

# **NAGA Capital Ltd**

## **Privacy Policy**

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## PRIVACY POLICY

### 1. Introduction

- 1.1 **NAGA Capital Ltd** (hereinafter referred to as the “**Company**”), is incorporated under the laws of Saint Vincent and the Grenadines with Registration 24501 IBC 2018. The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the “**Law**”).
- 1.2 The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 1.3 The Company in accordance with the provisions of the Law, outlines in the Privacy Policy (herein the “**Policy**”) how the Company collects, maintains, uses and discloses personal information of the Client.
- 1.4 This Policy applies to existing and Prospective Clients as well as to any visitors of the Company’s website(s).
- 1.5 The Company is committed to protecting the privacy of all Client’s personal data which it obtains during the Account Opening process including information obtained during a Client’s visit to the Company’s website(s).

### 2. Collection of Information

- 2.1 The Company will use the Client’s personal data in accordance with worldwide data protection practices. The Company will use, store, process and handle personal information of the Client, only in accordance with the Law, this Policy and the Company’s Terms of Business.
- 2.2 The Client must first complete the online application form found on the Company’s website(s), accept and submit the online application form to the Company and provide to the Company all the required documents to open an account with the Company. By completing the online application form the Client is requested to provide the Company with private information for the Company to evaluate the Client’s application and comply with the applicable laws and regulations governing the provision of financial services.

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2.3 This information includes, but is not limited to personal details such as name, address, date of birth, contact details, payment details, including credit card, debit card and bank account details, and other necessary financial information. Identity verification Documents such as passport and ID, utility bills, and/or bank statements or company information/corporate documents in case of an entity. This information shall be used by the Company to contact the Client for information about the services offered by the Company.

2.4 From time to time the Company may also request further information to improve its' Service to the Clients.

2.5 The Client must inform the Company immediately if there are any changes regarding his personal identification information and/or any other information which is relevant to the Company for the Provision of Financial Services to the Client by sending an email to [service@naga.com](mailto:service@naga.com)

### **3. Use of the Information**

3.1 The Company may need Clients' Personal Information for following Reasons:

- a. To verify the Client's identity;
- b. To process the Client's transaction;
- c. To ensure that the Client meets the suitability requirements to use the Company's products and services;
- d. To manage the account the Client holds with the Company;
- e. To send to the Client any information about transactions services;
- f. To inform Client about new product of Company, services and any other information relevant to the Client's business relationship with the Company;
- g. For the analysis of statistical data which will helps the Company in providing its Clients with better products and services in the future.

3.2 Under the applicable laws and regulations, the Company is required to keep records containing Client personal data, trading information, account opening documents, communications and anything else which relate to the Client.

### **4. Disclosure of Information**

4.1 Under the Agreement, the Company has the right to disclose Client's Information (including recordings and documents of a confidential nature, card details) in certain circumstances. According to the Agreement, Clients' Information may be disclosed:

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- a. where required by law or a court order by a competent Court;
  - b. to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
  - c. to a Broker so that it executes Clients' Instructions or Orders and for purposes ancillary to the provision of the Company's Services to the Client;
  - d. to credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details that Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Clients' details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
  - e. to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company to collect, storage, process and use Clients' Information or get in touch with Client or improve the provision of the Company's Services or activities under the Agreement;
  - f. to a Trade Repository or similar;
  - g. where necessary for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority, as the case may be;
  - h. at Clients' request or with Clients' consent;
  - i. to the Company's employees so that they exercise their duties to further the Agreement, or to assure the efficient functioning of the Company's' Platform, the Automatic Orders and the Trading Data functions.

## **5. Safeguard Measures**

5.1 Clients' Information is stored on secure servers. The Company limits access of Clients' Information only to those employees or partners that need to know the information to enable the carrying out of the Agreement.

5.2 While the Company will use all reasonable efforts to safeguard Clients' Information, Client acknowledges that the use of the internet is not entirely secure and for this reason the Company cannot guarantee the security or integrity of any personal data transferred from the Client, or to the Client via the internet.

5.3 Website tracking systems may also collect data detailing the pages the Client has accessed, how he discovered the Company's website, the frequency of his visits and any other action related thereof. The information the Company obtains is used to improve the content of its website(s) and may be used by the Company for contacting the Client using appropriate means for the Company to provide the Client with any information that the Company believes may be useful to the Client.

## **6. Right of Access**

6.1 In compliance with the Law, as amended or replaced from time to time, Client as a natural person has the right to obtain a copy of any personal information which the Company holds about him and to advise the Company of any perceived inaccuracy.

6.2 To make a request, Client can contact the Company, verifying his identity and specifying what information he requires. The Company may charge an administrative fee.

6.3 Client may contact the Company via e-mail at [service@naga.com](mailto:service@naga.com)

## **7. Amendment**

7.1 The Company reserves the right to review and amend this Policy from time to time for any reason and notify the Client of any such amendments accordingly by posting an updated version of this Policy on the Company's website(s). The Client is responsible for regularly reviewing the Policy and any amendments thereof. Subsequent use of the Company's website shall constitute Client's acceptance of any amendments in the Company's Policy.

## **8. Enquiries**

8.1 For any enquiries regarding his Policy, please contact the Company by email the Customer Support Department at [service@naga.com](mailto:service@naga.com)