

Privacy Policy

This Privacy Policy (*hereinafter referred to as 'Privacy Policy'*) are applicable for Your Use of the Website - spectre.ai (*hereinafter referred to as "Website" or "the Website"*) and/or its internal links and/or Trading Platforms, accessible within the Website from any device and any operating system or platform. The Website is developed and maintained by Spectre Global Ltd, a company incorporated in the Cayman Islands with company number CR330820, (*hereinafter referred to as "Us" or "We" or "Company" or "Our(s)" or "Ourselves"*), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

This Privacy Policy also governs collection, use, storage and sharing of your Personal User Information, Anonymous Information and documentation with third parties by Us.

All external links which might be accessible from the Website or other Spectre Platforms may or will have their own terms and conditions, usage and privacy policies and We and Our affiliates and partners do not control them and bear no responsibility for any consequence arising from their usage. Any Trademarks or Registered Trademarks used in this document belong to the respective owners and no claims are made over the same.

Definitions

Unless mentioned otherwise, the following terms will have the meaning ascribed to them below:

Affiliate(s) and Partner(s), means any Company or Person or Organisation who is related to Us as a business partner/ agent/ contractor/ employee/ distributor/ supplier and assists Us in any manner in providing the services through the Website. Affiliates and Partners are related to Us only till the extent of their duties performed under their contract with Us.

Ether or ETH refers to the cryptocurrency Ether which functions on the Ethereum blockchain.

KYC means Know Your Client

AML means Anti- Money Laundering

Terms and Conditions or "T&C" means the document located on www.spectre.ai which together with the Privacy Policy governs the functioning of the Spectre Platforms and the collection, storage and sharing of data in the Spectre Platforms.

Spectre Account means the account opened by the User on the Website for accessing the Website and/or its internal links and/or Trading Platforms

Spectre Platform(s) refer to the Website and/or its internal links and the Trading Platforms considered together

Trading Platform(s) mean any software or facility or interface provided within or through the Website which allows Users to trade or deal in securities, commodities, currencies, derivatives, cryptocurrencies or other assets in any manner.

Use(s) means any manner of use of the Spectre Platforms for (a) accessing or browsing with/ without registration on the Website (b) conducting trial/or demo trades (c) online financial trading with any Trading Platform on the Website and concluding contracts on the Trading Platforms (d) holding or purchase or any other action related with the Spectre Utility Token ('SXUT') or Spectre Dividend Token ('SXDT') (e) loading and withdrawal of funds (f) linkage with external Wallets or any other payment methods (g) use of any other function on the Website including but not limited to evaluation, trial, testing, use as a customer for participation in legally permitted contests, transfer of data, receipt of advertising, data collection, data submission, data evaluation, data transmission and all other possible activities on the Website and/or its internal links and/or Trading Platforms.

User(s) means any person or persons who Use any or all of the Spectre Platforms in any manner. Also referred to as 'You' or 'Your' or 'his' or 'her' or 'they' when the context requires.

Other terms may be defined or designated within the document when the context requires by placing them within parentheses '()' immediately after the meaning of the term

Data Collection and Processing

1. We collect all or any of the following documents from Users for verifying their identity and other personal information to Use the Spectre Platforms or create a Spectre Account as a part of Our KYC, AML and Anti- Fraud measures. The documents which a User may be required to submit on the Website include the following:
 - (a) Passport or Domestic Citizenship Identification Document or equivalent
 - (b) Tax Identification or Registration Number (in certain cases document conveying such registration)
 - (c) Bank Account Information of the source of the funds being transferred to the On-site Wallet
 - (d) Proof of Address in the form of Government Issued Documents
 - (e) Documents conveying the source of funds used on the Spectre Platforms
2. The documents mentioned in Clause 1 above are not exhaustive and We may request certain Users to submit additional documents based on Our internal assessment.
3. The General threshold for verifying accounts is on cumulative withdrawals through a Spectre Account of above USD 1000 (United States Dollars One Thousand only), but We may require Users to verify their accounts or submit documentation below that amount on Our sole discretion. Any Spectre Accounts where the User fails to provide all information which is sought or fails to submit any or all of the documentation sought from the User may be closed without notice.

4. In certain cases We may require Users to notarise or apostille or undertake similar verification process for the documents submitted by them.
5. In addition to the documents specified in Clause 1 above and in all cases of Use of any of the Spectre Platforms, We and Our Affiliates and Partners may collect the following data from Our Users ('Personal User Information'):
 - (a) Professional qualification and employment history and status
 - (b) Income and wealth information
 - (c) Trading history and performance
 - (d) Ethereum or other cryptocurrency wallet address (but never Your private key)
 - (e) Device Information including Device Identification Number, IMEI, Machine Address Code (Mac ID), Serial No., Mobile Number, Network Identification, IP address or any other identification factor which may enable identification of a Cell Phone or a Computer.
 - (f) Location services such as GPS, Wifi location, Mobile Network triangulation or any other service which enables Us to locate Our Users.
 - (g) Images, Videos, any other Files provided by Users to enable Us to provide better services
 - (h) Information collected through Cookies and similar tracking technology to enable Us to provide better services through the Spectre Platforms.
 - (i) Crash reporting Usage information which is transmitted by the Spectre Platforms automatically or on request by the User.
 - (j) Information which explicitly discloses the Identity of the User such as name, age, Date of birth, telephone or mobile phone number, email, gender, social media information or any other parameter which is disclosed by the User when they register on the Website for a Spectre Account or submit a support request by any mode including through email or on the Website.
 - (k) Payment or bank information in case the User provides Us with the same voluntarily for fulfilling any special request.
 - (l) Information and/or access to social media accounts of the User when he chooses to link the same to the Website or accesses the Website using the social media accounts.
 - (m) Personal User Information such as pattern of use of the Spectre Platforms, fund access information and information about external wallets
 - (n) Data generated by a User through Use of the Website
 - (o) Any other information which is provided by the User by filling any form or similar data collection method or transmitted by the User voluntarily or when requested by Us.
 - (p) The information about a User's trading pattern including but not limited to:
 - i. assets traded
 - ii. contract types traded

- iii. Win rate on assets and contracts traded
 - iv. Login activity
 - v. Average position size
 - vi. Average win size
 - vii. Average loss size
 - viii. Average duration of trades
- (q) Any communication in any manner between You and Us including through telephone (without warning), Website, Email, in person or any other mode of communication
- (r) Any other information where We are required by law to collect such information
6. Personal User Information or any documentation collected from any User under Clause 1 above may be shared by Us with any appropriate agencies or parties for verification or as required for identity, anti-money laundering or any other form of checks.
 7. We also collect anonymised information including but not limited to Website visits, duration, time of access, clicks and other use of Spectre Platforms and any transactions made within the Website ('Anonymous Information'). This Anonymous Information does not identify any User directly and can be shared with any advertisers and/or other third parties for advertising or other purposes.
 8. Any Personal User Information, Anonymous Information or documentation collected by Us under Clause 1 above may be used as evidence for regulatory purposes or for legal proceedings of any nature.
 9. Any Spectre Account which has been opened with information which We believe is incorrect may be closed down and cancelled at any time. If You refuse to provide use with the documents specified in Clause 1 or refuse to share Your Personal User Information or Anonymous Information, We may not be able to provide You with permission to Use any or all of the Spectre Platforms.
 10. We are obliged to share any documentation collected under Clause 1, Personal User Information or Anonymous Information on request or orders from any competent Judicial or Administrative authorities empowered to seek such data as per the laws of the countries where We operate. We are under no obligation to transfer information about any such requests to Our Users but may attempt to do so unless prohibited by law.
 11. Users can request for a deletion of certain Personal User Information after termination of their Accounts maintained with Us. Request for such deletion of Personal User Information should be made through the form provided inside the Trading Platforms or through an email to support@spectre.ai stating the request for deletion of the Account and Personal User Information. We require a period of up to 30 (Thirty) working days for completing such requests. We cannot delete all documentation, Spectre Account, Personal User Information or Anonymous Information as We are required by law to store such information.
 12. We also collect 'Anonymous Information' including but not limited to Website access duration, time of access, clicks made within the Website. This Anonymous Information does

not identify any User directly and can be shared with any advertisers and/or other third parties for advertising or other purposes.

13. We are obliged to share any Personal User Information or Anonymous Information on request or orders from any competent Judicial or Administrative law empowered to seek such data as per the laws of the countries where We operate. We are under no obligation to transfer information about any such requests to Our Users but will attempt to do so unless prohibited by law
14. Information, including any Personal User Information which is normally not required for the use or functioning of the Website and which You have voluntarily chosen to convey through or outside the interface of the Website for request of additional support or with the purpose of directly communicating with Us or for requesting additional support will not be covered under the provisions mentioned in Clause 11 above and such information will also not be deleted from Our servers even on receipt of a request of deletion of Your Spectre Account.
15. Certain forms of Anonymous Information cannot be deleted even on receipt of a request for the same due to technological limitations. Such Anonymous Information cannot however be used to identify a User directly.
16. If You decide to use the services of Our Affiliates and Partners or other third parties, they may also collect Personal User Information including name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information through forms or data collection pages within the Website. You can also request Us to transfer Personal User Information to them by clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is commonly used in the industry and is permitted by law. Our Affiliates and Partners and third parties have their own terms and privacy policies and We accept no responsibility for any of their claims and services. We request You read their terms and privacy policies carefully, to exercise caution before using their services and contact them directly for any issues which arise from Your use of their services.
17. Your financial information will be processed by Us and also the Off-site Wallet services provider if You such services. Off-site Wallet services providers have their own terms and privacy policies and We request You to read them carefully before any purchases. We do not control any of their services or the use and collection of Your data. We accept no responsibility for any of their claims and services and request You to exercise caution before using their services and contact them directly for any issues which arise from Your use of their services
18. Our advertising partners on the Website may collect Personal User Information if You decide to visit their links/websites or download their applications. We do not control any of their services or the use and collection of Your data. We accept no responsibility for any of their claims and services and request You to exercise caution before using their services and contact them directly for any issues which arise from Your use of their services.

Data Control

19. **Data Controller:** Spectre Global Limited (trading as spectre.ai) is the designated 'Data Controller' under this Privacy Policy.
20. As a part of Our business and to ensure that We can provide services on the Spectre Platforms, We may share Personal User Information or Anonymous Information or documentation submitted under Clause 1 with the following:
 - (a) Introducing brokers and affiliates with whom We have a mutual relationship;
 - (b) Professional advisors such as Our solicitors in connection with any ongoing or prospective legal Proceedings or in order to establish, exercise or defend Our legal rights, and Our auditors and accountants in order to satisfy Our regulatory and financial reporting obligations
 - (c) Credit providers
 - (d) Credit reporting and reference agencies
 - (e) Any member of Our group including but not limited to Our subsidiaries, holding company and its Subsidiaries and successors to Our business.
 - (f) Anyone authorised by You.
 - (g) Our insurers, agents, service providers, advisers, suppliers and subcontractors who provide Us with insurance, administrative, IT, financial, verification, regulatory, compliance research or other services
21. All third parties covered under Clause 20 who receive Your data have undertaken to respect any individual's right to privacy and comply with all the relevant data protection laws and this Privacy Policy.
22. Any Personal User Information or Anonymous Information that We and Our Affiliates and Partners collect will be stored by Us and will not be disclosed to any other third party except as stated in Clause 20 above without the express permission of the User. Information which is (a) voluntarily submitted by the Users on links to third parties through the Spectre Platforms and on websites which may have links on the Spectre Platform, or (b) where the User has consented to share the information, will however be transmitted to third parties
23. We may transfer Your personal information to any region (ensuring that the transfer is lawful and that there are appropriate security arrangements in place) or to Our Affiliates and Partners including data processors appointed by Us. In order to transfer personal information to third parties in territories where applicable legislation may not be adequate, We will enter into arrangements with such third parties to ensure appropriate and suitable measures are taken to protect data breaches. Third parties such as credit reporting, reference and governmental agencies may keep a record of any searches and may use the search details to assist other companies in performing their searches.
24. **Important:** Where any third party uses Your personal data as a data controller, such use is not covered by this privacy notice and is not subject to Our privacy standard and procedure.

Cookie Policy and Data

25. We use cookies on Our Website to provide You the best services and through the cookies, in addition to the Personal User Information mentioned above, We may collect information including but not limited to clicks on Our site, search history, time spent on Our Website and search and download history on Our Website.
26. Users can refuse to accept cookies during which situation 'Personal User Information' would not be collected from Your visit of the Website unless You register for a Spectre Account or provide Us with the information through any online forms or other methods.

Usage and sharing of Your personal information for other purposes

27. We may use Your Anonymous Information and Your Personal User Information collected through the Website to provide You with customised services, suggest more features and at certain times to provide You with offers, information, targeted advertising or other communication.
28. We share Your Anonymous Information with Our Affiliates, Partners and advertising service providers to provide You with customised services and suggest more features and at certain times may also provide You with targeted advertising.
29. We retain the sole discretion use reviews and comments received on Our email and posted on Our Website, Social Media pages and review pages and other websites for promotional, training and marketing purposes and this may also involve identification of the individual posting such reviews and comments through the User name or name used for posting the comments or reviews.
30. If You requested for service assistance, subject to receipt of Your consent or request, We may also share Your Personal User Information or Anonymous Information with Our Affiliates, Partners and other third parties to resolve or answer any queries or issues for which You have chosen to contact Us through email, Website or any other mode. We will not be responsible for any misuse of data by third parties in these cases as the data has been collected and shared with the third party with Your consent.
31. Where You have opted out of receiving marketing communications We will hold Your details on Our opt-out list.
32. We may have to disclose Your Personal User Information and Anonymous Information on request or valid orders or warrants or any other legally binding orders from regulatory authorities, government bodies authorised by law, law enforcement bodies and judicial authorities in (a) any of the jurisdictions that You reside, visit or use Our Website, and/or (b) in any of the jurisdictions that We are based in or operate in.
33. Your Anonymous Information and Your Personal User Information may also be shared and used in case of any disputes or legal proceedings initiated by You, Us or any of Our partners, affiliates and/or government authorities in (a) any of the jurisdictions that You reside, visit or use Website, and/or (b) in any of the jurisdictions that We are based in or operate in.

Other Critical Information

34. We attempt to take reasonable measures and precautions to protect the security of Your personal information.
35. Our Chief Operating Officer also performs duties as Our Data Protection Officer and works with Our in-house legal resources to the greatest extent possible ensure Our compliance with this Privacy Policy and applicable laws and regulations.
36. Our employees are bound contractually to respect the confidentiality of Your personal data.
37. We hold personal information in secure data centres (AWS and OVH), off-line secured files and online secure media channels protected by 2-factor-authorisation. When We consider that personal information is no longer needed, We will remove any details that will identify You and We will securely destroy the records.
38. In order to comply with Our KYC/ AML procedures, We may hold any data collected from You for a period of up to ten years. If We hold any personal information in the form of a recorded communication, which originate in telephonic, electronic, or in person communication or otherwise, We will hold this recording up to a period of ten years from the date of collection of the said information.
39. Although, We attempt to store the Your Anonymous Information and Your Personal User Information in a highly secure environment, but We cannot guarantee the security of this Anonymous Information and Your Personal User Information from hackers, data miners or from targeted data breach attempts or other illegal activity. We would not be liable for any loss caused directly or indirectly to any User or third parties as a result from such activities to the maximum extent permissible under law.

Consent for collection of information

40. Your continued usage of the Website and/or download and usage of the Website means that You have read and understood this Privacy Policy and provide valid consent to the same as per the laws applicable to You. In case You do not agree with this Privacy Policy, You should immediately stop the use of the Website.
41. Your consent for the use of the Website and/or its additional features can be provided by signing a document or clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.
42. In case You are resident within the European Union, Your consent to this Privacy Policy shall also be considered as “unambiguous consent” in terms of Article 7 of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 whereby You have permitted collection, transfer and processing of Your Personal User Information and Anonymous Information anywhere across the world. After the GDPR is in force from 25 May, 2018, all European Union Residents will be considered to have provided valid consent when they open or had opened a Spectre Account by signing a document or clicking on any required buttons

or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.

Queries and Clarifications

43. In case of any queries or clarifications You can contact Us at Our email id: legal@spectre.ai. and We will make Our best effort to respond to Your queries as soon as possible.
44. The Privacy Policy and Terms and Conditions may be updated with or without notice from time to time and the version available on www.spectre.ai on a given date will be considered as the governing document for any incidents arising on that date. Only the latest version of the Privacy Policy and Terms and Conditions will be available on the Website. Users have the sole responsibility to download and save any copies of the Privacy Policy and Terms and Conditions on a particular date if they require them. No request for supplying older versions of the Privacy Policy and Terms and Conditions will be accepted.
45. An update of the Privacy Policy on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to Privacy Policy and Terms and Conditions.
46. Users may be provided with special contact mediums including email, online form and/or telephone numbers for reporting any issues relating to the Website. Any User who Uses these services agrees to use them in a legal manner and in compliance with these Terms and Conditions.
47. The laws of Cayman Islands shall govern the Privacy Policy.
48. Any disputes arising from the violation or interpretation of the Privacy Policy will be raised in the courts of Cayman Islands only. Your continued Use of the Website is considered as valid acceptance of this term and You surrender Your rights to sue in a local court to the maximum extent legally possible.
49. The Privacy Policy will not be interpreted against one party merely as it was drafted by the party.
50. For purposes of this Privacy Policy document, whenever the context requires:
 - (a) the singular number shall include the plural, and vice versa;
 - (b) the masculine gender shall include the feminine and neuter genders,
 - (c) the feminine gender shall include the masculine and neuter genders,
 - (d) the neuter gender shall include the masculine and feminine genders; andthe words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
51. By using the Website, the User accepts that he/she has read and accepted the entire Privacy Policy document and is legally competent to provide consent under laws of all jurisdictions which cover his/her Use of the Website.