

PRIVACY POLICY

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The Privacy Policy regulates the procedure for ensuring the preservation of Personal Data during the use of the Company Services

In this document, we describe the methods of collection, processing, storage, disclosure, and transfer of the Personal Data of our Clients and Specialists.

The provisions of this Privacy Policy apply only to Personal Data obtained by the Company in the ways described in its terms.

References to the words "you" or "yours" (or similar words in meaning) mean our Client or Specialist, depending on the context of the Privacy Policy.

References to the words "we", "our" or "us" (or similar words) mean the Booking Traders Company.

The words he/she and their derivatives in the text of the document can be applied to either a male person or a female person, depending on the context of the document.

Invest and earn profit with Booking Traders Company!

1. DEFINITIONS

- 1.1. **Account** - is a functional part of the Company's Site, through which the Data Subject gains access to the Company's Services.
- 1.2. **Client** - an individual or legal entity that registers on the Site and receives services from Specialists.
- 1.3. **Specialist** - is an individual who registers on the Site and has qualifications/experience in the field of providing investments in order to receive services for Clients.
- 1.4. **Data Subject** - is a common name for the Client and the Specialist.
- 1.5. **Data Subject's Consent (hereinafter "Consent")** - means a voluntary, specific, informed, and unequivocal expression of will, in which the Data Subject using a statement or explicit affirmative action agrees to the processing of his Personal Data.
- 1.6. **Controller** - means any natural or legal person, government agency, institution, or other body that independently determines the purposes and means of personal data processing.
- 1.7. **Processor** - is a natural or legal person, government agency, institution, or other body that processes Personal Data on behalf of and behalf of the Controller.
- 1.8. **Cookies** - are a piece of information in the form of text or binary data is transmitted to the browser from the site.

- 1.9. **Personal Data** - means any information that directly or indirectly allows identifying the Client and/or the Specialist. For example, name, surname, phone number, IP address.
- 1.10. **Booking Traders Company Site (hereinafter “Site”)** - means a web page or group of web pages on the Internet, which are located at: <https://bookingtraders.com/>, through which the Client and/or Specialist receives Services from the Company.
- 1.11. **Booking Traders Company (hereinafter referred to as the “Company” or “Booking Traders”)** - this is a company that provides the Client with the opportunity to receive qualified assistance from a Specialist in the field of investment and for the Specialist the opportunity to provide their services to Clients.
- 1.12. **Third Party** - means a natural or legal person, government agency, institution, or body other than the Client, Specialist, Controller, Processor or Company and persons authorized by the Controller or Processor under their direct supervision to process Personal Data.
- 1.13. **Services** - an algorithm of actions performed by the Company to provide the Client with the opportunity to receive the services of a Specialist in the field of investment, and provides the Specialist with the opportunity to receive new Clients.

2. GENERAL PROVISIONS

- 2.1. The Company acts as a Processor of the Personal Data it receives from the Data Subject in the ways specified in this Privacy Policy, and the Data Subject acts as a Controller.
- 2.2. The Company is not responsible for the processing of Personal Data by any Third Parties that are not controlled or owned by Booking Traders.

3. PERSONAL DATA

- 3.1. The Company may receive the following Personal Data about the Client or Specialist:
 - 3.1.1. full name;
 - 3.1.2. contacts: e-mail, work, and/or contact phone number;
 - 3.1.3. IP address;
 - 3.1.4. login and parole to his Account.
- 3.2. The Company may receive the following statistical data about the Client (legal entity):
 - 3.2.1. name;
 - 3.2.2. legal or actual address;
 - 3.2.3. data about employees, if such is required for the provision of the Services;
 - 3.2.4. jurisdiction for carrying out activities;
 - 3.2.5. contact details.
- 3.3. Bank details required for mutual settlements between the Company and the Data Subject/between the Client and the Specialist are collected and processed by the payment service/bank. The Company does not purposefully collect bank details but may ask you to provide such data, if necessary. In this case, such bank data will be processed in accordance with the terms of this Privacy Policy.

- 3.4. The Client and the Specialist may exchange Personal Data during the execution of the project, the provision of services to the Client by the Specialist, and communication. The Company does not process such data and does not ensure their safety, and the Data Subject is solely responsible for the disclosure of such data, including misuse, and the Company is not obliged to compensate the Data Subject for any losses.
- 3.5. The Company may ask the Data Subject to provide data on the place of its registration/jurisdiction and/or location to comply with the [5th directive \(AMLD5\)](#) of the EU aimed at preventing money laundering and terrorist financing through the financial system of the European Union.
- 3.6. The Client and the Specialist may leave feedback on the completed joint project and may leave their Personal Data in such feedback. In this case, the Company does not process such Personal Data and does not bear any responsibility for the disclosure of such Personal Data, including reimbursement of any losses to the Client and/or the Specialist.
- 3.7. ***Booking Traders does not collect or process sensitive Personal Data of Data Subject, such as race or ethnic origin, political views, religious or philosophical beliefs, union membership, genetic or biometric data, health information, sexual life or sexual orientation.***
- 3.8. When visiting the Site or receiving Services, Booking Traders may collect the following Personal Data automatically:
 - 3.8.1. IP address;
 - 3.8.2. time zone and language settings;
 - 3.8.3. browser type and version;
 - 3.8.4. operating system, device type, and screen extension;
 - 3.8.5. the country in which you are located;
 - 3.8.6. data about your visit to the Site, including full URL information, routes to and from the Site (including date and time), page response time, data loading errors, length of stay on certain pages, page activity (such information such as scrolling and mouse movements, clicks), methods used to exit the page and telephone numbers to contact the Data Subject's customer support.
- 3.9. The Company may collect Personal Data of Clients and/or Specialists through open sources, including, but not limited to: Facebook, Twitter, LinkedIn, Google, excluding sensitive data and/or banking data of the Client/Specialist.
- 3.10. The Company has the right to collect and receive Personal Data as follows:
 - 3.10.1. when providing the Services;
 - 3.10.2. during registration/authorization;
 - 3.10.3. when interacting with employees of the Company, by exchanging emails, communicating with employees of the Company;
 - 3.10.4. during the creation of a project on the Site for the provision of services by the Specialist to the Client;
 - 3.10.5. use of log files, Cookies, and other tracking technologies;
 - 3.10.6. using the feedback form;
 - 3.10.7. through the use of instant messengers and social networks.
- 3.11. The Company has the right to use Personal Data for the following purposes:

- 3.11.1. provision of the Services;
- 3.11.2. to ensure the security of the Site;
- 3.11.3. to administer the Site and conduct internal operations, including troubleshooting, data analysis, testing, and completing surveys;
- 3.11.4. to improve your navigation on the Site in accordance with your preferences;
- 3.11.5. communication with the Client/Specialist;
- 3.11.6. respond to law enforcement requests;
- 3.11.7. to initiate responses to legal claims, investigations, or dispute resolution with you.

4. TRANSFER OF PERSONAL DATA

- 4.1. The Company may transfer Personal Data to entities with which the Company cooperates in the implementation and provision of Services:
 - 4.1.1. **Payment service.** To receive payment for the Services, Personal Data may be transferred automatically.
 - 4.1.2. **Contractors and employees.** The Company may transfer your Personal Data to other entities with which it will start cooperation, including legal and tax consultants, as well as entities that provide accounting, logistics, marketing, and IT services.
 - 4.1.3. **Counterparties.** The Company has the right to disclose or transfer Personal Data in the following transactions: acquisition or merger, financing, corporate reorganization, joint venture, including the sale of assets, or bankruptcy.
 - 4.1.4. **Courts, law enforcement, and state bodies.** The Company has the right to transfer Personal Data in case of fulfillment of any legal obligations, including in accordance with a court order.

5. DATA SUBJECT CONSENT

- 5.1. The following actions of the Data Subject constitute acceptance of the terms of this Privacy Policy:
 - 5.1.1. registration on the Site;
 - 5.1.2. receiving the Services.
- 5.2. By agreeing to the terms of this Privacy Policy, the Data Subject provides his consent to:
 - 5.2.1. processing of his Personal Data by the Company, in accordance with the terms of the Privacy Policy;
 - 5.2.2. providing the Company with additional information and Personal Data, at the request of the Company;
 - 5.2.3. processing of his bank details by the payment system, in accordance with the terms of this Privacy Policy;
 - 5.2.4. provide the Company with data on its jurisdiction, residence, location, as requested by the Company.
- 5.3. The Company reserves the right to obtain the Data Subject's Consent via the Pop-up form. The Pop-up form may contain a Consent form in the checkbox view.

6. PERSONAL DATA STORAGE AND PROTECTION

- 6.1. The Company uses all necessary security and protection measures for Personal Data to ensure their confidentiality and prevents loss or improper disclosure.
- 6.2. The Company protects and stores Personal Data from:
 - 6.2.1. losses;
 - 6.2.2. unlawful use, transfer, disclosure, modification, deletion, and/or destruction.
- 6.3. The Company does not store the Data Subject's Personal Data in the event of a request to delete Personal Data on his behalf in accordance with the right to delete.
- 6.4. Booking Traders has the right to retain Personal Data of Data Subject for **5 (five) years** after the termination of the relationship in the following cases:
 - 6.4.1. for statistical accounting;
 - 6.4.2. if the current legislation requires their storage;
 - 6.4.3. if they are necessary for doing business.

7. GROUNDS FOR PERSONAL DATA PROCESSING

- 7.1. The Company processes Personal Data based on the following legal grounds:
 - 7.1.1. Data Subject's Consent;
 - 7.1.2. receiving Services from the Company;
 - 7.1.3. registration on the Site.
- 7.2. In cases where the basis for the processing of Personal Data is Your Consent, You have the right to withdraw it at any time. To withdraw your Consent, You may send an email to: support@bookingtraders.com. If Your Consent is withdrawn, the Company has the right to terminate the provision of the Services and terminate all relations with You. If Consent is withdrawn, your Personal Data will be permanently deleted.
- 7.3. The Company undertakes to stop processing Personal Data within **15 (fifteen) business days** from the date of receipt of the withdrawal of Consent.

8. DATA SUBJECT RIGHTS

- 8.1. To ensure the fundamental rights of the Data Subject, the Company is guided by the following legislative acts:
 - 8.1.1. [General Data Protection Regulation](#), which has been implemented into Cypriot law by virtue of Law 125(I) of 2018;
 - 8.1.2. [California Consumer Privacy Act \(CCPA\)](#).
- 8.2. The Company grants the following rights to the Data Subject:
 - 8.2.1. **Right of access.** The Data Subject may contact us directly to request access to the Personal Data we hold about them, as well as to any information.

- 8.2.2. **Right to erasure.** The Data Subject has the right to delete Personal Data about himself. Personal Data in this case will be permanently deleted.
 - 8.2.3. **Right to data portability.** We may send the Personal Data of the Data Subject to third parties at the request of the Data Subject.
 - 8.2.4. **Right to rectification.** The Data Subject has access to Personal Data that needs to be updated, corrected, and supplemented at any time.
 - 8.2.5. **Right to object.** The Data Subject has the right to object to the processing of his/her Personal Data at any time.
 - 8.2.6. **Automated individual decision-making, including profiling.** The Data Subject has the right not to be subject to a decision that is based solely on the automated processing of his Personal Data, including profiling, which has legal consequences for him or similarly significantly affects him.
- 8.3. The terms of this clause apply to U.S. residents: The Company does not support Do Not Track ("DNT") as required by the California Online Protection Act (CalOPPA). Do Not Track is an option you can set on your web browser to tell websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting your web browser settings page.
- 8.4. Also, you may appoint an authorized agent to make a request under the CCPA on your behalf if:
- 8.4.1. An authorized agent is an individual or entity registered with the California secretary of state;
 - 8.4.2. You sign a written statement that you authorize the authorized agent to act on your behalf;
 - 8.4.3. If you are using an authorized agent to request to exercise your right to information or right to erasure, please send a certified copy of your written statement authorizing the authorized agent to act on your behalf using the contact information provided below.

9. SUBMISSION OF REQUEST

- 9.1. A Data Subject in any jurisdiction has the right to submit a request to the Company if he believes that his rights have been violated by writing a request in writing to the support of the Company at the address: support@bookingtraders.com
- 9.2. The Data Subject's request must contain accurate information about the requirements for the Company. If the exact requirements are not specified in the request, the Company has the right to refuse to fulfill the request.
- 9.3. We will not be able to respond to your request or provide you with Personal Data unless we can verify your identity and confirm that the Personal Data belongs to you. In case of receiving a request with inaccurate information and/or in case of inability to confirm the Data Subject's identity, the Company has the right not to process the received request and contact the Data Subject for clarification. In case of receiving a response to a request for clarifications, the Data Subject must provide a new corrected request or submit a new request.

- 9.4. The Company must respond to the request or fulfill the conditions set forth in the request within 21 (twenty one) business days from the moment of its receipt.

10. RESPONSIBILITY

- 10.1. The Company informs the Data Subject that Personal Data may be used to provide the Services, and in case of disagreement with this, the Data Subject is not entitled to receive the Services.
- 10.2. In the event that the Data Subject provides false Personal Data, responsibility for the result of such provision, including the impossibility of receiving Services, including the impossibility of cooperation between the Client and the Specialist.
- 10.3. The Company is not responsible for any damage caused to the Data Subject as a result of the use of his Personal Data by a Third Party without his knowledge.
- 10.4. The Company is not responsible for the publication/disclosure of Personal Data by the Client or the Specialist during their cooperation.
- 10.5. The Company is not responsible for the publication/disclosure of Personal Data by the Client or the Specialist during the exchange of feedback after the end of cooperation.
- 10.6. The Company may link to other websites or services. The privacy practices of these websites and services are not governed by this Privacy Policy and the Company, and the Company cannot be held responsible for the processing of Data Subject's Personal Data by third party websites and services.
- 10.7. Booking Traders Company is not responsible for:
- 10.7.1. loss of Personal Data in the event of a hacker attack, hacking of the Website software, illegal actions of Third Parties, illegal actions of Third Parties, as well as actions that violate the terms of the Privacy Policy;
 - 10.7.2. the impossibility of providing the Services or the poor quality of the Services if the Data Subject provides inaccurate Personal Data, statistical data, or any other information;
 - 10.7.3. provision of false information by the Data Subject.
- 10.8. Unfortunately, the transmission of information over the Internet cannot be completely secure. Although we make every effort to protect personal data, we cannot guarantee the secure process of transferring personal data to the site. In this regard, you are solely responsible for possible failures when transferring your Personal Data to the Company.

11. COOKIE

- 11.1. Site pages may contain electronic images known as web beacons (sometimes also called transparent gifs or pixel tags). Web beacons are usually small images placed on the web page or email you are viewing. The request that a device connected to the Internet makes to download such an image from the server/computer is recorded and it provides us with information such as the IP address, the time the image was viewed, and the type of browser used to do so.

- 11.2. Cookies do not transmit viruses and/or malware to your device, as the data in the Cookie does not change during transit and does not affect your computer's performance in any way. They act more like logs (i.e. record Data Subject activity and remember state information) and are updated each time you visit the Site.
- 11.3. The Company uses Cookies for the following purposes:
 - 11.3.1. authentication and identification;
 - 11.3.2. storage of personal preferences and settings;
 - 11.3.3. access session tracking;
 - 11.3.4. storage of statistical data;
 - 11.3.5. website analysis.
- 11.4. The Company can use the following web analytics services:
 - 11.4.1. own analytics of the Company;
 - 11.4.2. Google Analytics.

12. ADULTS POLICY

- 12.1. The Services of the Company are intended for persons who have reached the age of majority, in accordance with the laws of the country of residence of such a person. The Company does not process the Personal Data of minors.
- 12.2. The Company has the right to delete the Personal Data of a person who has not reached the age of majority, without warning and any consequences for the Company, as well as to terminate the provision of the Services to such a person.
- 12.3. If you have information about the receipt of the Services by a person under the age of majority, please contact the Company support service by sending an email to: support@bookingtraders.com

13. PRIVACY POLICY CHANGE

- 13.1. We have the right to periodically make changes to the Privacy Policy, the security of Personal Data, and compliance with the requirements of the laws of the jurisdiction in which we operate.
- 13.2. The Data Subject is obliged to familiarize himself with the new terms of the Privacy Policy and Booking Traders is not responsible if the Data Subject has not familiarized himself with the new terms of the Privacy Policy.
- 13.3. Booking Traders updates the date of changes to the current version of the Privacy Policy in the "Updated" line at the top of the document.
- 13.4. Our electronic or otherwise stored copies of the Privacy Policy are considered true, complete, valid, and enforceable and in effect, at the time you visit the Site.

14. CONTACTS

14.1. The Data Subject has the right to contact the Company support service at: support@bookingtraders.com to ensure his rights, in accordance with the terms of this Privacy Policy, or in case of violation of his rights, or to leave feedback or ask a question.