

Well, hello! This Policy was designed to explain how we use, collect, protect and disclose your information. This policy applies to information we collect when you use our website and applications. We ask you to keep an eye out for updates to this policy so that you are best informed about all the ways you can protect your data.

Customer personal data processing and Privacy policy

1. General provisions

- 1.1.** These principles will be adjusted when processing any Customers Data.
- 1.2.** GFC and processors authorized by GFC are responsible for Customer Data.
- 1.3.** GFC will process all Customer Data gained during the business relationship in accordance to the purpose of the processing of Customer Data.
- 1.4.** Customer Data processing at GFC will be taking place according to the personal data protection act, payment institutions and e-money institutions act, money laundering and terrorist financing prevention act, other appropriate acts and the principles set here.
- 1.5.** GFC will limit Customer Data processing to what is necessary to keep their contracts, offer the best service possible for the customers and to reach the purpose of processing Customer Data.
- 1.6.** By stepping into a Customer relationship with GFC or by expressing volition to step into a Customer relationship, the Customer gives GFC approval for processing the Customer Data in accordance to the principles provided here.

2. Personal data processing

GFC process all Customer Data obtained on the Customer in the course of the Customer Relationship. The main categories of Customer Data processed are the following:

- 2.1.** Customer's personal data (including name, personal identification code, date of birth, place of birth, identity document data, residence, tax residence and citizenship, language of communication, etc.), including data on the Customer's field of activity (including level of education, educational institution, profession, job position, etc.);
- 2.2.** Customer's contact data (including address, telephone number, fax number, e-mail address, etc.);
- 2.3.** data on the transactions and contracts concluded by the Customer (including transactions concluded, contracts entered into and/or expired, applications and petitions submitted, interest paid and received, service fees, breach of contract, etc.);

2.4. Customer's financial data (including income, assets, liabilities, payment behavior, related parties, etc.);

2.5. data on the origin of the Customer's assets (including data on the employer, transaction partners, commercial activities, beneficial owners, etc.);

2.6. data on the Customer's expertise and previous experience gained on the financial market;

2.7. data on the Customer's reliability (e.g. data on payment behavior, damage caused to GFC or third parties, involvement in money laundering, terrorist financing or organized crime);

2.8. data obtained in the course of performance of obligations imposed by law (e.g. data on inquiries made by investigation authorities, notaries, tax authority, court, bailiffs, etc.);

2.9. data on the Customer's habits, preferences and satisfaction (e.g. data on the frequency of use of the Services, the range of Services used, complaints filed, etc.);

2.10. data on the Customer segment (e.g. age group, etc.);

2.11. data on participation in consumer games and campaigns;

2.12. data on GFC website sections visited by the Customer;

2.13. credit and debit card information;

2.14. payment details;

2.15. Client's IBANs and other bank and payment account related details (incl. balance, logs, transactions);

2.16. Client's device-ID, IP-address.

3. The purposes of processing Client's personal data

GFC process Client's personal data described in Section 2 for the following purposes:

- to process Client's payment and service requests and transactions either on GFC own or together with partners of GFC;
- to protect against and prevent fraud and unauthorized transactions either on GFC own or together with partners of GFC;
- to create and manage Client's account either on GFC own or together with partners of GFC;
- to offer Client new services either on GFC own or together with other financial institutions or partners;
- to issue payment instruments;
- to analyze the use of GFC or its partner services and make improvements thereof;
- to administer GFC's website and mobile applications;

- to comply with the regulatory requirements and requests of the supervisory and law enforcement authorities;
- to respond to Client's or GFC partner inquiries;
- to comply with industry standards and policies;
- to provide information about Client and Client's transactions and use of services to partners of GFC (e.g. for loyalty programs).

4. Sharing and storing personal data

GFC may share Client's personal data with selected financial institutions and business partners for the purposes set out in Section 3.

If required under applicable law, GFC will share Client's personal data with law enforcement agencies.

The full list of persons with whom GFC share Client's personal data and who process Client's personal data on GFC behalf is accessible on GFC website.

GFC will not store Client's personal data outside the European Economic Area.

GFC have taken appropriate technical, physical and organisational security measures against the loss and unlawful processing of Clients personal data.

5. Cookies

GFC use cookies on GFC website. Cookie is a small text file, which is placed automatically on Client's device by the Internet browser. Cookies are used to assist in collecting information associated with Client's use of the website in order to personalise Client's use of GFC website.

GFC uses the following cookies:

- session cookies for the purpose of enabling the use of GFC service;
- permanent cookies for the purpose of remembering Client's choices on GFC website;
- first and/or third party (advertising) cookies for the purpose of showing Client relevant advertising and offers;
- third party analytics cookies for the purpose of optimising marketing communication.

Client may disable cookies being stored on Client's device by changing Client's browser settings. However, as a result, GFC website may not function properly and/or some features may not be available to Client in that case.

6. Client's rights

Client has the right to access Client's personal data processed by GFC and the right to demand the correction of inaccurate personal data.

If Client has any questions regarding exercising its rights or is of the opinion that GFC has breached its rights while processing its personal data, it should contact GFC at support@gfc.ee.

If the solution GFC provided is dissatisfying, Client have the right of recourse to the Data Protection Inspectorate of the Republic of Estonia (Andmekaitse Inspektsioon) and / or the court.

7. Additional clauses

GFC may unilaterally change this Policy. The latest version of this Policy is always posted on GFC website.

GFC website may contain links to other websites owned and operated by third parties or GFC partners. These websites are out of GFC control and GFC is not responsible for the content of those websites or any hyperlink contained in those websites.

GFC website may contain third party advertisements. GFC exclude any liability regarding the interaction between Client and these advertisement providers.

This Policy is governed by the laws of Republic of Estonia. Any dispute or claim arising out of this Policy will subjected to the Harju County Court in Tallinn, Estonia as the court of first instance.