

Global Trading Club Privacy Policy

1. General

The objective of this Privacy Policy is to set out in an accountable and transparent way the manner in which Global Trading Club collects and uses your Personal Information.

- A. The operative parties referred to in this policy are Company and You, the User of these sites: Gtcexchange.com Globatradingclub.com
 1. {Global Trading Club} decentralized system is the publisher and operator of the website(s) listed at the beginning of this Policy. Hereinafter, global trading club shall be referred to as "Company". When first-person pronouns are used in this Policy, (Us, We, Our, Ours, etc.) these provisions are referring to Company. Additionally, when the terms "the Site" or "Site" are used, these terms refer to the website(s) listed at the beginning of this Policy, as well as the Services offered via the Site, such as the virtual currency exchange (the "Exchange") and ancillary services as defined in Our User Terms.
 2. {You, the User} As the User of this Site, this Policy will refer to the User as "You" or through any applicable second-person pronouns, such as "Yours," etc. Hereinafter, the User of the Site shall be referred to in applicable second-person pronouns.
- B. This Privacy Policy describes how we use information received about you when you visit Our Site or when You subscribe to, or otherwise use Our Services. This Policy does not cover any information that we may receive from or about you through channels other than through the use of the Site or Services.

2. Revisions to this Policy

We reserve the right to revise, amend, or modify this Policy and Our other policies and agreements at any time and in any manner. You should periodically check for any modifications of this Policy by re-visiting this web page and using the "refresh" button on your browser prior to your use of the Site and the Services. You should note the date of last revision to this Policy, which appears at the top of this Policy. If the "last modified" date remains unchanged after you have clicked the "refresh" button on your

browser, you may presume that no changes have been made since the last reading of the Policy. A changed “last modified” a date indicates that this Policy has been updated or edited, and the updated or edited version supersedes any prior versions immediately upon posting. In a merger or acquisition of the Company, customer personal information will likely form part of the assets to be transferred. Any and all changes to this Policy arising from such merger or acquisition will be posted on the Site and you will be notified of the changes via a news update within your account settings page.

3. Personal Information that We Collect

Visitors to Our Site, and users of Our Services, will have multiple manners of interactivity with us. Depending upon Your level of interaction, we will collect different information about you. The type of information collected is as follows:

Members

1. Members are those Users who interact with Our services in a way which requires registration, for example, participating in the Exchange or Our user discussion forums, if applicable (“Forums”). As a Member, You may be prompted to provide Your name, Your residence address and mailing address (if different), Your telephone number, a valid email address, Your date and place of birth, a copy of a valid photo ID or passport, proof of residence, Your government issued identification number, other personal information necessary to verify your Identity, and Your Bitcoin addresses and related information (“personal information”) which may lead to Your identification.

Browsers

2. Browsers are visitors to the Site who never enter into any active data collection pages or use the Services or Exchange. Browsers may, however, view content posted by Members. Any information gathered from Browsers is also gathered from Members. This information is restricted to cookies, IP Addresses and Referral URLs, and other passive information gathering devices. Browsers are also considered Users of the Site.

4. How We Collect Information from You

Passive Collection

1. We use cookies to collect information about you in order to enhance your experience on the Site. The information collected in our cookies includes, but is not limited to, Your User IP address, geographic location and other session data. Cookies are small text files that are stored in your local browser cache. Such cookies enable the recognition of your browser in order to optimize the Site and simplify its use. Most browsers are set-up to accept these cookies automatically. We use cookies to improve our knowledge of your use of the Site and hence the efficiency of your individual use of this Website. The cookies are not permanent and will expire after a short period of non-use. For security reasons, you may wish to deactivate the storing of cookies or adjust your browser to inform You before the cookies are stored on Your computer. However, please note that if you do erase or block the cookies, you may not be able to utilize some features on the Site. We shall however not in any way, be held liable for any loss or damage resulting from your inability to use such features.

Active Collection

2. We collect information from you when You register for an account to use the Services or Exchange and when You use such Services.

5. How We Use Your Information

1. We collect your personal information to provide the Services to you. We notify you about your account activity, process transactions, provide customer support services, improve our product, identify, prevent, and report potentially suspicious, fraudulent, or illegal activities, and we notify you about important changes to our Terms of Use.
2. Primary uses for Your information are to provide You with services You have requested and/or paid for, to conduct customer identification and anti-money laundering reviews and compliance and to comply with applicable law. We may also use your information to deliver customized services to you. Member personal information, login information and e-mail addresses may be disclosed to third parties for the purpose of providing certain features or third-party services associated with the Exchange, including Our Anti-Money Laundering client verification providers for the purpose of complying with applicable laws. The Site may contain links to other third party websites, which are regulated by their own privacy policies. We are not responsible for the privacy policies of these other third party websites even if You accessed them using links from the Site or

were linked to the Site from a third party website. We are not responsible for how third parties use your information, and you should become familiar with such third parties' privacy policies prior to requesting their services. Non-personal and aggregate information, such as that collected passively, is used in order to customize our marketing efforts or to customize the efficient use of Our Site for an aggregate group of customers. We additionally may use the personal information of Users whose membership has expired or has been cancelled in order to market our services to these individuals in the future. We generally will use your information for the purposes for which you specifically provide it, for example, to ensure payment for subscription services, if applicable. We may also use your information for market research purposes in the form of aggregate data – in order to increase Your (and other Users') experience according to tracked interests, to analyze and target potential new markets, and for other marketing purposes. Such general information may be shared with third parties to show general service usage but is however not linked to personally identifiable information.

6. Special Cases

We take the protection of your personal information very seriously and recognize the need to keep Your personal information registered with the Site secure. Save as expressly provided herein, Your personal information will not be passed on by Us or by Our agents for use by third parties in any form whatsoever unless We have obtained Your consent or are legally required to do so or except for the following purposes. It is our policy not to use or share the personal information about Browsers or Members in ways unrelated to those described in this Policy without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, We may disclose personal information about Browsers or Members (including all information and documentation provided to us concerning a Member), or information regarding Your use of the services or Site(s) accessible through Our services, for any reason if, in Our sole discretion, We believe that it is reasonable to do so, including but not limited to:

1. To satisfy or comply with any laws, such as the Electronic Communications Privacy Act, regulations, or governmental, or legal requests for such information;
2. To conduct our customer identification and anti-money laundering reviews and compliance (e.g., by providing personal information about Members to third-party identity verification services);
3. To make reports concerning suspicious activity, potential money laundering, terrorism financing or other potentially unlawful activity to law enforcement agencies, regulatory

agencies and other governmental agencies in any jurisdiction where we deem it appropriate in our sole discretion;

4. To disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Terms & Conditions or other User policies;
5. To operate Our Site, Services and Exchange properly;
6. To protect Ourselves, Our Members, and the general public, We specifically reserve the right to disclose any and all information to law enforcement in the event that a crime is committed, is suspected, or if We are compelled to do so by lawful criminal, civil, or administrative process, discovery requests, subpoenas, court orders, writs, or reasonable request of authorities or persons with the reasonable power to obtain such process.
7. It is further within our sole discretion to cooperate with and disclose information to law enforcement, private party litigants and governmental agencies, about Our Users to the extent required by applicable law.
8. If we have reason to believe that a Member is not the owner an account, even if the account use is authorized, we may provide information about you.
9. Anyone who violates Our Anti-Spam Policy, if applicable, may have their personal information made public. If there is any investigation on any unlawful spamming, or any use of bulk e-mail in order to promote Your User profile, or any use of bulk e-mail in any manner that leads back to Our Site, or any one of Our Sites, We may take such steps as we deem appropriate in our discretion to ensure that Your bulk e-mail activities stop.

8. Transmittals from Us

We may send You periodic announcements including the details of Our existing and new programs. If You opt-out of these marketing emails, You may still receive system notices and other information that is specifically related to Your account. If you provide your information to us, use the Site, or subscribe to any of Our Services, You will have created a commercial relationship with Us. In having done so, You understand that even unsolicited commercial email sent from Us or Our affiliates is not SPAM as that term is defined under applicable law.

9. Our Commitment to Data Security

We will retain control of and responsibility for the use of any personal information you disclose to us. We take measures to protect the transmission of all sensitive User

information. We make all reasonable efforts to ensure the integrity and security of our network and systems by utilizing encrypted software and protective firewalls. All User information is retained in-house for the life of the account and is secured via administrative password protection. Nevertheless, We cannot guarantee that our security measures will prevent third-party 'hackers' from illegally obtaining this information. We take all reasonable measures to prevent such breaches of security, but you however acknowledge and agree that communications through the Internet is not entirely secure and hence, we are unable to guarantee that our security is one hundred percent (100%) breach-proof. You assume the risk of such breaches to the extent that they occur despite our reasonable security measures. Our security procedures shall nevertheless continuously be revised based on new technological developments. Whilst we have security measures in place to protect your personal information, please do not send any other confidential or proprietary information through the Site. You should exercise extreme caution when disclosing such confidential or proprietary information in this way. We will not be responsible for any loss or damage arising from disclosure of such confidential or proprietary information that is sent through the Site.