



CONFIDENTIALITY POLICY

2024

Addendum & Changes

Date	Clauses	Changes	Version
2024.01.01		Revision	1.0

CONFIDENTIALITY POLICY

ONE. GENERAL

- 1.1 The purpose of this Confidentiality Policy (hereafter referred to as the "**Confidentiality Policy**") is to regulate the legal relationships between the parties involved in collecting, processing, using, transmitting, and storing personal information required for logging in, registering, and opening a challenge account, among other services (hereafter referred to as "Services") on the "MOT Funds" LLC platform (hereafter referred to as "Company") available at <https://www.motfunds.com> (hereafter referred to as "Platform").
- 1.2 This Confidentiality Policy may only be amended by "MOT Forex" LLC (hereafter referred to as the "**Service Provider**"), and any such amendments shall be promptly communicated through their official webpage.
- 1.3 This Confidentiality Policy shall be governed by the Constitution of Mongolia, the Law on Organizational Confidentiality, the Law on the Protection of Personal Information, the Law on Public Information, and other relevant legislation.

TWO. COLLECTION OF CUSTOMER INFORMATION

- 2.1 The user agrees to this Privacy Policy and consents to the collection, processing, use, transmission, and storage of the following information:
 - 2.1.1 Registration - Surname, first name, gender, nationality, phone number, email address.
- 2.2 When the user registers on <https://www.motfunds.com> and transfers the audit account payment via QPAY, within 1-5 minutes, the login credentials (username and password) will be sent to the registered email address for accessing the audit account.
- 2.3 The user is responsible for maintaining the security of their registration and audit account credentials, including username, password, and email address on <https://www.motfunds.com> and the trading platform MetaTrader 5, ensuring they do not disclose, send, or engage in any activity that might compromise security such as suspicious links, registering or logging into other websites.

THREE. PROCESSING AND USE OF CUSTOMER INFORMATION

- 3.1 The Customer has accepted this confidentiality policy and granted permission for the following processing and use of information:
 - 3.1.1 Verifying the accuracy and authenticity of Customer information to confirm and identify the Customer;
 - 3.1.2 Determine Customer location and device and create a log record;
 - 3.1.3 Utilization for research and development, as well as statistical information to enhance the quality and accessibility of service, and launching new products and services;
 - 3.1.4 Delivering service provider's service offers, promotional and sales information, amendments to the terms and conditions of the service, and other relevant information to Customers;
 - 3.1.5 Confirming and verifying the Customer's trading history;
 - 3.1.6 Implementing all possible measures to prevent disclosure or loss of Customers' personal information;
 - 3.1.7 providing authorized entities with information regarding suspicious transactions In accordance with relevant legislation and to mitigate the risks of money laundering and terrorism financing;
 - 3.1.8 In accordance with relevant legislation, taking measures to identify, correct, interrupt, and resolve disputable or fraudulent transactions.

FOUR. TRANSFERRING CUSTOMER INFORMATION

- 4.1 The Service Provider shall not transfer the Customer's information without their permission, except as stipulated in this policy or under the following circumstances:
 - 4.1.1 In compliance with applicable laws and regulations, the Service Provider shall, based on state-authorized entities' resolutions or demands, transfer information to those institutions within the form and boundaries stipulated in the relevant laws and regulations.

FIVE. RETENTION AND PROTECTION OF CUSTOMER INFORMATION

- 5.1 In the event of the Customer's withdrawal of permission to collect personal information, the Service Provider shall retain the information collected, processed, and used before such withdrawal for 10 years following the withdrawal, in accordance with relevant laws and regulations.
- 5.2 In case the Customer discovers unauthorized login or use of their password, the Customer must immediately contact the service telephone at 722-2200 or send an email to the address support@motfunds.com.

SIX. LIABILITIES

- 6.1 The permission to collect, process, use, and transfer information, as stipulated in this Confidentiality Policy, shall remain valid for the duration of the Confidentiality Policy or until the Customer withdraws their permission.
- 6.2 The Service Provider shall not bear liabilities for the following risks:
 - 6.2.1 Cyber-attacks on the Service Provider's system and all other future potential risks not controlled by the Service Provider;
 - 6.2.2 Unauthorized use of a Customer's account by a third party, unrecoverable fraudulent transactions, or cyber-attacks resulting from the Customer's failure to ensure the safety of their information;

SEVEN. FORCE MAJEURE

- 7.1 The Service Provider shall not bear liabilities for any loss and damages that occur during the failure, interruption, or maintenance activities of <https://www.motfunds.com> until the recovery of services, in the event of force majeure circumstances such as floods, earthquakes, extreme weather conditions, natural disasters, fires, war, revolt, riot, infectious diseases, major accidents, government actions, resolutions, embargoes, power or communications line interruptions, hardware or software failures, or hacker attacks—uncontrollable events beyond the control of the Service Provider.

EIGHT. MISCELLANEOUS

- 8.1 Any contradictions or disputes arising in connection with this confidentiality policy shall be resolved by the parties through mutual negotiation, and if mutual resolution fails, the matter shall be resolved according to the legislation of Mongolia.
- 8.2 All other matters not stipulated by the confidentiality policy shall be regulated by laws and regulations in force in Mongolia.

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