

# SWC Smart

## PRIVACY POLICY

— v7 FINAL · INLD LIMITED

UK GDPR · EU GDPR · UK DPA 2018 · PECR · Vietnam Decree 13/2023/ND-CP

Revised: April 2025

*This Privacy Policy describes how INLD LIMITED collects, uses, stores, and protects the personal data of users of the SWC Smart platform.*

## 1. WHO WE ARE AND HOW TO CONTACT US

### 1.1. Data Controller

- The Company: INLD LIMITED
- Trade name: SWC Smart
- Company Number: 12040493 (Companies House, England and Wales)
- Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB
- Privacy Contact: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)
- Support: [support@swcsmart.com](mailto:support@swcsmart.com)
- Web: <https://swcsmart.com>

### 1.2. Privacy Contact

The Company has appointed a privacy contact responsible for handling data protection enquiries. This contact point is not intended to constitute a statutory Data Protection Officer unless required by applicable law. Response time: 30 calendar days.

Компания назначила контактное лицо по вопросам защиты данных ([privacy@swcsmart.com](mailto:privacy@swcsmart.com)). Это лицо не является статутным DPO, если только обязательность его назначения не следует из применимого законодательства. Ответ — в течение 30 дней.

### 1.3. EU Representative — Article 27 EU GDPR

To the extent the Company is subject to EU GDPR pursuant to Article 3(2), the Company will appoint an EU Representative under Article 27 EU GDPR before actively offering services to EEA users or otherwise where legally required. Until then, EEA data subjects and supervisory authorities may contact the Company directly at: [privacy@swcsmart.com](mailto:privacy@swcsmart.com). EU Representative: to be appointed before publication for EEA-targeted use.

В той мере, в которой Компания подпадает под действие EU GDPR по ст. 3(2), Компания назначит EU Representative по ст. 27 EU GDPR до начала активного

предложения услуг пользователям из ЕЭЗ или в иных случаях, когда это требуется по закону. До назначения EU Representative Компания не осуществляет активное таргетированное предложение услуг пользователям из ЕЭЗ. До назначения субъекты данных из ЕЭЗ и надзорные органы могут обращаться напрямую: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

#### 1.4. Applicable law

- UK GDPR and UK DPA 2018 — users from UK.
- EU GDPR 2016/679 — users from EC and ЕЭЗ.
- PECR 2003 — cookies and electronic communications.
- Vietnam Decree 13/2023/ND-CP — users from Vietnam.
- Other applicable laws of the users' jurisdictions.

#### 1.5. Language Priority

This Privacy Policy is drafted in the English language. The English version shall prevail to the extent permitted by applicable law. Translations into Russian and Vietnamese are provided for convenience and accessibility. Nothing in this clause limits any mandatory privacy, data protection or consumer protection rights, including requirements for transparency, fairness, clarity or language accessibility under applicable local law.

Политика составлена на английском языке. Английская версия имеет приоритет в допустимой законом степени. Переводы предоставляются для удобства и доступности. Ничто в настоящем пункте не ограничивает обязательные права в области конфиденциальности и защиты данных, включая требования к прозрачности и доступности условий.

## 2. WHAT PERSONAL DATA WE COLLECT

### 2.1. The data that you provide directly

#### During registration:

- Full name. Email. Country of residence. Phone number (optional). Language. Password (encrypted).

#### When buying:

- Transaction history (without card details). Crypto wallet address (if enabled). Country of payment.

#### When participating in the Referral Program:

- Details for payment. KYC documents for AML thresholds.

#### UGC (user-generated content):

- Tasks, answers, comments, messages. Webinar recordings (upon notification).

*Users shall not include personal information of third parties in UGC.*

### 2.2. Data collected automatically

- IP (can be anonymized). Browser, OS, device. Pages viewed. Course progress. Cookies (consent required). Referral ID.

## 2.3. Data from third parties

- AML/CFT and saction screening. Payment status from PSP. KYC verification.

## 2.4. Special categories

Are not processed. Exception: KYC photo documents — only on the basis of a legal obligation (AML/CFT).

## 3. LEGAL BASIS FOR PROCESSING (art. 6 of UK GDPR / EU GDPR)

| Objective                       | Data                    | Grounds                           | Note                     |
|---------------------------------|-------------------------|-----------------------------------|--------------------------|
| Registration and account        | Name, email, country    | Contract 6(1)(b)                  | Mandatory                |
| Payments                        | Transaction history     | Contract 6(1)(b)                  | PSP and crypto           |
| Access to Courses               | Email, progress         | Contract 6(1)(b)                  | Main functionality       |
| Referral payments               | Details, KYC            | Contract 6(1)(b)                  | Referral program         |
| AML/KYC                         | Documents, transactions | Liability 6(1)(c)                 | UK MLR 2017              |
| Sanction screening              | Name, country, payment  | Liability 6(1)(c)                 | UK Sanctions Act 2018    |
| Tax accounting                  | Payment history         | Liability 6(1)(c)                 | HMRC                     |
| Fraud prevention                | IP, device              | Legitimate interest 6(1)(f) — LIA | Right to object          |
| Safety                          | Logs, IP                | Legitimate interest 6(1)(f) — LIA | Right to object          |
| Platform Improvement            | Anonymized              | Legitimate interest 6(1)(f) — LIA | Anonymized               |
| Marketing to existing customers | Email, history          | Legitimate interest 6(1)(f) — LIA | Absolute right to object |
| Marketing (new)                 | Email                   | Consent 6(1)(a)                   | Refuses                  |
| Analytical cookies              | IP, behavior            | Consent 6(1)(a)                   | Banner                   |
| Marketing cookies               | IP, cookies             | Consent 6(1)(a)                   | Only the explicit        |

|                         |                |                                 |                      |
|-------------------------|----------------|---------------------------------|----------------------|
| Complaints and disputes | Correspondence | Legitimate interest / Liability | Protection of rights |
|-------------------------|----------------|---------------------------------|----------------------|

*The LIA is carried out for each purpose on the basis of Art. 6(1)(f). Request: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)*

## 4. HOW WE USE DATA

Strictly for the purposes of Section 3:

- Account and access to Courses. Processing of payments. Referral payments. Transaction notices. Security and AML. Marketing — only with consent/interest. Responses to requests from authorities.

## 5. DATA TRANSFER TO THIRD PARTIES

### 5.1. General principle

We do not sell data. Transfer only to the extent necessary.

### 5.2. Categories of processors

| Processor / Category                  | Data category           | Objective            | Jurisdiction / Mechanism  |
|---------------------------------------|-------------------------|----------------------|---------------------------|
| PSP (Stripe or equivalent)            | Payment data            | Card payments        | EU/UK — SCCs / IDTA       |
| Crypto provider (if included)         | Email, amount, wallet   | Crypto transactions  | UK/EU — SCCs / IDTA       |
| Email platform (Mailchimp/SendGrid)   | Email, name, history    | Newsletters          | US — SCCs / IDTA (UK)     |
| CRM (HubSpot or equivalent)           | Email, history          | CRM, funnel, support | US — SCCs / IDTA          |
| Support (Intercom or equivalent)      | Email, chats, device    | Online support       | US — SCCs / IDTA          |
| Google Analytics 4 (consent required) | IP anonymized, behavior | Analytics            | US — SCCs / EU-US DPF     |
| Meta Pixel (consent required)         | IP, cookies             | Retargeting          | US — SCCs / IDTA          |
| Hosting (AWS/GCP or equivalent)       | All data                | Hosting              | EU/UK or US — SCCs / IDTA |

|                                                            |                            |                                                                        |                                           |
|------------------------------------------------------------|----------------------------|------------------------------------------------------------------------|-------------------------------------------|
| LMS engine                                                 | Account, progress, UGC     | Training functionality                                                 | EU/UK or US — SCCs / IDTA                 |
| Vietnamese hosting / local storage (where required by law) | Data from Vietnamese users | Compliance with Decree 13 localization requirements (where applicable) | Vietnam — if there is a legal requirement |

The Company enters into Data Processing Agreements (DPA) or equivalent contractual safeguards with processors where required by Article 28 of UK GDPR / EU GDPR. Transfers to countries without adequate protection are made under SCCs / UK IDTA.

The Company concludes a DPA with all processors pursuant to Article 28 of UK/EU GDPR. Transfer without sufficient protection — only with SCCs / UK IDTA.

### 5.3. Public Authorities

If legally required — the minimum required volume. If there is no prohibitions — we will notify you.

### 5.4. Reorganization

In case of merger or sale of assets — prior notification to users.

## 6. INTERNATIONAL TRANSFERS OF PERSONAL DATA

### 6.1. General Provisions

Data may be transferred outside the UK and EU, including to the US, which may not provide an equivalent level of protection.

### 6.2. Mechanisms — UK users

— UK IDTA (ICO). UK adequacy resolutions. EU SCCs as may be relevant.

### 6.3. Mechanisms — EU users

— EU SCCs (UC Resolution 2021/914). EU adequacy resolutions. TOM according to the TIA results.

### 6.4. USA

Number of processors in US. Transfer — EU SCCs / UK IDTA. Some providers participate in the EU–US Data Privacy Framework.

### 6.5. Data of Vietnamese users (Decree 13/2023/ND-CP)

The Company will comply with applicable requirements of Vietnam Decree 13/2023/ND-CP where such requirements apply to its processing of Vietnamese users' personal data, including: (i) preparing required Personal Data Processing Impact Assessment Dossiers and Cross-Border Data Transfer Impact Assessment Dossiers; (ii) implementing required notices, consents and safeguards; (iii) arranging local storage of personal data of Vietnamese users where legally required, before processing such data in the relevant

manner; (iv) making required dossiers available to the Ministry of Public Security (Bộ Công an) upon legitimate request. Vietnamese users may exercise their rights under Decree 13/2023/ND-CP — including rights of access, correction, deletion, restriction, withdrawal of consent and compensation — by contacting: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

Компания будет соблюдать применимые требования Decree 13/2023/ND-CP в той мере, в которой они применимы к обработке персональных данных вьетнамских пользователей, включая: (i) подготовку необходимых досье об оценке воздействия обработки и трансграничной передачи данных; (ii) реализацию необходимых уведомлений, согласий и гарантий; (iii) обеспечение локального хранения данных вьетнамских пользователей там, где это требуется по закону, до начала такой обработки; (iv) предоставление досье Министерству общественной безопасности (Bộ Công an) по законному запросу. Вьетнамские пользователи могут реализовать свои права по Decree 13/2023, включая право на доступ, исправление, удаление, ограничение и компенсацию, обратившись: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

## 6.6. Russia, Kazakhstan, Ukraine

Russia: The Company is aware of Federal Law No. 152-FZ localisation requirements. Primary storage is on servers in the EEA/UK. The Company does not specifically target the Russian market; however, the Russian-language subdomain is accessible from Russia. If the volume of Russian users becomes material, the Company will assess its obligations under FZ-152. Kazakhstan: Appropriate contractual and technical safeguards in line with Law No. 94-V. Ukraine: Appropriate safeguards in line with Law No. 2297-VI.

Russia: The Company is aware of Federal Law No. 152. Storage — on servers in the EEA/UK. There is no specific RF targeting, however, the RU subdomain is available. With a significant number of Russian users — assessment of obligations. Kazakhstan and Ukraine: appropriate contractual safeguards apply.

## 6.7. Transfer Impact Assessments (TIA)

For all transfers outside UK/EEA, the Company carries out or commissions Transfer Impact Assessments / Transfer Risk Assessments in accordance with ICO guidance and applicable SCCs / IDTA. Where TIAs are completed, redacted copies may be provided upon reasonable written request to: [privacy@swcsmart.com](mailto:privacy@swcsmart.com). TIAs are reviewed periodically and upon change in circumstances.

TIA/TRA are carried out for all transfers outside the UK/EEA. Edited copies — upon written request: [privacy@swcsmart.com](mailto:privacy@swcsmart.com).

# 7. COOKIES AND TRACKING TECHNOLOGIES

## 7.1. What cookies are

Cookies are files stored on your device when you visit the Platform. A detailed list of all cookies, their providers, purposes and retention periods are specified in a separate Cookie Policy: <https://swcsmart.com/legal/cookie-policy>

## 7.2. Pre-consent — mandatory requirement

Non-essential analytics, advertising pixels, tags and similar tracking technologies are NOT loaded until the User has given valid, freely given, specific, informed and unambiguous consent through the cookie banner. Pre-ticked boxes and implied consent do not constitute valid consent under PECR and UK GDPR. Only strictly necessary cookies are loaded without consent, as they are exempt under Regulation 6(4) PECR.

Non-essential cookies and pixels are NOT uploaded until explicit consent is given through the cookie banner. Pre-selected checkboxes do not constitute consent. Strictly necessary cookies are uploaded without consent and are exempt from the requirements of PECR Reg 6(4).

### 7.3. Categories and Grounds

#### Strictly necessary (without consent — PECR Reg. 6(4) exemption):

- Authorization session. CSRF protection. Interface language. Cookie preferences. Order session.

#### Analytical (separate explicit consent required):

- Google Analytics 4 (IP anonymized). Consent can be given independently of marketing cookies.

#### Marketing (separate explicit consent required):

- Meta Pixel / Facebook Ads. Google Ads / GTM. Consent can be given independently of analytical cookies.

Consent is collected on a granular basis — the User may accept or reject each category of non-essential cookies independently. Consent may be withdrawn at any time by clicking "Cookie Settings" in the footer of any page or by clearing cookies in the browser. Withdrawal of consent does not affect the lawfulness of processing before withdrawal.

Consent is collected separately by category — the User can accept or reject each category of non-essential cookies independently. Согласие может быть отозвано в любой момент через «Настройки cookies» в футере или путём очистки cookies в браузере. Отзыв согласия не влияет на законность обработки до отзыва.

### 7.4. Detailed information

Complete list of cookies, providers, exact retention periods, and management instructions: <https://swcsmart.com/legal/cookie-policy>

## 8. STORAGE TERMS

| Category               | Term             | Grounds                 |
|------------------------|------------------|-------------------------|
| Account details        | Period + 3 years | Legitimate interest     |
| Payment history        | 7 years          | HMRC / UK Companies Act |
| KYC-documents          | 5 years          | UK MLR 2017             |
| AML-data               | 5 years          | UK MLR 2017, POCA 2002  |
| Safety logs            | 12 months        | legitimate interest     |
| Progress, certificates | Period + 1 year  | Contract                |
| UGC                    | Period + 1 year  | Contract                |

|                         |                           |                       |
|-------------------------|---------------------------|-----------------------|
| Marketing subscriptions | Till withdrawal / 3 years | Consent / interest    |
| Analytical cookies      | Up to 2 years             | Consent               |
| Support correspondence  | 3 years                   | Legitimate interest   |
| Sanction screening      | 5 years                   | UK Sanctions Act 2018 |

Upon expiration of the terms — destruction or anonymization. In case of proceedings — the term is extended.

## 9. SECURITY

### 9.1. Technical measures

- TLS 1.2/1.3. Password encryption (bcrypt). Minimum of rights. Monitoring. PCI DSS PSP.

### 9.2. Organizational measures

- Access only for authorized persons. Training. DPA with developers. Audit.

### 9.3. Leak notification

- ICO (UK) — 72 h. EU supervisory authority — on time. Users — in case of high risk.

Inform: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

## 10. YOUR RIGHTS

### 10.1. Table of rights

| Right                             | Content                                                    | How to exercise                                                                 |
|-----------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------|
| Access (Art. 15)                  | Copy of data + information on processing                   | <a href="mailto:privacy@swcsmart.com">privacy@swcsmart.com</a>                  |
| Correction (Art. 16)              | Correct inaccuracies                                       | <a href="mailto:privacy@swcsmart.com">privacy@swcsmart.com</a> / Личный кабинет |
| Deletion (Art. 17) — see cl. 10.2 | Deletion if there are grounds; restrictions on AML storage | <a href="mailto:privacy@swcsmart.com">privacy@swcsmart.com</a>                  |
| Limitation (Art. 18)              | Limit the processing                                       | <a href="mailto:privacy@swcsmart.com">privacy@swcsmart.com</a>                  |
| Portability (Art. 20)             | Machine-readable data                                      | <a href="mailto:privacy@swcsmart.com">privacy@swcsmart.com</a>                  |

|                                |                                                                      |                                     |
|--------------------------------|----------------------------------------------------------------------|-------------------------------------|
| Objection (Art. 21)            | Marketing — an absolute right; legitimate interest — with assessment | privacy@swcsmart.com / «Отписаться» |
| Withdrawal of consent (Art. 7) | Marketing and cookies                                                | Personal Account / Unsubscribe      |
| Complaint                      | Supervisory authority                                                | ico.org.uk / local EU authority     |

To exercise rights: privacy@swcsmart.com. Response time — 30 days, complex cases — up to 90 days with notice.

## 10.2. Right to delete — important limitations

Right to delete (Art. 17) applies if there are grounds for it. It does NOT apply to data that the Company is required to keep by law:

- AML/KYC data and referral transaction data – 5 years (UK MLR 2017, POCA 2002).
- History of payments — 7 years (HMRC / UK Companies Act).
- Sanction screening — 5 years (UK Sanctions Act 2018).
- Data for pending proceedings.

In particular, data relating to Referral rewards, transactions and KYC/AML records cannot be deleted while legal retention obligations apply (typically 5–7 years). Such data will be restricted to compliance purposes only. The Company will inform the User if an erasure request cannot be fully satisfied and will advise on the right to complain to the ICO or relevant supervisory authority.

Referral payment, KYC, and AML data cannot be deleted during the mandatory storage periods. Such data is limited solely to compliance purposes. The user will be notified of the limitations and retains the right to complain.

## 10.3. Right to object — absolute right

**The right to object to DIRECT MARKETING (Art. 21(3) UK GDPR) is absolute. The Company is obliged to immediately stop processing upon receipt of an objection. privacy@swcsmart.com or "Unsubscribe".**

## 10.4. DSAR — requests processing procedure

1. Confirmation of receipt — 3 working days.
2. Identification of the applicant (if necessary).
3. Response time — 30 days; extension up to 90 days with notice.
4. Format — structured, machine-readable, free of charge.

In case of obviously unreasonable requests, collection or refusal is possible, indicating the reasons and the right to complain. The company maintains a DSAR registry.

## 10.5. Right for complaint

- UK: ICO — ico.org.uk | 0303 123 1113.
- EU: supervisory authority of the country of residence.
- Vietnam: Bộ Công an or Bộ Thông tin và Truyền thông.

## 10.6. Rights of Vietnamese Users (Decree 13/2023)

The right to know; consent and its withdrawal; access, correction, deletion; restriction of processing; compensation for damages.

Requests: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

## 11. MARKETING COMMUNICATIONS

### 11.1. Grounds

- Explicit consent. Soft opt-in for existing customers (PECR Rule 22).

Soft opt-in (legitimate interests for direct marketing to existing customers) is used only where: (i) the User's email was collected in the context of a sale or negotiation for a sale of similar educational products or services; (ii) the User was given a clear and free opportunity to opt out at the time of collection and in every subsequent marketing communication; (iii) every marketing email includes a simple, one-click unsubscribe mechanism that processes the opt-out within 10 working days. Soft opt-in does not apply to third-party or affiliate marketing, which requires explicit consent.

Soft opt-in (legitimate interest for marketing to existing customers) applies only if all of the following conditions are met: (i) the email was received in the context of the sale or negotiation of the sale of similar educational products; (ii) the user was given a clear opportunity to opt out when collecting the email and in each subsequent email; (iii) each marketing email contains a simple one-click unsubscribe link.

### 11.2. How to unsubscribe

- Unsubscribe in the email. Personal Account → Notices. [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

Unsubscription — 10 business days. Transactional notifications are ongoing.

### 11.3. Profiling

Limited — for personalization. A non-automated decision with legal consequences. Right to object at any time.

## 12. DATA OF MINORS

Platform for people 18+.

The Company is aware of the UK Age Appropriate Design Code (Children's Code, ICO). Age self-declaration (18+) is required at registration. If a User is found to be under 18, data will be deleted and the account terminated without delay.

Компания осведомлена о UK Age Appropriate Design Code (ICO). При выявлении пользователя моложе 18 лет — данные удаляются, аккаунт закрывается. Inform: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

## 13. AUTOMATED DECISION-MAKING

There is no automated decision-making with significant legal consequences (Art. 22 UK GDPR). AML and sanctions screening are automated, but the final decision on blocking is made by a Company employee.

If you disagree with the decision: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

## 14. AMENDMENTS

In case of material changes — 14 days' notice. Current version: <https://swcsmart.com/legal/privacy-policy>

## 15. ACCOUNTABILITY (Art. 5(2) UK GDPR)

In accordance with the accountability principle under Art. 5(2) of the UK GDPR, the Company maintains the necessary internal documentation to demonstrate compliance with data protection requirements.

The Company maintains compliance documentation as required under Article 5(2) UK GDPR, including records of processing activities, lawful basis assessments, transfer impact assessments and data breach procedures. This documentation is maintained for internal compliance purposes and is made available to supervisory authorities (including the ICO) upon legitimate request. Summaries of specific documents (such as LIA summaries) may be provided to data subjects upon reasonable written request to: [privacy@swcsmart.com](mailto:privacy@swcsmart.com), provided that such disclosure does not prejudice the Company's legitimate interests, trade secrets or legal obligations.

Compliance documentation shall be maintained for internal purposes and is provided to supervisory authorities (including ICOs) upon legitimate request. Summaries of individual documents (in particular, the LIA) are available to data subjects upon written request to [privacy@swcsmart.com](mailto:privacy@swcsmart.com), provided that such disclosure does not violate the legitimate interests, commercial secrets or legal obligations of the Company.

## 16. CONTACT DETAILS

The Controller: INLD LIMITED (SWC Smart)

Company number: 12040493 (England and Wales, UK)

Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB

Privacy Contact: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

EU Representative: to be appointed before active EEA-targeted offering. Until appointment, the Company does not actively target EEA users. EEA users may contact: [privacy@swcsmart.com](mailto:privacy@swcsmart.com)

Support: [support@swcsmart.com](mailto:support@swcsmart.com)

Legal issues: [legal@swcsmart.com](mailto:legal@swcsmart.com)

Web: <https://swcsmart.com>

ICO (UK): [ico.org.uk](https://ico.org.uk) | 0303 123 1113

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*Revision 7 (FINAL). Date: April 2025*

Current version: <https://swcsmart.com/legal/privacy-policy>

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