

Privacy Policy

WE VALUE YOUR TRUST, AND WE WANT YOU TO UNDERSTAND HOW WE HANDLE YOUR INFORMATION. KINDLY REVIEW THIS PRIVACY NOTICE ATTENTIVELY. THROUGH YOUR ACCESS OR UTILIZATION OF THIS WEBSITE OR OUR SERVICES, OR BY AGREEING TO THE TERMS AND CONDITIONS, PRIVACY NOTICE, AND COOKIE POLICY IN ANY OTHER MANNER, YOU ACKNOWLEDGE YOUR COMPREHENSION AND CONSENT TO ABIDE BY THESE TERMS AND CONDITIONS AND PRIVACY NOTICE. IT IS ESSENTIAL TO RECOGNIZE THAT BY DOING SO, YOU MIGHT BE RELINQUISHING CERTAIN RIGHTS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AND PRIVACY NOTICE, PLEASE REFRAIN FROM USING THE WEBSITE. IN THIS PRIVACY NOTICE, YOU CAN FIND AN EXPLANATION OF HOW YOU CAN ENSURE THAT YOUR DATA IS HANDLED IN A RESPONSIBLE MANNER AND UNDER APPLICABLE DATA PROTECTION LEGISLATION.

1. About Privacy Notice

1.1 The <https://fxci.com/> website (starting now, “Website”, “Service”, “Provider”, “We”, “Our”, “Us”) and any of its related products and services (collectively, “Services”) are operated by FXCI Challenge LTD trading as FXCI. The provider is a Limited Company registered in the UK with the company number 15068590 and the registered office at 6 Burrows Court, Liverpool, United Kingdom, L3 6JZ and acts as a Controller with respect to Personal Data.

This Privacy Notice outlines the collection, protection, usage, transferring, and storage of personally identifiable information (“Personal Data”) that you might provide on the website (“Website” or “Service”) as well as its associated products and services (referred to collectively as “Services”). As used in this Privacy Notice, Provider (or “we”, “us” or “our”) means Company and its parents, representatives, officers.

2. Language of the Privacy Notice

2.1 This Privacy Notice is established exclusively in the English language.

3. Assent

3.1 This Privacy Notice applies to all visitors, clients, and individuals who interact with the Website and/or Services.

3.2 This Privacy Notice is applicable to all Services accessed through our website, app, whether accessed on mobile devices, PCs or other platforms.

3.3 By signing up on the Website or using the services without signing up, if registration isn't needed, before your first use of the services, you are forming a deal with the provider to get the services you have chosen. By agreeing to the Privacy Notice, you are agreeing to the stipulations articulated within the Privacy Notice.

3.4 If you have any questions about the services or this agreement, please contact us by email at support@fxci.com.

4. Collected information

4.1 Provider collects various types of information to provide you with our services effectively and improve your overall experience. The types of information we collect include the next:

4.1.1 Customer-Provided information. This category includes data that you manually provide to us such as:

- Contact information: first and last name, email address, phone number, country of residence, and mailing address, billing address etc.

- Identification Information: government-issued identification ID's, its numbers, social security numbers, or tax identification numbers, when required for regulatory or compliance purposes, date of birth, place of birth, etc.

- Account information: details related to your assessment account, including account numbers, balances, and transaction history, targets, losses, etc.

- Other Information Provided by the Customer: information you provide directly to us, including details relevant to your assessment process and account management.

4.1.2 Automatically Collected Information. when you visit our site, our servers automatically record information that your browser sends us. It may include:

- Usage Information and technical data: your device's IP address, Log data, including information about your interactions with our Services,

browser type, pages viewed, and timestamps etc. Device information: about the device you use to access our Services, such as device type, operating system type and version, and browser etc.

Cookies and Tracking Technologies: we use cookies and similar tracking technologies to enhance your browsing experience and analyze how you use our website. You can manage your cookie preferences by adjusting your browser settings. Read more about cookies and for what purpose We use them in Our [Cookie Policy](#).

Location Information: If you provide your consent or if necessary for the provision of specific services, we may collect location data from your device.

Language information: language preferences or the webpage you were visiting before, information from the device.

Communication Data: Information generated when you communicate with us, such as emails, chat transcripts, or other forms of correspondence.

Marketing data: your preferences in receiving marketing from us and our third parties and your communication preferences.

Automatically Collected Information: data collected automatically through your use of our Services, such as login and usage history, trading activities, and portfolio data. This data is essential for providing our trading platform's core functionality and ensuring its security.

4.1.3 Financial information: the provider uses third party services to make payments. The next information may be used:

Bank account details: If necessary for processing transactions or withdrawals, we may collect your bank account information.

Payment Information: information related to payments and financial transactions, including credit card information or other payment method details.

The storage of all payment information is overseen by our payment processors. You can find their respective privacy notices accessible on their websites (third-party services).

4.1.4 Third-Party Information: we may receive information from third-party sources, including service providers, business partners, and publicly available sources, to enhance our understanding of your needs and preferences.

4.1.5 Sensitive information. We do not collect sensitive information not necessary to the operation of the Provider, except the cases of necessity.

4.2 We collect these two types of information primarily to fulfill our contractual obligations, meet legal and regulatory requirements, and provide you with tailored services. Your privacy is of utmost importance to us, and we will only collect and use your information in accordance with applicable laws and regulations.

4.3 In situations where we are legally required or have a contractual obligation to collect personal data from you, and you do not provide this data upon request, it may impede our ability to fulfill the contract we have with you or are attempting to establish. For instance, this could affect our capacity to deliver services to you. If such a situation arises, we may be compelled to cancel the

provision of service that you have with us. However, we will promptly inform you of this circumstance if it occurs.

4.4 You also accept that in the event of inability or failure to provide mandatory data, the provider reserves the right to discontinue providing services to the customer without a refund.

4.5 By using our Services, you acknowledge that you are providing us with the necessary information as outlined in this Privacy Notice, and you consent to the collection, processing, and storage of this data as described herein. We will never sell your personal information to third parties for marketing purposes without your explicit consent.

4.6 If you have any questions about the collected information, please contact us by email at support@fxci.com.

5. Legal basis to collect, store, process, keep and transfer your personal information

5.1 We process your personal data only when necessary and when we have a valid legal justification, such as with your consent, to follow laws, provide services, fulfill contracts, protect your rights, or serve our legitimate business

interests, inclusive of those set forth in our Terms & Conditions and to protect the Company against fraud.

5.2 This section applies to Customers located in EU or UK.

5.2.1 The GDPR and UK GDPR mandate us to outline the legal grounds for processing your personal data. Therefore, we process your information based on the following legal grounds:

Consent: we may process your information if you have provided us with consent to use your personal information for a specific purpose. You have the right to revoke your consent at any time. To do so, simply reach out to us through the contact form or send an email to support@fxci.com.

Legitimate Interest: we may use your information if it is necessary for our legitimate business interests, provided that these interests do not override your interests or basic rights and freedoms, inclusive of those set forth in our Terms & Conditions and to protect the Company against fraud.

Data Subject Rights: We respect and uphold your rights as a data subject, including the right to access, rectify, erase, restrict processing, and object to the processing of your personal data.

Data Portability: You have the right to receive a copy of your personal data in a structured, commonly used, and machine-readable format when technically feasible.

Legal Obligation: we may handle your information to fulfill our legal obligations, such as cooperating with law enforcement or regulatory

bodies, protecting our legal rights, or providing your information as evidence in relevant legal proceedings.

Vital Interests: we may also process your information if it is crucial to safeguarding your vital interests or the vital interests of others, for example in emergency situations where safety is at risk.

Transparency and Accountability: We maintain records of our data processing activities and implement measures to ensure the security and confidentiality of your personal data.

5.2.2 By operating in accordance with these legal principles and GDPR and UK GDPR obligations, we aim to provide you with a secure and transparent environment for the processing of your personal data. If you have any questions or concerns about our data processing practices or wish to exercise your rights under GDPR or UK GDPR, please refer to support@fxci.com.

6. Use of Data

6.1 We use the information we collect for specific purposes that are essential for the provision of our services, compliance with legal obligations, and improving your overall experience. We use your information in the following ways:

6.1.1 Legal and Regulatory Compliance

To meet our legal and regulatory obligations, including but not limited to anti-money laundering (AML), counter-terrorist financing (CFT), and know-your-customer (KYC) requirements.

To comply with tax reporting and withholding obligations.

6.1.2 Communication

To respond to your inquiries, requests, or complaints.

To provide you with important updates, notices, and information related to your account or changes to our services.

To send promotional or marketing materials, with your consent.

6.1.3 Service provision

To facilitate the opening and management of your test account, your access to our Services.

To verify your identity and conduct necessary checks for compliance with regulatory requirements.

To communicate with you regarding your account, transactions, and our services.

6.1.4 To improve our services and your experience using our Platform

To analyze user behavior and preferences to enhance our website, trading platforms, and services.

To develop new products, features, and offerings.

To conduct research and market analysis for the purpose of improving our services.

In marketing purposes.

6.1.5 In security reasons

To protect the security of your account and our Services.

To detect and prevent fraudulent activities, unauthorized access, or other violations of our policies and terms.

To aggregate and anonymize data for statistical analysis and reporting purposes, ensuring your personal information is not identifiable.

6.2 Legal basis of your personal information use are various legal bases for processing your data, including your consent, contractual necessity, compliance with legal obligations, and legitimate interests. We ensure that your data is processed lawfully and fairly, with respect to your rights and interests.

6.3 Processing your Personal Information depends on how you interact with the Website and Services, where you are located in the world. It can be variable because of differences of the Laws applicable to your location.

6.4 Note that under some legislations we may be allowed to process information until you object to such processing (by opting out), without having to rely on consent or any other of the following legal bases below.

6. 5 We will not use your personal information for purposes incompatible with those described above, and we will only retain your data for as long as necessary to fulfill the purposes outlined in this Privacy Notice or as required by applicable laws and regulations.

6.6 If you have any questions about the use of the information, please contact us by email at support@fxci.com.

7. Security of your personal information and data

7.1 We have implemented robust security measures to safeguard your personal data, preventing any unintentional loss, unauthorized access, alterations, or disclosures. Furthermore, we restrict access to your personal information to individuals such as employees, agents, contractors, and other third parties who require this information for legitimate business purposes. These individuals will only handle your personal data in accordance with our instructions and are bound by strict confidentiality obligations.

7.2 However, it's important to note that despite our best efforts, we cannot guarantee 100% security when it comes to data transmitted over the internet.

7.3 We remain vigilant in our commitment to maintaining the highest possible standards of data security and privacy, and we continuously monitor and enhance our security practices to mitigate these risks.

7.4 At the same time, you agree that you are aware of the terms and conditions of our platform as well as this Privacy Notice. If you violate the rules described in these legal contracts, we will not be liable for any damages.

7.5 How we safeguard your information:

7.5.1 Secure data handling

Your data is stored on secure servers and data centers with stringent access controls.

We employ secure data transmission protocols to protect your data during transit.

7.5.2 Access control

Access to your personal information is limited to authorized personnel, including employees, agents, contractors, and trusted third parties who have a legitimate business need to access this data.

7.5.3 Third-Party Security

We ensure that our third-party service providers and partners adhere to stringent security standards and data protection measures to safeguard your information when it is shared with them for specific purposes.

At the same time, we are not responsible for the loss, disclosure or other misuse of personal information by our partners (third parties).

To familiarize yourself with the methods of protection, use, transfer, storage, etc. of personal data of our partners, please refer to the relevant third-party legal documents on their websites.

7.5.4 Data Retention

We retain your data only for as long as necessary to fulfill the purposes outlined in this Privacy Notice, Terms and Conditions, other applicable policies, or as required by applicable laws and regulations.

7.5.5 Incident response

In the event of a data breach or security incident, we have established procedures to promptly identify, report, and mitigate the impact of such

incidents. We also comply with legal obligations to notify affected individuals and regulatory authorities when required.

At the same time, you accept that if you become aware of any suspicious activity or if there is a breach of the Provider's Privacy Notice, you are obliged to notify us without any delay.

7.5.6 Regular auditing of our systems

We conduct regular security audits, assessments, and testing to identify and address vulnerabilities, ensuring ongoing protection of your data.

7.6 Despite our rigorous efforts, it is essential to understand that no data transmission or storage method is entirely foolproof. Therefore, while we take extensive precautions to protect your information, we cannot guarantee absolute security.

7.7 If you suspect any security concerns or have questions about our security practices, please do not hesitate to contact us at support@fxci.com.

8. Disclosure of your Personal Information

8.1 We may disclose the information we collect about you, and we might provide you with the ability to share this information, with a range of third parties using various methods, including:

8.1.1 With vendors, consultants, business partners, and other third-party service providers as necessary to perform tasks on our behalf and facilitate the provision of the Services. These entities are contractually bound to protect your data and use it only for the purposes we specify.

8.1.2 With the general public, if you choose to share information when contributing content to our Services through platforms such as forums, blogs, social features, or similar mediums.

8.1.3 With individuals who have access to your device if you make your Account accessible to them via that device.

8.1.4 With specific third parties if we are obligated to disclose such information by applicable law, regulation, or legal proceedings.

8.1.5 With law enforcement officials, government authorities, or other third parties if we suspect that your actions contradict our terms, policies, and/or are fraudulent or violate applicable law, or when it is deemed necessary to safeguard the rights, assets, or safety of the Provider or others.

8.1.6 Law enforcement agencies, courts, tribunals, and regulatory bodies to fulfill our legal and regulatory responsibilities.

8.1.7 We may disclose your information to protect our legal rights, defend against legal claims, or investigate and prevent fraud, security breaches, or violations of our terms and policies.

8.1.8 In the event that we consider selling, transferring, or merging portions of our business or assets with third parties, or if we contemplate acquiring other businesses or merging with them, your personal data may be included in such transactions. If such changes occur in our business structure, the new owners

will be expected to handle your personal data in a manner consistent with the principles outlined in this Privacy Notice.

8.2 We insist that all third parties uphold the security and legal standards concerning your personal data. We strictly prohibit our third-party service providers from using your personal data for their own objectives. Instead, we grant them permission to process your personal data only for specific purposes and strictly in accordance with our provided instructions.

8.3 You also accept that without providing the required data, as well as its disclosure, the Provider reserves the right to refuse to provide services.

8.4 If you have any questions about the disclosure of the information, please contact us by email at support@fxci.com.

9. Transferring the Personal Information outside the UK

9.1 As part of our global operations, it may be necessary for us to transfer your personal information outside of the United Kingdom (UK). When such transfers occur, we take steps to ensure that your personal data remains protected and that the transfer complies with applicable data protection laws.

9.2 Before transferring your personal information to a location outside the UK, we assess the adequacy of data protection measures in the receiving jurisdiction. We ensure that appropriate safeguards are in place to protect

your data, such as contractual clauses, binding corporate rules, or adherence to an approved data protection framework.

9.3 We may transfer your personal data outside the UK to fulfill our legal obligations or to comply with regulatory requirements.

9.4 Regardless of the location of your data, we will continue to respect and uphold your rights as a data subject, as outlined in §6.

9.5 By using the services of the Provider you consent to the possible transfer of your personal data outside the United Kingdom.

9.6 In some cases, we may seek your extra explicit consent to transfer your personal information outside the UK. If you provide consent, we will inform you of the potential risks associated with the transfer.

10. Retention of the Personal Information

10.1 We will keep and utilize your Personal Information for the duration required to fulfill our legal obligations, settle disputes, and uphold our agreements unless a longer retention period is mandated or allowed by law.

10.2 Any aggregated data resulting from or including your Personal Information might be used after you update or delete it, but not in a manner that could personally identify you. Once the retention period concludes,

Personal Information will be erased. Thus, the rights to access, erasure, rectification, and data portability cannot be exercised after the retention period expires.

10.3 Please note that in order to process your request of Personal Information erasure, you must clear our cookies from any device used to access our website in a web browser.

10.4 When we delete personal information about you, we may still retain some or all of that information for other purposes such as maintaining financial records, protecting or enforcing legal rights, maintaining marketing suppression lists or for technical reasons such as maintaining technical security or our database integrity. We may also retain your information in an anonymized form.

11. Legal Rights of the Customer

11.1 We respect your rights as a customer, and we are committed to ensuring that you have control over your personal information. This section outlines your rights in relation to your personal data under applicable data protection laws.

11.2 General rights:

11.2.1 Access to the collected Personal Information. You have the right to request access to your personal data and receive information about how we process it.

11.2.2 Correction of the Personal Information. You can request the correction of inaccurate or incomplete personal data.

11.2.3 Erasure of the Personal Information. You have the right to request the deletion of your personal data when certain conditions are met (the “right to be forgotten”).

11.2.4 Restriction to process your Personal Information. You are able to request the restriction of processing your data in specific circumstances.

11.2.5 Data Portability. In certain conditions, you have the right to receive your personal data in a structured, commonly used, and machine-readable format and to transmit it to another controller.

11.3 This section applies to Customers located in EU or UK.

11.3.1 Direct marketing restriction. You have the right to object to processing for direct marketing purposes.

11.3.2 Consent withdrawal. If we rely on consent as our lawful basis for processing your data, you can withdraw your consent at any time. You have the right to withdraw your consent to the processing of your personal data, subject to legal or contractual restrictions.

11.3.3 Legitimate interests. You have the right to object to processing based on legitimate interests, including profiling.

11.3.4 Complaint. You have the right to lodge a complaint with a supervisory authority if you believe that our processing of your personal data infringes applicable data protection laws.

11.4 We take your rights seriously and will respond to your requests promptly, in accordance with the requirements of the applicable data protection laws. To

exercise any of these rights or if you have questions or concerns about your privacy rights, please refer to support@fxci.com for instructions.

11.5 As a general rule, a request for the execution of the rights granted above is completely free of charge for the client and does not incur any fees.

11.6 At the same time, you acknowledge and agree that fees may be charged for (including, but not limited to) a manifestly unreasonable request, a request that violates this Privacy Notice, or a repeated request.

11.7 Also, in order to accept your request to exercise some of these rights, we may request proof of your identity as well as the basis for executing such request. No personal information may be disclosed to a third party, except in individual legal cases.

11.8 If you reside in the European Economic Area or the UK and think that your personal information is being mishandled, you can file a complaint with your local data protection authority. Find their contact details at:

https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

12. Third-Party Services

12.1 These Third-Parties Links are not under the Provider's control and the Provider bears no responsibility for the content of Third-Parties Links. The Provider provides these links solely for your informational purposes. The inclusion of any Third-Parties Links should not be misconstrued as an endorsement of the Linked Site or any affiliation with its operators.

12.2 Some of the Services accessible through the Website are provided by external websites and entities (Third-Parties Links). When you utilize a product, service, or feature that originates from the Website, you affirmatively acknowledge and grant permission for the Provider to share your information and data with any third party in contractual partnership with the Provider.

13. Age restrictions and prohibited jurisdictions

13.1 The Services are available only for individuals who are 18 years old or older and are residing in regions where the Services are accessible. By using the Website, you affirm that you are at least 18 years old. If you are below 18 years of age, you are not permitted to utilize the Services. Any person who falls under prohibitions is not allowed to purchase any Challenges.

13.2 You agree to access the Services solely from countries where they are accessible (please check the Terms and Conditions for the list). You acknowledge the possibility of limitations or legal regulations in certain countries that might prevent your access to or utilization of the Services. You commit to using the Services in accordance with all applicable laws.

13.3 The company unintentionally collects data from users from prohibited jurisdictions and those under the age of 18, as some data is collected

automatically. The Company is not responsible for the collection of data from persons under 18 years of age and from prohibited jurisdictions.

13.4 Once the provider becomes aware that data has been collected from persons under the age of 18 or from prohibited jurisdictions, the provider will take steps to delete such data immediately.

14. Changes to this Privacy Notice

14.1 The Provider reserves the right to modify or update this Privacy Notice at any time without prior notice. Changes will become effective upon posting on the Website or through other communication channels. It is your responsibility to review this Privacy Notice periodically for any changes.

14.2 By continuing to use the Services after any modifications to the Privacy Notice, you acknowledge your acceptance of the revised terms. If you do not agree with the changes, you should cease using our services.

14.3 Provider may also provide notice of significant changes to the Privacy Notice through email or other communication methods to ensure that you are aware of such changes.

15. Invalidity of Provisions of this Privacy Notice

15.1 In the event that any provision or portion of the Privacy Notice deemed invalid, illegal, or unenforceable, such provision shall be considered as removed, but this will not impact the validity and enforceability of the remaining portions of the Privacy Notice.

16. Contact details

16.1 If you have any questions about the services or this agreement, please contact us by email at support@fxci.com.