

PRIVACY POLICY

This Personal Data Privacy Policy (hereinafter referred to as the “Privacy Policy” or the “Policy”) shall apply to all information posted on the Internet at: <https://nox.bz>, <https://me.nox.bz>, <https://forum.nox.bz> (the “Website”), which the Users, Clients and other persons shall be able to receive while using the Website, its services, programs and products.

This Privacy Policy shall apply to all, without exception, Users, Clients of the ART Cloud Technologies (the “Company”, the “Website Administration”) (39/5 Granton Crescent, Edinburgh, Scotland, EH5 1BN, company number in the register: SL34179) and webvisitor.

The use of the Website services, the Company products means the User’s unconditional consent with this Policy and the terms of processing his/her personal information specified in it; in case of disagreement with these terms, the User shall refrain from using the services.

1. GENERAL PROVISIONS

1.1. The User’s personal information hereunder means:

1.1.1. The personal information on himself/herself that the User provides upon registration (account creation) or in the process of using the Services, including the User’s personal data. The information required for the Services provision shall be marked in a special way. Other information shall be provided by the User at his/her discretion.

1.1.2. Data that is automatically transferred to the Website services using the software installed on the User’s device, including IP address, cookie data, information on the User’s browser (or other program for service access), technical characteristics of equipment and software used by the User, date and time of access to services, addresses of requested pages and other similar information.

1.1.3. Other User’s information, the processing of which shall be provided for by this Policy and the Client Agreement.

1.2. The Company and the Website shall not control and shall not be liable for third-party websites to which the User may go clicking on the links available at <https://nox.bz>, <https://me.nox.bz>, <https://forum.nox.bz>.

1.3. The Company shall also collect the following information and data:

- 1.3.1. Phone number, e-mail address, the User's profile photo.
 - 1.3.2. Content that the User creates, downloads or receives from other Users when using the Company's product, including photos, letters, comments, documents.
 - 1.3.3. Information on browsers and devices that the User uses to access the Company's products.
 - 1.3.4. Information on the type and settings of the browser and device, the operating system, mobile network (including the operator's username and phone number) and the Company product version number.
 - 1.3.5. Information on the interaction of the User's applications, browsers and devices with the Website's services, including the IP address, crash reports, information on the actions in the system, the date and time when the User visited our resource, and the URL from which you went to it (URL, link).
 - 1.3.6. The User's location when he/she uses the Website services and the Company products.
 - 1.3.7. Period when the User views recommended ads or clicks on them, joins groups, responds to the polls.
 - 1.3.8. Period when the User uses his/her account to enter other websites or other services. The Company receives information when the User uses his/her account to enter the system on a third-party Website or in a third-party application.
- 1.4. The User shall be able to adjust the amount of personal data provided in the account settings, as well as to change them. The User shall be able to choose the information that may be visible to other users. The User shall be able to manage information related to certain products in his/her account. The User shall be able to manage his/her contact information in his/her account settings - it shall include a name, sex, e-mail address, phone number and other data.
 - 1.4.1. The User shall be able to disable or enable geolocation on his/her smartphone or tablet, and the location history in the account settings.
 - 1.4.2. If the User contacts the support service, the Company shall collect data to answer the User's questions and improve the service quality. When

contacting the support service, the Company shall collect information that helps to classify and answer the questions, and if necessary, to investigate the violations of the terms and conditions of the Client Agreement or this Privacy Policy. This information shall also be used to identify the potential issues, track the trends, and improve the quality of the support service's responses.

- 1.4.3. The User may provide his/her consent that his/her information may be used to personalize the content more accurately and to increase the relevance of search results and displayed recommendations in the account.
- 1.5. When creating an account in the products of the Company, the User agrees that the data specified by him/her in the account will be available to other Users and will be used under the Privacy Policy and the Client Agreement.
 - 1.5.1. By providing the Company with his/her personal data when creating or updating an account, the User accepts the Company's agreement voluntarily and explicitly. Providing information to the Company, including any information considered private under applicable legislation, shall be completely voluntary. The person registering the account shall be fully liable for its accuracy.
 - 1.5.2. When creating an account, the User shall have the opportunity to change his/her data, delete content and close the account.
 - 1.5.3. Closing an account shall not mean suspending from it and deleting the User's personal data. The User shall exercise the right of the registered User to revoke the previously given consent by suspending from his/her account, the right of an unregistered User to delete data by contacting the Company through the support service or otherwise.
 - 1.5.4. Upon logging into the Company's product without registering an account, we invite the User to accept the terms and conditions hereof. By agreeing to these terms and conditions and continuing to use the Company's product, the User provides the Company with his/her consent to the processing of personal data. The unregistered User data

may be deleted due to its identification as a unique device (PC, phone, etc.).

2. THE USERS' PERSONAL INFORMATION PROCESSING PURPOSES

2.1. The Website shall collect and store only that personal information that is necessary for the provision of services or the execution of agreements and contracts with the User, unless the legislation provides for the mandatory storage of personal information for a period specified by law.

2.2. The Website shall process the User's personal information for the following purposes:

2.2.1. Identification of the User registered on the Website for using the Company's products and services of the Website.

2.2.2. Providing the User with access to the personalized resources of the Website.

2.2.3. Establishing feedback with the User, including sending notifications, requests regarding the use of the Website, the provision of services, processing of requests and applications from the User.

2.2.4. Determining the location of the User to ensure security, fraud prevention.

2.2.5. Confirmations of the accuracy and completeness of personal data provided by the User.

2.2.6. Creating an account for the Company's products and services of the Website, if the User has agreed to create an account.

2.2.7. Notifications of the Website User.

2.2.8. Providing the User with effective client and technical support in case of problems associated with the use of the Website.

2.2.9. Implementation of promotional activities with the User's consent.

2.2.10. Automatic installation of MetaTrader terminals with authorization on brokers' servers, if the client uses automatic launch of trading advisors.

3. CONDITIONS FOR PROCESSING PERSONAL INFORMATION OF USERS AND ITS TRANSFER TO THIRD PARTIES

3.1. The Website shall store the Users' personal information in accordance with the internal regulations of specific services.

- 3.2. The User's personal information shall be kept private, except for cases when the User voluntarily provides his/her personal information for general access of unlimited number of users. When using certain services, the User agrees that a certain part of his/her personal information becomes publicly available.
- 3.3. The Website shall be entitled to transfer the User's personal information to third parties in the following cases:
 - 3.3.1. The User has agreed to such actions.
 - 3.3.2. The transfer is necessary for the User to use a certain service or to fulfill a certain agreement or agreement with the User.
 - 3.3.3. The transfer is provided by the legislation within the procedure established by the legislation.
 - 3.3.4. In the case of the sale of the Website, all obligations to comply with the terms and conditions hereof with respect to the personal information received by him/her shall pass to the acquirer.
 - 3.3.5. In order to study the trends in using the service, the Company may provide the User's personal data to other persons, such as the Clients, various social networks (for authorization), developers and copyright holders. In this case, all the information provided is aggregated, provided for statistical purposes. In addition, the Company allows individual partners to collect information from the User's browser or device using its own cookies and other technologies and use it to display the recommended content and evaluate its effectiveness. Such information collection shall be governed by the Privacy Policy of each individual partner.
 - 3.3.6. Being summoned to appear before court or in accordance with the requirements of another legal process, as well as in cases where it is required to enforce the terms of the Client Agreement.
 - 3.3.7. When the Company is obliged to disclose personal data, profile information, and/or information on activity as a Company Client when summoned or in accordance with the requirements of another legal process, as well as in cases where the Company has the reason to believe that the information disclosure is necessary for:

- 3.3.7.1. Investigating, preventing or taking actions against alleged or actual offenses or to assist the state law enforcement agencies.
 - 3.3.7.2. Enforcing the terms and conditions of the Client Agreement, investigating any cases of third parties and protecting against them, or ensuring the Company's safety and integrity.
 - 3.3.7.3. Exercising or protecting the Company's rights, property or safety, the Company's members and employees or other persons.
- 3.3.8. If the Company conscientiously believes that these persons have the right to receive, use, store or disclose this information on the following grounds:
 - 3.3.8.1. In order to ensure the compliance with legal requirements, the implementation of judicial decisions or their enforcement.
 - 3.3.8.2. At the request of the state authorities (we publish the information on the number and types of such requests in the Report on the Availability of Services and Data).
 - 3.3.8.3. If it enforces compliance with the terms of use or in the investigation of their possible violations.
 - 3.3.8.4. In case of fraud detection, for the purpose of their suppression or in case such requests are directed to elimination of technical or security problems.
 - 3.3.8.5. When they protect the rights, property or safety of the Company, its Users or the public as required by law and within the powers granted to them by law.
- 3.4. If the Company is involved in a merger, acquisition or sale of assets, the Company will continue to ensure all personal data privacy.
- 3.5. The User's personal data shall be processed without any time limit by any legal means, including in the personal data information systems using automation tools or without using such tools. The Users' personal data shall be processed as required by law.
- 3.6. In case of loss or disclosure of personal data, the Website Administration shall inform the User on the loss or disclosure of his/her personal data.

- 3.7. The Website Administration shall take the necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access, destruction, alteration, locking, copying, distribution, as well as from other illegal actions of third parties.
- 3.8. The Website Administration together with the User shall take all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the User's personal data.

4. OBLIGATIONS OF THE PARTIES

- 4.1. The User shall be obliged:
 - 4.1.1. To provide the personal data information necessary to use the Website.
 - 4.1.2. To update, supplement the provided personal data information in case of change of this information.
- 4.2. The Website Administration shall be obliged:
 - 4.2.1. To use the information received solely for the purposes specified in this Privacy Policy.
 - 4.2.2. To ensure information privacy, not to disclose it without the prior written permission from the User, as well as not to sell, exchange, publish or disclose in other possible ways the User's transferred personal data, except as provided herein.
 - 4.2.3. To take precautions to protect the User's personal data privacy under the procedure usually used to protect this kind of information in existing business transactions.
 - 4.2.4. To lock the personal data related to the relevant User from the moment of contacting or requesting the User or his/her legal representative or authority providing protection for the rights of data subjects during verification in case of revealing inaccurate personal data or illegal actions.

5. LIABILITY OF THE PARTIES

- 5.1. The Website Administration, which has not fulfilled its obligations, shall be liable for losses incurred by the User in connection with the misuse of personal data under the applicable law.
- 5.2. In case of loss or disclosure of the private information, the Website

Administration shall not be liable if this private information:

- 5.2.1. Became public before its loss or disclosure.
- 5.2.2. Was received from third party until it was received by the Website Administration.
- 5.2.3. Was disclosed with the User's consent or under the terms and conditions hereof.

6. DISPUTE SETTLEMENT

- 6.1. It shall be mandatory to submit a claim (a written proposal for the voluntary dispute settlement) before applying to the court with a claim for disputes arising from the relationship between the Website User and the Website Administration.
- 6.2. The claimee shall notify the claimant in writing of the results of claim consideration within 30 calendar days from the date of the claim receipt.
- 6.3. If the Parties fail to agree, the dispute shall be referred to the court under applicable law.
- 6.4. The current international law shall be applied to this Privacy Policy and the relationship between the User and the Website Administration.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1. The Website Administration shall be entitled to make changes to this Privacy Policy without the User's consent.
- 7.2. The new Privacy Policy comes into force from the moment it is posted on the Website, unless otherwise provided by the new version of the Privacy Policy.
- 7.3. All suggestions or questions under this Privacy Policy shall be reported at www.nox.bz@gmail.com.
- 7.4. The current Privacy Policy is available at: <https://nox.bz>.
- 7.5. This Privacy Policy is an integral part of the Client Agreement posted at: <https://nox.bz>.