

# SWC Smart

## PRIVACY POLICY

(Privacy Policy) — v8 FINAL · INLD LIMITED

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

Edition 8 (FINAL · INLD LIMITED). Date: April 2025

*This edition v8 adds clause 6.6 and a row in section 5 table (Financial Foundation tool). All other provisions remain unchanged from v7 FINAL.*

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

- Company: INLD LIMITED
- Trading name: "SWC Smart"
- Company number: 12040493 (Companies House, England and Wales)
- Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB
- Privacy Contact: smart@swcfield.com
- Support: smart@swcfield.com
- Website: <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.

### 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: smart@swcfield.com.

### 1.4. Applicable law

- UK GDPR and UK DPA 2018 — UK users.
- EU GDPR 2016/679 — EU and EEA users.
- PECR 2003 — cookies and electronic communications.

- Vietnam Decree 13/2023/ND-CP — Vietnamese users.
- Other applicable norms of user 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.

## 2. WHAT PERSONAL DATA WE COLLECT

### 2.1. Data you provide directly

#### At registration:

- Name, email, country, phone (optional), language, password (encrypted).

#### At purchase:

- Transaction history (no card data). Crypto wallet address (if enabled). Payment country.

#### In the Referral Programme:

- Payment details. KYC documents at AML thresholds.

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

- Assignments, answers, comments, messages. Webinar recordings (with notice).

### 2.2. Data collected automatically

- IP (may be anonymised). Browser, OS, device. Pages viewed. Course progress. Cookies (with consent). Referral ID.

### 2.3. Data from third parties

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

### 2.4. Special categories

Not processed. Exception: KYC photo documents — only under legal obligation (AML/CFT).

## 3. LEGAL BASES FOR PROCESSING (Art. 6 UK GDPR / EU GDPR)

| Purpose                  | Data                 | Legal basis      | Note           |
|--------------------------|----------------------|------------------|----------------|
| Registration and account | Name, email, country | Contract 6(1)(b) | Mandatory      |
| Payments                 | Transaction history  | Contract 6(1)(b) | PSP and crypto |

| Purpose                         | Data                       | Legal basis                          | Note                     |
|---------------------------------|----------------------------|--------------------------------------|--------------------------|
| Course access                   | Email, progress            | Contract 6(1)(b)                     | Core functionality       |
| Referral payouts                | Details, KYC               | Contract 6(1)(b)                     | Referral programme       |
| AML/KYC                         | Documents, transactions    | Obligation 6(1)(c)                   | UK MLR 2017              |
| Sanctions screening             | Name, country, payment     | Obligation 6(1)(c)                   | UK Sanctions Act 2018    |
| Tax reporting                   | Payment history            | Obligation 6(1)(c)                   | HMRC                     |
| Fraud prevention                | IP, device                 | Legitimate interest 6(1)(f)<br>— LIA | Right to object          |
| Security                        | Logs, IP                   | Legitimate interest 6(1)(f)<br>— LIA | Right to object          |
| Platform improvement            | Anonymised                 | Legitimate interest 6(1)(f)<br>— LIA | Anonymised               |
| Marketing to existing customers | Email, history             | Legitimate interest 6(1)(f)<br>— LIA | Absolute right to object |
| Marketing (new users)           | Email                      | Consent 6(1)(a)                      | Revocable                |
| Analytics cookies               | IP, behaviour              | Consent 6(1)(a)                      | Banner                   |
| Marketing cookies               | IP, cookies                | Consent 6(1)(a)                      | Explicit only            |
| Complaints and disputes         | Correspondence             | Legitimate interest /<br>Obligation  | Rights protection        |
| "Financial Foundation" tool     | Email, user financial data | Contract 6(1)(b)                     | Additional course tool   |

LIA conducted for each legitimate interest purpose. Request: [smart@swcfield.com](mailto:smart@swcfield.com)

## 4. HOW WE USE DATA

Strictly for the purposes in section 3:

- Account and Course access. Payment processing. Referral payouts. Transactional notifications. Security and AML. Marketing — only with consent/interest. Responding to authority requests.

## 5. SHARING DATA WITH THIRD PARTIES

### 5.1. General principle

We do not sell data. Sharing — only to the extent necessary.

### 5.2. Processor categories

| Processor / Category                                | Data                       | Purpose                           | Jurisdiction / Mechanism         |
|-----------------------------------------------------|----------------------------|-----------------------------------|----------------------------------|
| PSP (Stripe or equivalent)                          | Payment data               | Card payments                     | EU/UK — SCCs / IDTA              |
| Crypto provider (if enabled)                        | Email, amount, wallet      | Crypto transactions               | UK/EU — SCCs / IDTA              |
| Email platform (Mailchimp/SendGrid)                 | Email, name, history       | Mailings                          | 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 (with consent)                   | Anonymised IP, behaviour   | Analytics                         | US — SCCs / EU-US DPF            |
| Meta Pixel (with consent)                           | 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     | Learning functionality            | EU/UK or US — SCCs / IDTA        |
| "Financial Foundation" — course tool service        | Email, user financial data | Course tool hosting               | EU/UK — SCCs / IDTA              |
| Vietnamese hosting / local storage (where required) | Vietnamese users' data     | Decree 13 localisation compliance | Vietnam — where legally required |

The Company enters into Data Processing Agreements (DPA) with processors under Article 28 UK GDPR / EU GDPR. Transfers without adequate protection are made under SCCs / UK IDTA.

### 5.3. Government authorities

Upon lawful request — minimum necessary. If not prohibited — we will notify you.

### 5.4. Reorganisation

In the event of merger or asset sale — prior notice to users.

## 6. INTERNATIONAL DATA TRANSFERS

### 6.1. General

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

### 6.2. Mechanisms — UK users

- UK IDTA (ICO). UK adequacy decisions. EU SCCs where applicable.

### 6.3. Mechanisms — EU users

- EU SCCs (Commission Decision 2021/914). EU adequacy decisions. TOMs based on TIA.

### 6.4. USA

Certain processors are in the USA. Transfers under EU SCCs / UK IDTA. Some providers participate in the EU–US Data Privacy Framework.

### 6.5. Vietnamese users' data (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 impact assessment dossiers; (ii) implementing required notices, consents and safeguards; (iii) arranging local storage where legally required; (iv) making dossiers available to the Ministry of Public Security (Bộ Công an) upon legitimate request. Vietnamese users may exercise their rights by contacting: smart@swcfield.com

### 6.6. "Financial Foundation" tool

Upon completion of the "Personal Finance" course, the User is granted access to the "Financial Foundation" service — a personal finance tracking account hosted on the Company's server infrastructure.

The Company processes the following personal data within the service:

- email address (used as account identifier);
- password (stored in hashed form only; the Company has no access to the original password);
- financial data voluntarily entered by the User: income, expenses, debts, savings and other information the User chooses to record in the account.

Data is processed solely for the purpose of providing the service functionality and is not shared with third parties for commercial, marketing or any other purposes. Legal basis: performance of a contract (Article 6(1)(b) UK GDPR).

Financial data entered by the User is treated as particularly sensitive. The Company applies technical and organisational security measures appropriate to the risk level.

Data is retained until the User deletes their account or the service is closed. The User may at any time:

- request deletion of their data from the "Financial Foundation" service by contacting: smart@swcfield.com;
- request export of their data in a machine-readable format (right to data portability, Article 20 UK GDPR).

*The service interface states: "Data is stored on a secure server and is not shared with third parties." This is consistent with the actual processing described in this clause.*

### 6.7. Russia, Kazakhstan, Ukraine

Russia: The Company is aware of Federal Law No. 152-FZ localisation requirements. Primary storage is in the EEA/UK. The Company does not specifically target the Russian

market. If the volume of Russian users becomes material, the Company will assess its obligations. Kazakhstan and Ukraine: appropriate contractual safeguards apply.

## 6.8. Transfer Impact Assessments (TIA)

For all transfers outside UK/EEA, the Company carries out Transfer Impact Assessments in accordance with ICO guidance and applicable SCCs / IDTA. Redacted copies available upon written request to: [smart@swcfield.com](mailto:smart@swcfield.com).

## 7. COOKIES AND TRACKING TECHNOLOGIES

### 7.1. What are cookies

Cookies are files on the device when visiting the Platform. Full list of cookies, providers, purposes and retention periods: [https://en.swcsmart.com/wp-content/uploads/2026/10/INLD\\_CookiePolicy\\_EN.pdf](https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_CookiePolicy_EN.pdf)

### 7.2. Pre-consent 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.

### 7.3. Categories

#### Strictly necessary (no consent required — PECR Reg. 6(4) exemption):

- Session, CSRF, language, cookie preferences, order session.

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

- Google Analytics 4 (IP anonymised). May be accepted independently of marketing cookies.

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

- Meta Pixel / Facebook Ads. Google Ads / GTM.

Consent is granular — each category may be accepted or rejected independently. Consent may be withdrawn at any time via "Cookie Settings" in the footer or by clearing browser cookies.

### 7.4. Full information

Full cookie list, providers, retention periods: [https://en.swcsmart.com/wp-content/uploads/2026/10/INLD\\_CookiePolicy\\_EN.pdf](https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_CookiePolicy_EN.pdf)

## 8. RETENTION PERIODS

| Category                    | Retention                  | Basis                   |
|-----------------------------|----------------------------|-------------------------|
| Account data                | Term + 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  |
| Security logs               | 12 months                  | Legitimate interest     |
| Progress, certificates      | Term + 1 year              | Contract                |
| UGC                         | Term + 1 year              | Contract                |
| Marketing subscriptions     | Until withdrawal / 3 years | Consent / interest      |
| Analytics cookies           | Up to 2 years              | Consent                 |
| Support correspondence      | 3 years                    | Legitimate interest     |
| Sanctions screening         | 5 years                    | UK Sanctions Act 2018   |
| "Financial Foundation" data | Until account deletion     | Contract 6(1)(b)        |

Upon expiry — destruction or anonymisation. In proceedings — period extended.

## 9. SECURITY

### 9.1. Technical measures

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

### 9.2. Organisational measures

- Access to authorised personnel only. Training. DPA with processors. Audit.

### 9.3. Breach notification

- ICO (UK) — 72h. EU supervisory authority — in time. Users — at high risk.
- Report: smart@swcfield.com

## 10. YOUR RIGHTS

### 10.1. Rights table

| Right            | Content                               | How to exercise    |
|------------------|---------------------------------------|--------------------|
| Access (Art. 15) | Copy of data + processing information | smart@swcfield.com |

| Right                     | Content                                                           | How to exercise                       |
|---------------------------|-------------------------------------------------------------------|---------------------------------------|
| Rectification (Art. 16)   | Correct inaccuracies                                              | smart@swcfield.com / Personal Account |
| Erasure (Art. 17)         | Deletion where grounds exist; AML retention limits                | smart@swcfield.com                    |
| Restriction (Art. 18)     | Restrict processing                                               | smart@swcfield.com                    |
| Portability (Art. 20)     | Data in machine-readable format                                   | smart@swcfield.com                    |
| Objection (Art. 21)       | Marketing — absolute right; legitimate interest — with assessment | smart@swcfield.com / "Unsubscribe"    |
| Withdraw consent (Art. 7) | Marketing and cookies                                             | Personal Account / "Unsubscribe"      |
| Complaint                 | Supervisory authority                                             | ico.org.uk / local EU authority       |

To exercise rights: smart@swcfield.com. Response — 30 days; complex — up to 90 days with notice.

## 10.2. Right to erasure — important limitations

The right to erasure (Art. 17) applies where grounds exist. It does NOT apply to data the Company is legally required to retain:

- AML/KYC data and referral transaction data — 5 years (UK MLR 2017, POCA 2002).
- Payment history — 7 years (HMRC / UK Companies Act).
- Sanctions screening — 5 years (UK Sanctions Act 2018).
- Data for ongoing proceedings.

## 10.3. Right to object — absolute right

The right to object to DIRECT MARKETING (Art. 21(3) UK GDPR) is absolute. The Company must immediately cease processing upon receiving an objection. smart@swcfield.com or "Unsubscribe".

## 10.4. DSAR processing

1. Acknowledgement — 3 business days.
2. Identification of applicant (if necessary).
3. Response — 30 days; extension to 90 days with notice.
4. Format — structured machine-readable, free of charge.

## 10.5. Right to complain

- 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)

Right to know; consent and withdrawal; access, rectification, deletion; restriction of processing; compensation. Requests: smart@swcfield.com

## 11. MARKETING COMMUNICATIONS

### 11.1. Bases

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

Soft opt-in is used only where: (i) email was collected in the context of a sale of similar products; (ii) the User was given opportunity to opt out at collection and in each subsequent communication; (iii) every marketing email includes a one-click unsubscribe.

### 11.2. How to unsubscribe

- "Unsubscribe" in email. Personal Account → "Notifications". smart@swcfield.com

Unsubscribe — 10 business days. Transactional notifications continue.

### 11.3. Profiling

Limited — for personalisation. Not automated decision-making with legal consequences. Right to object at any time.

## 12. MINORS' DATA

Platform for persons 18+.

The Company is aware of the UK Age Appropriate Design Code. Age self-declaration (18+) required at registration. If a User is found to be under 18, data will be deleted and account terminated. Report: smart@swcfield.com

## 13. AUTOMATED DECISION-MAKING

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: smart@swcfield.com

## 14. CHANGES

Material changes — 14 days' notice. Current version: [https://en.swcsmart.com/wp-content/uploads/2026/10/INLD\\_PrivacyPolicy\\_v8\\_EN.pdf](https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_PrivacyPolicy_v8_EN.pdf)

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

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 may be provided to data subjects upon reasonable written request to: [smart@swcfield.com](mailto:smart@swcfield.com), provided that such disclosure does not prejudice the Company's legitimate interests, trade secrets or legal obligations.

## 16. CONTACT INFORMATION

Controller: INLD LIMITED ("SWC Smart")

Company number: 12040493 (England and Wales, UK)

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

Privacy Contact: [smart@swcfield.com](mailto:smart@swcfield.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: [smart@swcfield.com](mailto:smart@swcfield.com)

Support: [smart@swcfield.com](mailto:smart@swcfield.com)

Legal: [smart@swcfield.com](mailto:smart@swcfield.com)

Website: <https://swcsmart.com>

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

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*Edition 8 (FINAL · INLD LIMITED). Date: April 2025*

Current version: [https://en.swcsmart.com/wp-content/uploads/2026/10/INLD\\_PrivacyPolicy\\_v8\\_EN.pdf](https://en.swcsmart.com/wp-content/uploads/2026/10/INLD_PrivacyPolicy_v8_EN.pdf)

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