

## Privacy Policy

### 1. Introduction

- 1.1 This is the privacy policy (“the Policy”) of GFT Global Markets UK Limited (5394757) (“us”, “we”, “our”). It sets out the basis on which Your Data (as defined below) will be used and processed by us. Please read the following carefully to understand our views and practices regarding Your Data and how we will treat it.
- 1.2 When you deal with us and/or use [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360 you are consenting to the use of Your Data in the manner set out in this Policy.

### 2. Definitions

- 2.1 In this Policy, the following words and expressions have the following meanings unless the context otherwise requires:

“the Act”	the Data Protection Act 1998;
“Associated Company”	a company that is an associated company of us within section 52 Companies Act 1989;
“Client”, “you”, or “your”	a person who has an Account with us and any person who accesses or uses <a href="http://www.gftuk.com">www.gftuk.com</a> ;
“DealBook® 360”	the electronic dealing system we make available via the internet, to facilitate spread betting, trading in cfd’s and/or spot forex;
“ <a href="http://www.gftuk.com">www.gftuk.com</a> ”	our website for use by our Clients and any other person;
“Your Data”	any information about and/or that relates to you and/or your account with us including any provided by you or a third party (such as a joint account holder, credit reference or fraud prevention agency) and any that relates to the way you use or manage your account including information as to late payments.

### 3. Data Controller

- 3.1 For the purpose of the Act we are the data controller in relation to Your Data.

### 4. Your Data

- 4.1 You agree that we can:-
- use and rely on Your Data when dealing with you at any time; and
  - our Associated Companies can store and process Your Data in any way whatsoever, including in manual and electronic form (for example on our/their computers and data bases).

### 5. Consent to transfer Your Data

- 5.1 You consent to the transfer of your data outside the UK (including to countries outside the European Economic Area). We will only do this in order to perform the contract between us and to supply services to you or for administrative or marketing purposes.

## 6. How we will use Your Data

6.1 You agree to us and/or our Associated Companies using, analysing, dealing with and assessing Your Data as permitted by law and to:

- identify you when you contact us;
- consider and process any applications made by you;
- establish and manage your account and to administer services provided to you;
- recover debts;
- review your ongoing needs;
- comply with all applicable laws and regulations including rules of the Financial Services Authority;
- undertake market research and to review and develop our products and services;
- keep you informed of our products and services and the products and services of our Associated Companies in accordance with paragraph 8.1 unless you indicate otherwise in accordance with paragraph 8.1;
- run competitions or other promotional activities;
- process and deal with any complaints made by you about us; and
- verify the accuracy of information supplied by you;
- deal with and/or in connection with regulatory reporting, fraud and crime prevention and detection, financial risk assessment, money laundering checks and compliance (including for example, making enquiries at fraud prevention agencies, undertaking searches at the Electoral Register and with credit reference agencies, performing credit and identity checks, obtaining bankers' references and making any other enquiries as reasonably thought fit);
- respond to enquiries made by other persons in relation to the matters referred to in the above bullet point.

6.2 Please note that third party agencies (for example fraud prevention and credit reference agencies) may maintain records of any enquiry and information given to them. They may share Your Data (and the results of any searches) with us, our Associated Companies and other organisations to, amongst other things, recover or retrace debts and for credit, fraud, crime prevention and money laundering purposes.

6.3 Credit reference agencies may create a link between joint applicants and/or anyone else you identify as your financial partner. As a consequence you and anyone else with whom you have a financial link must understand that each other's financial information will be taken into account in all future applications for credit by either of you. This linking will continue until one of you successfully files a "disassociation" with the relevant credit reference agencies.

## 7. Disclosure of Your Data

7.1 We may disclose Your Data as permitted by law and as follows:

- if you are a joint applicant, to the other applicant;
- to our Associated Companies;
- to any regulator of our business;
- to your employer, whether your employer is authorised or exempt under the Financial Services and Markets Act 2000, including sending contract notes and statements to your employer's compliance officer;
- to introducing brokers or other business partners;
- to our service providers and/or the service providers of our Associated Companies who provide us/our Associated Companies with administrative, financial, legal, insurance or other services (including any data processors that we/our Associated Companies engage) on the understanding that they will keep Your Data confidential;
- to anyone to whom we transfer all or any of our rights and/or obligations in relation to you;
- to comply with legal obligations;
- to protect our rights, property, safety, customers or others. This includes exchanging information (including Your Data) with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- to the persons referred to in the last two bullet points of paragraph 6.1.

## 8. Marketing

8.1 We will use Your Data to keep you informed of our products and services by letter, telephone (including text messages), electronically (including e-mail) or otherwise. Our Associated Companies will also be able to contact you in these ways about their products and services. You consent to the use of Your Data in this way unless you tell us that you do not wish us or our Associated Companies to use Your Data in this manner. In order to do so, please write to us or telephone us at: GFT Global Markets UK Limited, 34<sup>th</sup> Floor, (CGC34-03), 25 Canada Square, London, E14 5LQ, telephone +44 (0)20 7170 0770; or e-mail our Customer Services Team on [customerservices@gftuk.com](mailto:customerservices@gftuk.com).

8.2 [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360, may from time to time contain links to and from the websites of our partner networks, advertisers and Associated Companies. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit Your Data to these websites.

## 9. Your rights

9.1.1 The Act gives you the right to access Your Data. Any access request may be subject to a fee permitted by the Act.

9.2 You are entitled to notify us of any inaccuracies in any information we hold in relation to you. In addition you should inform us if any of your personal details change, so that we can keep our records up to date.

## 10. Cookies

10.1 We may use cookies in relation to [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360. A cookie is, in general terms, a message (in electronic form) given to your hardware or web browser by [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360. Cookies enable us, for example, to do the following in relation to [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360: identify users, identify advertising sources (i.e. how you come to contact us) and to identify you (if relevant) as the sales lead of a particular sales person of ours.

10.2 You have the ability to accept or decline cookies by modifying the setting of your web browser. However, if you disable cookies, you may not be able to use all interactive features of [www.gftuk.com](http://www.gftuk.com) and/or DealBook® 360.

## 11. Changes

11.1 As our business and/or relationship with you develops, the way we record or use Your Data may change; this may be because of, for example, changes in technology. If we think the changes will not be in line with your expectations, we will give you notice of the change (by an appropriate means which may include electronic communication). We can also amend this Policy at any time by giving at least 10 Business Days notice to you, unless it is impracticable in the circumstances for that length of notice to be given. If you continue to deal with us after the date on which any such change is to come into effect, you will be deemed to have agreed to it.

## 12. Contact

12.1 If you have any questions, or wish to make a complaint, please contact us as above (paragraph 8.1). You can also make a complaint to the Information Commissioner, tel: +44 (0)1625 545 745.



**GFT Global Markets UK Ltd.** | Subsidiary of Global Futures & Forex, Ltd.

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