

# **PRIVACY POLICY**

## **Wall Street Forex Application**

*Last updated on {date of 2/04/2021}*

### **PREAMBLE**

This Privacy Policy informs you about how Wall Street Forex uses and protects personal data provided when using the Application.

Please note that this privacy policy may be modified or supplemented by Wall Street Forex at any time, including to comply with any legal or technological developments. In such a case, the date of the update will be clearly identified at the top of this policy. These changes are binding on you as soon as they are posted on this Application. You should therefore regularly consult this privacy policy in order to be aware of any such changes.

### **ARTICLE 1. PARTIES**

This Privacy Policy is applicable between Wall Street Forex, a company incorporated in the United States, hereinafter "**Wall Street Forex**", and any person using the Application, hereinafter "**User**".

### **ARTICLE 2. DEFINITIONS**

**"Device"** : mobile device, such as a tablet and smartphone, that enables the use of the Application.

**"Application"**: "Wall Street Forex" software published by Wall Street Forex available for download from the Store and usable on Devices.

**"Content of the Application"**: elements of any kind published on the Application, whether protected by intellectual property rights, such as texts, images, designs, presentations, videos, diagrams, structures, databases or software.

**"Store"**: platforms, notably published by Apple or Google, allowing publishers to make their applications available to the public online and Users to download them.

**"User"**: any person, natural or legal, private, or public, downloading the Application.

### **ARTICLE 3. SCOPE OF APPLICATION**

This Privacy Policy is applicable to all Users. By simply informing you of the existence of this Privacy Policy when using the Application, you acknowledge that you have fully read and accepted it without restriction.

The User acknowledges the value of evidence of Wall Street Forex's automatic recording systems and, unless he/she provides proof to the contrary, waives the right to contest them in the event of a dispute.

Acceptance of this Privacy Policy assumes that Users have the legal capacity to do so or are at least 16 years old, or if not, that they have the authorization of a guardian or curator if they are incapable, or of their legal representative if they are under 16 years old, or that they have a mandate if they are acting on behalf of a legal entity.

### **ARTICLE 4. PERSONAL DATA**

In accordance with the General Data Protection Regulation (GDPR) adopted by the European Parliament on April 14, 2016 and applicable national legislation, Wall Street Forex provides you with the following information:

#### **4.1 Identity of the data controllers**

The person responsible for the collection and processing of data is Wall Street Forex, a company incorporated in the United States, whose registered office is located at 20803 Bisca Yne Bl Vd STE 440 Aventura 33180 – United States, operating under the number L210009251, wallstreetforexsignal@gmail.com

#### **4.1 Identity of the Data Protection Officer (DPO)**

The identity of the Data Protection Officer is the law firm Deshoulières Avocats Associés, 121 boulevard de Sébastopol 75002 Paris, tél. : +33.1.77.62.82.03, [rgpd@deshoulieres-avocats.com](mailto:rgpd@deshoulieres-avocats.com), [www.deshoulieres-avocats.com](http://www.deshoulieres-avocats.com).

#### **4.2 Data collection by Wall Street Forex**

##### **4.3.1 Data collected**

##### ***4.3.1.2 Data collected during the use of the Application***

Upon registration and use of the Application, Wall Street Forex collects the following personal data about the User:

- Name ;
- First name ;
- Email address\*;
- Data related to the use of the Application\*.

The data preceded by an asterisk is mandatory for the registration and use of the Application. If you refuse to provide this data, you will not be able to use the Wall Street Forex Application through this channel.

##### ***4.3.1.3 Data collected when using the contact form***

The use of the contact form by the User implies the collection by Wall Street Forex of the following personal data:

- Name ;
- First name ;
- Email address\*.

The data preceded by an asterisk is mandatory for the use of the contact form. If you refuse to provide this data, you will not be able to contact Wall Street Forex through this channel.

##### ***4.3.1.4 Data collected when subscribing to the Newsletter***

When registering for the Newsletter, Wall Street Forex collects the following personal data about the User:

- Email address\*.

The data preceded by an asterisk is mandatory for the registration to the newsletter. If you refuse to provide this data, you will not be able to subscribe to Wall Street Forex through this channel.

#### **4.3.2 Purposes of the collection of personal data**

The data collected by Wall Street Forex when using the Application is subject to automated processing for the following purposes:

- Enable Wall Street Forex to perform its contractual obligations, including making the Application available ;
- Allow Wall Street Forex to manage their services ;
- Secure and update computer systems ;
- If necessary, initiate legal proceedings ;
- Verify the identity of the persons concerned ;
- Enforce the Terms of Service.

The data collected during the use of the contact form are subject to automated processing for the following purposes :

- Provide a detailed response to the User ;
- Send information and contact the User ;
- Enforce the terms and conditions of use of the Application.

The data collected during the registration to the Newsletter are the object of an automated treatment having for finality of :

- Proceed to the registration of the User ;
- Fulfill their contractual commitments ;
- Follow up on the relationship with the User ;
- Verify the identity of the User ;
- Develop, operate, enhance, provide and manage the Application ;
- Send information about the Application and contact the User, including by e-mail, telephone ;
- Enforce the terms and conditions of use of the Application.

#### **4.3.3 Legal basis of the processing**

The data collected during registration and use of the Application is based on the legitimate interest of Wall Street Forex.

The data collected when using the contact form and registering for the newsletter is based on the consent of the persons concerned.

#### **4.3.4 Recipients of the data**

The data collected is only accessible by those persons expressly authorized within Wall Street Forex and is never made freely viewable by any third party.

#### **4.3.5 Length of retention of personal data**

The personal data collected are kept for a period not exceeding the duration of the subscription.

At the end of each of these periods, Wall Street Forex will archive this data and keep it for the time during which it may be held liable.

After this retention period, Wall Street Forex will permanently delete the data of the individuals concerned.

#### **4.3.6 Security and confidentiality of personal data**

Personal data is kept in secure conditions, according to current technical means, in compliance with the provisions of the General Data Protection Regulation and the national legislation in force.

#### **4.3.7 Minimization of personal data**

Wall Street Forex will only collect and process data that is strictly necessary for its business and will delete any data that is not useful as soon as possible.

### **4.3 Respect for rights**

You have the following rights with respect to your personal data, which you may exercise by writing to us at Wall Street Forex's postal address or by sending an email to one of the following addresses: [wallstreetforexsignal@gmail.com](mailto:wallstreetforexsignal@gmail.com).

#### **4.3.1 Right to information, access and communication of data**

You have the possibility to access your personal data.

Because of the obligation of security and confidentiality in the processing of personal data that is incumbent on Wall Street Forex, your request will only be processed if you provide proof of your identity, in particular by producing a scan of your valid identity document (in the case of an email request) or a signed photocopy of your valid identity document (in the case of a written request), both of which must be accompanied by the words "I certify on my honour that the copy of this identity document is in conformity with the original. Done at ... on ...", followed by your signature.

To help you in your approach, you will find [here](#) a model letter elaborated by the Cnil.

#### **4.3.2 Right to rectify, delete and forget data**

You have the right to request the correction, updating, blocking or deletion of your personal data which may be inaccurate, erroneous, incomplete or obsolete.

You may also set general and specific instructions regarding the disposition of personal data after your death. In such cases, the heirs of a deceased person may request that the death of their loved one be taken into consideration and/or that the necessary updates be made.

To help you in your approach, you will find [here](#) a model letter elaborated by the Cnil.

#### **4.3.3 Right to object to data processing**

You have the possibility to object to the processing of your personal data.

To do so, you should send an email to one of the following addresses: [wallstreetforexsignal@gmail.com](mailto:wallstreetforexsignal@gmail.com).

#### 4.3.4 Right to data portability

You have the right to receive the personal data you have provided to us in a transferable, open and readable format.

#### 4.3.5 Right to limit processing

You have the right to request that the processing of your personal data by Wall Street Forex be restricted. In this way, your data will only be retained and not used by Wall Street Forex.

#### 4.3.6 Withdrawal of consent

Your consent is required for Wall Street Forex to process your data. However, you may withdraw your consent at any time. Such withdrawal will result in the deletion of your personal data.

However, services that require Wall Street Forex to process your data will no longer be available.

#### 4.3.7 Response times

Each Party undertakes to respond to your request for access, rectification or opposition or any other additional request for information within a reasonable period of time, which may not exceed one month from the date of receipt of your request.

#### 4.3.8 Complaint to the competent authority

If you feel that Wall Street Forex is not complying with its obligations with respect to your personal information, you may file a complaint or request with the appropriate authority. In France, the competent authority is the Cnil to which you can send a request [here](#).

### 4.4 **Transfer of collected data**

#### 4.4.1 Transfer to partners

Wall Street Forex informs you that it has recourse to authorized service providers to facilitate the collection and processing of the data you have communicated to us. These service providers may be located outside of the European Union and may have access to the data collected on the Application.

Wall Street Forex has previously ensured that its service providers have implemented adequate safeguards and comply with strict conditions regarding confidentiality, use and protection of data.

The User consents to the data collected being transmitted by Wall Street Forex to its partners and being processed by these partners in the context of third party services, namely:

<b>Directory of subcontractors</b>			
<b>Partner</b>	<b>Country of destination</b>	<b>Treatment performed</b>	<b>Guarantees</b>
OVH	France	Data hosting.	<a href="https://www.ovh.com/fr/protection-donnees-personnelles/">https://www.ovh.com/fr/protection-donnees-personnelles/</a>

Google Analytics	USA	Behavioral analysis and statistics development.	Standard contractual clause ( <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a> )
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#### 4.4.2 **Transfer by requisition or court order**

The User also consents to Wall Street Forex disclosing the collected data to any person, upon request of a state authority or court order.

#### 4.4.3 **Transfer in connection with a merger or acquisition**

If Wall Street Forex is involved in a merger, sale of assets, financing transaction, liquidation, or bankruptcy or in an acquisition of all or part of its business by another company, User agrees that the data collected will be transferred by the relevant Wall Street Forex to that company and that company will carry out the personal data processing referred to in this Privacy Policy on behalf of Wall Street Forex.

### 5. **FINAL STIPULATIONS**

#### 5.1 **Modifications**

This Privacy Policy may be modified at any time by Wall Street Forex. The terms applicable to User are those in effect at the time User uses the Application. Any material changes to this Privacy Policy will be posted the next time User logs into the Application.

#### 5.2 **Entirely**

The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement or the Agreement as a whole, which shall remain in full force and effect. In such event, Wall Street Forex shall, to the extent possible, replace the invalidated provision with a valid provision consistent with the spirit and intent hereof.

#### 5.3 **Non-waiver**

The failure of Wall Street Forex to exercise its rights hereunder shall not be construed as a waiver of such rights.

#### 5.4 **Languages**

This Policy is offered in English.

#### 5.5 **Abusive clauses**

The stipulations of the present conditions apply subject to compliance with the mandatory provisions of the Consumer Code concerning unfair terms in contracts concluded between a professional and a consumer.

### 5. **LITIGATION**

#### 6.1 **Applicable law**

This Privacy Policy is subject to the application of French law and European regulations, in particular the European Data Protection Regulation.

## **6.2 Litigation**

In accordance with the order n°2015-1033 of August 20, 2015, all disputes that could arise in the context of the execution of these general conditions and whose solution could not be found beforehand amicably between Wall Street Forex shall be submitted to Medicys.

## **6.3 Arbitration**

Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the FastArbitration Rules of the Digital Arbitration and Mediation Institute.