

## **Privacy and Cookie Policy**

This website 'TradeReboot.com' is owned and operated by TradeReboot Ltd ('TradeReboot'), a company incorporated and registered under the laws of the United Arab Emirates.

Please read carefully the terms of use ('Terms of Use') for using the Electronic Platform (*as*

*defined below*). In case, you ('User') do not agree to any of the terms or conditions, made by

TradeReboot for the Electronic Platform, kindly refrain from using the Electronic Platform. Pursuant to the Terms of Use, this privacy & cookie policy ('Policy') of TradeReboot governs the access to and use of this Electronic Platform, and also sharing, storing and processing of data and information in the course of availing any TradeReboot Services (*as defined below*). By continuing to use the Electronic Platform, User shall be deemed to have read, understood, and be bound by this Policy.

### **1. General Practice:**

- 1.1 TradeReboot restricts the collection of data. The data collected and processed is strictly in the course of rendering of TradeReboot Services. This Policy intends to protect User's Information while putting User in control of Processing (*as defined below*).
- 1.2 For the purposes of, where applicable, TradeReboot is the 'Controller' and is in compliance with the requirements of GDPR.

### **2. Definitions**

- 2.1 'Applicable Laws' means any statute, law, regulation, ordinance, rule, judgment as applicable, notification, rule of common law or equity, order, decree, bye-law, government approval, directive, recommendations, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation or policy by, any authority having jurisdiction over the matter in question;
- 2.2 'Cookies' are small files which are stored on a User's device (computer, mobile, etcetera.). They are designed to hold a modest amount of data specific to a particular client and website, and can be accessed either by the web server or the client computer. For clarity, they store information such as cart details and login id and password, which makes it easier for the User to access and browse the Electronic Platform;
- 2.3 'Commodity Trading System' means the free on-board commodity trading software developed on permissioned blockchain network, web-based application, the smart contract driven system, payment settlement system, and backend development of the Electronic Platform.
- 2.4 'Electronic Platform' means the Website, the TradeReboot mobile applications, television applications, our API's and other related services

- 2.5 'Information' refers to data of a User and includes both Personal Data and Non-personal data;
- 2.6 'Non-personal data' means data which are not Personal Data;
- 2.7 'Personal Data' means any data relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 2.8 'Processing' or 'Processed' means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Such operation is done by a 'Processor';
- 2.9 'Subscriber' shall mean a person who has registered as a Subscriber with the TradeReboot;
- 2.10 'TradeReboot Services' shall mean commodity trading services provided on the Electronic Platform;
- 2.11 'User' means and includes, the individual using, accessing and browsing the Electronic Platform, whether or not they register as a Subscriber; User shall include the Subscriber as the case may be;
- 2.12 'Website' refers to all web pages, any content such as textual, visual or aural (including modules, videos, including calls to action, text placement, images and other information) made available online and or offline through TradeRebootuae.com and provided by TradeReboot;

### **3. Collection of Data**

- 3.1 TradeReboot collects Information through following means:
- a. Through automated means i.e. by using Cookies, web beacons, Google Analytics, clear gifs, pixels, and other similar technologies ('Data Collection Tools'); and
  - b. Through non-automated means i.e. Information provided through self-declaratory forms, submitting documents for availing TradeReboot Services etc. Such Information is usually required when the User creates an account with TradeReboot pursuant to registration, feedback, accesses materials, video recordings or podcast etc.
- 3.2 Purpose: The collection of Information is for the purpose of enhancing, improving and personalizing the usage of the Electronic Platform and rendering of TradeReboot Services. Non-personal data of the User shall be processed for [insert- purpose e.g. **research**]. Further, the Data Collection Tools allow TradeReboot to detect abuse such as spam or malware, and provide customized services such as ad or search preferences and ease the process of signing up for TradeReboot Services. *[Note: We request special attention to this Section]*
- 3.3 Records
- a. TradeReboot also may keep record of communication with the Users.

- b. TradeReboot intends to keep the record of the information received from the Users in the course of providing services for the purpose of understanding client needs and furthering the business.
- c. Provide the services and customer support you request;
- d. Resolve disputes, collect fees, and troubleshoot problem;
- e. Prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- f. Customize, measure and improve our services, content and advertising
- g. Tell you about our services and those of our corporate family;
- h. Send you targeted marketing, services updates, and promotional offers; and compare information for accuracy, and verify it with third party

#### **4. Usage of Information**

- 4.1 The Electronic Platform Processes Information collected only for the Purposes as set out in 3.2, in compliance with Applicable Laws. The Processing of Information is dependent on User's consent.
- 4.2 The Processing of Information is pursuant to the User's access to the Electronic Platform and may include one or more of the below:
- i. creating Subscriber's account with TradeReboot and identifying the Subscriber when it logs in to access the TradeReboot Services,
  - ii. reviewing and processing of the information provided by the Subscriber in respect of availing of the TradeReboot Services,
  - iii. communicating regarding account information, electronic fund transfer, customer service requests, marketing communications, etc
  - iv. maintain, improve, and provide to the Subscriber the TradeReboot Services and to conduct TradeReboot's business,
  - v. produce data analytics and reports containing anonymized summaries of Information,
  - vi. Information of the Users that has been aggregated and anonymized may be shared with our business partners,
  - vii. emailing Users as per their preferences, sharing newsletters, email updates, notifying amendments to this Policy and or Terms of Use,
  - viii. Processing payment of the Subscriber,
  - ix. managing of the Subscriber's account preference,
  - x. updating the Commodity Trading System,
  - xi. participating in or viewing webinars, seminars or podcast.
- 4.3 The Information collected may also be used to provide customized recommendations, to communicate with the User.
- 4.4 Further, all Personal Data is Processed only in compliance with Applicable Laws and for the purposes mentioned in this Section 4 of this Policy.
- 4.5 TradeReboot may request User's consent before using Information for a purpose that does not fall under this Policy.

#### **5. Sharing of Data or Information**

- 5.1 Consent: TradeReboot does not Process and or share the User's Information without User's consent to this Policy.
- 5.2 For providing TradeReboot Services: Information may be shared with

personnel and affiliates of TradeReboot with appropriate confidentiality and adequate security measures for the purpose of rendering TradeReboot Services. This includes, providing customer care support to the User.

5.3 Information of the Subscriber(s): TradeReboot Processes the Personal Data of the Subscriber with other Subscriber(s) in accordance with this Policy only for the purpose of rendering the TradeReboot Services and in compliance with Applicable Laws.

5.4 Third-party service providers or Processors: TradeReboot Processes User's Information with third parties in accordance with this Policy and individual agreements with third-party service providers only for the purpose of rendering of TradeReboot Services, in compliance with Applicable Laws. Such third parties may include consultants, cloud-storage service providers, and content providers. Further, TradeReboot tries to ensure that such third-party service providers abide by this Policy and other Applicable Laws.

5.5 For legal purposes: TradeReboot may share User's Information, with the government or any institution if bound by the law to do so.

5.6 For processing payments: TradeReboot uses payment gateway services for accepting subscription payments (including refund) for creation of account with TradeReboot. The payment service provider obtains and process the required Personal and Non-personal data for payment related transactions by self-declaration of the User. Electronic Platform shall not be held liable for any Information, breach of any such Information provided to the payment service provider with regard to payment.

5.7 In the event of Re-organisation: The Information of the Users shall be shared in case of merger, acquisition or reorganization of TradeReboot. Such Processing shall be in accordance with this Policy and with knowledge (through notification) of the Users.

5.8 Sharing of information by the User: The User may share details related to the Electronic Platform or services through links, emails, etcetera, such information, when shared publicly, allows User's content to become accessible through search engines.

## **6. Period of Retention and Information Storage**

6.1 TradeReboot only processes or stores Information for the Purpose as long as it is commercially or legally required and for the duration:

- a. the User browses the Electronic Platform;
- b. the User maintains an account on the Electronic Platform; and
- c. required or permitted under Applicable Laws;

such Processing shall be in accordance with this Policy and other Applicable Laws.

6.2 The User may withdraw its consent in continuing to provide Information, both Personal Data and Non-Personal Data. In case, the User withdraws its consent, TradeReboot shall erase or delete the Information from their storage and also notify other Subscriber(s) and or third party. To clarify, any Information Processed post withdrawal of consent shall only be for compliance with Applicable Laws

## 7. Rights of Users and Subscribers

### 7.1 Rights of the User over Information:

- (i) the User has the right to control and deny the access of the Data Collection Tools which can be controlled through web browser and account settings of the User;
- (ii) the User has the right to deny Information whenever such Information is required through the Electronic Platform for the purposes specified in Section 4 of this Policy, however, in such event, the Electronic Platform or TradeReboot may not be able to provide TradeReboot Services;
- (iii) the User has the right to rectify or update the Information;
- (iv) the User has the right to complain to the respective protection authority in case of breach or issues regarding enforceability of User's rights, provided, such breach or issue has been first notified to TradeReboot and a time period of **30 days** from the date of such notice of breach or issue to the TradeReboot has been given in order to rectify or provide an explanation for the same; and
- (v) the User also reserve the right to give feedback or complain to the data protection officer in accordance with clause 12 of this Policy.

### 7.2 Specific Rights of European Union subjects

In addition to the abovementioned, this Section additionally is applicable to the User who are residents of European Union. In accordance with GDPR, EU residents hold certain rights over the Information that they provide, as stated below:

- (i) Right of data portability - the User has the right to receive details and copy of Information collected from the User in compliance with this Policy. Such data or Information shall be stored in a portable, structured, commonly used and machine-readable format. Upon receiving a written request to access such Information or data TradeReboot shall transfer such Information to the User or any other third-party in accordance with the request and Applicable Laws. Furthermore, TradeReboot is not responsible for the security of the Information, its transmission or its processing once received by the third party. TradeReboot reserves the right to not provide the requested Information if the same would be a breach of another User's rights;
- (ii) Right to restrict Processing - the User has the right to restrict the processing of the Information provided by the User unless such Information has to be processed in accordance with any law; and
- (iii) Right to object - the User may object to the processing of Information which is used for direct marketing purposes, unless TradeReboot legitimate grounds for the processing which overrides the interests, rights and freedoms of such User or for the establishment, exercise or defense of legal claims.
- (iv) Right to Erasure - Pursuant to Section 6.2 of this Policy, the User may request TradeReboot to erase all the Information Processed by TradeReboot relating to the User by contacting the support service in accordance with Section 7.1(vi) above.

### 7.3 Specific Right for USA and Canada citizens

The User has the right to request access to the Information that the Electronic Platform collects and know whether such Information is being processed. However, TradeReboot retains the right to deny such request for access in cases where it may affect the right of any other Users or is exempted under any Applicable Law.

7.4 In order to claim or enforce the rights under the Sections 7.2 and 7.3, such User may be required to provide adequate and verifiable identity proof when called upon to do so.

7.5 In case any of the rights of a User, in compliance with Applicable Laws of respective jurisdiction, is not provided in this Policy, such User may contact TradeReboot's data protection officer in accordance with Section 12 of this Policy.

## **8. Jurisdiction**

8.1 Any dispute regarding this Policy shall be subject to the exclusive jurisdiction of the courts at **Abu Dhabi Global Market**.

8.2 Subject to Section 10 and in compliance with Applicable Laws, the User, in case is a resident outside India, may be entitled certain rights to raise complaints with the respective data protection authority within their jurisdiction.

## **9. Notifications of Data Breach**

9.1 Although, adequate safety measures and compliance is exercised, in the unlikely event of breach of the Information provided by the User to TradeReboot, TradeReboot shall notify and the assist all such affected Users promptly and in compliance with Applicable Laws.

9.2 In case, a User learns of such a breach of Information, it may contact the data protection officer of TradeReboot and this in accordance with Section 12 of this Policy.

## **10. Disputes**

10.1 In the event of any dispute in respect of or concerning or connected with the interpretation or implementation or arising out this Policy, including any question regarding their existence, validity or termination, the same shall be at the first instance be amicably settled through good faith negotiations between the Parties.

10.2 In case that a resolution of the dispute is not achieved within **30 (thirty) days** from the date such dispute arises, as notified in writing by any party to the other party, then such dispute shall be referred to and finally resolved by arbitration by a sole arbitrator nominated and appointed by TradeReboot and administered by the **Abu Dhabi Global Market** in accordance with the Arbitration Rules of the Abu Dhabi Global Market Companies Regulations, 2015 for the time being in force.

10.3 The award of the arbitration shall be final and binding on the Parties hereto and the seat and venue of arbitration shall be **Abu Dhabi**. Language of the

arbitration shall be in English.

- 10.4 The arbitrator shall give a reasoned decision or award, and shall allocate or appropriation cost, expenses and disbursement of the arbitration as the arbitrator may deem fair.

## **11. Amendment to the Policy**

11.1 TradeReboot reserves the right to change or revise the Policy and terms of this Policy at any time by posting any changes or a revised Policy on this Electronic Platform, without advance notice to the User.

11.2 Such amendment or the changed and or revised Policy will be effective immediately after it is posted on this Electronic Platform. Use of the Electronic Platform following the posting any such amendment or of a revised Policy will constitute the User's acceptance to any such changes or revisions.

11.3 Notwithstanding the above, such amendment shall be notified to the User in such manner as prescribed by law, if and when such requirement to notify the User is necessitated by law.

11.4 Data Protection Officer

In case of any concerns or issues in relation to this Policy or Electronic Platform, the User may contact TradeReboot's data protection officer can be contacted at

Client Note: [info@tradereboot.com](mailto:info@tradereboot.com)