



Your Private Broker

Doo Prime

Privacy Policy

Updated On 20 February 2023

1. Introduction

- 1.1 The Client acknowledges and agrees that by opening a trading account and entering into a Client Agreement with Doo Prime, the Client will be providing Doo Prime with personal data within the meaning of EU General Data Protection Regulation 2016/679 (“Personal Data”). The Client acknowledges and agrees that the Personal Data shall be processed by Doo Prime in accordance with the Client Agreement and this Privacy Policy available on Doo Prime’s website.
- 1.2 By accessing Doo Prime’s website, the Client undertakes that the Client has read, understood and accepted the terms of the Privacy Policy. The Client’s usage or continued usage of Doo Prime’s Services shall also be taken as the Client’s consent to be legally bound by this Privacy Policy.
- 1.3 The Client acknowledges that Doo Prime reserves the right to amend or update this Privacy Policy at any time without prior notice to the Client. The amendments to the Privacy Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Privacy Policy on Doo Prime’s website. The Client undertakes to regularly review this Privacy Policy on the Doo Prime’s website.
- 1.4 The official language of this Privacy Policy shall be English. Doo Prime may provide this Privacy Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

2. Definitions And Interpretations

- 2.1 Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
 - (a) “Account” means the assigned account that is created for the Client when the Client opens a trading account with Doo Prime, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;
 - (b) “Applicable Statutes And Regulations” means:
 - (i) statutes, rules or orders of the Relevant Regulatory Authorities;
 - (ii) statutes, rules or orders of the relevant regulatory authorities in the Client’s jurisdiction;
 - (iii) the rules of the relevant financial exchange market; and
 - (iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).
 - (c) “Client” means an individual of full age and capacity or a legal entity;
 - (d) “Doo Prime” means any one of the following entities, as may be applicable:

- (i) Doo Prime Seychelles Limited, Republic of Seychelles. Doo Prime Seychelles Limited is a licensed securities dealer, authorized and regulated by the Seychelles Financial Services Authority, and the regulatory number is SD090;
 - (ii) Doo Prime Mauritius Limited, Republic of Mauritius. Doo Prime Mauritius Limited is a licensed investment dealer, authorized and regulated by the Mauritius Financial Services Commission, and the regulatory number is C119023907;
 - (iii) Doo Prime Vanuatu Limited, Republic of Vanuatu. Doo Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.
- (e) “GDPR” means the EU General Data Protection Regulation 2016/679;
- (f) “Personal Data” means personal data within the meaning of EU General Data Protection Regulation 2016/679;
- (g) “Relevant Regulatory Authorities” means the relevant regulatory authority which may be applicable to Doo Prime’s business operation and service providers, including but not limited to the United States Securities and Exchange Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority, the Australian Securities & Investments Commission, the European Securities and Markets Authority, the Seychelles Financial Services Authority, the Mauritius Financial Services Commission, the Vanuatu Financial Services Commission and etc.
- (h) “Services” means the dealing services provided by Doo Prime to the Client within the Trading Platform;
- (i) “Trading Platform” means Doo Prime’s electronic trading platform facility;
- (j) “Transaction” or “Transactions” means:
- (i) the opening or closing of trades, orders or positions; and
 - (ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,

whether by Doo Prime or the Client, in accordance with the terms of this Agreement.

2.2 The headings to the clauses and sections in this Privacy Policy are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Privacy Policy.

2.3 The meanings of words and expressions that were not defined in this Policy shall follow the definitions described in the Client Agreement.

3. Personal Data Collected

- 3.1 If the Client is a potential customer, Personal Data collected by Doo Prime includes but not limited to the following:
- (a) the Client's personal details, e.g. name, telephone number, email address;
 - (b) identity verification documents, e.g. ID, passport, utility bills;
 - (c) financial details, e.g. bank account, payment card information;
 - (d) information about the Client's income and wealth including details about your assets and liabilities, account balances, trading statements, tax and financial statements;
 - (e) profession and employment details;
 - (f) transaction data, i.e. all information and details related to any Transactions made;
 - (g) the Client's use of Services, including but not limited to the pages the Client has visited; and
 - (h) technical information, including but not limited to the Client's devices, type and version of the operating system, time zone.
- 3.2 Doo Prime also uses cookies on our websites to customize the information and experience displayed on our website according to the Client's preferences. Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time.

4. Purpose of Personal Data Collected

- 4.1 The Client consents and allows Doo Prime in processing the Personal Data:
- (a) to perform Doo Prime's contractual obligations under the Client Agreement;
 - (b) to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Policy available on Doo Prime's website or other legal and regulatory compliance;
 - (c) to monitor and record calls for business analysis, training or service improvement purposes;
 - (d) to monitor and record calls and electronic communications for processing and verification of instructions;
 - (e) ensure that the Client meets the suitability requirements needed to use Doo Prime's Services;
 - (f) to manage the Client's Account; and
 - (g) in providing suitable marketing materials or Material to the Client.

5. Disclosure of Personal Data

5.1 Doo Prime may share the Personal Data to third parties:

- (a) under any Applicable Statutes And Regulations;
- (b) in compliance with legal and/or court orders obligations;
- (c) in compliance with any requests made by legal or regulatory authorities;
- (d) if it is necessary to perform Doo Prime's obligation under the Client Agreement, including but not limited to Doo Prime's associates or related companies;
- (e) to data processes who are third parties who Doo Prime may engage to process personal data on our behalf including but not limited to archival storage, data entry service providers, computer backup services, and disaster recovery services;
- (f) Doo Prime's auditors, consultants, accountants or other financial or professional advisers; or
- (g) when the Client has given Doo Prime consent.

6. Transfer of Personal Data

6.1 In compliance with the EU General Data Protection Regulation 2016/679 ("GDPR"), Doo Prime shall not transfer any Personal Data outside the European Economic Area ("EEA") unless:

- (a) it is required under Applicable Statutes And Regulations;
- (b) it is necessary to perform Doo Prime's contractual obligations under the Client Agreement; or
- (c) the Client has given such consent.

6.2 Doo Prime shall not transfer any Personal Data outside the European Economic Area ("EEA") without taking reasonable steps in ensuring:

- (a) the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;
- (b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;
- (c) the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;
- (d) the third party comply with its obligations under any applicable data protection law and regulation; and/or
- (e) binding corporate rules or standard data protection clauses approved by the European Commission are in place.

7. Retention Period

- 7.1 Doo Prime shall retain the Client's Personal Data as long as the Client's Account remains active and valid, and may retain the Client's Personal Data up to seven years after the Client's trading account and the Client Agreement with the Client is terminated. The Client's Personal Data may be retained for more than seven years subject to any Applicable Statutes And Regulations, acts or policies by the relevant regulatory authority and Doo Prime's internal policies.
- 7.2 The Client acknowledges that Doo Prime may need the Client's Personal Data to fulfil its obligation under the Client Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client Agreement and the Client's trading account with Doo Prime.

8. Management of Personal Data

- 8.1 Doo Prime has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of a security breach.
- 8.2 Doo Prime train our employees and provide internal educational trainings to the employees handling Personal Data to respect the confidentiality of customer information and the privacy of individuals. Furthermore, Doo Prime implemented procedures to safeguard Personal Data where employees are only given access to the Client's Personal Data if it is necessary to perform Doo Prime's obligation under the Client Agreement.
- 8.3 The Client acknowledges that Doo Prime cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that Doo Prime shall not be liable for any malicious and fraudulent acts committed by third party beyond Doo Prime's control provided that Doo Prime has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

9. Client's Right

- 9.1 Under GDPR, the Client retains the right to:
- (a) access the Client's Personal Data and inquire Doo Prime whether the Personal Data is being processed;
 - (b) rectify or amend the Client's Personal Data;
 - (c) restrict the processing of Personal Data;
 - (d) object against Personal Data processing for direct marketing purposes; or
 - (e) demand Doo Prime to delete and erase the Client's Personal Data.

10. Contact

10.1 If the Client has any complaint or concern in relation to our privacy practice, please reach us via the following channels:

Email: support@dooprime.com

Telephone: +44 20 8123 9088 (UK); +852 9561 4601 (Hong Kong).

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隐私政策

更新于 2023 年 2 月 20 日

1. 介绍

- 1.1 客户承认并同意，通过开设交易账户并与 Doo Prime 签订客户协议，客户将向 Doo Prime 提供欧盟通用数据保护条例 2016/679 所指的个人信息（“个人信息”）。客户承认并同意 Doo Prime 应根据客户协议和 Doo Prime 网站上提供的隐私政策处理个人信息。
- 1.2 通过访问 Doo Prime 的网站，客户承诺客户已阅读、理解并接受隐私政策的条款。客户使用或继续使用 Doo Prime 服务也应视为客户同意受本隐私政策的法律约束。
- 1.3 客户承认 Doo Prime 保留随时修改或更新本隐私政策的权利，恕不另行通知客户。隐私政策的修订应立即生效，并在 Doo Prime 网站上发布隐私政策后对客户具有法律约束力。客户承诺定期查看 Doo Prime 网站上的隐私政策。
- 1.4 本隐私政策的官方语言为英语。Doo Prime 可能会以其他语言提供本隐私政策，仅供参考，如果本隐私政策的英文版本与任何其他语言版本之间存在任何不一致或差异，则以英文版本为准。

2. 定义和解释

- 2.1 在本隐私政策中，除非上下文另有要求，以下词语和表达应具有以下含义：
 - (a) “账户”是指客户在 Doo Prime 开立交易账户时为客户创建的指定账户，包括但不限于交易账户、现金账户、金融衍生品账户和电子钱包；
 - (b) “适用的法规和条例”是指：
 - (i) 相关监管机构的法规、规则或命令；
 - (ii) 客户管辖范围内相关监管机构的法规、规则或命令；
 - (iii) 相关金融交易市场的规则；和
 - (iv) 本协议的所有其他适用法律（以及适用于本协议的不时修订的每项法律）。
 - (c) “客户”是指具有完全年龄和行为能力的个人或法人实体；
 - (d) “Doo Prime”是指以下任何一种实体，如适用：

- (i) Doo Prime Seychelles Limited, 塞舌尔共和国。Doo Prime Seychelles Limited 是一家持牌证券交易商, 受塞舌尔金融服务管理局授权和监管, 监管编号为 SD090;
- (ii) Doo Prime Mauritius Limited, 毛里求斯共和国。Doo Prime Mauritius Limited 是一家持牌投资交易商, 受毛里求斯金融服务委员会授权和监管, 监管号为 C119023907;
- (iii) Doo Prime Vanuatu Limited, 瓦努阿图共和国。Doo Prime Vanuatu Limited 是一家持牌金融交易商, 由瓦努阿图金融服务委员会授权和监管, 监管号为 700238。

(e) “GDPR” 是指欧盟通用数据保护条例 2016/679;

(f) “个人数据” 是指欧盟通用数据保护条例 2016/679 所指的个人信息;

(g) “相关监管机构” 是指可能适用于 Doo Prime 业务运营和服务提供商的相关监管机构, 包括但不限于美国证券交易委员会、美国金融业监管局、英国金融行为监管局、澳大利亚证券和投资委员会、欧洲证券和市场管理局、塞舌尔金融服务管理局、毛里求斯金融服务委员会、瓦努阿图金融服务委员会等。

(h) “服务”是指 Doo Prime 在交易平台内向客户提供的交易服务;

(i) “交易平台” 是指 Doo Prime 的电子交易平台设施;

(j) “交易”是指:

(i) 交易、订单或头寸的开仓或平仓; 和

(ii) 存款、取款、内部资金转账和所有其他资金流动活动,

根据本协议的条款, 无论是 Doo Prime 还是客户。

2.2 本隐私政策中条款和部分的标题仅供参考, 在解释本隐私政策任何条款的含义时应忽略。

2.3 本政策中未定义的词语和表达的含义应遵循客户协议中的定义。

3. 收集的个人信息

3.1 如果客户是潜在客户, Doo Prime 收集的个人信息包括但不限于以下内容:

- (a) 客户的个人详细信息，例如 姓名、电话号码、电子邮件地址；
- (b) 身份验证文件，例如 身份证、护照、水电费单；
- (c) 财务细节，例如 银行账户、支付卡信息；
- (d) 有关客户收入和财富的信息，包括有关您的资产和负债、账户余额、交易报表、税务和财务报表的详细信息；
- (e) 职业和就业细节；
- (f) 交易数据，即与任何交易相关的所有信息和细节；
- (g) 客户对服务的使用，包括但不限于客户访问过的页面； 和
- (h) 技术信息，包括但不限于客户的设备、操作系统的类型和版本、时区。

3.2 Doo Prime 使用我们网站上的 cookie 来根据客户的偏好定制我们网站上显示的信息和体验。

Cookie 是您第一次访问网站时存储在网络浏览器上的少量数据。如果您以后再次访问该网站，您浏览器上存储的 cookie 使该网站能够记住您第一次浏览该网站的方式。

4. 收集个人资料的目的

4.1 客户同意并允许 Doo Prime 处理个人数据：

- (a) 根据客户协议履行 Doo Prime 的合同义务；
- (b) 根据 Doo Prime 网站上提供的反洗钱和反恐融资政策或其他法律和法规遵从性执行反洗钱检查、“了解您的客户”（“KYC”）文件记录；
- (c) 监控和记录电话以进行业务分析、培训或服务改进；
- (d) 监控和记录电话和电子通信，以处理和验证指令；
- (e) 确保客户满足使用 Doo Prime 服务所需的适用性要求；
- (f) 管理客户的账户； 和
- (g) 向客户提供合适的营销材料或材料。

5. 个人数据的披露

5.1 Doo Prime 可能会与第三方共享个人数据：

- (a) 根据任何适用的法规和条例；
- (b) 遵守法律和/或法院命令义务；
- (c) 遵守法律或监管机构提出的任何要求；
- (d) 如果需要履行 Doo Prime 在客户协议项下的义务，包括但不限于 Doo Prime 的关联方或相关公司；
- (e) Doo Prime 可能聘请代表我们处理个人数据的第三方数据处理方，包括但不限于档案存储、数据输入服务提供商、计算机备份服务和灾难恢复服务；
- (f) Doo Prime 的审计师、顾问、会计师或其他财务或专业顾问；或
- (g) 当客户给予 Doo Prime 同意时。

6. 个人数据的转移

6.1 根据欧盟通用数据保护条例 2016/679 (“GDPR”)，Doo Prime 不得将任何个人数据传输到欧洲经济区 (“EEA”) 之外，除非：

- (a) 根据适用的法规和条例的要求；
- (b) 有必要根据客户协议履行 Doo Prime 的合同义务；或
- (c) 客户已给予此类同意。

6.2 Doo Prime 不得将任何个人数据转移到欧洲经济区 (“EEA”) 之外，除非采取合理措施确保：

- (a) 第三方在处理个人数据方面对客户权利和自由有足够、适当和充分的保护；
- (b) 有足够、适当和充分的安全措施来保护个人数据；
- (c) 对于任何违反个人数据保护法律和法规的行为，客户拥有可执行的权利和有效的法律补救措施；

- (d) 第三方遵守任何适用的数据保护法律和法规规定的义务； 和/或
- (e) 具有约束力的公司规则或欧盟委员会批准的标准数据保护条款已经到位。

7. 保留期

- 7.1 只要客户的账户保持活跃和有效，Doo Prime 将保留客户的个人数据，并且可以在客户的交易账户和与客户的客户协议终止后七年内保留客户的个人数据。 客户的个人数据可能会保留七年以上，但须遵守相关监管机构的任何适用法规、法令或政策以及 Doo Prime 的内部政策。
- 7.2 客户承认 Doo Prime 可能需要客户的个人数据来履行其在客户协议下的义务，因此客户要求删除客户的个人数据可能会导致客户协议和客户在 Doo Prime 的交易账户终止。

8. 个人资料的管理

- 8.1 Doo Prime 已采取所有合理商业标准的技术和运营安全来保护客户的个人数据并降低安全漏洞的潜在风险。
- 8.2 Doo Prime 培训我们的员工并为处理个人数据的员工提供内部教育培训，以尊重客户信息的机密性和个人隐私。 此外，Doo Prime 实施了保护个人数据的程序，只有在有必要履行 Doo Prime 根据客户协议承担的义务时，才允许员工访问客户的个人数据。
- 8.3 客户承认 Doo Prime 不能保证个人数据的绝对保护和绝对安全。 客户承认，只要 Doo Prime 采取了所有合理的商业标准并且在保护客户的个人数据方面没有疏忽，Doo Prime 不对第三方实施的超出 Doo Prime 控制的任何恶意和欺诈行为负责。

9. 客户的权利

- 9.1 根据 GDPR，客户保留以下权利：
 - (a) 访问客户的个人数据并询问 Doo Prime 是否正在处理个人数据；
 - (b) 更正或修改客户的个人数据；
 - (c) 限制个人数据的处理；
 - (d) 反对出于直接营销目的处理个人数据； 或
 - (e) 要求 Doo Prime 删除和清除客户的个人数据。

10. 接触

10.1 如果客户对我们的隐私惯例有任何投诉或疑虑，请通过以下渠道与我们联系：

电子邮件：support@dooprime.com

电话：+44 20 8123 9088（英国）； +852 9561 4601（香港）。

(本页的其余部分故意留空)

