



Privacy Policy

CANADA



Privacy Policy

This Privacy Policy is an overview of how we collect, use, and process your personal data when you use our website <https://www.sokin.com/> (hereinafter: "Website"), our web application (hereinafter: "Web App") and our mobile app (hereinafter: "App"; jointly called: "Services"). If anything here only applies to one of our services, we'll explicitly point this out to you.

This notice applies to all our products and services. Please read this Policy carefully, as it becomes legally binding when you use our Services. Our terms and conditions will specify which of our businesses is providing the relevant product or service to you.

We take privacy and protection of your data very seriously and are committed to handling the personal information of those we engage with, whether customers, suppliers or colleagues responsibly and in a way that meets the legal requirements of the countries in which we operate.

In order to achieve this, we have created Sokin's Main Privacy Policy, which consists of various category pages, to better assist you in navigating and finding information about how we process your data on our website.

This Privacy Policy, including each of its category pages, is provided in a layered format to help ensure your ease of use. You can always email us at: privacy@sokin.com for further information or to exercise your rights under Privacy Laws, including under the General Data Protection Regulation ('GDPR'), and the Personal Information Protection and Electronic Documents Act ('PIPEDA').

Responsible Authority

Plata Capital Canada Inc t/a Sokin ('Sokin', 'us', 'we', 'our') knows the importance of privacy for individuals ('data subjects', 'consumers', 'you') and is committed to protecting your personal data (which may also be referred to as 'the data', 'your data', 'data', 'information', 'personal information'), and ensuring full transparency. Please be aware that references to 'Sokin,' 'us,' 'we,' and 'our' may also include the use of our affiliates and/or service providers and subcontractors inside and outside of the EU/UK.

Whenever we refer to 'personal data' throughout our Privacy Policy and its category pages, we may mean either data directly or indirectly related to an individual, or pseudonymised data. Pseudonymised data is where the data has been rendered less identifying through technological measures so that it can no longer be attributed to a specific identifiable person without the use of additional information.

By providing Personal Information, or other information, to us or using our Services, you confirm that you understand and consent to the collection, use, disclosure, and processing of your Personal Information and other information (or the Personal Information or other information of any other individual you provide) in the manner as set forth in this Privacy Policy, and you understand that this Privacy Policy is legally binding when you use our Services.



1. Data we may collect about you

Identification Information

We may collect some or all of the following data about you:

1.1. Information you give us. You may give us information about you when you sign up to use our services;

- fill in any forms or online applications;
- correspond with us;
- register to use the Sokin app;
- open a Sokin account or use any of our services;
- take part in online discussions, surveys or promotions;
- speak with a member of our customer support team ;
- contact us for other reasons.

To comply with applicable laws and regulations (including anti-money laundering and counter terrorism financing laws ("AML/ CTF Laws"), we may collect identity verification information such as copies of your government-issued identification (including passport, driver's license, social security card, government health benefits card or national ID card) or other authentication information, all of which may include photographs of you.

We also may provide you with the option of using identification verification technologies that analyze your facial imagery for heightened security, subject to the applicable terms and conditions.

Financial and Transaction Information

1.2. In order to comply with AML/ CTF Laws, assess creditworthiness, and process payments and transactions when you use of our Services, we may collect the following information:

- bank account details (account number, routing number), credit or debit card numbers; details of your bank account, including the account number, sort code and IBAN;
- details of the transactions you carry out when using our Services, including geographic location from which the transaction originates;
- when transferring funds, we collect Recipients' details that may include recipients name, title, gender, mailing address, phone number, email address, nationality, occupation and social security number or other tax identification number. You confirm that you know the recipient and agree or that you are otherwise allowed to give us this information and will inform the recipients of the contents of this Privacy Policy.
- Compliance information, including fraud prevention, and sanction checks.

Device and Log Data

1.3. Technical information, including your IP address or device ID, Push ID, information



about your device (such as device name, type, model, biometric data (mobile biometric data is not accessible to APP. We just verify biometric identity via mobile built-in feature), operating system software, the date and time you access our websites and the address of the site from which you linked to our website when you visit us.

Usage and Preference Information

1.4. We collect information about how you interact with the Websites and Apps and how you use our Online Channels, including your user preferences and other settings selected by you. In some cases, we do this by utilizing cookies and other tracking technologies. Please see further details in our Cookie Policy.

1.5. Please find our Electronic Communication Consent Agreement ("Agreement") at end of this policy. This Agreement applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services

Geolocation Information

1.6. When you use certain features of our Online Channels, we may collect information about your precise or approximate location as determined by data such as your IP address or mobile device GPS. Most mobile devices allow you to control or disable the use of geolocation services for applications by changing preferences on your mobile device.

Other Information

1.7. Information we receive from other sources. We may receive information about you if you use any of the other websites we operate or the other services we provide. We are also working closely with third parties and may receive information about you from them which you have consented to when you signed up. Please see our website and marketing privacy policy for further details.

1.8. Information from social media networks. If you log in to our Services using your social media account (for example, Facebook or Google) we will receive relevant information that is necessary to enable our Services and authenticate you. The social media network will provide us with access to certain information that you have provided to them, including your name, profile image and email address. We use such information, together with any other information you directly provide to us when registering or using our Services, to create your account and to communicate with you about the information, products and services that you request from us. You may also be able to specifically request that we have access to the contacts in your social media account so that you can send a referral link to your family and friends. We will use, disclose and store all of this information in accordance with this privacy policy.

Aggregated/Anonymized Data

1.9. We may also collect or create aggregated and/or anonymized data about our users that is no longer considered Personal Information. This data is used for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.



Sensitive data

1.10. We process a limited amount of sensitive data when we carry out verification of identity documents that contain biometric data. Where we are relying on the substantial public interest condition in Article 9(2)(g) of the GDPR and condition 14. Preventing fraud in Part 2 of Schedule 1 of the DPA 2018.

Children's data

1.11. Our products and services are directed at adults aged 18 years and over, and not intended for children. We do not knowingly collect data from this age group. Our verification process prevents Sokin collecting this data. If any data is collected from a child without verification of parental consent, it will be deleted.

2. How we protect your personal information:

2.1. We take the safeguarding of your information very seriously, and take a number of steps to ensure it stays secure:

- Information sent over the internet, between you and Sokin, is encrypted with strong encryption
- Your information is encrypted in transit and at rest.
- We update and patch our servers in a timely manner
- We run a Responsible Disclosure and bug bounty program to identify any security issues in Sokin services
- Our technical security team and AI technology continuously monitors our systems for abnormal or malicious activity.

2.2. We restrict access to your personal information to vetted employees of Sokin, who have a business reason for accessing your information. We continuously monitor and train our employees on the importance of confidentiality and privacy with customer personal information. We are regularly performing independent assessments of our safeguarding practices. We maintain physical, electronic and procedural safeguards that comply with all relevant laws and regulations, in order to protect your personal information from unauthorised access.

3. Ways we use your information:

3.1. We use your information:

- to carry out our obligations relating to your contract with us and to provide you with the information, products and services;
- to comply with any applicable legal and/or regulatory requirements;
- to notify you about changes to our Services;
- as part of our efforts to keep our Services safe and secure;



- to administer our Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Services and to ensure that they are presented in the most effective manner;
- to allow other Sokin customers to add you as a Beneficiary in order to transfer money to you through our services, or vice versa, when providing matching information for your mobile phone number or Sokin ID;
- to measure or understand the effectiveness of advertising we serve and to deliver relevant advertising to you;
- to allow you to participate in interactive features of our Services, when you choose to do so;
- to provide you with information about other similar goods and services we offer;
- to combine information we receive from other sources with the information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

3.2. Automated decision making

As part of our personal data processing relating to the customer onboarding decisions may be made by automated means.

You have certain rights in relation to automated decision-making processes. To find out more, refer to the 'Your personal data rights explained' section of this Policy

4. Information Sharing and Disclosure

We will never sell your Personal Information to marketers or other third parties. We may disclose or otherwise provide anonymized/aggregated data to third parties. Additionally, we may share information about you, including Personal Information, with the following third parties if you ask us to, it's required to provide our services to you, if we have a duty to disclose it or an applicable law allows us to do so for legitimate interests or business reasons:

Our Corporate Affiliates

4.1. To facilitate or support us in providing our services to you, we may share your Personal Information with other Affiliates under Sokin group.

Our Service Providers

4.2. We engage a variety of service providers to enable us to provide our services to you. For example, service providers may be used to support technology or infrastructure, collect debts, distribute marketing materials, conduct market research, perform audits, provide professional advice or other functions.

4.3. These third party partners use cookies and other technologies to gather information about your activities on our Online Channels, as well as information



from third parties and your activities on other sites or online services on any of your devices, in order to serve you advertising based upon your browsing history and interests. They also use these technologies, along with information they collect about your online use, to recognize you across the devices you use.

To learn more about behavioural advertising and online tracking, including how to opt out of interest-based online advertising delivered by member companies, please visit Network Advertising Initiative and DAA's WebChoices Tool. You may download the AppChoices app here to opt out in mobile apps. For more information about the cookies that may be served through use of our Online Channels, please refer to our Cookie Policy.

Payment Processors

4.4. To payment processing service providers, intermediary banks and financial institutions to process your transactions.

Identity Verification Agencies

4.5. To credit bureaus, credit reporting bodies, credit reference agencies, identity verification agencies and other companies and organisations ("Verification Agencies") to check your details, verify your identity and protect against fraud, money laundering and other crimes and harmful activities.

In some cases Verification Agencies may need to access third party databases (including without limitation databases of government issuers of identification documents). You provide your authority for Verification Agencies to act as your agent in accessing these databases. Verification Agencies may disclose to third parties any information provided to them for identity verification purposes.

5. International Transfers

5.1. We collect information globally and may transfer, process and store your information outside of your country of residence, to wherever we, our third party service providers or any recipients referred to in section 4 operate for the purpose of providing you our services. Countries to which we are likely to transfer your information are the United States of America, Canada, United Kingdom, countries in the European Union, Australia, New Zealand, India, Brazil and Singapore. Whenever we transfer your information, we take required steps to protect it.

6. Sokin's legal grounds for use of your personal data

6.1. Depending on the jurisdiction we are in, we use different legal bases to process your personal data. In Canada, we rely on your consent. When we process personal data under the GDPR, we must have a legal basis (a valid legal reason) for using your personal data. Our legal basis will be one of the following.

6.2. Keeping to our contracts and agreements with you;

We need certain personal data to provide our services and cannot provide them without this personal data.



6.3. Legal obligations

In some cases, we have a legal responsibility to collect and store your personal data (for example, under anti-money laundering laws we must hold certain information about our customers).

6.4. Legitimate interests

We sometimes collect and use your personal data, or share it with other organisations, because we have a legitimate reason to use it and this is reasonable when balanced against your right to privacy.

6.5. Consent

Where you've agreed to us collecting your personal data, for example when you have ticked a box to indicate you are happy for us to use your personal data in a certain way.

7. How long we keep Information

7.1. We need to keep your Personal Information so that we can provide our services to you. Under relevant AML/ CTF Laws we need to keep your Personal Information and information about your transactions for up to 7 years from the end of your relationship with us. We may also need to keep it for longer for legitimate business purposes (such as transactional information for our accounting purposes) and for other legal and regulatory reasons. Subject to this, we will destroy, erase, or anonymise your Personal Information when it is no longer needed.

8. Your Choices and Transparency

You have choices regarding how to manage your Personal Information and how we use and disclose your Personal Information.

How Your Information may be Accessed, Updated or Corrected

8.1. To ensure the information we hold is accurate, you should tell us as soon as possible if any of the information you have provided us has changed. You may request us to correct or update Personal Information you provided to us at any time by logging into your Sokin account or by contacting us using the "Contact Us" information below. If you want to access a copy of the Personal Information, we hold about you, you can contact us at privacy@sokin.com or using the "Contact Us" information below.

8.2. We will respond to any such request consistent with applicable law. Prior to changing or correcting your information or providing your information to you, we may be required to verify your identity.

8.3. There may be situations where we cannot action your request including where the information may impact the privacy of other individuals, the information is subject to legal privilege, the disclosure could threaten the safety, physical or mental health or life of an individual or Sokin is prohibited by applicable law from providing you with access. If this is the case, we will set out in writing to you any reasons for our refusal to provide access to such information.



8.4. We will take reasonable steps in the circumstances to ensure that your Personal Information is accurate, complete and up-to-date to minimise the possibility that inappropriate information may be used to make a decision about you. We will not routinely update your Personal Information unless such a process is necessary to fulfil the purposes for which the information was collected.

Restrict Sharing

8.5. If you are resident in the UK or European Union, you may request further limits on our disclosure of certain of your Personal Information where such information is not required for delivery of our services by contacting us at privacy@sokin.com or using the "Contact Us" information below.

8.6. If you are a U.S. resident using our Services to conduct transactions for personal, family or other household purposes, you may request further limits on our disclosure of certain of your Personal Information to certain affiliated third parties. Please refer to our Consumer Privacy Notice to learn more about your opt-out rights and how to exercise them.

Device Permissions

8.7. Most mobile devices allow you to disable the use of location services, or revoke consent to applications to access your camera and photo library or send you push notifications. Please refer to your device settings to restrict collection of certain information.

Marketing Opt-Out

8.8. You can opt out of receiving our marketing at any time through the unsubscribe function in each marketing communication. Please note that if you opt out of marketing-related emails from us, we will continue to send you non-promotional messages that are required to provide our services, such as transactional receipts and messages about your account or our relationship with you.

Advertising Analytics

8.9. We may partner with third parties to display and personalize Sokin advertisements to you and to track and report on the performance of those advertisements. These third-party partners use cookies and other technologies to gather information about your activities on our Online Channels, as well as information from third parties and your activities on other sites or online services on any of your devices, in order to serve you advertising based upon your browsing history and interests. They also use these technologies, along with information they collect about your online use, to recognize you across the devices you use.

We suggest you read our Electronic Communication Consent Agreement ("Agreement") at the end of this policy that applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services ("Communications").

9. Complaints

9.1. Sokin takes all complaints seriously and will investigate all complaints. For more information on how we manage complaints see our Complaints Policy in the Legal



section of our Website or contact Customer Service at privacy@sokin.com.

10. Updates to This Policy

10.1. We may change this Policy from time to time. Any changes will become effective on the date specified in the revised Policy posted on our Websites.

11. Contact Us

11.1. If you have questions or concerns about this Policy, need it in an alternative format, have a specific request related to your Personal Information or any complaints about our privacy practices, please contact us at privacy@sokin.com.

11.2. If you are not satisfied with the resolution of any complaint you make with us concerning your privacy, you may submit a complaint to the Privacy Commissioner in your province of residence or to the Office of the Privacy Commissioner of Canada at:

Office of the Privacy Commissioner of Canada
30 Victoria Street, 1st Floor
Gatineau, QC K1A 1H3
1-800-282-1376
<https://www.priv.gc.ca>

Annex 1

Consent to Receive Electronic Communications

We suggest you read this document and print a copy for your reference.

Note: This Electronic Communication Consent Agreement ("Agreement") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services ("Communications").

When you acknowledge your agreement to this Electronic Communication Consent Agreement, you are indicating your consent to all of the terms and conditions set out below.

In this Agreement, "we," "us," and "our" refer to the Peoples Trust Company, and "you" and "your" refer to the person to whom the Card is issued. "Card" means the Sokin Card.

1. Scope of Communications to Be Provided in Electronic Form.

When you acknowledge your agreement to this consent to receive electronic communication, you are agreeing to receive all Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications includes:

- the Cardholder Agreement and any related supplements or addendum to the Cardholder Agreement;



- notices of any changes to the terms of the Cardholder Agreement;
- the privacy policies and any notices of updates and changes to the privacy policies;
- notices regarding insufficient funds or negative balances on your Card;
- response to claims filed in connection with your Card;
- any other information relating to your use of the Card and any related products and services, including any legal and regulatory disclosures and communications;

2. Method of Providing Communications to You in Electronic Form.

All Communications that we provide to you in electronic form will be provided:

- via email to the email address, you have provided to us which may contain the Communication or a link through which you may view the Communication; or
- will be posted on the website.

You must provide us with a current email address to receive electronic Communications. Even if you have consented to receive electronic Communications, in our discretion we may from time to time send paper copies of certain Communications to any mailing address we have for you in our records, either in addition to or in lieu of providing electronic versions.

If you give us an incorrect email address or fail to keep it updated, you agree that any Communications we may make available or attempt to send through any of the methods described above will be deemed to have been provided to you in a timely manner.

Communications that we post on the website will remain accessible for a period of time which we may establish in our discretion and which may vary with the type of Communication.

3. How to Withdraw Consent.

You may withdraw your consent to receive Communications in electronic form at any time by providing notification of your withdrawal in writing by email to privacy@sokin.com. If you do, we will send subsequent paper Communications to you in writing to the most current mailing address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications.

Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. While we process your withdrawal, you will continue to receive Communications in electronic form. We will send you a paper Communication to confirm that your withdrawal has been processed, and you will receive paper Communications after receiving such confirmation. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.



4. How to Update Your Records.

It is your responsibility to provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Agreement and your Card, and to maintain and update promptly any changes to this information. You can update your information by emailing us at privacy@sokin.com.

5. System Requirements.

To receive, access or retain electronic Communications, you will need a computer or other device with internet access, a compatible web browser and, for some types of Communications, a PDF file reader. Compatible browsers include the most current version (and typically one or more prior versions) of all major browsers in widespread use. You will also need access to a printer or the ability to download information to keep copies for your records. When you agree to receive electronic Communications, you are indicating that you have the capability to access the Communications electronically and to download or print copies for your records.

6. Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

7. Communications from You.

This Agreement applies only to Communications you receive from us. Any notices or communications which you are required to send to us in writing, whether pursuant to our agreements with you or under applicable law, must still be sent in accordance with the instructions in those agreements.

8. Termination/Changes.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

