


# Privacy Policy

Updated On 24 June 2026

## 1. Introduction

1.1. The Client acknowledges and agrees that by opening a trading account and entering into a Client Agreement with the Company, the Client will be providing the Company with personal data within the meaning of EU General Data Protection Regulation 2016/679 ("Personal Data"). The Client acknowledges and agrees that the Personal Data shall be processed by the Company in accordance with the Client Agreement and this Privacy Policy available on the Company's website.

1.2. By accessing the Company's website, the Client undertakes that the Client has read, understood and accepted the terms of the Privacy Policy. The Client's usage or continued usage of the Company's Services shall also be taken as the Client's consent to be legally bound by this Privacy Policy.

1.3. The Client acknowledges that the Company reserves the right to amend or update this Privacy Policy at any time without prior notice to the Client. The amendments to the Privacy Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Privacy Policy on the Company's website. The Client undertakes to regularly review this Privacy Policy on the Company's website.

1.4. The official language of this Privacy Policy shall be English. The Company may provide this Privacy Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

## 2. Definitions And Interpretations

2.1. Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

(a) "Account" means the assigned account that is created for the Client when the Client opens a trading account with the Company, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;

(b) "Applicable Statutes And Regulations" means:

(i) statutes, rules or orders of the Relevant Regulatory Authorities;

(ii) statutes, rules or orders of the relevant regulatory authorities in the Client's jurisdiction;

(iii) the rules of the relevant financial exchange market; and

(iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).

(c) "Client" means an individual of full age and capacity or a legal entity;

(d) "the Company" means D Prime Vanuatu Limited, Republic of Vanuatu. D Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.

(e) "GDPR" means the EU General Data Protection Regulation 2016/679;

(f) "Personal Data" means personal data within the meaning of EU General Data Protection Regulation 2016/679;

(g) "Relevant Regulatory Authorities" means the relevant regulatory authority which may be applicable to the Company's business operation and service providers, including but not limited to the Vanuatu Financial Services Commission and etc.

(h) "Services" means the dealing services provided by the Company to the Client within the Trading Platform;

(i) "Trading Platform" means the Company's electronic trading platform facility;

(j) "Transaction" or "Transactions" means:

(i) the opening or closing of trades, orders or positions; and

(ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,

whether by the Company or the Client, in accordance with the terms of this Agreement.

2.2. The headings to the clauses and sections in this Privacy Policy are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Privacy Policy.

2.3. The meanings of words and expressions that were not defined in this Policy shall follow the definitions described in the Client Agreement.

## 3. Personal Data Collected

3.1. If the Client is a potential customer, Personal Data collected by the Company includes but not limited to the following:

(a) the Client's personal details, e.g. name, telephone number, email address;

(b) identity verification documents, e.g. ID, passport, utility bills;

(c) financial details, e.g. bank account, payment card information;

(d) information about the Client's income and wealth including details about your assets and liabilities, account balances, trading statements, tax and financial statements;

(e) profession and employment details;

(f) transaction data, i.e. all information and details related to any Transactions made;

(g) the Client's use of Services, including but not limited to the pages the Client has visited; and

(h) technical information, including but not limited to the Client's devices, type and version of the operating system, time zone.

3.2. The Company also uses cookies on our websites to customize the information and experience displayed on our website according to the Client's preferences. Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time.

## 4. Purpose of Personal Data Collected

4.1. The Client consents and allows the Company in processing the Personal Data:

(a) to perform the Company's contractual obligations under the Client Agreement;

(b) to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Policy available on the Company's website or other legal and regulatory compliance;

(c) to monitor and record calls for business analysis, training or service improvement purposes;

(d) to monitor and record calls and electronic communications for processing and verification of instructions;

(e) ensure that the Client meets the suitability requirements needed to use the Company's Services;

(f) to manage the Client's Account; and

(g) in providing suitable marketing materials or Material to the Client.

## 5. Disclosure of Personal Data

5.1. The Company may share the Personal Data to third parties:

(a) under any Applicable Statutes And Regulations;

(b) in compliance with legal and/or court orders obligations;

(c) in compliance with any requests and order made by its regulatory authorities;

(d) if it is necessary to perform the Company's obligation under the Client Agreement, including but not limited to the Company's associates or related companies;

(e) to data processes who are third parties who the Company may engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, and disaster recovery services;

(f) The Company's auditors, consultants, accountants or other financial or professional advisers;

(g) such as third-party payment services providers, licensed custodians and/or financial institutions engaged by the Company for processing of client funds, strictly for the purposes of complying with Know Your Customer (KYC) and Anti-Money Laundering (AML) requirement; or

(h) when the Client has given the Company consent.

## 6. Transfer of Personal Data

6.1. In compliance with the EU General Data Protection Regulation 2016/679 ("GDPR"), the Company shall not transfer any Personal Data outside the European Economic Area ("EEA") unless:

(a) it is required under Applicable Statutes And Regulations;

(b) it is necessary to perform the Company's contractual obligations under the Client Agreement; or

(c) the Client has given such consent.

6.2. The Company shall not transfer any Personal Data outside the European Economic Area ("EEA") without taking reasonable steps in ensuring:

(a) the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;

(b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;

(c) the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;

(d) the third party comply with its obligations under any applicable data protection law and regulation; and/or

(e) binding corporate rules or standard data protection clauses approved by the European Commission are in place.

## 7. Retention Period

7.1. The Company shall retain the Client's Personal Data as long as the Client's Account remains active and valid, and may retain the Client's Personal Data up to six years after the Client's trading account and the Client Agreement with the Client is terminated. The Client's Personal Data may be retained for more than six years subject to any Applicable Statutes And Regulations, acts or policies by the relevant regulatory authority and the Company's internal policies.

7.2. The Client acknowledges that the Company may need the Client's Personal Data to fulfil its obligation under the Client Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client Agreement and the Client's trading account with the Company.

## 8. Management of Personal Data

8.1. The Company has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of a security breach.

8.2. The Company train our employees and provide internal educational trainings to the employees handling Personal Data to respect the confidentiality of customer information and the privacy of individuals. Furthermore, the Company implemented procedures to safeguard Personal Data where employees are only given access to the Client's Personal Data if it is necessary to perform the Company's obligation under the Client Agreement.

8.3. The Client acknowledges that the Company cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that the Company shall not be liable for any malicious and fraudulent acts committed by third party beyond the Company's control provided that the Company has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

## 9. Client's Right

9.1. Under GDPR, the Client retains the right to:

(a) access the Client's Personal Data and inquire the Company whether the Personal Data is being processed;

(b) rectify or amend the Client's Personal Data;

(c) restrict the processing of Personal Data;

(d) object against Personal Data processing for direct marketing purposes; or

(e) demand the Company to delete and erase the Client's Personal Data.

## 10. Contact

10.1. If the Client has any complaint or concern in relation to our privacy practice, please reach us via the following channels:

Email: support@dooprime.com

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