PRIVACY POLICY

Takumis

Beta version

This Privacy Policy (hereinafter referred to only as the **"Policy"**) defines the privacy practices employed by Takumis, a platform operated by Hello strategy builder s.r.o., with its registered office at náměstí Svobody 91/20, Brno-město, 602 00 Brno, Czech Republic, company identification number 298 39 777, registered in the Commercial Register maintained by the Regional Court in Brno, file no. C 153126 (hereinafter referred to only as the **"Company"**) in providing and/or receiving the Service (as defined in the Terms of Service) to its customers and/or from providers such as vendors, affiliates, brokers and marketing services providers, where provided by natural persons and/or through a corporate structure, in which case the Company processes personal data of their directors, shareholders and/or employees where necessary (hereinafter referred to collectively as the **"Subjects"** or specifically as **"User"** / **"Provider"**), and shall be read in the light of the legal agreements and policies provided by the Company.

The Company is not a bank, investment firm, broker or payment institution and does not provide any investment service or payment service. Where the Subject holds a trading account with any broker, that account and the personal data relating to it are governed by the privacy policy of that broker and not by this Policy. See Article IX below.

The Service is currently made available as a beta version. Article VII describes the additional processing which takes place during the beta phase and the limitations which apply to it.

I. Purpose of this privacy policy

This Policy defines how the Company collects and processes personal data of the Subjects through the use of takumis.ai and its services, or within the scope of a contractual relationship between the Company and a Provider (hereinafter referred to only as the **"Website"** or **"Service"**), including any data the Subject may provide through the Website when signing up thereto.

The Services are not intended for minors (persons below 18 years of age) and no data related to minors may be collected.

II. Data controller

The Company is the controller and the entity responsible for the Subject's personal data. It is important that the personal data the Company holds about the Subject is accurate and up to date. The Subject is obliged to inform the Company of any changes in his or her personal data.

Contact details:

Business name: **Hello strategy builder s.r.o.**
reg. no.: **298 39 777**
reg. office: náměstí Svobody 91/20, Brno-město, 602 00 Brno, Czech Republic
e-mail address: **support@takumis.ai**

The Company has not appointed a data protection officer, as it is not a public authority, its core activities do not consist of processing operations which by virtue of their nature, scope or purposes require regular and systematic monitoring of data subjects on a large scale, and it does not carry out large-scale processing of special categories of personal data. All requests relating to personal data, including requests to exercise the legal rights described in Article XXVI, should be addressed to the contact e-mail stated above. Should the Company appoint a data protection officer in the future, it will update this Policy and publish the officer's contact details.

III. Data collected

Personal data means any information about an individual which may be used to identify that person. It does not include data where the identity has been removed (anonymous data).

The Company may collect, use, store and transfer different kinds of personal data about the Subject. For the purposes of this Policy the data is divided into the following groups:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier.
- **Contact Data** includes residential address, e-mail address and telephone numbers.
- **Financial Data** includes billing details and payment card or other payment instrument identifiers processed by the Company's payment provider.
- **Transaction Data** includes details about purchases of Credit, the consumption of Credit and refunds from the Company.
- **Technical Data** includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices the Subject uses to access the Services.
- **Profile Data** includes the username and password of the Subject, his or her interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how the Subject uses the Website and the Services, including the features used, the operations performed and the Credit consumed, and interaction data such as clicks, scrolls, mouse movements and the sequence of pages viewed, captured by the session-replay and heat-map tool described in Article XXI.
- **Marketing and Communications Data** includes the Subject's preferences in receiving marketing from the Company and its third parties, and the Subject's communication preferences.
- **Content Data** includes any prompt, description, instruction, strategy, rule sheet, parameter, name, comment or other content which the Subject submits to, or creates by means of, the Website or the Services, whether typed or spoken, together with any audio recording of a spoken input and its transcription.

The Company does not collect any special categories of personal data and does not collect any data relating to criminal convictions or offences.

What the Company does not collect. The Company does not collect, request or receive any information concerning the Subject's financial situation, income, wealth, account balance, holdings, debts, investment objectives, risk tolerance, knowledge, experience or capacity to bear loss, and has no access to any investment questionnaire, suitability assessment, client categorisation, account balance or trading history held by any broker. The Service is designed to decline to act upon such information where a Subject nevertheless submits it, and to record only the fact of the refusal.

IV. If the subject does not provide personal data

Where the Company is required to collect personal data by law, or under the terms of the respective agreement with the Subject, and the Subject does not provide such data after being requested to do so, the Company may not be able to perform the agreement with the Subject. In such case the Company may have to terminate the agreement, with the obligation to notify the Subject thereof.

V. Account, credit and payment

The Company's primary purpose in processing personal data is the operation of the Website and the provision of the strategy building service. Where the Subject registers an account, the Company processes the following further categories of personal data:

- **Authentication data** – e-mail address and authentication identifiers used to sign in. Where the Subject signs in via a single sign-on provider, the Company receives the e-mail address and the relevant unique identifier from that provider.
- **Credit data** – the Credit purchased or granted, its balance, the operations which consumed it, and the history of payments and refunds.
- **Engagement data** – which features the Subject has used, which content the Subject has opened, read or downloaded, whether an e-mail has been delivered and opened, and which links have been followed.

- **Communications data** – the content of any enquiry, comment, feedback or support request submitted by the Subject and the Company's response to it.

The legal bases of this processing are performance of the contract with the Subject, compliance with legal obligations in respect of accounting and taxation, the Company's legitimate interests in operating, securing and improving the Website, and, in respect of marketing communications, the Subject's consent where required.

VI. Prompts, strategies and generated files

Where the Subject uses the Service to describe, build, revise, test or publish a trading strategy, the Company processes the Content Data described in Article III, together with the technical records generated by those operations: the rule sheets produced, the revisions made, the backtests run and their parameters and results, the scores calculated, the files generated, the Credit consumed, and the errors and refusals returned.

Purpose and legal basis. This processing is necessary in order to provide the Service (performance of the contract). The Company additionally processes these records on the basis of its legitimate interests in securing the Service, in preventing and investigating misuse and abuse, in verifying compliance with the Terms of Service — in particular with the prohibition on submitting personal financial circumstances and on requesting personal recommendations — in diagnosing defects, and in improving the Service.

Profiling. The Company does not use Content Data to build any profile of the Subject as an investor, to assess the Subject's suitability or appropriateness, or to address any recommendation to the Subject. No output of the Service is personalised by reference to the Subject's circumstances, and the Service is designed not to hold such circumstances at all.

No training on the Subject's prompts. The Company does not use the Subject's prompts to train its own artificial-intelligence models, and does not publish them. Where the Subject publishes a strategy in the Strategy Library, the Subject's chosen display name and the published strategy, its rule sheet, its backtest and its scores become visible to other users of the Service; publication is voluntary and reversible, and the Subject may withdraw a published strategy at any time, without prejudice to forks already taken by other users.

Rights in strategies and attribution. Under the Terms of Service the rights in every strategy, rule sheet, workflow and generated file created by means of the Service belong to the Company, and the Subject holds a licence to use them. This Policy does not affect that allocation of rights; it governs the personal data contained in or associated with those items. Where the Company exercises its rights in a strategy otherwise than through a publication initiated by the Subject — for example by making an anonymised strategy available to other users, by using it to test or improve the Service, or by sharing it with a technology partner — it does so without identifying the Subject and without attributing the strategy to the Subject, and it first removes any display name, free-text note or other element by which the Subject could be identified. The Company's legitimate interests in exploiting the rights it holds constitute the legal basis of that processing; the Subject has the right to object under Article XXVI.

VII. The beta phase

This Article applies for so long as the Service is made available as a beta version. It describes processing which is additional to, and not in substitution for, the processing described elsewhere in this Policy.

During the beta phase the Company processes, on the basis of its legitimate interests in developing, testing, securing and evaluating the Service: records of the Subject's use of the Service at a greater level of detail than would otherwise be necessary, including session recordings and heat maps of the Subject's interaction with the interface captured by means of Microsoft Clarity, as described in Article XXI and subject to the Subject's consent; the prompts submitted and the outputs produced, which may be reviewed by authorised staff of the Company for the purposes of quality, safety and the evaluation of the guardrails described in the Terms of Service; and the feedback, bug reports and feature requests submitted by the Subject.

Community channels. Where the Company operates a community channel, including a Discord server, participation is voluntary. Personal data submitted by the Subject in such a channel is visible to the other participants and is additionally processed by the operator of that platform as its own controller, under its own

privacy policy, over which the Company has no control. The Subject should not submit any sensitive information in such a channel.

Data may be reset. During or at the conclusion of the beta phase, accounts, strategies, rule sheets, generated files, backtests, published entries, histories and balances of Credit may be reset, migrated or deleted, as described in the Terms of Service. This does not affect the Subject's rights under Article XXVI.

VIII. Artificial intelligence

The Website and the Services include functions which use artificial intelligence, including generative models, in order to generate, revise, summarise, classify, diagnose or otherwise process content, to convert spoken input into text, and in order to respond to enquiries submitted through the Company's support channels. The Subject is informed within the Service that it is interacting with an artificial-intelligence system, and outputs generated by artificial intelligence are marked as such.

Where such a function is used, Content Data and related Technical Data may be transmitted to and processed by third-party model providers acting as processors of the Company and solely for the purpose of delivering the requested functionality, subject to appropriate contractual, technical and organisational safeguards, including a contractual prohibition on the use of that data for the training of their own models. The identity of those providers is stated on the Website and is updated as it changes.

Voice input. Where the Subject chooses to dictate a prompt by means of the microphone button, the Subject's browser asks for permission to use the microphone the first time the function is used; that permission is managed in the browser settings and may be revoked there at any time. Audio is captured only between the moment the Subject starts the recording and the moment the Subject stops it, and is transmitted, together with related Technical Data, to a speech-to-text provider acting as a processor of the Company under the safeguards described in the preceding paragraph, for the sole purpose of converting it into text. The resulting transcript is shown to the Subject and is processed as Content Data in the same way as a typed prompt. The audio recording is not retained by the Company beyond the time necessary to produce the transcription, and the Company does not use voice input to identify the Subject by voice or for any other biometric purpose. Dictation is optional, and every function of the Service is equally available by typing.

The Company does not use Content Data submitted by Subjects to train its own artificial-intelligence models. Should the Company intend to change this practice, it will update this Policy in advance and, where required by applicable law, obtain consent or establish another lawful basis.

Artificial intelligence is not used to take any decision based solely on automated processing which produces legal effects concerning the Subject or which similarly significantly affects the Subject; see also Article XXIII. The automated controls which cause the Service to decline to act upon a prohibited input do not produce such an effect, and a Subject affected by such a refusal may contact the Company at the address stated in Article II.

IX. Relationship to brokers and to other companies of the group

Brokers are separate controllers. The Company does not, under this Policy, process any data relating to any trading account. Where the Subject opens or holds an account with a broker, or installs or authorises a generated file on such an account, the authorisation, the credentials relating to that account, the trades executed and any data derived from them are processed by that broker as controller under its own privacy policy, and the Company is not a party to that processing. Where the Company acts as a technical service provider to a broker in respect of such processing, it does so on that broker's instructions and as its processor, and not as an independent controller.

Redirection. Where the Website offers to take the Subject to the client area of a broker, that function redirects the Subject's own browser. The Company does not transmit the Subject's personal data to the broker by means of that redirection otherwise than as is technically necessary to open the relevant page, and does not receive any information from the broker as to whether an account was opened or a transaction executed.

X. How is the subject's personal data collected

The Company uses different methods to collect data from and about the Subject, including the following:

- **Direct interactions.** The Subject may provide personal data to the Company by filling in forms or by communicating with the Company by post, telephone, e-mail or otherwise. This includes personal data the Subject provides if he or she:
- registers on the Website or creates an account;
- purchases or receives Credit;
- describes, builds, tests or publishes a strategy;
- subscribes to a newsletter or completes any marketing form or landing page;
- participates in the beta programme or in a community channel;
- contacts the Company's representatives; or
- submits an enquiry, comment, feedback or support request.
- **Partners and affiliates.** The Company may be provided with the Subject's personal data through its partners, including brokers which invite their own clients to the beta programme, and through other affiliates, in each case on a lawful basis established by that partner.
- **Automated technologies or interactions.** As the Subject interacts with the Website, and in accordance with the Cookies Policy, technical data about his or her equipment, browsing actions and patterns may be collected automatically by means of cookies, server logs and similar technologies.
- **Third parties or publicly available sources.** The Company may receive personal data about the Subject from third parties and public sources, such as authentication providers, analytics providers and advertising networks based within and outside the European Union.

XI. How the company uses personal data of the subjects

The Subject's personal data will be used only where the law allows the Company to do so. Most commonly the Company will use the Subject's personal data in the following circumstances:

- where it is necessary to perform the agreement concluded, or in the process of conclusion, with the Subject;
- where it is necessary for the Company's legitimate interests, or those of a third party, unless those interests are overridden by the interests or fundamental rights and freedoms of the Subject;
- where the Company must comply with a legal or regulatory obligation;
- where freely given, specific, informed and unambiguous consent has been granted by the Subject.

In cases not covered by the above legal grounds, the consent of the Subject is required. This applies in particular where personal data is used for the purposes of direct marketing communications by e-mail or text message. The Subject has the right to withdraw consent to processing for marketing purposes at any time by contacting the Company at the e-mail address stated in Article II.

XII. Purposes for which the company uses personal data

The table below describes the ways in which the Company uses personal data and the legal bases relied upon, including the Company's legitimate interests where relevant. Personal data may be processed on more than one lawful ground depending on the specific purpose.

Purpose	Type of data	Lawful basis
To register the Subject as a new user and to create and administer the account	Identity, Contact, Profile, Technical	Performance of a contract with the Subject
To provide the strategy building service, including the generation of rule sheets and files, backtesting and the calculation of scores	Identity, Contact, Profile, Content, Usage, Technical	Performance of a contract; legitimate interests in operating and improving the Services
To sell, grant, account for and consume Credit, and to issue invoices and refunds	Identity, Contact, Financial, Transaction	Performance of a contract; compliance with a legal obligation (accounting and tax)
To provide artificial-intelligence functions requested by the Subject and to respond to support enquiries	Content, Technical, Contact	Performance of a contract; legitimate interests in providing support

To operate the Strategy Library, to apply the qualification test and to display published strategies	Identity, Profile, Content, Usage	Performance of a contract; legitimate interests in operating the Services
To monitor and prevent misuse, to enforce the prohibited-input controls and to verify compliance with the Terms of Service	Identity, Technical, Usage, Content	Legitimate interests in the security, integrity and lawful operation of the Services; compliance with a legal obligation
To develop, test and evaluate the Service during the beta phase, including the review of prompts and outputs and the handling of feedback	Content, Usage, Technical, Contact	Legitimate interests in developing and securing the Services
To manage the relationship with the Subject, including notifying about changes to terms or to this Policy	Identity, Contact, Profile, Marketing and Communications	Performance of a contract; compliance with a legal obligation; legitimate interests in keeping records updated
To deliver relevant content and advertising and to measure its effectiveness	Identity, Contact, Profile, Usage, Marketing and Communications, Technical	Consent, where required; otherwise legitimate interests in developing the Services and growing the business
To administer and protect the business and the Website, including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data	Identity, Contact, Technical	Legitimate interests in running the business, providing administration and IT services, network security and preventing fraud; compliance with a legal obligation
To use data analytics to improve the Website, the Services, marketing and Subject relationships, including by means of session replays and heat maps (Microsoft Clarity)	Technical, Usage	Consent, in respect of session replays, heat maps and the cookies which support them; otherwise legitimate interests in defining types of Subject for the Services, keeping the Website updated and relevant, and developing the business

XIII. Marketing

The Company strives to provide the Subject with choices regarding certain uses of personal data, particularly around marketing and advertising. The Company may use Identity, Contact, Technical, Usage and Profile Data to form a view of what the Subject may want or need, or what may be of interest. The Company does not use Content Data, and in particular does not use the content of any strategy, for the purposes of marketing or advertising.

XIV. Promotional offers

The Subject may receive marketing communications from the Company if he or she has requested information from the Company, has registered an account, has joined a waiting list or beta programme, or has otherwise provided the Company with details in the course of registration, and has not opted out of receiving such communications. Where consent is required by applicable law, marketing communications are sent only on the basis of consent.

XV. Third-party marketing

The Company will obtain the Subject's express opt-in consent before it shares personal data with any third party for that third party's own marketing purposes, including with any broker.

XVI. Opting out

The Subject may ask the Company to stop sending marketing messages at any time by following the opt-out links in any marketing message or by contacting the Company at the e-mail address stated in Article II. Opting out of marketing does not affect processing carried out on any other lawful basis.

XVII. Cookies

The Website uses cookies and similar technologies. Detailed information, including the list of cookies used, their purpose and their duration, is set out in the Cookies Policy available on the Website [link]. Cookies which are not strictly necessary for the operation of the Website are placed only with the Subject's consent, which may be withdrawn at any time through the cookie settings on the Website.

XVIII. Change of purpose

The Company will use the Subject's personal data only for the purposes for which it was collected, unless it reasonably considers that it needs to use it for another reason and that reason is compatible with the original purpose. Where the Company needs to use personal data for an unrelated purpose, it will notify the Subject and explain the legal basis which permits it to do so.

XIX. Disclosure of the subject's personal data to third parties

The Company may share the Subject's personal data with the following categories of recipients:

- hosting, infrastructure and cloud providers;
- authentication providers;
- payment providers and payment service providers processing purchases of Credit;
- artificial-intelligence model providers, as described in Article VIII;
- market data providers, in respect of technical and usage data only;
- analytics, session-replay and heat-map (Microsoft Clarity, as described in Article XXI), marketing automation, CRM and community platform providers;
- brokers, only where the Subject has requested it or has consented to it, and only to the extent necessary for the purpose requested;
- other companies within the same group of companies;
- professional advisers, including lawyers, auditors and insurers;
- public authorities, regulators and courts, where required by law.

The Company requires all third parties to respect the security of personal data and to treat it in accordance with the law. The Company does not allow its third-party service providers to use personal data for their own purposes and permits them to process personal data only for specified purposes and in accordance with the Company's instructions.

XX. Data security

The Company has put in place appropriate technical and organisational measures to prevent personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. Access to personal data is limited to those employees, agents, contractors and other third parties who have a business need to know, and they are subject to a duty of confidentiality.
The Company has put in place procedures to deal with any suspected personal data breach and will notify the Subject and any applicable supervisory authority of a breach where legally required to do so. During the beta phase the Subject acknowledges that the Service is under development and that, notwithstanding those measures, it may contain defects; the Subject is asked to report any suspected vulnerability to the Company without undue delay and not to disclose it publicly.

XXI. Google reCAPTCHA and Microsoft Clarity

The Website may use the reCAPTCHA service provided by Google in order to distinguish human users from automated access and to protect the Website against abuse. This involves the transmission of the IP address and possibly other data required by Google for the reCAPTCHA service. The legal basis is the Company's legitimate interest in the security of the Website. Further information is available in Google's privacy policy and terms of use.

Microsoft Clarity. The Website and the application use Microsoft Clarity, a behavioural analytics service provided by Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland, and its affiliates (together "Microsoft"). Clarity records how visitors interact with the pages — clicks, scrolls, mouse movements, pages viewed and the time spent on them — and presents this to the Company as session replays and heat maps. The Company uses this information to understand how the Website and the Service are used, to find and correct usability problems and defects, and to improve them. For this purpose Clarity collects Technical Data (including a truncated IP address and device and browser information) and Usage Data, and sets first-party and third-party cookies and similar identifiers, which are listed in the Cookies Policy.

Masking and consent. Clarity is configured so that text typed into input fields is always masked, and so that prompts, rule sheets, strategies, backtest results and other Content Data displayed in the application are masked before any data leaves the Subject's browser; masked content is not transmitted to Microsoft. Clarity is activated, and its cookies are placed, only after the Subject has given consent through the cookie settings on the Website. The legal basis of this processing is the Subject's consent, which may be withdrawn at any time through the cookie settings; withdrawal does not affect the lawfulness of processing carried out before it.

Microsoft's role, transfers and retention. Microsoft processes Clarity data on the Company's behalf in order to provide the service and, in addition, for its own purposes, including the improvement of its products and services and its own advertising-related purposes, in respect of which Microsoft acts as an independent controller; those purposes are described in the Microsoft Privacy Statement at https://www.microsoft.com/privacy/privacystatement. Clarity data is stored in Microsoft Azure data centres and may be transferred to Microsoft Corporation in the United States under the Standard Contractual Clauses adopted by the European Commission and the EU-US Data Privacy Framework. Microsoft retains individual session recordings for thirty (30) days and aggregated heat-map data for up to nine (9) months. On the Website, the Company does not use Clarity to identify any Subject personally. In the application, a random session identifier together with the Subject's pseudonymous account identifier (never the Subject's name or e-mail address) is passed to Clarity, so that a recording can be linked to the Subject's account where this is necessary to investigate a defect or an error reported by the Subject; this linking is covered by the same consent and ceases when the consent is withdrawn. The Company does not combine Clarity data with the Subject's prompts or strategies.

XXII. International transfers

Some of the Company's external third parties are based outside the European Economic Area, so their processing of personal data may involve a transfer of data outside the EEA. This is in particular the case in respect of artificial-intelligence model providers and of certain infrastructure and analytics providers. Where the Company transfers personal data outside the EEA, it ensures a similar degree of protection by implementing at least one of the following safeguards: transfer to a country which has been deemed by the European Commission to provide an adequate level of protection; use of standard contractual clauses approved by the European Commission, together with any supplementary measures identified as necessary; or reliance on a specific derogation permitted by applicable law. The Subject may request a copy of the relevant safeguards by contacting the Company.

XXIII. Automated decision-making and profiling

The Company does not take decisions based solely on automated processing, including profiling, which produce legal effects concerning the Subject or which similarly significantly affect the Subject. Where the Company carries out profiling for the purposes of marketing or of improving the Services, the Subject has the right to object to such processing at any time.

XXIV. Personal data breaches

In the event of a personal data breach, the Company will notify the competent supervisory authority without undue delay and, where feasible, not later than seventy-two (72) hours after having become aware of it, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the breach is likely to result in a high risk to the rights and freedoms of natural persons, the Company will also notify the affected Subjects without undue delay.

XXV. Data retention

The Company will retain personal data only for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting or reporting requirements. In determining the appropriate retention period the Company considers the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure, the purposes of processing, whether those purposes can be achieved by other means, and the applicable legal requirements.
By way of guidance: registration and account data are retained for the duration of the account and for three (3) years following its closure; purchase, payment and invoicing data are retained for ten (10) years as required by accounting and tax legislation; marketing consents and opt-outs are retained for the duration of the consent and for three (3) years thereafter; server logs and technical data are retained for twelve (12) months; records of refused inputs and of suspected misuse are retained for three (3) years; and Content Data is retained for the duration of the account unless deleted earlier by the Subject. Where a longer retention period is required by law or is necessary for the establishment, exercise or defence of legal claims, the data is retained for that period. During the beta phase, data may be deleted earlier, as described in Article VII.
Account deletion. The Subject may request deletion of the account and the related personal data by e-mail to the contact address stated in Article II. The Company verifies identity, typically by a confirmation link sent to the registered e-mail address, and completes the deletion within thirty (30) days of verification, save in respect of data which the Company is required to retain by law. A strategy which the Subject has published in the Strategy Library is withdrawn upon deletion of the account unless the Subject has agreed otherwise.

XXVI. Legal rights of the subjects

Under data protection law the Subject has the following rights in relation to his or her personal data:

- **Right of access** – to request a copy of the personal data the Company holds about the Subject.
- **Right to rectification** – to request correction of incomplete or inaccurate data.
- **Right to erasure** – to request deletion of personal data where there is no good reason for the Company to continue processing it.
- **Right to object** – to object to processing based on legitimate interests, and to object at any time to processing for direct marketing purposes.
- **Right to restriction** – to request the suspension of processing in defined circumstances.
- **Right to data portability** – to receive personal data provided by the Subject in a structured, commonly used, machine-readable format, or to have it transmitted to another controller.
- **Right to withdraw consent** – to withdraw consent at any time where processing is based on consent, without affecting the lawfulness of processing carried out before the withdrawal.

To exercise any of these rights the Subject may contact the Company at the e-mail address stated in Article II.
No fee usually required. The Subject will not have to pay a fee to access personal data or to exercise any of the other rights. The Company may charge a reasonable fee, or refuse to comply, where a request is manifestly unfounded or excessive, in particular because of its repetitive character.
What the Company may need. The Company may need to request specific information in order to confirm the Subject's identity and to ensure the right to access personal data, or to exercise any other right, is not exercised by a person who has no right to do so. The Company may also contact the Subject for further information in relation to the request in order to speed up the response.
Time limit to respond. The Company tries to respond to all legitimate requests within one (1) month. Occasionally it may take longer if the request is particularly complex or a number of requests have been made, in which case the Company will notify the Subject and keep him or her updated.

XXVII. Children's privacy

The Services are not directed at persons below 18 years of age and the Company does not knowingly collect personal data from such persons. Should the Company become aware that it has collected personal data from a person below 18 years of age, it will delete that data without undue delay.

XXVIII. Right to lodge a complaint with a supervisory authority

The Subject has the right to lodge a complaint at any time with the Office for Personal Data Protection (Úřad pro ochranu osobních údajů), Pplk. Sochora 27, 170 00 Prague 7, Czech Republic, www.uoou.gov.cz. The Company would, however, appreciate the opportunity to deal with the Subject's concerns before the Subject approaches the supervisory authority, and asks the Subject to contact it in the first instance. A Subject resident in another Member State of the European Union may also lodge a complaint with the supervisory authority of that Member State.

XXIX. Changes to this policy and effective date

The Company may amend this Policy from time to time, in particular where the Services change, where the beta phase concludes, where the Company begins to make available a facility connected with a broker, where the categories of recipients change, or where required by law. The Company will publish the amended Policy on the Website and, where the amendment is material, will notify the Subject by e-mail or by notification within the Service in advance of it taking effect.
This Policy comes into force and effect on the 17th September 2026. Version 1.0.