



## PRIVACY NOTICE

**As part of our day-to-day business we need to collect personal information from our customers and potential customers to ensure that we can meet their needs for a range of financial services and provide them with information about our services.**

Your privacy is important to us and it is our policy to respect the confidentiality of information and the privacy of individuals. This notice outlines how we manage your personal information supplied to us by you or a third party in connection with our provision of services to you or which we collect from your use of our services and/or our app(s) or website(s). It also details your rights in respect of our processing of your personal information.

Our privacy notice will be reviewed from time to time to take account of new obligations and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Any personal information we hold will be governed by our most current privacy notice.

Please note that if you are an IG employee, a contractor to IG or a third party service provider, your personal information will be used in connection with your employment contract, your contractual relationship or in accordance with our separate policies which are available by contacting us.

Any reference to **"us"**, **"our"**, **"we"**, or **"IG US"** in this privacy notice is a reference to IG US LLC.

Any reference to **"IG Group"** or **"IG"** in this privacy notice is a reference to each group company within the IG Group and each IG Group affiliate as the context requires unless otherwise stated.

Similarly, any reference to **"you"**, **"your"**, **"yours"** or **"yourself"** in this privacy notice is a reference to any of our customers and potential customers as the context requires unless otherwise stated.

### WHO ARE WE?

This privacy notice applies to the processing activities of:

- IG US LLC (a limited liability company registered in the state of Delaware USA with file number 6570305 and whose registered address is 251 Little Falls Drive, Wilmington, Delaware 19808, and whose principal place of business is located at 200 West Jackson Boulevard, Suite 1450, Chicago, IL, 60606). IG US LLC is registered with the Commodity Futures Trading Commission ("CFTC") and is a member of the National Futures Association (NFA ID 0509630).
- IG US LLC offers retail foreign exchange trading services. IG Markets Limited, an IG Group entity and affiliate of IG US LLC, (a company registered in England and Wales with company number 04008957 and whose registered office is Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA and who is registered with the Information Commission under No. Z5369625) is the data controller of your personal information in relation to those services.

### WHAT KIND OF PERSONAL INFORMATION DO WE COLLECT?

If you are an actual or potential customer of IG US, we may collect and disclose the following types of information about you:

- name and salutation, address and contact details (phone number and email);
- social security number, tax identification number, driver's license or state identification card number;
- date of birth and gender;
- information about your income and wealth including details about your assets and liabilities, account balances, trading statements, tax and financial statements and other information from credit reporting or other consumer reporting agencies, such as your credit history;
- profession and employment details;
- location data, IP addresses, browser types, operating systems, ISPs, time stamps, and similar type data;
- banking or debit card information copies of identification documents including but not limited to your driver's license, state identification card, passport, social security card, utility bills, bank account statements/transaction history, or other proof of residential address;
- corporate or other entity documents, including but not limited to, Certificate of Incorporation/Organization, Certificate of Good Standing, Bylaws, Operating Agreement, financial data or documents as requested;
- trading performance;
- any other similar information to the above.

We obtain this information in a number of ways through your use of our services or other dealings with us including through any of the IG websites, apps, the account opening applications, our demo sign up forms, webinar sign up forms, subscribing to news updates and from information provided in the course of ongoing customer service correspondence. We may also collect this information about you from third parties either through affiliate companies, bought-in third party marketing lists, publicly available sources or through our refer a friend scheme.

We also keep records of your trading behavior, including a record of:

- products you trade with us and their performance;
- products we trade on your behalf and their performance;
- historical data about the trades and investments you have made including the amount invested;
- your preference for certain types of products and services.

We may also obtain personal information about you through your use of our websites (including [www.dailyfx.com](http://www.dailyfx.com)), apps or through the use of cookies on our websites and/or apps, in particular by recording which pages you look at on our websites.

Information collected pursuant to this privacy notice may be transferred outside of the United States and stored by IG Markets Limited in the United Kingdom, in accordance with applicable UK law.

We may ask for other personal information voluntarily from time to time (for example, through market research, surveys or special offers). If you choose not to provide the information we need to fulfil your request for a specific product or service, we may not be able to provide you with the requested product or service.

We may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to the services we provide to you and our relationship with you. These recordings will be our sole property and will constitute evidence of the communications between us. Such telephone conversations may be recorded without the use of a warning tone or any other further notice.

Further, if you visit any of our offices or premises, we may have CCTV which will record your image.

### WHICH AFFILIATED & NON-AFFILIATED THIRD PARTIES MAY WE DISCLOSE PERSONAL INFORMATION TO

As part of using your personal information for the purposes set out above, we may disclose your information with both IG Group and its affiliates and non-affiliated third parties.

Specifically, we may disclose your personal information with affiliates within the IG Group, and its subsidiary entities, who provide financial and back office services, marketing, compliance, trade processing, account management, and other services that may be of interest to you. This will involve transfer of personal information to the EU and you can find out more about how such personal information is treated here: <https://www.ig.com/uk/privacy>. We may disclose information to companies that assist us in processing all the transactions that occur within your account, and/or that provide other services including, but not limited to, identification verification, bank account and debit card verification.

Additionally, we may also share information with non-affiliated third parties which include both financial service providers and non-financial companies. We may disclose all of the information we collect, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose all of the information we collect to other non-affiliated third parties for our everyday business purposes, such as to process transactions, maintain account(s), respond to court orders and legal investigations, comply with regulatory obligations, report to credit bureaus, offer our own products and services, protect against fraud, for institutional risk control, to perform services on our behalf, and as otherwise required or permitted by law.

## WHICH AFFILIATED & NON-AFFILIATED THIRD PARTIES MAY WE DISCLOSE PERSONAL INFORMATION TO (CONTINUED)

### Types of Non-Affiliated Third Parties that Your Personal Information May be Shared With:

- service providers and specialist advisers who have been contracted to provide us with administrative, IT, financial, regulatory, compliance, insurance, research or other services;
- introducing brokers with whom we have a mutual relationship;
- credit providers, courts, tribunals and applicable regulatory authorities as agreed or authorized by law or our agreement with you;
- credit reporting or reference agencies;
- anyone authorized by you.

Generally, we require that organizations outside the IG Group who handle or obtain personal information enter into a contractual agreement requiring it to maintain the confidentiality of this information, prohibiting it from using or disclosing your information, except for the limited purpose and to the persons for whom disclosure was intended or otherwise permitted by law, and to comply with all relevant data protection laws and this privacy notice.

Third party service providers such as credit referencing agencies may keep a record of any searches performed on our behalf and may use the search details to assist other companies in performing their searches.

Please note that the use of your personal information by external third parties who act as data controllers of your personal information is not covered by this privacy notice and is not subject to our privacy standards and procedures.

## HOW DO WE OBTAIN YOUR CONSENT & HOW DO YOU OPT-OUT OF INFORMATION SHARING?

Where our use of your personal information requires your consent, such consent will be provided in accordance with the applicable customer agreement available on our website(s) or any other contract we may have entered into with you or as set out in our communication with you from time to time.

As discussed above, we may disclose your personal information with our affiliates and non-affiliated third parties. You may limit or opt-out of those disclosures (other than disclosures permitted or required by law) at any time by contacting us using the contact details set out in page 2 of this privacy notice.

By following the opt-out procedures, you may limit the extent to which we share with our affiliates personal information that was collected to determine your eligibility for products and services such as your credit reports and other information that you have provided to us or that we may obtain from third parties ("eligibility information"). Eligibility information does not include your identification information or personal information pertaining to our transactions or experiences with you. Please note that, even if you direct us not to share eligibility information with our affiliates, we may still share your personal information, including eligibility information, with our affiliates under circumstances that are permitted under applicable law, such as to process transactions or to service your account.

## MANAGEMENT OF PERSONAL INFORMATION

We always take appropriate technical and organizational measures to protect your information. We train our employees who handle personal information to respect the confidentiality of customer information and the privacy of individuals. We regard breaches of your privacy very seriously and will impose appropriate penalties, including dismissal where necessary.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We have appointed a Security Information Officer to ensure that our management of personal information is in accordance with this privacy notice and applicable law.

## HOW DO WE STORE PERSONAL INFORMATION AND FOR HOW LONG?

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, by mail, over the internet or any other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records, and take steps to protect the personal information we hold from misuse, loss, unauthorized access, modification or disclosure.

When we consider that personal information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.

However, we may need to maintain records for a significant period of time. For example, we are subject to certain anti-money laundering laws which require us to retain:

- a copy of the documents we used to comply with our customer due diligence obligations; and

- supporting evidence and records of transactions with you and your relationship with us,

for a period of five years after our business relationship with you has ended.

If we hold any personal information in the form of a deed, we will hold this deed in its complete form for a period of 12 years after our business relationship with you has ended.

If we hold any personal information in the form of a recorded communication, by telephone, electronic, in person or otherwise, this information will be held in line with local regulatory requirements which will either be 5 years or 10 years after our business relationship with you has ended.

Where you have opted out of receiving marketing communications we will hold your details on our suppression list so that we know you do not want to receive these communications.

## TRANSFERS OUTSIDE OF THE UNITED STATES

In instances where we may transfer your personal information outside of the United States in connection with any of the purposes discussed herein, similar security measures will be in place to safeguard your personal information, to the same or higher standards as in the United States.

## THE PERSONAL INFORMATION WE HOLD ABOUT YOU

For further information about any rights that might be available to you in relation to the personal information we hold about you, please refer to our website.

### COOKIES

#### • WHAT IS A COOKIE AND HOW DO WE USE COOKIES?

A cookie is a small piece of text stored on your computer or device when you visit a website or an app.

We use cookies on our websites or our apps to provide you with a more relevant and effective experience, including presenting web pages according to your needs or preferences. We also use tools called "Google Analytics" and "Adobe Analytics" to collect and analyze information about how the IG US website is used. For further information about cookies, how we use cookies, and how to adjust your cookie settings, please refer to the Cookie Policy on our website.

#### • TECHNOLOGY IMPROVEMENTS

We are constantly striving to improve functionality on this site through technology changes. This may mean a change to the way in which personal information is collected or used. The impact of any technology changes which may affect your privacy will be notified in this privacy notice at the time of the change.

#### • LINKS TO THIRD PARTY WEBSITES

Our websites or our apps may have links to external third party websites. Please note, however, that third party websites are not covered by this privacy notice and those sites are not subject to our privacy standards and procedures. Please check with each third party as to their privacy practices and procedures.

## HOW TO CONTACT US

If you have any questions about this privacy notice or want to exercise your rights, including the right to opt out of IG US LLC disclosing your personal information, please contact us by:

- phone at (312) 981-0500;
- email at [helpdesk.us@ig.com](mailto:helpdesk.us@ig.com) or [compliance.us@ig.com](mailto:compliance.us@ig.com); or
- writing at the principal place of business address provided in the "Who are we?".

## ACCESS POLICY

This policy will govern all dealings between IG US LLC (“us”, “our” and “we” as appropriate) and the applicant customer (“you”, “your”, “yours” and “yourself” as appropriate) during the application process. Once you open an account with us, your dealings with us will be governed by the applicable customer agreement for that account type.

In return for us granting you access to the Electronic Trading Services, you agree to the following terms.

For the purposes of this policy, “Electronic Trading Services” means any electronic services (together with any related software or application) accessible by whatever means we grant you access to or make available to you either directly or through a third party service provider.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into any computer hardware, software, applications, equipment or network facilities you use to access our Electronic Trading Services.

We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the software and such software and databases contained within our Electronic Trading Services and you will not in any circumstances obtain title or interest in such elements.

With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of any Electronic Trading Services, you agree that: (a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (c) such data or information is proprietary to us and any such provider and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations or as agreed by us; (d) you will use such data or information solely in compliance with the applicable regulations and this policy; and (e) we may at our absolute discretion remove your access to market data at any time.

No one other than a party to this policy, their successors and permitted assignees shall have any right to enforce any of its terms.

This policy and all our dealings with you are in all respects governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision, and are subject to applicable law. Any federal or state court in Chicago, Illinois has non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with this Agreement, including any non-contractual disputes and claims. Nothing in this term will prevent us from bringing proceedings against you in any other jurisdiction.

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