

[Privacy Policy](#)

Amari Capital



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01. INTRODUCTION

- 1.1 This Privacy Policy outlines the principles and practices adopted by Amari Capital ("Company," "we," "our," or "us") regarding the collection, use, disclosure, storage, and protection of personal information of its clients and website visitors. As the Company provides services of trading in financial instruments, including but not limited to spot foreign exchange ("Forex"), cryptocurrencies, commodities, stocks, indices, and contracts for difference ("CFDs"), Amari Capital recognizes the importance of safeguarding sensitive personal and financial data, and ensuring transparency in how such information is handled.
- 1.2 The policy has been crafted in compliance with leading international data protection laws, and other applicable regional frameworks. By using our services, registering for an account, accessing our trading platform, or interacting with our representatives, you acknowledge and agree to the practices described in this Privacy Policy.
- 1.3 We are committed to maintaining the confidentiality of your information and ensuring that your data is processed in a lawful, fair, and transparent manner.

02. DEFINITIONS

Unless the context otherwise requires, capitalised terms used in this Policy shall have the meanings ascribed to them below:

- (a) **"Personal Data"** means any information relating to an identified or identifiable natural person, including, but not limited to, names, identification numbers, location data, online identifiers, or factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- (b) **"Processing"** means any operation or set of operations performed on Personal Data, whether or not by automated means, including, but not limited to, collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- (c) **"Controller"** means the natural or legal person which, alone or jointly with others, determines the purposes and means of Processing Personal Data. For the purposes of this Policy, the Company acts as a Controller.
- (d) **"Processor"** means a natural or legal person that Processes Personal Data on behalf of the Controller.
- (e) **"Third Party"** means any natural or legal person other than the Client, the Controller, or the Processor who, under the direct authority of the Controller or Processor, is authorised to Process Personal Data.

03. SCOPE OF APPLICATION

This Policy applies to all Personal Data that the Company Processes in its capacity as Controller, whether such Processing occurs electronically, on paper, or by any other means. The Policy applies to Processing performed directly by the Company and to Processing that the Company directs a Processor or other Third Party to undertake on its behalf.

04. TYPES OF DATA COLLECTED AND PROCESSED

The categories of Personal Data that the Company may collect and Process include, but are not limited to, the following:

- (a) **Identification and Verification Data.** Full legal name; gender; date and place of birth; nationality or citizenship status; specimen signature; live-capture photographs or videos; government-issued identification numbers (e.g., passport, Aadhaar, PAN, Emirates ID, driver's licence); and evidence of residential address (e.g., utility bill, bank statement, tenancy agreement).
- (b) **Financial and Transactional Data.** Bank-account identifiers, international bank-account numbers (IBANs), SWIFT/BIC codes, credit- or debit-card numbers, e-wallet addresses, crypto-asset wallet addresses, tax-identification numbers, declared source of funds and wealth, occupation and employer details, annual income band, estimated net worth, deposit and withdrawal records, trading-account balances, positions, margin utilisation, and order/execution history.
- (c) **Professional and Employment Data.** Curriculum vitae particulars, industry sector, job title, years of professional experience, regulatory licences held, politically exposed person ("PEP") status, and affiliations with publicly listed or state-owned entities.
- (d) **Technical, Device, and Location Data.** Internet Protocol (IP) addresses, MAC addresses, browser type and version, operating-system details, time-zone settings, language preferences, device identifiers, keystroke logs, clickstream data, login timestamps, session durations, geolocation coordinates, and metadata collected via cookies, pixels, or similar tracking technologies.
- (e) **Communications and Interaction Data.** Records and transcripts of telephone conversations (including those on recorded dealer lines), e-mails, chat messages, support tickets, screen-sharing sessions, social-media interactions, and any audio, video, or text communications between the Client and the Company.
- (f) **Behavioural and Platform Usage Data.** Page-visit metrics, navigation paths, heat-map analytics, preferred trading-instrument classes, leverage ratios, holding periods, stop-loss and take-profit settings, algorithmic-trading parameters, and responses to marketing campaigns or platform notifications.

05. METHODS OF DATA COLLECTION

The Company collects Personal Data by a variety of lawful and transparent means, including, without limitation:

- (a) **Direct Provision by the Client.** Personal Data that you knowingly and voluntarily provide to the Company—whether through completion of electronic or paper-based application forms, submission of KYC/AML documentation, participation in surveys, or disclosure during telephone calls or live-chat sessions.
- (b) **Automated Collection via the Platforms.** Personal Data that is automatically harvested through technical means when you access the Platforms, such as cookies, web beacons, local-storage objects, server logs, and third-party analytics tools that track user interactions.
- (c) **Publicly Available Sources.** Personal Data obtained from open-source intelligence ("OSINT") including government registries, sanctions lists, company registers, public social-media profiles, court filings, and other public records.
- (d) **Third-Party Service Providers.** Personal Data received from credit-reference agencies, identity-verification vendors, payment processors, liquidity providers, trading-signal partners, and marketing affiliates, all of whom are contractually bound to supply information in accordance with Applicable Laws.

- (e) **Affiliates and Group Companies.** Personal Data shared within the Amari Capital group of companies to facilitate consolidated reporting, group-wide risk management, and the consistent provision of Services.

All collection methods employed by the Company are subject to appropriate security, access-control, and data-minimisation safeguards.

06. PURPOSES OF DATA PROCESSING

The Company Processes Personal Data solely for specified, explicit, and legitimate purposes, and does not further Process such data in a manner that is incompatible with those purposes. These purposes include, but are not limited to, the following:

- (a) **Onboarding and Account Creation.** Verifying identity, conducting due-diligence screenings, assessing suitability and appropriateness, and establishing Client records.
- (b) **Contractual Performance.** Operating trading accounts, executing transactions, recording orders, settling payments, issuing statements, and administering ancillary services such as corporate-actions processing, margin financing, or copy trading.
- (c) **Regulatory Compliance.** Fulfilling obligations under KYC, AML, CTF, financial-crime, and sanctions regulations; filing suspicious-transaction reports; and responding to lawful requests from supervisory authorities or law-enforcement agencies.
- (d) **Risk Management and Fraud Prevention.** Monitoring transactions to detect anomalous patterns, enforcing leverage and margin requirements, managing market-risk exposures, and preventing identity theft, account takeover, or other fraudulent conduct.
- (e) **Client Communications.** Delivering mandatory service announcements, contractual notices, trade confirmations, margin calls, product-change notifications, policy updates, and responses to Client inquiries or complaints.
- (f) **Business Development and Marketing.** With the Client's explicit consent (where required), sending promotional materials, newsletters, market analyses, invitations to webinars or events, and personalised offers based on trading behaviour or expressed interests.
- (g) **Platform Optimisation and Product Improvement.** Analysing aggregated usage statistics, troubleshooting performance issues, conducting user-experience ("UX") research, testing new features, and refining algorithms to enhance the stability, security, and functionality of the Platforms.
- (h) **Legal Defence and Enforcement of Rights.** Establishing, exercising, or defending legal claims; enforcing contractual rights and debt-collection actions; and cooperating with dispute-resolution forums, including arbitration tribunals and courts of competent jurisdiction.

07. LEGAL BASIS FOR PROCESSING

Under the applicable Laws, the Company relies on one or more of the following legal bases to Process Personal Data:

- (a) **Performance of a Contract.** Processing is necessary in order to enter into or perform the Client Agreement or any other contract to which the data subject is a party.
- (b) **Compliance with a Legal Obligation.** Processing is necessary for compliance with a legal or regulatory obligation to which the Company is subject (e.g., AML statutes, tax-reporting rules).
- (c) **Legitimate Interests.** Processing is necessary for the purposes of the legitimate interests pursued by the Company—such as fraud prevention, network and information-security, or direct marketing—except where such interests are overridden by the fundamental rights and freedoms of the data subject.
- (d) **Consent.** Where required by law (e.g., for certain marketing initiatives or the Processing of special categories of Personal Data), the Company will obtain the Client's prior, explicit, and informed consent. Clients may withdraw consent at any time, without affecting the lawfulness of Processing carried out prior to such withdrawal.
- (e) **Protection of Vital Interests or Public Interest.** In rare circumstances, Processing may be necessary to protect the vital interests of the data subject or another natural person, or to perform a task carried out in the public interest.

08. DATA SHARING AND DISCLOSURE

The Company does not sell or lease Personal Data to unaffiliated Third Parties. Personal Data may, however, be disclosed or made available to the following categories of recipients, strictly on a need-to-know basis and subject to appropriate confidentiality undertakings:

- (a) **Regulatory, Supervisory, and Tax Authorities.** Bodies such as financial-services regulators, securities commissions, central banks, financial-intelligence units, and tax authorities that have lawful entitlement to such data.
- (b) **Group Companies and Affiliates.** Subsidiaries, holding companies, and other entities within the Amari Capital corporate group, primarily for consolidated risk management, internal audit, and unified customer experience.
- (c) **Professional Advisors.** External auditors, law firms, consulting agencies, and other professional advisors engaged to provide services to the Company, subject to strict confidentiality obligations.
- (d) **Service Providers and Processors.** Vendors that provide KYC verification, cloud hosting, cybersecurity, payment processing, liquidity provision, customer-relationship management ("CRM"), or other operational support services, each bound by data-processing agreements incorporating standard contractual clauses or equivalent safeguards.
- (e) **Counterparties and Liquidity Providers.** Banks, prime brokers, clearing institutions, and liquidity venues that require limited Personal Data for trade execution, settlement, or credit-risk assessment.
- (f) **Dispute-Resolution Forums.** Courts, tribunals, arbitral institutions, or alternative dispute-resolution bodies when disclosure is necessary for the establishment, exercise, or defence of legal claims.
- (g) **Prospective Buyers or Transferees.** In connection with corporate transactions such as mergers, acquisitions, joint ventures, or asset transfers, subject to continued commitment to honouring the protections outlined in this Policy.

In each instance, the Company ensures that the recipient Processes the Personal Data only for the specified purpose and in accordance with the Applicable Laws. The Client waives claims arising from data sharing for purposes outlined in this Policy, AML/CTF Policy, or Client Referral Policy.

09. INTERNATIONAL DATA TRANSFERS

- 9.1 We operate all over the world, and therefore we may transfer your data to our counterparties (partners, affiliates, etc.) in different countries, including those which are located outside the country in which you are based. We take all necessary steps, including those imposed on us by applicable law, to ensure an adequate level of Personal Data protection in each case. However, we would like you to consider that the countries to which we transfer your data may not have the same data protection laws as your jurisdiction.
- 9.2 To facilitate our global operations, the Company may transfer, store, and process your operations with our partners and service providers based outside of the country in which you are based. Laws in those countries may differ from the laws applicable to your country of residence. Where we transfer, store, and process your Personal Data outside of the country where you are based, we will ensure that the appropriate safeguards are in place to ensure an adequate level of protection.

10. DATA RETENTION POLICY

- 10.1 We will keep your personal data for as long as we have a business relationship with you (as an individual or in respect of our dealings with a legal entity you are authorized to represent or are beneficial owner). Once our business relationship with you has ended, we may keep your data for a minimum of 7 years or up to 10 years as required by law or technical reasons, consistent with the AML/CTF Policy (Clause 13) and Client Categorization Policy (Clause 5).
- 10.2 For prospective client personal data (or authorized representatives/agents or beneficial owners of a legal entity prospective client), we shall keep your personal data for 6 months from the date of notification of the rejection of your application for our services and/or facilities or from the date of withdrawal of such application.

11. SECURITY MEASURES

- 11.1 The company works to maintain the accuracy of your personal data and takes security measures to protect it.
- 11.2 We take precautions to guard against loss, destruction, falsification, manipulation, and unauthorized access or disclosure of the client's personal data. To do this, we have created and will continue to implement security protocols that protect personal information against theft, loss, copying, and unauthorized use, disclosure, and/or alteration.
- 11.3 The only people having access to personal data are approved service providers and firm personnel who need it to do their jobs.
- 11.4 While we will make every effort to protect the client's information, the client understands that using the Internet is not completely safe, so we are unable to offer any assurances regarding the security or integrity of any personal data sent to or from the client via the Internet.
- 11.5 In the event of a data breach or cyber incident, the Company shall notify affected Clients and the relevant Data Protection Authority within 72 hours of becoming aware of the breach, subject to jurisdictional obligations. The Company shall also document the nature of the breach, categories of affected data, and steps taken to mitigate harm.

12. YOUR RIGHTS

Subject to certain limitations and exceptions under the Applicable Laws, you, as a data subject, are entitled to exercise the following rights:

- (a) **Right of Access.** Obtain confirmation as to whether or not Personal Data concerning you is being Processed, and, where that is the case, access to such data and supplementary information.
- (b) **Right to Rectification.** Request correction of inaccurate Personal Data or completion of incomplete Personal Data.
- (c) **Right to Erasure ("Right to Be Forgotten").** Request deletion of Personal Data where there is no compelling reason for its continued Processing, subject to legal retention obligations.
- (d) **Right to Restrict Processing.** Obtain restriction of Processing where the accuracy of the Personal Data is contested, Processing is unlawful, or the Company no longer requires the data for the original purpose.
- (e) **Right to Data Portability.** Receive a copy of the Personal Data you have provided to the Company in a structured, commonly used, and machine-readable format, and transmit that data to another Controller.
- (f) **Right to Object.** Object, on grounds relating to your particular situation, to Processing based on legitimate interests, including profiling. You may also object at any time to Processing for direct-marketing purposes.
- (g) **Rights in Relation to Automated Decision-Making and Profiling.** Not be subject to a decision based solely on automated Processing, including profiling, which produces legal or similarly significant effects.

13. COOKIES AND TRACKING

The Company's websites employ first-party and third-party cookies, pixels, and similar technologies (collectively, "Cookies") for purposes that include authenticating users, preventing fraudulent logins, remembering user preferences, analysing traffic patterns, and delivering targeted advertisements. A banner or pop-up window will appear upon your first visit, requesting your consent to the placement of non-essential Cookies. By continuing to use the site after receiving the Cookie notice, or by selecting the relevant consent option, you agree to the use of Cookies as described in the Cookie Policy available on our website. You may withdraw consent or disable the non-mandatory categories of Cookies through your browser settings; however, some core functionalities of the Platforms may become unavailable or degraded.

14. CHANGES TO THIS POLICY

We may revise this Privacy Policy from time to time to reflect updates in legal requirements, business practices, or technology. The revised version will be published with a new "Last Updated" date at the top. You may be asked to review and accept the updated Policy before continuing to use our website, platform, or services.

Significant changes may be posted on our website to ensure you remain informed. Your continued use of our services after such updates will constitute your acceptance of the revised Policy.

15. MISCELLANEOUS

- 15.1 If any provision of this Policy is found invalid or unenforceable, the remaining provisions remain in full force, and the Client Agreement (Clause 15) governs any conflict.
- 15.2 The Client waives claims arising from perceived inconsistencies or interactions between this Policy and other Company policies, including AML/CTF, Non-Trading Transaction, and Client Referral Policies.
- 15.3 This Policy is governed by the laws of Saint Lucia, per the Client Agreement (Clause 15).

16. CONTACT US

- (a) You can contact us at _____ for any general enquiries regarding this Policy.
- (b) Contact Details of DPO:

compliance@amaricapital.com
www.amaricapital.com

By engaging with or continuing to use the services of Amari Capital, the Client confirms that they have read, understood, and accepted the terms of this Policy, and that this Policy forms an integral part of their contractual relationship with Amari Capital under the Client Agreement.