



Make trade easy

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PAPER TRADER PLATFORM PRIVACY POLICY

PRIVACY POLICY FOR THE PAPER TRADER PLATFORM

Privacy Policy for the Paper Trader Platform

This agreement and all terms incorporated by reference herein (our **“Privacy Policy”**) apply to your use of the Paper Trader electronic price matching platform (**“Platform”**) operated and maintained by Paper Trader Platform Pte. Ltd. (**“Company”**, **“we”**, or **“us”**), which facilitates the posting, viewing, selection, and acceptance of bids and offers for price matching between users on the Platform (**“Transactions”**) and/or other services provided by the Company through or in connection with the Platform (collectively, the **“Services”**) for physical sale and purchases of Tradable Products (as defined below) of the Platform.

This Privacy Policy informs you about how Paper Trader Platform Pte Ltd handles your personal data. This Privacy Policy applies to the processing of the personal data from (the contact people at) our clients, business relations and referrers, recipients of our communications, and those who attend our events, as well as to the visitors to our website www.paper-trader.com.

We may amend this Privacy Policy from time to time, if there are changes to how we process your personal data, for instance, or if this is necessary based on regulations. We shall inform you of essential changes.

Please read this Privacy Policy carefully. By accessing or using any Services made available by us, you agree to be legally bound by these Terms and Conditions.

Any decision to be made by us or actions that we may take in these Terms and Conditions may be made at our sole discretion.

1. DEFINITIONS

Unless otherwise defined in these Terms and Conditions, capitalized terms shall have the meanings assigned to them in this document. If a term is not explicitly defined, it shall be interpreted in accordance with general market practice. When in doubt, contact us before signing the agreement:-

“Account” means a user account created by the Company for a User in order to enable such User to

access the Platform and the Services;

“AML/CFT Policy” shall have the meaning given to it in Clause 2.3;

“Bid” means the listing of an intention by a Buyer to price match on the Platform an offer to buy Tradable Products off the Platform, such offer comprising the Offer Terms and being a legally binding offer which is capable of acceptance;

“Buyer” means the User who makes a Bid of Tradable Products on the Platform;

“Commodities” means any technically specified commodity products presented on the Platform, and any other products that the Company accepts as “Commodities” for the purposes of these Terms and Conditions from time to time and as notified over the Platform;

“Company” means Paper Trader Platform Pte Ltd, company number 202033836M, a company incorporated in Singapore whose registered office is at 18 NATHAN ROAD, #04-08 NATHAN PLACE, SINGAPORE (248747) Singapore. This can also be referenced to with “PT” or “PT: Make trade easy”, or similar in documents, communication and marketing efforts;

“Licensee” is the User with whom the Company has a SLA that allows them to market the Platform under any Platform sub-brand;

“Matched Counterparty” means, with respect to a Seller or Buyer (as the case may be), any relevant counterparty who selected and accepted such Seller’s Offer or such Buyer’s Bid (as the case may be), and as recorded by the Platform;

“Offer” means the listing of an intention by a Seller to price match on the Platform an offer to sell Tradable Products off the Platform, such offer comprising the Offer Terms and being a legally binding offer which is capable of acceptance;

“Offer Terms” means price, quantity, packing type and payment terms, and such other terms as the Company may, from time to time and in its discretion, direct;

“Operating Hours” shall have the meaning given to it in our [T&C \(Conditions of Usage\)](#) document;

“Person” includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;

“Platform” is the *Paper Trader Platform Software* being the software owned by us (and marketed via our Licensees) that is used to provide the Service;

“Restricted Locations” shall have the meaning given to it in Clause 2.1;

“Seller” means the User who makes an Offer of Tradable Products on the Platform;

“Service” means the service as mentioned in the preamble and having the core functionality described on the Website, as the Website is updated from time to time;

“Buyer/Supplier/Broker SLA” means the service level agreement entered between the Company and a Buyer / Seller / Broker who intends to make Bids and/or Offers of Tradable Products on the Platform;

“Terms and Conditions” means the document titled [T&C \(Conditions of Usage\)](#), which includes Terms and Conditions for the usage of the Platform solely and is limited to facilitating the price discovery leading to a price match only. As the Platform as a legal entity, is not a participant in any price match, we recommend all users (being trading companies, white label brokerage partners, and individual persons) to share their (local) terms and conditions for trade, buying, or selling with all Matched Counterparties and consults them to request a signed document back according to the requirements of local laws. These additional Terms and Conditions do not apply to the actual exchange of Commodities, their Offer Terms, and financial balancing to finalize the Transaction, nor to this agreement of the usage of the platform;

“Tradable Product” shall have the meaning given to it in Clause 4.1 of the [T&C \(Conditions of Usage\)](#);

“Transaction” means a successful price match through the Platform arising from the acceptance of a Buyer’s Bid or a Seller’s Offer of Tradable Products in accordance with the [T&C \(Conditions of Usage\)](#), as recorded by the Platform; Additional commercial terms and conditions are to be agreed and shared between Users;

“Transaction Risks” shall have the meaning given to it in Clause 8.14 of the [T&C \(Conditions of Usage\)](#);

“User” means a Person for whom the Company is maintaining or continuing to maintain one or more Account(s) for the Services, regardless of whether it is acting as Buyer, Seller, Broker or, any other type of actor;

“We”, “us” or “our”, means The Company, as defined under the above definitions;

“You” or “your” means you as User; and both, you and the other Person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

2. ELIGIBILITY

2.1. The Company may not make the Services available in all markets and jurisdictions and may restrict or prohibit the use of the Services in such markets and jurisdictions as the Company may, from time to time and at its discretion, determine ("**Restricted Locations**").

2.2. You, the User, represent and warrant that you: -

2.2.1. Are duly organized, validly existing, and in good standing under the laws of your jurisdiction of organization.

2.2.2. Have not previously been suspended or removed from using our Services or other similar services provided by other parties.

2.2.3. Have full legal power and authority to enter the [T&C \(Conditions of Usage\)](#) and in doing so will not violate any other agreement to which you are a party;

2.2.4. Are not located in, under the jurisdiction of, or a national or resident of any Restricted Locations (as defined in Clause 2.1 above).

2.2.5. Will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with the [T&C \(Conditions of Usage\)](#).

2.2.6. Have, always, all requisite permits, licenses, consents or approvals required to carry out your obligations hereunder, and under any transactions contemplated in connection with the Platform.

2.2.7. Will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means of accessing the Services for any purpose, except with the prior written consent of the Company.

2.2.8. Are not a designated person under regulations issued pursuant to the United Nations Act (Cap. 339 of Singapore).

2.2.9. Are duly authorized by a User to be active on the Platform on behalf of this Person.

2.2.10. Have read and understood the [T&C \(Conditions of Usage\)](#).

2.3. The Company may, from time to time and in its discretion, create and maintain an anti-money laundering, countering the financing of terrorism, and know your customer compliance policy ("**AML/CFT Policy**"). Pursuant to such AML/CFT Policy, the Company may further, from time to time and at its discretion, require identity verification and go through other screening procedures with respect to the User or Transactions associated with the User's Account.

- 2.4. The User agrees and undertakes to provide the Company with any and all information and documents that the Company may from time to time request or require for the purposes of these Terms and Conditions or in connection with the User's Account (including, but not limited to, the User's name, address, telephone number, email address, certificate of incorporation, constitutional document, memorandum and articles of association, board resolution authorizing the opening of the Account, and information regarding the Account).
- 2.5. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services because of any identity verification or other screening procedures.
- 2.6. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services because of any technical downtime.
- 2.7. The User agrees that the Company shall always have the right to collect, use, process, and disclose all such information provided to the Company for the purposes of its provision of the Services or to comply with all laws or requests from regulatory or governmental authorities.
- 2.8. The User represents and warrants that where it discloses any personal data to the Company, the User has obtained all applicable consents from the owner of such personal data for the collection, processing, use, and disclosure of his or her personal data for the purposes of carrying out its obligations or exercising its rights under the [T&C \(Conditions of Usage\)](#), and/or comply with all applicable, laws, regulations, governmental/regulatory policies and meeting any obligation to or requests from governmental entities, agencies, regulatory authorities or similar, including, without limitation, anti-money laundering and anti-terrorist obligations, as the Company deems necessary.

3. PT: MAKE TRADE EASY – CODE OF CONDUCT

3.1. Legal Compliance

3.1.1. All users, brokers, and transactions on PT: Make trade easy must comply with applicable Singapore law. If a user operates outside Singapore, they must also comply with local laws, provided they do not conflict with Singapore law.

3.2. Market Access

3.2.1. PT: Make trade easy imposes no restrictions on user access based on nationality, location, or business type, as long as all activities comply with the legal requirements outlined in this Code of Conduct.

3.3. Legality of Transactions

3.3.1. All products traded on the platform must be 100% legal under both Singapore law and the laws of the parties involved.

3.3.2. All users (buyers, sellers, and brokers) must ensure that their participation in trades is legally permitted.

3.3.3. If a product or transaction is subject to regulatory approvals, licenses, or permits, it is the responsibility of the parties involved to obtain them.

3.4. Compliance Responsibility

3.4.1. Users and executing brokers are fully responsible for ensuring that all trades comply with applicable laws and regulations.

3.4.2. PT: Make trade easy does not take liability for legal or regulatory breaches by users or brokers.

3.5. Enforcement & Consequences

3.5.1. PT: Make trade easy reserves the right to suspend or terminate access to users or brokers found in violation of this Code of Conduct.

3.5.2. Any disputes or legal matters arising from transactions will be handled following Singapore law and, where applicable, the relevant local laws.

3.6. By using PT: Make trade easy, all users and brokers agree to this Code of Conduct and acknowledge their legal responsibilities.

4. WHO WE ARE

- 4.1. The controller for the processing of your personal data is Paper Trader Platform Pte Ltd
References in this privacy notice (“**the Notice**”) to “Paper Trader”, “PTPL”, “PT”, “we” or “us” are references to:

Paper Trader Platform Pte Ltd

Company number: UEN 202033836M, a company incorporated in Singapore

registered office: 18 NATHAN ROAD, #04-08 NATHAN PLACE, SINGAPORE (248747)

Telephone: +316.1905.6888

Email: info@paper-trader.com

5. TO WHOM DOES THIS PRIVACY POLICY APPLY

- 5.1. This Privacy Policy applies to everyone who visits our website, platform, mobile app, and other applications and to people whose personal data are processed by PTPL in the context of the provision of its services.
- 5.1.1. Contact persons at our (potential) clients;
 - 5.1.2. Contact persons at our business relations;
 - 5.1.3. Contact persons at our referrers;
 - 5.1.4. Recipients of our communications, such as our newsletters and invitations to events organised by or in cooperation with PTPL and our partners;
 - 5.1.5. Visitors to our website www.paper-trader.com;
 - 5.1.6. Visitors to any of our client domains like <https://any.uses.pt>; and
 - 5.1.7. People who contact us otherwise or whose personal data we process otherwise in the context of our service provision.

6. PERSONAL DATA WE PROCESS

- 6.1. We collect this information when you interact with us, for example when you communicate with our staff, complete our contact forms, sign up to receive information by e-mail, or visit our website. We also collect or generate personal data in the course of providing our services;
- 6.2. The personal data we process in relation to you are:
- 6.3. Personal data you have provided to us;
- 6.4. Personal data that give insight into the use of our website or other electronic means of communication;
- 6.5. Personal data obtained from other sources;
- 6.6. Personal data provided by you:
- 6.7. Contact details and other personal data. These include details such as your name and (details of) your identification documents (identification data), and other basic information;
- 6.8. Contact details and other personal data filled in on contact forms or other web forms. The precise content of the data depends on the content of the contact forms and web forms;
- 6.9. Contact details provided during initial meetings, events, seminars, etc. These may include details provided on business cards;
- 6.10. Other personal data that are provided by you;

6.11. Personal data that give insight into the use of our website or other electronic means of communication. These could include data such as:

6.11.1. IP address (unique number identifying your device when you connect with the internet), which we use to measure your interest in our website;

6.11.2. Information in relation to materials and communications we send to you electronically, for example your use of marketing emails. For example, the opening and reading of a newsletter or commercial email. This also includes clicking behaviour in the email or newsletter. In this context, we also refer to our Cookie Policy;

6.12. Personal data obtained from other sources:

6.13. Personal data available on public professional social media platforms such as LinkedIn. These are names and contact details;

6.14. Personal data obtained from the Trade Register of the Chamber of Commerce. This could include a Chamber of Commerce number and contact details; and

6.15. Personal data available on public professional websites, such as company websites.

6.16. Any activity on the platform such as bids, offers or transactions that could relate back to you as entity or as individual user.

7. HOW WE USE YOUR PERSONAL DATA

- 7.1. You are generally under no obligation to disclose personal data to us, unless you have a contractual relationship with us which foresees such obligation. Yet, in order to conclude and perform a contract, we must collect and process the personal data which is necessary for such conclusion and for the fulfillment of the contractual and associated obligations as well as for the fulfillment of legal obligations.
- 7.2. Moreover, when using a website, it is necessary to process log data and certain other data. Also, in relation to communications between you and us, we must process at least the personal data that you provide to us or that we provide to you.
- 7.3. We may use your personal data for the following purposes. We use your personal data:
- 7.3.1. To stay in contact with you and communicate with you. We feel it is important to contact you with information that is relevant to you. We combine and analyse the personal data available to us to be able to do so. Based on this, we determine what information and channels are relevant and which moments are most suitable for providing information or making contact. In conducting marketing campaigns, we do not process any special personal data or any confidential data;
 - 7.3.2. To provide, perform, and improve our services to you and our customers, including the personal data of others;
 - 7.3.3. Provided to us or collected by us on behalf of our clients, for example, processing identification and background information as part of our onboarding, finance, administration, and marketing processes;
 - 7.3.4. To administer our relationship with you and with our customers;
 - 7.3.5. To invoice for services rendered;
 - 7.3.6. To promote our services, including by sending alerts, updates, event invitations, etc.;
 - 7.3.7. To inform you about our services and products;
 - 7.3.8. To conduct client satisfaction surveys;
 - 7.3.9. To improve and secure our website;
 - 7.3.10. To prepare user statistics. The user statistics from the website enable us to get a picture of, among other things, the number of visitors, the duration of the visit, what parts of the website are viewed, and the clicking behaviour of visitors. These are generic reports without any information on individual persons. We use the information obtained to improve the website.

7.3.11. To prepare analyses. To prepare analyses we use:

7.3.11.1. Interaction data: Personal data obtained from contact between PTPL and you.

For example, on your use of our website or supporting applications. This also applies to offline interactions, including how often there is contact between PTPL and you.

7.3.11.2. Behavioural data: Personal data that PTPL processes on your behaviour, such as your preferences, opinion, wishes, and needs. We can derive this data from your browsing behaviour on our website, for instance, the reading of our newsletters or because you requested information. But also, from inbound telephone conversations and email contact with our employees. See also our Cookie Policy.

7.3.12. To comply with our legal, regulatory, and risk management obligations, including performing audits, establishing, exercising, or defending legal claims.

8. USE OF OUR WEBSITE(S) AND E-MAILS

- 8.1. When you use our website, we automatically collect metadata about your browsing session such as your browser, the IP address of your computer, your internet service provider, the site from which you navigated to our website, the duration of your visit to our website and what type of device you are using (e.g. a computer, a smartphone or a tablet and the respective operating system). We also keep a record of the pages that you view during your visit. This information is used to improve the way in which our website operates, for statistical and systems administration purposes.
- 8.2. Our website uses Google Analytics, a service provided by Google, Inc. that tracks and reports on the way our websites are used. Google Analytics does this by placing small text files called “cookies” on your computer or other device. Cookies collect information about the number of visitors to the websites, the pages visited, and the time spent on the websites. Based on this information we receive analyses from Google. Google stores this information in the USA. You can prevent the use of Google Analytics through a “Browser Add-on”, which you can install at <https://tools.google.com/dlpage/gaoptout>.
- 8.3. PTPL uses cookies on its website. A cookie is a small text file that a web browser saves to your computer. You can block the use of cookies generally by changing your browser settings accordingly. This could affect the functioning of the website, however. For more information, please see our Cookie Policy.
- 8.4. You may refuse the use of cookies by selecting the appropriate settings on your browser. Note however that this may affect your experience of our websites. To find out more about cookies, including how to manage, reject, and delete cookies, visit [here](#).
- 8.5. We may use your name and e-mail address(es) to send you alerts, updates, event invitations and other information by e-mail, but will ask for consent first unless we have obtained your contact details from you in the context of our services. If you receive marketing communications from us and no longer wish to do so, you may unsubscribe at any time by following the link included in these e-mails. Note that we use personal data to understand if you read our e-mails or click on links included in them.

9. ON WHAT BASIS DO WE USE YOUR PERSONAL INFORMATION

9.1. We process your personal data only when this is permitted on grounds of one of the legal bases cited in the General Data Protection Regulation (GDPR). We process personal data on the following legal grounds:

9.1.1. The processing is necessary in order to establish a contract or in the run-up to the establishment of a contract;

9.1.2. For legitimate interests. We may also process personal data if we have a legitimate interest, and this does not breach your privacy disproportionately. For example, we use your contact details to invite you to seminars and events, for instance. We also have a legitimate interest if we use your personal data to contact you after you have approached us yourself. We do not always need permission to contact you.

9.1.3. If we obtain your email address because of providing services, we can offer you similar services via direct marketing. In that case, we have a legitimate interest in offering you these services. This also includes, for example, the interest in customer care and communication with customers outside of a contract; in marketing activities; in getting to know our customers and other people better; in improving products and services and developing new ones; in combating fraud, and the prevention and investigation of offenses; in the protection of customers, employees and other persons and data, secrets and assets of PTPL; in the guarantee of IT security, especially in connection with the use of websites, apps and other IT infrastructure; in the guarantee and organization of business operations, including the operation and further development of websites and other systems; in company management and development; and in the enforcement or defence of legal claims;

9.1.4. Statutory obligations;

9.1.5. Based on a consent, where such consent was obtained separately:

9.1.5.1. We ask your consent for participation in a client satisfaction survey.

9.1.5.2. We ask your consent for direct marketing purposes, which will be specified in detail when you give your consent. More information on this above 9.1.3.

9.2. If we have requested and obtained your consent to process your personal data, you have the right to withdraw such consent at any time. You can do this by contacting us via email on info@paper-trader.com.

9.3. Please see “How we process your personal data” above for additional details.

10. HOW DO WE OBTAIN YOUR PERSONAL DATA

10.1. We obtain some information automatically when you visit our website. We collect this information via cookies, for instance. In this context, we also refer to our Cookie Policy.

10.2. We obtain other information if you actively provide it to us. For example, if you are or become our client or if you sign up for newsletters or events.

10.3. We also obtain information from third parties, such as personal data from the Trade Register of the Chamber of Commerce, or personal data available on public professional websites. We also obtain information from professional social media sources like LinkedIn.

11. WHO WE SHARE YOUR PERSONAL DATA WITH

11.1. Your personal data are only accessible to people at PTPL authorized to access them on a 'need-to-know' basis. Outside of the situations mentioned in this Privacy Policy, we will not disclose your personal data unless we deem this disclosure necessary in order to satisfy our statutory obligations, to protect our rights or someone else's rights, or to enforce compliance with this Privacy Policy.

11.2. Sometimes it is necessary to share your personal data with third parties. Depending on the circumstances of the case, this may be necessary. There are also statutory obligations which mean that personal data must be passed on to third parties.

11.3. We will share your personal data with trusted third parties including:

11.3.1. Business management services (e.g. accounting or asset management);

11.3.2. Consulting services, e.g. services of tax consultants, lawyers, management consultants, and consultants in the field of personnel recruitment and placement;

11.3.3. IT services, e.g. services in the areas of data storage (hosting), cloud services, sending e-mail newsletters, data analysis and refinement etc.;

11.3.4. Credit and background check or debt collection agencies, e.g. if you are interested to become our client or if due receivables are not paid.

11.4. For the purposes set out in this Policy and where necessary, we may share personal data with courts, regulatory authorities, government agencies, and law enforcement agencies. While it is unlikely, we may be required to disclose your information to comply with legal or regulatory requirements. For example, if a court order requires us to provide personal data to third parties, we must comply with that. We will use reasonable endeavours to notify you before we do this, unless we are legally restricted from doing so. Personal data may also be provided to third parties in the event of a reorganization or merger of our business or sale of (part of) our business.

11.5. If we look to use your personal data for a new purpose, beyond what it was originally provided for, we will ask for your explicit consent.

11.6. We may engage service providers (processors) for the processing of your personal data, who process personal data exclusively on our instructions. We conclude processing agreements with these processors which fulfill the requirements of the General Data Protection Regulation (GDPR). For example, we work with service providers who provide SaaS (software as a service) solutions or hosting services. There are also ICT service providers who help us keep our systems secure and stable. We also use third-party services to send newsletters and commercial emails.

11.7. Your personal information will not be shared with third parties/affiliates for marketing/promotional purposes.

11.8. Our Designated Data Protection Officer is the entity that handles and protects all our Data and oversees its security. This is Creatella Ventures Pte Ltd ([Creatella](#)), a Singapore based legal entity with UEN 201528898G.

12. COUNTRIES WE SHARE YOUR PERSONAL DATA TO

12.1. When your personal data is processed, your personal data may be shared with third parties. We may transfer your personal data to recipients abroad, including in countries that do not provide the same level of protection as Singapore law. Before we do so we will implement appropriate measures to protect your personal data, for example by requiring the recipient to agree to data processing agreements (if you would like to receive a copy of these agreements, please contact us at the address indicated above).

12.2. These agreements are usually based on the Singapore and/or EU standard clauses, which you may review [here](#).

12.3. We can transfer these data if this is necessary to perform the contract for the provision of our services. We may also transfer personal data with your explicit consent and in certain other situations as permitted by applicable law.

13. HOW WE RETAIN YOUR PERSONAL DATA

13.1. We retain your personal data for as long as it is necessary for the purposes for which the data is collected, and as long as we have a legitimate interest in keeping personal data, for example, to enforce or defend claims or for archiving purposes and IT security.

13.2. We also retain your personal data as long as it is subject to a legal retention obligation. We will delete your personal data if you have withdrawn your consent or have decided to opt-out.

14. HOW WE PROTECT YOUR PERSONAL DATA

- 14.1. We use various technical and organisational measures to help protect your personal data from unauthorised access, use, disclosure, alteration, or destruction.
- 14.2. To ensure the security of your personal data, we have taken the following technical and organisational measures, among other things:
- 14.3. Availability and continuity: We do our utmost to ensure optimal availability and continuity of our website and our systems.
- 14.4. Physical security: Our building is secured by physical access control and camera security. Only people authorized to access our building may enter.
- 14.5. Authorisations: The access to our systems is protected via role-based security.
- 14.6. Monitoring of our systems: Our systems are constantly checked for suspicious behaviour
- 14.7. Threat protection: Various systems have been put in place to prevent unauthorized access and exchange of personal data.
- 14.8. GDPR design: Every new system we consider adopting must be tested in advance for the principles of privacy by design and privacy by default.
- 14.9. Data Protection Impact Assessments (DPIA): Before we put a new system into use, we will also subject that system to a data protection impact assessment, if required by law.
- 14.10. Data Leaks: We have a dedicated partner (Creatella) to detect and report data leaks.

15. AUTOMATED INDIVIDUAL DECISION-MAKING

15.1. “Automated individual decision-making” means decisions made automatically, i.e. without relevant human influence, which have a negative legal effect or other similarly negative effects on you. We will inform you separately if we should use such automated decisions in individual cases as far as this is required by law.

16. YOUR RIGHTS

16.1. You are entitled to ask for details of the information we hold about you and how we process it and to receive a copy of your personal data. You may also have your data rectified or deleted, restrict our processing of that information, and object to the processing of your personal data.

16.2. You have the right to have certain personal data relating to you erased and to have your personal data transferred to another party.

16.3. You may also choose to withdraw your consent. Please note that even after you have chosen to withdraw your consent, we may be able to continue to process your personal information to the extent required or permitted by law.

16.4. For more information on the rights you can exercise on the basis of the privacy regulations, please see the [website](#) of the Singapore PDPC. See this webpage for an overview of your rights under the privacy regulations. You may also lodge a complaint in relation to our processing of your personal data with a local supervisory authority.

16.5. For EU based users, you can get more information, or contact the “Autoriteit Persoonsgegevens” ([Dutch Data Protection Authority](#)) to consider the GDPR rules.

16.6. For UK Based clients the Information Commissioner's Office ([ICO](#)) is applicable.

16.7. For US based users, there is not a single, comprehensive data protection authority equivalent to the GDPR. Instead, enforcement is fragmented. Our applicable agency is the Federal Trade Commission ([FTC](#)). If you are based in a different jurisdiction, please contact us to explain more about your specific requirements.

16.8. For the sake of GDPR compliance, our European Representative for all users is the brokerage firm that your signed up with, and that is providing you access to the markets you are active in. If these markets are not Europe based, but you are, our Representative is Bloemendal Consults B.V. A Netherlands based legal entity with registration KvK 24337448. For our UK users, the GDPR Representative is Trade Services London (TSL), a UK based legal entity registered as Voidgate Ltd Registered Cardiff, UK - No. 1559723.

16.9. Should you have a request regarding the processing of your personal data you may contact us via email or telephone via the following contact details:

Paper Trader Platform Pte Ltd

Tel +31 61 905 6888

Email info@paper-trader.com

16.10. We must ensure that your personal information is accurate and up to date. Therefore, please advise us of any changes to your information by contacting us via your dashboard, or at the email address indicated above.

END OF SECTION

COOKIE POLICY

We make use of various types of cookies on our website www.paper-trader.com.

In this Cookie Policy, we explain what cookies are, which cookies are used on the PTPL website, what they do, how you can refuse or allow cookies, and how you can contact us.

This Cookie Policy may be revised, for example if we start using other cookies or if the relevant legislation changes. We will inform you about substantial changes.

1. WHAT ARE COOKIES

- 1.1. Cookies are tiny (text) files that are placed on your computer, tablet, smartphone, or other electronic device (hereinafter “computer”) when you visit a web page.
- 1.2. When a cookie is on your computer your computer can be recognised, and information can be collected. This information might include: the IP address, data about surfing habits, such as first, next, and current visit, the specific web pages you have visited, the manner in which the website is navigated, the device you use and your settings. For further information, also see the cookie tables.
- 1.3. Cookies are valid for a certain period after they are placed on a computer. After the period of validity lapses the cookie is removed by the browser.
- 1.4. The period of validity of certain cookies is just as long as the duration of the browser session, but there are cookies that are valid for longer, so that they can also be read during a following visit to our website.
- 1.5. Cookies can be placed by PTPL as well as by third parties. Insofar as we collect personal data about you, we process these in accordance with our Privacy Policy.

2. COOKIES ON OUR WEBSITE

- 2.1. The following cookies are placed via our website:
 - 2.1.1. Functional (essential) cookies; and
 - 2.1.2. Analytical cookies.

3. WHAT DO COOKIES DO

3.1. Functional (essential) cookies:

3.1.1. We use functional cookies. These are essential for the proper layout and navigation of the website and for us to remember whether cookies have been allowed or refused.

These are our own cookies and can only be read out by duly authorized employees of PTPL. The data we collect via these cookies are not shared with third parties, except where there is a legal obligation for us to do so.

3.1.2. Because functional cookies are essential for using the website, they may be placed without consent.

3.2. Analytical cookies:

3.2.1. Analytical cookies record how visitors use our website. This information allows us to analyse the use of our website and generate anonymous user statistics and reports.

We use this knowledge to improve our marketing activities and also the quality, effectiveness, and user-friendliness of our website.

3.2.2. To do this we use the Google Analytics service. As the provider of this service, Google Inc. (Google) places analytical cookies via our website.

3.2.3. In line with the Data Protection Agency, we have set the Google Analytics cookies to 'privacy friendly'. This means that your IP address is partly masked and the option for sharing data is disabled. This way these cookies only have a slight impact on your privacy, and they can therefore be placed without consent.

3.2.4. Click [here](#) for further information about these cookies and their period of validity.

Moreover, Google offers the option of disabling data collection within the framework of Google Analytics, by means of the Google Analytics Opt-out Browser Add-on. Click [here](#) to use this option and click [here](#) for more general information about how Google uses cookies and about Google's privacy policy.

3.2.5. We are not responsible for Google's privacy and/or cookie policy.

3.3. Allowing, refusing, and removing cookies

3.3.1. We do not use cookies that require your permission.

3.3.2. If you use our website, a banner will appear during your first visit to our website whereby you have the option to use or no longer use our website whereby an explicit reference is made to our Privacy and Cookie Policy.

3.3.3. We assume that you agree with the content of our Privacy and Cookie Policy when you click on “Ok” and continue to use our website.

3.3.4. Moreover, you can manage your cookies by means of your browser settings. You can set the settings in your browser in such a way that no cookies are stored, that you can allow or refuse every cookie, or that all cookies are removed when you close your browser.

3.3.5. Cookies are placed on every computer with which you visit websites. If you wish not to receive any cookies whatsoever anymore, you must change the settings on all the computers you use. Please note: if you refuse or remove cookies this could also influence the functional cookies. It could limit your possibilities for using our website or components of our website

END OF SECTION

TERMS OF USAGE OF THE WEBSITE(S)

The information and materials contained in or accessed through this website /landing page/ mobile application and any web pages herein are provided on an “as is” and “as available” basis and are of a general nature which has not been verified, considered or assessed by the Company in relation to the making by any party of any specific investment, business, financial or commercial decision.

Such information and materials are provided for general information only and you should always seek professional advice and obtain independent verification of the information and materials contained herein before making any decision based on any such information or materials. The Company does not warrant the truth, accuracy, adequacy, completeness, or reasonableness of the information and materials contained in or accessed through this website and any web pages herein, and expressly disclaims liability for any errors in, or omissions from, such information and materials.

No warranty of any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose and freedom from computer virus and other malicious code), is given in conjunction with such information and materials, or this website or any web pages herein in general.

Under no circumstances shall the Company be liable regardless of the form of action for any failure of performance, system, server, or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation, or transmission, transmission error or unavailability of access in connection with your accessing this website or any web pages herein even if the Company had been advised as to the possibility of any such events.

In no event shall the Company, its directors, officers, and employees be liable to you or any other party for any damages, losses, expenses, or costs whatsoever (including without limitation, any direct, indirect, special, incidental, or consequential damages, loss of profits or loss opportunity) arising in connection with your use of this website or any web pages herein, or any linked site or use thereof or inability to use by any party or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Company or representatives thereof had been advised as to the possibility of such damages, losses or expenses.