



PLEXHUB Privacy Policy

Version 1.4

PLEXHUB Ltd. (**PLEXHUB** or **we** or **us** or **our**) recognises the need to protect the privacy of all the personal information we store about you (**you** or **the user**), collected at the time your account is setup or as you access and use our website, found at <https://plexhub.com> (**Website**), web-application and/or application programming interface (**API**), collectively referred to as the service (**Service**).

We have adopted this privacy policy (**Privacy Policy**), which, among other things, describes the type of information that will be collected and state what data may be considered personal, the purpose for its collection and your rights regarding the collected information. This Privacy Policy governs how we collect and use your personal information, whenever and however you use our Service. By accessing the Service, you are consenting to the collection and use of your information by PLEXHUB but only to the extent described herein. Should you wish to revoke your consent or exercise any of your rights, as specified under data protection laws, you may do so by contacting PLEXHUB (Section 11).

1. Protecting your information

As a data controller we are responsible for the information in our custody. Therefore, when we collect or use your information, we will utilise commercially reasonable safeguards to ensure its protection. It should be noted that no security procedure is currently 100% effective. Should any breach of your personal information occur, we will inform you as soon as reasonably possible, as required by law.

2. What data do we collect?

We collect information at the point at which your account is setup and at various points during your use of our Service. Depending on the purpose of its use (Section 2), the following information, grouped as indicated, may or may not be considered personal information (**Personal Information** or **Personal Data**):

2.1. Identity Information: To have an account with us, we require certain identifying information including your:

- 2.1.1. name;
- 2.1.2. work email address;
- 2.1.3. work telephone number;
- 2.1.4. the identity of the company you work for; and
- 2.1.5. whether or not you have a “**risk-taking role**”¹ or “**broking role**”² at your company.

2.2. Communication Preferences: Information about whether you wish to receive marketing material from us or price notifications, sent by brokers from our email servers.

2.3. Tracking Information: Information such as the length of time you have been logged in for, the frequency with which you log in and the pages and products you spend most time viewing.

2.4. Technical Information: This includes information such as your IP address, web browser type and version, operating system and the referring website.

2.5. Quote Data: This includes an archive or all quotes, indications of interest and any other messages that have been posted on the Service. These data are linked to one or more PLEXHUB accounts, for example, a quote will always be associated with at least two accounts: one identified as the initiating trader and the other, the broker

¹ A risk-taking role is one where the person can undertake actions to buy or sell commodity assets on behalf of their firm.

² A broking role is one where the person can act in a broking capacity for third parties to facilitate trading in commodity assets.



marketing the quote.

2.6. Audit Data: We will track and archive various actions instigated on the Service including but not limited to posting, amending and cancelling quotes. We collect data that includes the type of action, the date and time at which the action was taken and the identity of the account holder that initiated action.

3. How do we use your data?

Account Opening

To create an account on our system, we require your Identity Information. This is provided to us by the party requesting the account be setup. This requesting party will be an employee of a broking firm that uses our Service.

When requesting an account to be opened for a new user, the broker must:

- 3.1.** Identify the user and the company that employs the user;
- 3.2.** Warrant that a commercial relationship exists between the broking firm and the company; and
- 3.3.** Identify if the user has a risk-taking or broking role at their company.

They may request accounts to be opened for either:

- 3.4.** A user in a risk-taking role at a trading firm (a **Trader Account**);
- 3.5.** A user in a broking role at their broking firm (a **Broker Account**); or
- 3.6.** A user in neither a risk-taking nor broking role (a **Read-Only Account**).

The key difference between the accounts is whether they can be associated with quotes, trades and IOIs posted on the Service, collectively referred to as **Messages**. All Messages must be associated with a Broker Account. Quotes and Trades must be associated to one and two Trader Accounts, respectively. Read-Only Accounts at the time of posting, cannot be associated to any Message posted on the Service.

Another difference between the accounts is whether they can be used to post, edit or delete Messages. Such interactions are collectively referred to as **Actions**. Trader and Broker Accounts can undertake all Actions for Messages associated with their account or the account of one of their colleagues. Read-Only Accounts, however, cannot take any Actions.

Accessing the Service

Once your account has been setup, we will send an email (**Initial Email**) to your work email address with temporary login credentials. To gain access to our Service, you will need to agree to our terms and conditions, found at https://plexhub.com/terms_and_conditions (**Terms and Conditions**), which includes this Privacy Policy.

If you do not activate your account within thirty (30) days of receipt of that email, we will delete your Personal Information from our system. If you do not intend to activate your account and wish us to delete your Personal Information sooner than thirty (30) days, please make the request by either replying to the Initial Email or emailing support@plexhub.com.

Before Accepting our Terms and Conditions

Prior to accepting our Terms and Conditions, Read-Only and Broker Accounts, and their associated data, cannot be used for any reason other than to send you the Initial Email. Trader Accounts, however, are treated differently.

Once a Trader Account is input into the system, even prior to the trader user accepting the Terms and Conditions, employees at the broking firm may start to associate the account with new Messages posted on the service. They may do this on the stated basis that there is a commercial relationship between the broking and trading firm and that they



are contractually allowed to represent the user in a broking capacity, for trading one or more products supported by our service. While data associated with a Trader Account may be used prior to the associated trader accepting the Terms and Conditions, we will not use the data in any way that would require us to consider it Personal Information.

If prior to accepting the Terms and Conditions, the user does not accept that they are a client of the broking firm, the user may raise their concern by emailing support@plexhub.com. If the broker cannot provide an Energy Broking Agreement or equivalent commercial contract between the two firms involved, we will delete the user's Trader Account and all associated data within fourteen (14) days of the user first raising their concern.

4. What is considered Personal Information?

Depending on the type of data and its use, we may or may not treat data as Personal Information. This distinction is made to ensure that we only store data that is integral to the successful operation of the service and fulfilling its stated functions. It also ensures that the data is not used for user-specific analysis unless the user has consented to it.

Unlinked vs. Linked Accounts

An important consideration when determining if data is to be considered Personal Information or not, is whether the data is associated with an Unlinked or Linked Account. All accounts are created as **Unlinked Accounts**, meaning they have not yet been associated with any Message posted on the Service. Once an account becomes associated with a Message, it becomes a **Linked Account**. Unlinked Read-Only Accounts cannot become Linked, however, once an account is considered Linked, it will remain Linked even if it is later changed to a Read-Only Account.

The datasets: personal or not?

- 4.1. Identity Information:** We require this data to register and administer your PLEXHUB account. It is required so that we can associate your account with a natural person and identify the company for which you are an acting agent. The identity information includes your contact details that we may use in accordance with your Communication Preferences. It is considered Personal Information while the account remains Unlinked, however, once the account becomes Linked, the data becomes an integral part of our Quote Data and Audit Data (see item 4.5 below) which must be preserved in perpetuity. As such, Identity Information on Linked Accounts is not automatically considered Personal Data.
- 4.2. Communication Preferences:** This Personal Information is used to modify the range of communications sent to you from our email servers. If you believe you have received an email you did not subscribe to, you may opt out of further such emails by either using the unsubscribe link in the email, changing your privacy settings on the Service or by contacting us at support@plexhub.com.
- 4.3. Tracking Information:** We use this data to examine how our customers interact with the Service to ensure a good user experience. When used in anonymised, aggregated analyses, this data is not considered Personal Information, however, when used to track the activity of a specific user, the data is considered Personal Information.
- 4.4. Technical Information:** We use this data to examine how our customers use the Service to ensure a good user experience and to anticipate and resolve problems with your service. When used in anonymised, aggregated analyses, this data is not considered Personal Information, however, when used to resolve problems with your specific service, the data is considered Personal Information.
- 4.5. Quote Data and Audit Data:** These datasets form the core of the Service. They contain all the Messages published and Actions taken on the Service. The data constitutes the live and historical quote and trade data, published via the Service. It is also used to resolve any queries regarding the history of a given Message published on the Service, including identifying the user (natural person) responsible a given Action, the company for whom they were acting, the date and time at which their Action occurred and the previous state of the Message, where applicable. The data may also be used in anonymised, aggregate analyses and the statistical results published.



Subject to clause 5, the Identity Information on any given Message will never be disclosed externally to anyone other than employees at the trading and broking firms associated with that Message. When anonymised or when being shared with an employee at the trading or broking firm associated with a given Message and/or Action, the data are not considered Personal Information.

The only occasion we consider the data to be Personal Information is if the data is being used to identify if a particular user has an interest in certain products or aspects of the Service, so that we may tailor our communications with that user, in accordance with their Communication Preferences.

Please note that we may process your Personal Information without your knowledge or consent, in compliance with the above rules, when required or permitted by law. Additionally, Personal Information may be used and disclosed to the extent we may deem reasonably necessary to enforce the terms of any agreement between you and PLEXHUB, or to protect the rights, property or safety of any person or entity.

5. Personal Information Sharing

We will not sell, rent or disclose to outside parties the Personal Information we collect and store. We may disclose Personal Information for the purposes of fulfilling the contract we have with you and/or the enforcement of legal rights and if so, we would require all third parties to respect the security of your Personal Data and to treat it in accordance with the law. We do not allow our third-party service providers to use your Personal Data for their own purposes and only permit them to process your Personal Information for specified purposes, in accordance with our instructions.

6. How long will we retain your Personal Data?

Before Accepting our Terms and Conditions, we will only retain your Personal Information for a maximum of thirty (30) days (Section 2). On accepting our Terms and Conditions, your new account is considered activate. We will securely store and use all your Personal Data while your account remains active.

Should your account be deactivated, we will continue to store your Personal Data, in case your account should be reactivated again. If you wish us to delete any Personal Data associated with a deactivated account, please email us your request at support@plexhub.com and we will process your request within thirty (30) days of receipt of that email.

Please note that no data associated with deactivated Linked Accounts is automatically considered Personal Data and we retain the right to store the non-Personal Data in perpetuity.

While we may continue to store information associated with deactivated accounts, we will not use the information in any way that would require us to consider it Personal Information.

7. Your Rights

As a data subject, you have the following rights under data protection laws in relation to your Personal Information:

- 7.1.** The right to be informed about our collection and use of your Personal Data;
- 7.2.** The right of examine the Personal Data we have collected and store about you. We reserve the right to redact any information that might reveal Personal Data about another user;
- 7.3.** The right to rectification if any Personal Information we hold about you is inaccurate or incomplete;
- 7.4.** The right to be forgotten and ask us to delete all the Personal Data we hold about you that will not seriously impair the objectives of other data processing (Section 2);
- 7.5.** The right to restrict the processing of the data we collect for reasons that lead us to consider the data Personal Information;
- 7.6.** The right to object to us using your Personal Data for particular purposes; and
- 7.7.** The right to withdraw your consent regarding our handling of your Personal Data.



To exercise any of these rights, please email us your request at support@plexhub.com. We may request you provide additional information to confirm your identity and your right to access the Personal Data. There will typically be no fee charged to access your data or exercise any of your other rights. However, we reserve the right to charge you a reasonable administrative fee should your request be clearly unfounded, repetitive or excessive. We aim to respond to all legitimate requests for Personal data within thirty (30) days, however it may take longer depending on the complexity of your request, in which case, we will keep you informed of our progress towards fulfilling your request.

If you have any cause for complaint about our use of your Personal Information, please contact us at support@plexhub.com and we will do our best to resolve the problem for you. If we are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority for data protection issues, the Information Commissioner's Office (ICO) (www.ico.org.uk).

For further information about your rights, please contact the ICO.

8. Cookies and Similar Technologies

When you use our Service, our web server sends cookies to your computer. Cookies are small pieces of information which are issued to your computer when you visit a website or use a web application that store information about your use of that website or web application. The Service may use a number of cookies and/or similar technologies. Some of these will only last for the duration of your session and expire when you close your browser and exit the Service, while others are used to remember you when you return to the Service and will last for longer.

We have categorised the cookies we use into the following two groups:

8.1. Essential Cookies: These cookies are essential to the correct operation of the Service, for example, the logging in process requires the use of cookies.

8.2. Non-Essential Cookies: These cookies are not essential but help us to improve your user experience. For example, we may store data on options that you have previously selected that change the look or feel of the Service, or data that can be used to analyse the performance of the Service or how our users interact with the Service.

Most web and mobile device browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting www.allaboutcookies.org which includes information on how to block and delete cookies on different types of web browsers. Please note, however, that by blocking or deleting cookies used by the Service, you may not be able to take full advantage of the Service. You can also update your privacy settings on the Service to stop the use of Non-Essential Cookies.

9. Third-Party Links

The Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy policies. When you leave our website, we encourage you to read the privacy notice of every website you visit.

10. Changes to our Privacy Policy

We will only use your Personal Data for the purposes set out in the policy, unless we reasonably consider that we need to use it for another reason that is compatible with the original purpose. If we need to use your Personal Information for an unrelated purpose, we will notify you with an explanation and grounding in law for the new purpose.

PLEXHUB may make modifications, deletions and/or additions to this Privacy Policy (Changes) at any time. Changes will be effective: (i) thirty (30) days after we provides notice of the Changes, whether such notice is provided through the Service or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of the Privacy



Policy incorporating the Changes, whichever comes first.

11. Contact Details

Full name of legal entity: PLEXHUB LTD
Email address: support@plexhub.com
Postal address: PLEXHUB, Kemp House, 160 City Road, London, EC1V 2NX, UK.
Telephone number: +44 (0) 203 900 1211
Name of Data Privacy Manager: Timothy Namsoo