

Privacy Policy October 6th 2016

1. INTRODUCTION

FINECT declares that it respects and complies with the provisions of Organic Act 15/1999, of 13 December, concerning the Protection of Personal Data. Accordingly we hereby inform you of our data protection policy so that you as Customer or, where applicable, User, can voluntarily decide if you wish to supply your personal data to FINECT.

2. DATA COLLECTED

FINECT informs you that the data you enter on the registration form as a Customer, or as a User via a contact form, and any other data you may supply in the future in the context of your legal relationship with this company, will be held in files owned by FINECT, which are duly registered with the Spanish Data Protection Agency.

Wherever possible, FINECT will try to restrict the collection of data to the minimum necessary in order to provide the services.

For more information on the data collected and what they are used for, see also the Cookies Policy.
<https://www.finect.com/file/download/blog/001db9c1e1201577534637bdb9c1e1201577534637b>

3. VOLUNTARY DATA AND OBLIGATORY DATA

Except in fields that expressly state otherwise, the answers to the questions on personal data are voluntary. Failure to fill in the fields indicated as obligatory or supplying incorrect data will make it impossible for FINECT to respond to your questions, register you as a Customer or provide you with the services requested. Failure to supply voluntary data may limit the channels for receiving information, the provision of certain services or the ability to supply advertising.

4. PURPOSE OF THE DATA

These files are used for the following purposes:

- Managing, administering and providing you with the service you request from FINECT;
- Facilitating the performance and execution of the contractual relationship;
- Handling the charging and payment of services, where applicable;
- Gaining a better knowledge of your tastes and adjusting the services to your preferences and needs;
- Offering you new services;
- Sending you our own or third party advertising if you have given us your consent to do so;
- Segmenting Customers, statistics and studies of how the services are used.

5. INFORMATION SHARED BETWEEN CUSTOMERS

5.1. INDIVIDUAL CUSTOMERS

The Customer's data and information belong to the latter, so he decides whether or not to share them with other Customers or Users. Customers who so wish can share information with other Customers or Users by using the FINECT privacy filters option that can be configured by the Customer himself.

Four privacy filters have been created for this purpose, equivalent to four levels:

- 'Me': Data that can only be seen by the Customer himself.
- 'Trusted persons': Data that can be seen by the Customer himself and by people he has selected as trusted persons.
- 'Followers': Data that can be seen by the Customer, trusted persons and all the Users that follow the owner of the data. The Customer can decide whether someone will become a follower automatically on request, or whether the Customer has to accept them as a follower.
- 'All': Anyone, whether registered on FINECT or not, can see the data.

A privacy filter always contains the immediately preceding level, i.e., if the owner of the data gives his followers permission to see his data, he is also implicitly giving permission to his trusted persons.

The Customer can choose which data he wants to share with which privacy filter at all times. The information shared with other Customers cannot be altered by the Customers that access it.

The Customer can change the privacy filters at any time. The modification will apply from that time on, without affecting the information previously shared.

If the Customer decides to share information about one of his investment portfolios, the track record of the investments will only be shared from the time that he authorises the portfolio information to be shared.

The Customer who is the owner of the data can access all the information of the track record at any time. Any Customers authorised by the latter by means of the privacy filters can access the information relating to the track record they have been authorised to see at any time.

In the interests of preserving privacy, the information supplied to other Customers that have been authorised by the owner of the information on investments will initially be limited to the percentage composition of the investment portfolio, its basic ratios, the products with which operations have been carried out and the price at which said operations have been carried out. Data such as the balance of the portfolios, the total amount of the operations, the number of securities or similar information will only be accessible to other Customers if the owner of the data expressly authorises FINECT to allow this.

Customers can generate their own black list and white list of Customers. Customers included on a black list will only have access to the information that the Customer who owns it has marked as visible to "All". In any case, the black list takes priority over the privacy filters established by the Customer who owns the data. No Customer included on a black list will be informed of their inclusion on the list. Customers included on a white list will have access to the information on the Customer's "Trusted persons" level. This access will be in read-only format, and it will not be possible to modify any of the information of the Customer who owns the data. Both the black list and the white list can be modified by the Customer that owns the data at any time; if it is modified, a Customer that is on the black list or the white list will once again have the accesses provided by the privacy filters of the Customer who owns the data.

Any Customer can make comparisons between his situation and that of other Customers. These comparisons will never be individual but aggregate and statistical, and will not include the personal or financial data of the Customers with whom the comparison is made. If there is insufficient information or providing the comparison might reveal the identity of Customers with whom the comparison is made, FINECT will refuse to provide the information.

5.2. GROUPS

A Premium group can be either public or private. A basic group will be public.

- Private group. The content is accessible only to members of the group. Access can be by invitation or by a request to join it.
- Public group. The content is accessible to everyone, whether they are members of the group or not. Access can be unrestricted or by invitation.

In the case of Premium groups, the creator of each article is entitled to decide if that article is visible to everyone, only to professional Customers who are members of the private group or any professional Customer in the case of a public group.

6. RECEIVERS OF THE DATA

The receivers of the data collected will be exclusively the employees of FINECT or FINECT'S service providers.

In the latter case, service providers will be bound by a contract for the provision of services that expressly sets out privacy and data protection obligations that are equivalent to those imposed on FINECT'S own employees.

Once the contractual relationship has ended with the service provider, Customers' data to which they have had access through providing services will be returned or destroyed.

7. DATA TRANSFER

Under no circumstances will FINECT supply a Customer's data to third parties or to other Customers to be used for their own purposes, unless the Customer who owns the data expressly asks FINECT to do so, authorises said transfer in the course of the contractual relationship and/or they become "public" for the purposes laid down in the website, in accordance with the provisions of the Privacy Policy and with the Customer's consent, or in compliance with a contractual relationship between the Customer and the third party about which the Customer notifies FINECT.

In all the above situations, it will be the Customer who determines which data and to whom they are to be notified.

FINECT will keep a copy of any authorisations or requests for data to be transferred by a Customer to a third party and/or other Customers. Data supplied to third parties by the Customer himself directly or via cookies using third party services/tools to which he accesses via the FINECT website or its IT platform shall not be deemed data transfers. Said data will not be collected by FINECT but by the third party and will be subject to the conditions, Privacy Policy and cookies policy of that third party.

Advertising is a means of financing the social network. Accordingly, FINECT will send third party advertising to Customers who have given their consent for this. However, under no circumstances will FINECT supply data that identify

or might identify a Customer to any third party, so Customers' personal data will not be transferred to said third parties. The data that are supplied to third parties in order to select the segment of Customers to which they wish to direct their advertising will be statistical, aggregate or anonymized and never personal. Once the third party has selected the segment of Customers, only FINECT will send the advertising, without any personal information being supplied to the third party.

FINECT may also supply aggregate, anonymized, statistical and non-personal data to other Customers so they can compare their situation with that of Customers of the social network.

FINECT can supply Customers' data when required to do so under the legislation in force to the public law Authorities and Bodies that ask for them through legal channels.

The Customer is responsible for the personal data that he supplies to other Customers via the social network, whether his own or other people's. If the data belong to another person, the Customer must have previously informed the owner of the data of the obligations established in the legislation in force.

If the Customer has to supply the data of third parties to FINECT, the Customer must ensure that he has the express consent of that third party in order to supply the personal data in question, and have previously informed that person who the data will be supplied to, for what purpose and the possibility that FINECT may contact them.

8. INTERNATIONAL TRANSFER

In some cases it is possible that FINECT may have to use the services of third parties that are established outside Spain. In this case, FINECT warrants that the data will be sent to countries with an equivalent level of data protection to that of the European Union or, if not, it will use the procedures laid down in the legislation in force to obtain the Customer's consent or authorisation for the transfer from the Spanish Data Protection Agency.

9. EXERCISING RIGHTS

The Customer can exercise his rights of access, rectification, deletion and objection by asking to do so through any medium which makes a record of his communication, accompanied by a copy of his national ID or equivalent document. In order to exercise his rights he can write to the following postal address of NOSTER FINANCE, S.L. at Padilla, 32, 1º dcha, Madrid 28006, Spain, or to the email address <mailto:personal-data.finect@finect.com>, giving the reference "Data Protection". The Customer can also revoke, without retroactive effect, his consent to the processing of his data at any time.

10. SECURITY

FINECT maintains levels of protection of its personal data in accordance with Royal Decree 1720/2007, of 21 December, enacting the Implementing Regulations of Organic Act 15/1999, of 13 December, concerning the Protection of Personal Data on matters of security, and has introduced all the technical measures within its power to avoid the loss, improper use, alteration, unauthorised access and theft of any data the Customer may supply to FINECT.

11. LIABILITY

The Customer is responsible for correctly obtaining the data of third parties that he supplies to FINECT and will be held liable for any damages incurred by the latter if he has not obtained the third party's consent for FINECT to process their personal data.

We likewise inform the Customer that he will be liable for any damages incurred by FINECT as a result of the personal data he supplies being untruthful, inaccurate, out-of-date or fraudulent and that may be incurred by supplying data belonging to third parties without having informed them and seeking their consent to supply said data to FINECT.

FINECT will not accept liability for the collection and processing of personal data by third parties that provide their services or offer their tools on the website or that use its IT platform to provide services.

12. CONSENT

In order to include his personal data in FINECT files and use them for the purposes stated in this Policy the Customer and, where applicable, the User, must give his consent. The Customer gives his consent by accepting the TCU and Privacy Policy after completing the Customer registration form. Before he accepts them, no personal data relating to him will be included in FINECT files, except for browsing and functional data, which are anonymous.

The Customer can decide, when giving his consent, whether he wishes to exclude any of the purposes other than simply pursuing the contractual relationship; if he does not do so, he shall be deemed to give his express consent for his data to be used for said other purposes.