

## **Signal Provider Program Terms and Conditions and Privacy Policy**

These terms and conditions (the “**Terms**” or “**Agreement**”) govern the relationship between OANDA Global Markets Limited (“**we**”, “**us**”, “**our**”, or the “**Company**”) and you (“**Signal Provider**”). It is important that you read, understand, and accept these Terms and the Privacy Policy (Appendix 1) before we establish a relationship under our Signal Provider Program (the “**Program**”). We offer the Program to individuals who have met certain requirements that demonstrate their ability to generate profit from the trading of foreign exchange and commodities contracts, and other financial instruments.

OANDA Assessments Limited, which is an affiliate of the Company, has informed us that you have successfully completed a qualifying assessment program (a “**Challenge**”) through the services they provide. After an initial screening process conducted by us, we are providing you with these Terms to initiate our invitation to you to participate in the Program.

If you accept these Terms (which includes confirming your place of residence is an Eligible Country as provided in *Annex A* below), you must first undergo a KYC/AML review conducted by the Company, or a third-party vendor of the Company’s choosing, whereby you’ll need to provide certain documentation. Once you have cleared the KYC/AML compliance review, you will receive an email from us informing you of such clearance. Prior to the creation of a Virtual Account (as described below), you will be required to open an account or hold an existing account with us that is subject to our Terms of Business (the “**Account**” as defined therein) and in accordance with our standard account opening process for a newly established account which can be initiated through the following link: <https://www.oanda.com/bvi-en/>

The Account will be used for purposes of Signal Provider Profit Sharing (as described below) and must not be terminated or suspended at any time pursuant to our Terms of Business for your continued participation in the Program. Once you have an Account, whether pre-existing or newly established, you will be required to enter your account identification number in the User Portal (as described below). The Account must be owned by Signal Provider and match identifying information provided during the KYC/AML compliance review, if you fail to meet this requirement or any other of the account opening requirements, you will not be able to participate in the Program and our relationship will be terminated. After passing KYC/ AML compliance review and successfully opening the Account, a Virtual Account (as described below) will be created for you, thereby initiating your relationship with the Company as a Signal Provider.

### **The Virtual Account**

Once you are cleared to become a Signal Provider, the Company will (i) create in its books and records an account that simulates an actual trading account attributable to a Signal Provider (the “**Virtual Account**”) and (ii) fund an initial notional account balance into the Virtual Account (this initial balance plus any additional funds allocated thereto as provided in *Signal Provider Profit Sharing* below, the “**Virtual Funds**”). The initial notional account balance is based on the funding level corresponding to the tier you selected when you enrolled in the Challenge. If you successfully completed multiple Challenges, the aggregate of each funding level corresponding to the tier you selected will be merged into a single Virtual Account; provided that such Virtual Account cannot exceed the maximum funding level as set forth in the Program Rules (see below).

Upon creation of the Virtual Account, Signal Provider will receive an email (a “**Welcome Email**”) setting forth the following details:

- Virtual Account Login Credentials
- Virtual Funds Allocation

- User Portal Credentials to access the portal that will contain important rules regarding administrative matters and acceptable risk parameters under the Program (the “**Program Rules**”); which can be found here: [https://legal.oanda.com/?code=rules\\_for\\_signal\\_provider\\_accounts](https://legal.oanda.com/?code=rules_for_signal_provider_accounts)

**SIGNAL PROVIDER ACKNOWLEDGES AND AGREES THAT THEY DO NOT HAVE ANY LEGAL RIGHT OR CLAIM TO THE VIRTUAL FUNDS HELD IN THE VIRTUAL ACCOUNT. SIGNAL PROVIDER ACKNOWLEDGES AND AGREES THAT THE VIRTUAL ACCOUNT IS NOT AN ACTUAL TRADING ACCOUNT AND THAT VIRTUAL FUNDS ARE NOT REAL MONEY AND HAVE NO VALUE OUTSIDE OF THE TERMS OF THIS PROGRAM. SIGNAL PROVIDER’S RIGHTS TO COMPENSATION BASED ON PROFIT SHARING UNDER THE PROGRAM IS SET FORTH BELOW UNDER *SIGNAL PROVIDER PROFIT SHARING*. SIGNAL PROVIDER ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN THE PROGRAM DOES NOT CONSTITUTE ACTUAL TRADING AND AS SUCH THE PROGRAM IS NOT SUBJECT TO PRUDENTIAL REGULATORY OVERSIGHT.**

### Trading Signals

Signal Provider will provide the Company with trade signals that replicate actual trades that Signal Provider would place in the market at any given time based on Signal Provider’s market trading skills (“**Signals**”). All Signals must stay within the parameters of the Program Rules, not violate terms of this Agreement and not be considered abusive trading practices (see *Signal Provider Conduct* below). The Company trades within risk parameters that it sets for itself that are embedded in our proprietary trading models, which means we may or may not take risk onto our proprietary trading book based on a Signal provided by Signal Provider.

Regardless of whether the Company chooses to expose our proprietary trading book to market risk, your Virtual Account will reflect profits, losses and costs of trading. If the Company chooses not to trade in our proprietary trading book based on a Signal Provider’s Signal, the Virtual Account will none-the-less be allocated virtual profits, losses and costs of trading as if the account activity had been fully subject to market risk. The costs of trading reflect the costs of trading which would be experienced if the Signal Provider were fully subject to the standard trading conditions of an Account holder with the Company as opposed to the same trading conditions experienced when Company’s propriety trading book trades with the market on an aggregate basis (i.e., in terms of trading spreads, leverage, financing, etc.). Signal Provider’s profit sharing is determined on a portfolio basis; therefore, profits, losses and costs of trading (whether incurred virtually or actually in the Company’s proprietary trading book) will be netted within your Virtual Account to assess whether profits have been generated. Compensation for the Signals provided by the Signal Provider is determined as set forth below under *Signal Provider Profit Sharing*.

The Company’s proprietary trading models and activity are influenced by Signals provided by all Signal Providers in combination. This can potentially lead to situations where the marginal value of each Signal, or Signal Provider, may not directly contribute in commensurate proportion to the value of all Signals, or Signal Providers, in aggregate. Signal Provider acknowledges and agrees that the marginal or incremental value of any Signal or Signal Provider is determined by the Company in its sole discretion.

If the Company determines that Signals from a Signal Provider might potentially impede the overall performance of the Company’s proprietary trading models, then any one or more of the following actions may be taken by the Company: (1) restricting the Virtual Account to allow only Signals that are directionally opposite to those previously provided to form open market risk, (2) setting trading or risk limits specific to any Signal Provider to facilitate effective risk management, (3) entering Signals in the Virtual Account to close open market risk from any Signal previously provided, (4) denying access to the Virtual Account, (5) revoking Signal Provider credentials, and (6) removal of Signal Provider from the Program. In such instances, notwithstanding any breaches of this Agreement, the Program Rules or the Signal Provider Conduct provisions (set forth below), the Company will compensate the Signal Provider as set forth under *Signal Provider Profit Sharing* for any Signals provided prior to the Company taking any action as set forth in (1) through (6) above.

## Signal Provider Conduct

Signal Provider accepts full responsibility for monitoring all Signals it provides to the Company to ensure that potential trades that might be executed by the Company's proprietary trading book would not be considered abusive trading practices. Signal Provider acknowledges and agrees that all Signals it provides to the Company will be consistent with the manner in which actual trading is conducted in the foreign exchange market (or any other financial market), will be consistent with prudent risk management and will not subject the Company's proprietary trading operations to potential harm, such determinations to be made by the Company in its sole discretion.

Signal Provider must maintain the confidentiality of their Virtual Account Login Credentials and their User Portal Credentials and always prevent unauthorized use thereof. If Signal Provider becomes aware of any deliberate or inadvertent disclosure, loss, theft or unauthorised use of the Virtual Account Login Credentials, Signal Provider must notify the Company immediately and request a new password.

As a Signal Provider, you understand and agree that the Program and your Virtual Account are for your personal use only. You shall not, and you agree not to, allow access to or the provision of Signals from your Virtual Account by any third party. Furthermore, you shall not engage or cooperate with any third party to have such a third party provide Signals for you, whether such a third party is a private person or a professional service. Signal Provider must not provide Signals to the Company by accessing the Virtual Account Login Credentials of any other Signal Provider in the Program. Any activity contravening this clause will be considered a breach of this Agreement.

Signal Provider agrees that their participation in the Program is strictly individual. The Company prohibits coordinated activities among multiple Signal Providers intended to manipulate or circumvent the Program Rules or this Agreement. The identification of such coordination, which the Company may determine at its sole discretion through the analysis of shared IP addresses, devices, personal information, or trading patterns, shall be deemed a material breach of this Agreement.

The Account held with the Company for the purposes of receiving any Shared Profits must be legally and beneficially owned by the Signal Provider. All identifying information for this Account must match the information provided during the KYC/AML compliance review. Any attempt to direct payments to a third-party account or any indication that the Account is controlled by a third party will be considered a breach of this Agreement.

Signal Provider acknowledges that continued participation in the Program is contingent upon demonstrating prudent risk management consistent with the Company's operational standards. The Company reserves the right to review the Signal Provider's complete history with the Company and its Affiliates, including performance during any Challenge and within the Program itself. If a Signal Provider's history with the Company and its Affiliates displays a pattern that, in the Company's sole discretion, suggests a high-risk trading style, poor overall profitability performance, or a disregard for disciplined risk management, the Company may take action. Such a pattern may be evidenced by, but is not limited to, a history of multiple failed or breached SP accounts. Further examples of poor risk management include using excessive margin on the Virtual Account or using a combination of positions across the Virtual Account and other accounts to hide or obscure the actual size of a position. In such instances, the Company reserves the right, at its sole discretion, to impose restrictions on the Signal Provider's current and any future Virtual Accounts or to immediately terminate this Agreement. Such restrictions may include, but are not limited to, a reduction in the Virtual Funds allocated to the Virtual Account, limitations on leverage, or the imposition of a mandatory waiting period before a User can be considered for a new Signal Provider account.

To maintain your status as a Signal Provider you must, at all times, adhere to the Program Rules. The Program Rules are an integral part of this Agreement and are available to you through the User Portal. It is Signal Provider's responsibility to carefully read these Program Rules and to inform the Company of any questions or objections that Signal Provider may have regarding these rules before submitting a Signal to the Company. By submitting Signals to the Company, Signal

Provider agrees, represents, warrants and certifies that Signal Provider understands and accepts the Program Rules, as provided to you and as may be amended from time-to-time by the Company and communicated to Signal Provider.

Any violation of the Program Rules or any breach of this Agreement will result in: (1) the denial of access to the Virtual Account, (2) revocation of credentials, (3) removal from the Program and (4) forfeiture of any value in the Virtual Account.

Additionally, if Signal Provider provides any Signal to the Company based on any of the Forbidden Trading Practices (as set forth in Annex B) or in violation of the Signal Provider Conduct provisions (as set forth above), the Company may, in its sole and absolute discretion, take certain measures including, but not limited to, the actions set forth in (1) through (4) above.

### **Signal Provider Profit Sharing**

The Company agrees to pay the Signal Provider based on the methodology set forth below and in an amount equivalent to the percentage of profit set forth in the Program Rules (in effect as of any given date) such amount to be determined on a portfolio basis; which means profits, losses and costs of trading (whether incurred virtually or actually in the Company's proprietary trading book) will be netted within the Virtual Account to assess whether profits have been generated (such profits, "**Shared Profits**").

The following is an example of the method of allocation to determine Shared Profits in the Virtual Account (refer to the Program Rules for the allocation applicable as of any given date):

- Beginning Virtual Account balance = \$100,000
- Profit equivalent amount allocation: 75% Signal Provider / 25% Company
- After one month of virtual trading: Virtual Account balance = \$120,000
- Amount requested for transfer by Signal Provider = \$10,000
- New Virtual Account balance = \$110,000
- Signal Provider's Shared Profits = \$7,500

Signal Provider may request a transfer of all or a portion of any Shared Profits from the Virtual Account into the Account; provided however, Signal Provider can only place such transfer request within the time period set forth in the Program Rules. Once a transfer request has been made and approved, the Virtual Account will reflect the corresponding reduction and the payment of funds into the Account will be made on a periodic basis as set forth in the Program Rules.

### **General Terms**

**Relationship between the Parties.** This Agreement does not and shall not be deemed to constitute a partnership or joint venture between Signal Provider and the Company. Signal Provider is not an employee or agent of the Company and shall not hold themselves out as such. Shared Profits are considered non-employee compensation and may be subject to taxation. Signal Provider agrees to seek independent counsel regarding taxation, accounting or any legal matters related to this Agreement.

**Modification of the Terms.** The Company may change these terms at any time for any reason and at such time, we will notify you in writing before the changes take effect. Signal Provider will be deemed to accept and agree to the changes unless you notify us to the contrary within three (3) Business Days of the date of our written notice to you. If you object to the changes, the Company may, in its sole discretion, deny you access to your Virtual Account, revoke your credentials, and remove you from the Program; provided however, the Company will compensate Signal Provider as set

forth under *Signal Provider Profit Sharing* for any Signals provided prior to Signal Provider's objection to the change of Terms.

Governing Law and Jurisdiction. The Agreement is governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes.

#### **Disclaimer**

The Company shall have no responsibility for delays in the transmission of Signals or trades placed in the market due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of the Company's gross negligence or willful misconduct.

## Annex A

### Approved Jurisdictions List

Antarctica	Curaçao	Lesotho	Sao Tome & Principe
Antigua & Barbuda	Djibouti	Liberia	Saudi Arabia
Argentina	Dominica	Macau	Saint Kitts & Nevis
Armenia	Dominican Republic	Macedonia	Saint Lucia
Aruba	Ecuador	Madagascar	Saint Vincent & Grenadines
Azerbaijan	Egypt	Malawi	Samoa
Bahamas	El Salvador	Malaysia	Serbia
Bahrain	Equatorial Guinea	Maldives	Seychelles
Bangladesh	Eritrea	Marshall Islands	Sierra Leone
Belize	Eswatini	Mauritania	Solomon Islands
Benin	Ethiopia	Mauritius	South Africa
Bermuda	Fiji	Mayotte	Sri Lanka
Bhutan	Gabon	Mexico	Suriname
Bosnia & Herzegovina	Gambia	Micronesia Moldova	Taiwan
Botswana	Georgia	Mongolia	Tajikistan
Bouvet Island	Ghana	Montenegro	Thailand
Brazil	Greenland	Morocco	Timor-Leste
Brunei	Grenada	Nauru	Togo
Burundi	Guatemala	New Caledonia	Tokelau
Cape Verde/ Cabo Verde	Guinea	Niger	Tonga
Central African Republic	Guinea-Bissau	Niue	Tunisia
Chad	Guyana	Oman	Turkmenistan
Chile	Honduras	Palau	Tuvalu
Cocos (Keeling) Islands	Hong Kong	Papua New Guinea	Ukraine
Colombia	Iceland	Paraguay	United Arab Emirates
Comoros	Indonesia	Peru	Uruguay
Cook Islands	Israel	Philippines	Uzbekistan
Costa Rica	Jordan	Pitcairn	Wallis & Futuna Island
	Jamaica	Qatar	Western Sahara
	Kazakhstan	Rwanda	Zambia
	Kiribati	Saint Helena, Ascension & Tristan Da Cunha	
	Kosovo		
	Kuwait		
	Kyrgyzstan		

## Annex B

### FORBIDDEN TRADING PRACTICES

The following trading practices used in the provision of Signals will be considered “**Forbidden Trading Practices**” for purposes of this Agreement:

1. Trading strategies which involve the use of ultra-high speed or mass data entry must not be deployed without our prior written consent, which we may withhold at our discretion.
2. We may reject your offer to open or close a transaction, or unwind or close any open positions without notice, if we reasonably believe:
  - a) your offer to open or close the transaction is given while the quote is no longer valid;
  - b) our quote contains a manifest error. Manifest error means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Instruments or at manifestly incorrect market price quotes or prices at a clear loss;
  - c) the transaction exceeds the maximum order amount or position size;
  - d) the order is placed in reliance on price latency opportunities including, but not limited to, any orders placed using any form of automation, or by attempting to game or abuse the system;
  - e) you have benefitted from an unfair advantage or acted in an unfair or abusive manner in respect of the Company or the Company’s affiliates’ systems, platforms or accounts, for example:
    - i. using any electronic device, software, algorithm or any trading strategy that aims to manipulate or take unfair advantage;
    - ii. exploiting a fault, loophole or error in our software, system or platforms;
    - iii. placing multiple smaller sized pending orders at or near the same price level instead of placing a single order for the full amount;
    - iv. collusion;
    - v. using trading strategies designed to return profits by taking advantage of latencies in a platform, delayed prices or through high volumes of transactions opened and closed within an unusually short period of time as compared to the ‘average’ client and/or targeting tick fluctuations rather than movements reflecting the correct underlying prices;
    - vi. performing, alone or in concert with any other persons, including between connected accounts, or accounts held with different affiliates of the Company or any other trading services providers, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions or any other “copy trading” activities or practices;
    - vii. performing “news trading” by opening and/ or closing transaction (s) when major global news, macroeconomic events or corporate reports or earnings (“events”), that might affect the relevant financial market (i.e. market that allows trading of financial instruments that might be affected by the events), are scheduled.

## Appendix 1

### Privacy Policy

### OANDA GLOBAL MARKETS LIMITED - SIGNAL PROVIDER PROGRAM

#### A. Policy Statement

OANDA Global Markets Limited ("OANDA", "we" and "us") and our affiliates respect your ("Signal Provider") privacy and are committed to protecting it. The purpose of OANDA's Privacy Policy is to explain OANDA's privacy policy and practices and how Signal Provider's personal data ("Personal Information") is collected, used, disclosed and maintained by us in the Signal Provider Program ("Program"). We will be the data controller of such Personal Information and will process your Personal Information in accordance with this Privacy Policy.

Participation in the Program is subject to the applicable terms, the use of our website is subject to our website terms of use and this Privacy Policy is incorporated into and forms part of those terms.

#### B. Personal Information OANDA Collects

OANDA collects Personal Information about Signal Providers from the following two main channels:

##### 1. Website, Account and General Communications

In order to provide materials and services to you, when you visit our website, request materials from us, register for events, or contract with us, we will collect data from you. We will receive your information in these circumstances, as examples:

- Visiting and using our website
- Account Application Forms and other documents and data submitted by Signal Providers, such as Signal Provider name, residential address, date of birth, employment information and investment experience. This includes information received from OANDA Assessments Limited ("OA") about your participation and results of the assessment offered by OA.
- Signal Provider Transactions with OANDA such as Program information, account deposits and withdrawals that require Signal Providers to provide trading account and/or bank account information.
- Communications with OANDA including with Signal Provider and our LiveChat, WeChat or similar functions.

We refer collectively to these interactions as "**Website Services**". We explain below how we collect and use your information collected through the Website Services.

##### 2. Trading Platforms

If you will receive access to any trading platform offered by us (or any third-party provider that we make available to you) and payment portal (the "Platform"), we will also collect information about your use of the Platform. The information collected through the Platform will include usage, performance, analytic and metadata and some of this may include your Personal Information. This does not include the virtual trading account (which is included in OA's assessment offering), although we will have access to simulated trading activities as they are conducted in OANDA's simulated trading environment. In relation to trading platforms offered by a third-party provider, these may collect and use your information. This Privacy Policy does not extend to third-party apps or add-ons (which may also collect your information) even if packaged by OANDA or offered through the Website Services.

OANDA does not collect more Personal Information than is required to open and operate Signal Providers' accounts, and to comply with regulatory compliance and other legal obligations.

## **Website, Account and General Communications**

### *What We Collect*

We (or third parties acting on our behalf) may collect your information, including your Personal Information, when providing the Website Services including:

- Name
- Email
- Address
- Phone Number
- Country of Residence
- Date of Birth/Age
- IP address

## **Platform**

### *What We Collect*

We (or third parties acting on our behalf) may collect your information, including your Personal Information, when providing access to the Platform including:

- Name
- Email
- Address
- Phone Number
- Country of Residence
- Date of Birth/Age
- Tax Identification Number (if applicable)
- IP address
- Offences by way of a background check
- Nationality/Citizenship
- Government Identifiers and documents containing information, such as: National Identification Number/Passport Number & Passport Expiry (which we electronically verify).

## **C. How OANDA Uses Personal Information**

We may hold and retain information about you for various purposes based on different reasons.

### *1. Website, Account and General Communications*

Some of the information we collect from you we need to enable us to deliver the Website Services to you in accordance with our terms, sometimes we are required by law and regulations to collect and process this information about you. At other times, we consider it is in our legitimate business interests to collect and process this information, taking into consideration your privacy rights. We may use your information to:

- Fulfill your orders or respond to requests under our terms with you.

- To provide you with a response pursuant to your request and your agreement with the applicable terms, we will collect and use Personal Information including your name and email address.
- Provide our Website Services to you, including support through our LiveChat or WeChat functions.

In order to perform the Website Services under the contract between you and OANDA, we have to collect certain Information from you such as your name and contact details. Without this information, we may not be able to deliver the services or contact which you request from us.

- Improve and develop the Website Services.

We look for ways to innovate and advance our Website Services. We will use Information about how you use the Website Services, including how you interact with various aspects of the Website Services, the duration for which you use the Website Services and content that is of interest to you, in order to do this. It is in our legitimate business interests to use Personal Information in this way to develop improved Website Services.

- Send administrative information, changes to contract terms or policies.

Where we make updates to terms and policies we may be required under certain laws and under our contract with you, to notify you of these changes. Other administrative communications may be necessary in order for us to perform our obligations under the contract with you, or may be sent out in line with our legitimate business interests.

- Send marketing communications like product announcements, educational materials or upcoming online or offline events, where you have not objected to receiving these or with your consent where required. This may also include inviting you to participate in various promotional activities

It is in our legitimate business interests to generate growth for our own business to ensure we continue to generate development for our company and drive sales of our products and services. We will carry out marketing campaigns in accordance with other applicable laws.

- Research and analyse how our Website Services are used via cookies, web beacons and other similar technologies to personalise the Website Services. (For more information about our use of cookies and your choices to opt-out of their use, see “[Cookies](#)” at [section I](#) below.)

We use your information in our legitimate business to understand how you interact with our Website Services and to deliver relevant content to you online.

- Diagnose and fix technical issues and monitor the security of our environments

We need to understand how our Website Services are performing in order to prevent and address any issues that may present themselves with regard to technical and security operations. We may process your Personal Information for this purpose in our legitimate business interests to protect the integrity of the Website Services

- To comply with any applicable law, regulation, legal process, or governmental request.
- For any other purpose disclosed to you in connection with our Website Services from time to time.

If we intend to process your Personal Information for a purpose other than that set out above, we will provide you with information prior to such processing.

It is also in our legitimate business interests to process your Personal Information to protect our rights or property, or the security or integrity of our Website Services.

**Third-Party Content.** The Website Services may offer access to third party services. These services may collect and use your information. This Privacy Policy does not extend to third-party apps or add-ons (which may also collect your Information) even if packaged by OANDA or offered through the Website Services.

## 2. *Platform*

We collect Personal Information including payment details, as set out above, in order to provide access to the Platform under the contract between OANDA and you. We are also required to keep these payment details to comply with our own legal obligations.

We also collect and process usage data when you use our Platform (e.g. IP address, session duration, activities undertaken on the Platform and other use data) ("Usage Data") in order to provide, maintain, and improve our Platform.

In addition, we collect and process data about our Platform, features or users in order to improve the Platform ("Analytics Data"). Analytics Data may include information about the devices operating the Platform (e.g. browser type/version, OS type/version, device type/version), or such other similar information about user configuration or operation of service features or functionality.

Whilst both Usage Data and Analytics Data may not contain information that we can use to identify you in the "real world" (such as a name or address), we collect this data and store it against a uniquely assigned ID.

We may analyse the transactions you conduct using the Platform and create a profile for your usage. This assists the monitoring of transactions for fraudulent activity as well as reviews general performance of our clients. If this raises concerns about fraudulent activity, we may take steps to close the client account and liaise with authorities as is necessary.

### *How we use this Platform data*

**Usage Data.** Specifically, OANDA may use Usage Data to:

- Positively identify and determine eligibility of Signal Providers
- Evaluate whether trading is suitable for each Signal Provider
- Complete bank deposits and withdrawals
- Effect, administer or enforce transactions requested or authorised by the Signal Provider and
- Maintain or service the Signal Provider's account with OANDA.

Our lawful basis for using Usage Data is in order to take steps to enter into a contract with you or as is necessary for the performance of a contract already in place between us.

**Analytics Data.** OANDA uses Analytics Data to help us better understand how our Platform is being used, make improvements, and develop new features, products and services. We may use this data to:

- Better understand how our users configure and use our Platform
- Determine which configurations or practices optimise performance (e.g. best practices)

- Perform data analysis and audits
- Identify, understand and anticipate performance issues and the environmental factors that affect them
- Other such business purposes relating to the operation, improvement, or development of our Platform.

The use of this Analytics Data, for the purposes described in the above, is carried out pursuant to our legitimate business interests, to develop, expand and improve our Platform offering.

We are sure to balance our legitimate business interests with your privacy rights and we take steps in how we process and use Usage Data and Analytics Data to protect these.

Personal Information collected online may be combined with other information Signal Providers provide to OANDA in hard copy or through the OANDA help desk.

**Third-Party Content.** The Platform may offer access to third party services, such as in the form of trading platforms created by third party providers such as MT4 or MT5. These services may collect and use your information. This Privacy Policy does not extend to third-party apps or add-ons (which may also collect your Information) even if packaged by OANDA or offered through the Platform.

#### **D. Disclosure of Signal Provider Personal Information**

OANDA may disclose Personal Information of current and former Signal Providers to affiliated and non-affiliated third-party entities in connection with our business (who may be located anywhere in the world but where adequate safeguards are in place for the transfer), as set out further in the section marked "Where do we store your Personal Information") including, without limitation:

- to OANDA's service providers that perform services on OANDA's behalf under written agreements which restrict use of Personal Information to the limited purposes for which it is provided to them and to refrain from further use or disclosure except as permitted by law. This may include companies who perform background checks or identity verification, tax declarations storage and verification, payment service providers, infrastructure, data analysis, business intelligence, Signal Provider relationship platform providers, marketing support services providers, cloud service providers, and IT service providers.

OANDA may use a third-party service provider to perform identity verification on behalf of OANDA. Therefore, before verifying your identity, you may be asked to accept the terms and conditions of third-party service providers. Those third-party service providers may use video verification or process biometrics to verify whether provided facial images are likely to match. The processing of biometrics means extracting facial features from uploaded or recorded facial images on government-issued identity documents submitted by the Signal Provider and comparing them. Third party service providers will store Signal Providers as instructed by OANDA and in line with this Privacy Policy.

- to communicate with credit reference and information agencies.
- to OANDA strategic partners to permit them to assess your interest in Website Services, including foreign exchange payments and international money transfers.
- to OANDA affiliates, including marketing partners, who are permitted to disclose and use the information only to the extent that OANDA may disclose and use the information under this Privacy Policy.
- in the ordinary course of business to OANDA's attorneys, accountants and auditors.
- to persons holding a legal or beneficial interest relating to the Signal Provider's account.

- to persons acting in a fiduciary, representative, or attorney capacity in relation to an account.
- to protect against actual or potential fraud, unauthorised transactions, claims or other liability.
- to government, regulatory or law enforcement agencies to the extent permitted or required by law, or to comply with applicable legal requirements.
- to any FSC-regulated individual who is seeking to obtain a reference on your account or persons we believe to be seeking a credit reference in good faith.
- to monitor our services, whether provided by ourselves or a third party.
- to comply with civil, criminal or regulatory investigations, or judicial process, summons or warrant by appropriate authorities.
- in the event of a proposed or actual reorganisation, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of OANDA's business, assets or stock (including in connection with any bankruptcy or similar proceedings).

The client confidentiality obligations set out in our Privacy Policy do not and will not apply to, and in respect of, any confidential information required to be disclosed (by us or you) pursuant to any applicable law, or the lawful request of any court of competent jurisdiction, government agency, or regulatory body, provided in each case you (or we) notify and consult with us (or you) in advance and as to the timing and content of such disclosure, except where applicable law prohibits us (or you) from doing so.

Except as stated in this Privacy Policy, OANDA will not share Personal Information about any present or former Signal Provider with any non-affiliated third party without the Signal Provider's prior written consent.

#### **E. How we secure your Personal Information**

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Website Services and Platform, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your Personal Information, we cannot guarantee the security of your data transmitted to our Website Services and Platform; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **F. Where do we store your Personal Information**

The data that we process in relation to you may be transferred to, and stored at, a destination outside the British Virgin Islands (BVI) that may not be subject to equivalent data protection law. It may also be processed by staff situated outside the BVI who work for us or for one of our suppliers.

We may transfer your personal information outside the BVI:

- In order to store it.
- In order to enable us to provide goods or services to and fulfil our contract with you or the company you work for. This includes order fulfilment, processing of payment details, and the provision of support services.

- Where we are legally required to do so.
- In order to facilitate the operation of our group of businesses, where it is in our legitimate interests and we have concluded these are not overridden by your rights.

Where your information is transferred outside the BVI, we will take all steps reasonably necessary to ensure that your data is subject to appropriate safeguards, such as relying on a recognised legal adequacy mechanism, and that it is treated securely and in accordance with this Privacy Policy. We may transfer your personal information to the following categories of recipients outside the BVI:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, the details of which are set out in the table below, and for these transfers we use approved contractual clauses.

<u>Group Member</u>	<u>Location</u>
OANDA Global Corporation	United States
OANDA Corporation	United States
OANDA Business Information & Services Inc.	United States
OANDA (Canada) Corporation ULC	Canada
OANDA Asia Pacific Pte. Ltd.	Singapore
OANDA Japan Inc.	Japan
OANDA Australia Pty. Ltd.	Australia
OANDA Europe Ltd	UK
OANDA TMS Brokers S.A. Sucursal en Espana (branch of OTMS)	Spain (EU)
OANDA India Pvt. Ltd.	India
OANDA Poland sp. zo.o.	Poland (EU)
OANDA TMS Brokers S.A.	Poland (EU)
OANDA Assessments Ltd.	Malta

- Our vendors may be located outside of BVI, and for these transfers we use approved contractual clauses.

## **G. How long we retain your Personal Information for**

We retain Personal Information (a) in relation to the Platform, for as long as you have an account with us in order to meet our contractual obligations to you and for at least 5 years after that to identify any issues and resolve any legal proceedings, and (b) in relation to Website Services, for 12 months unless such data is likely to relate to a contract you may/have entered into in the future, and subject to any subject access requests you may make. We may also retain aggregate information beyond this time for research purposes and to help us develop and improve our services. You cannot be identified from aggregate information retained or used for these purposes.

## **H. Your Data Subject Rights**

Any concerns a Signal Provider may have regarding OANDA's Privacy Policy or specific complaints about how Signal Provider Personal Information has been collected, used or disclosed should be forwarded in writing to OANDA's Privacy Officer. OANDA will thoroughly investigate the complaint and will take whatever actions are warranted and notify the Signal Provider once this has been done.

You have the right under certain circumstances:

- to receive information about the processing of Personal Information concerning you. You are entitled to access your Personal Information.
- to request the rectification or erasure of your Personal Information held by us.
- to object to the further processing of your Personal Information, including the right to object to marketing.
- to request that your provided Personal Information be moved to a third party.

Depending on the context of your request, such as erasure, we may not be able to provide you with access to some or all of the Website Services and/or Platform, since we process your information in order to provide you with such access.

*Your right to withdraw consent:*

Where the processing of your Personal Information by us is based on consent, you have the right to withdraw that consent at any time by contacting us as per section L below.

*How to exercise your rights*

You can also exercise the rights listed above at any time by contacting us at [privacy@oanda.com](mailto:privacy@oanda.com)

If your request or concern is not satisfactorily resolved by us, you may approach your local data protection authority (to your habitual residence, your place of work, or where the alleged infringement took place).

## I. Cookies

Cookies are small text files placed in visitors' computer browsers to store their preferences. The Website Services, our Platform, and our third-party partners, collect and store information that is generated automatically as you use it, including your preferences and anonymous usage statistics.

OANDA collects information about your device and uses tracking mechanisms such as cookies to: (i) facilitate Signal Provider use of our website and mobile applications, (ii) enable customisation of our online services and website features, (iii) avoid Signal Provider re-entry of data, (iv) store Signal Provider preferences for certain kinds of information, (v) enhance security measures, and (vi) gather data about usage of our website and mobile applications for research and promotions.

OANDA uses cookies from third party service providers to facilitate website tracking and security measures and may share the information collected with third parties acting as our service providers, who are required to maintain the confidentiality of the information.

We use these cookies and other technologies on the basis that they are necessary for the performance of a contract with you, or because using them is in our legitimate interests (where we have considered that these are not overridden by your rights), and, in some cases, where required by law, where you have consented to their use.

We use the following types of cookies:

- **Essential** cookies. These are cookies that are required for the operation of our Website Services and/or our Platform and under our terms with you. They include, for example, cookies that enable you to log into secure areas of our Website Services and/or our Platform.
- **Analytical/performance** cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our Website Services and/or our Platform when they are using it. This helps us for our legitimate interests of improving the way our Website Services and/or our Platform works, for example, by ensuring that users are finding what they are looking for easily.
- **Behavioural** cookies. These are used to recognise you when you return to our Website Services and/or our Platform. This enables us, subject to your choices and preferences, to personalise our content, greet you by name and remember your preferences (for example, your choice of language or region).
- **Marketing** cookies. These enable you to experience more relevant online content and see adverts which are aligned with your interests, as indicated by your activity on our site.

Signal Providers can configure their browser preferences not to accept these cookies however this may result in reduced functionality. Some third-party vendors that provide ads on OANDA web pages may use cookies to collect details on Signal Provider website visits and other data (but not names, addresses, email addresses, or telephone numbers) in order to provide ads about goods and services of particular interest to individual Signal Providers. For more information on this practice or to opt out, please visit <https://www.aboutcookies.org>.

#### **J. Links to non-OANDA websites**

The OANDA website may provide links to third-party websites for Signal Provider convenience and information. If Signal Providers decide to access those links, they will leave the OANDA website. OANDA does not control those third-party sites or their privacy practices, which may differ from OANDA's. OANDA does not endorse or make any representations about third-party websites. Any Personal Information Signal Providers choose to give to unrelated third parties is not covered by OANDA's Privacy Policy. Signal Providers should review the privacy policy of any third-party website before submitting Personal Information. Some third-party companies may choose to share their Personal Information with OANDA. That sharing is governed by the disclosing company's privacy policy.

#### **K. Notification of Policy and Policy Changes**

OANDA provides an initial notice of its Privacy Policy to Signal Providers at the time it establishes a Signal Provider relationship and the Privacy Policy is dated and posted on its website. Updates will be posted on the OANDA website, so our Signal Providers will always know what information we collect, how we use it, and what choices they have.

#### **L. Contact Us:**

We will never ask you for security information such as passwords over the phone or by email. If you receive a call or email which you are not sure has come from OANDA, please contact us at [infosec@oanda.com](mailto:infosec@oanda.com).

We value Signal Providers' opinions. If you have comments or questions about our Privacy Policy, you are invited to email us at [privacy@oanda.com](mailto:privacy@oanda.com).