

Privacy Policy - Yora Settlements

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Introduction

Yora Settlements is a financial technology business and deals with exchange and transfer of cash and non-cash assets, some in the form of cryptocurrency. Yora deals with currencies including fiat money and cryptocurrencies. Yora is not legally allowed to offer investment products or financial advice, however it acts as a medium to acquire and dispose of capital assets. Yora is not liable for capital losses from customers investing in particular assets, however it is liable for the service of exchange and transfer it provides to its customers.

Yora Settlements considers data protection to be of great importance in our business, this is including but not limited to the need for transactions to be private and the privacy and security of a user's personal information.

Please note that by signing up to Yora Settlements you agree to the privacy policy. The privacy policy will be updated in the future and you are responsible for keeping up-to-date with any changes.

Definitions

- Yora Settlements: This is the business name and will hereby be shortened to “Yora” for the remainder of the document. Yora is a business trading as MAXCOIN Pty. Ltd. (ABN: 99642601992)
- The platform: This is any system that Yora uses to conduct its business operations. This includes, but is not limited to, all of Yora’s websites, its trading and settlement systems, accounting practices, products and any interaction with a Yora employee.
- Products: Any service or physical products provided by Yora to a customer. A service can be free or paid.
- Customer: This is a person who has made contact with Yora or is signed-up on the Yora platform. A customer who has signed up to the platform must agree with these terms and conditions.
- Communications: Any form of communication on any medium where the customer communicates with Yora, one of its staff members or automated system (eg, submitting a form on the Yora platform).
- Contacts: A customers contact list on the Yora platform. This includes simply the user ID of the users which the customer has wished to save for later use.
- Account: This refers to your overall Yora profile that is listed on the Yora platform. It is the collection of information that identifies you to Yora, the balances of currency and assets listed on the platform, any trades, transactions or settlements that you have made, any information that logs your activity of using the Yora platform and any additional information that Yora keeps about your profile.
- Transaction: This refers to the transfer of a single asset class from one customer to another customer.
- Trade: This refers to the acquisition of one asset class in return for the disposal of a different asset class. The simplest form of a trade consists of a transaction of acquisition from a seller to the buyer and then a transaction of disposal from the buyer to the seller.
- Trade order: A contract which reserves a set of assets for a trade. A trade order can be a buying (acquisition) or a selling (disposal) order and tracks some amount of one asset to be bought or sold at a particular price. A trade order will reserve the asset and will charge a fee when the order is filled by another trade order.
- Listing: This refers to an asset’s right to be used, exchanged, transferred, advertised and to referenced on the Yora platform. Listed assets include any asset class that appears on the Yora platform.

- Market: This refers to the place where two different assets are traded. Each trade occurs within a particular market.
- Trading commission: A portion of the sum value of a filled trade that is returned to Yora as a fee for using its services. The current trading commission is 0.5% per trade charged to each customer involved in the trade and applied to the total amount of asset that is being used to purchase another asset.
- Fee: A debit from a customer's account to Yora which is from the proceeds of a service which the customer must pay for.
- AML: Anti-money-laundering. Refers to the act of preventing or reporting the processing of assets domestically in Australia and globally from the proceeds of crime through the Yora platform in order to legitimise or cover up the fact that the money was from such a source.
- CTF: Counter-terrorism-financing. Refers to the act of preventing or reporting the processing of assets through the Yora platform with the purpose of financing terrorist organisations or entities with intent of committing terrorism offences both domestically in Australia and globally.
- KYC: Know-your-customer. The process Yora uses to identify its customers and obey AML/CTF laws.
- AML/CTF laws: The Australian laws that govern the processing and reporting of transactions that hold suspicion of being associated with criminal money laundering or terrorism financing. It also concerns itself with identifying customers of businesses that come under the law.
- Marketing: Also known as sales promotion. The act of Yora participating in an event that aims to increase brand awareness, get a message out to a large audience or provide an incentive for customer loyalty.

General Policy

- Anything you do, give to, or save on Yora may be saved for at least 7 years. Includes but is not limited to:
 - The information you submit to verify your identity during KYC processes
 - Any transactions you perform on the Yora platform
 - Any trades you perform on the Yora platform
 - Any communications on any medium between yourself and Yora
 - Any forms you submit on the Yora platform
- Any data you submit to Yora's platform is the intellectual property of Yora.
- KYC AML/CTF information you provide will only be accessible by Yora and third parties that relate to law enforcement or legal compliance, and used for verification and training. May be saved for at least 7 years.
- All personally identifying information will be used only for the purposes of identification, communication between the customer and Yora, and the display of your profile on the Yora platform which can be optionally set to be private within the Yora app.
- Data involving transactions and trades may be stored for at least 7 years and may be used for the following purposes:
 - Legal compliance
 - Correct function of the Yora platform
 - Training
 - Provided to third-parties for law enforcement purposes
 - Provided to third-parties for analysis purposes
 - Be used by Yora or a third-party to improve the services of Yora only
 - Be used by Yora or a third-party for marketing Yora's products
- Any data not specified above may also be stored for at least 7 years and may be used for the following purposes:
 - Legal compliance
 - Correct function of the Yora platform
 - Training
 - Provided to third-parties for law enforcement purposes
 - Be used by Yora or a third-party to improve the services of Yora only
 - Be used by Yora or a third-party for marketing Yora's products
- Total volumes of transactions, trades, orders, and aggregated data may be used to market or provide products to other businesses.
- All data that may be used by third parties will be anonymised if it is passed onto a third party (excluding law enforcement and legal compliance).
- All data that may be used for marketing purposes will be anonymised when Yora or a third-party uses it for marketing purposes except for in circumstances where the de-anonymisation of information is a part of the marketing requirements. If so,

permission from the original producer of the data will be sought-after via official communications.

- All data that will be used for training purposes will be anonymised when Yora uses it for training its employees or systems.
- KYC AML/CTF information is encrypted when not in use and has been verified by a Yora employee.
- Yora will not share your personal contact information with any third-parties.
- Yora will not contact you with marketing-related messages if you have not consented to receiving marketing material from Yora.
- Yora maintains every right to contact you using the contact information provided regarding important matters such as changes made to your account or a new set of terms and conditions.

Data we Collect

The following is a list describing all of the types of data Yora collects. Some data items listed below are stored and may be stored for at least 7 years. Some data items are only used for processing and will be discarded immediately after use.

- User device data
 - IP address and port
 - Device information
 - Browser user agent
 - Current time
 - Operating System
 - Browser settings and parameters such as screen size
 - Browser cookies and storage
- Personally identifying information
 - First name
 - Last name
 - Middle name
 - Residential address (including country)
 - Billing address (including country)
 - Personally identifying images or documents
 - Date of birth
 - Email address
 - Mobile or phone number
- Transaction information
 - Sender (ie, you)
 - Recipient
 - Amount sent
 - The type of asset transacted
 - The purpose or type of the transaction
 - Any fees you paid on the transaction
 - Time it is sent or executed
 - Any notes that you write on the transaction
- Trades orders
 - The market in which the trade is positioned on
 - The type of trade order that was executed
 - Whether it was a buy or sell trade order
 - The time at which it was executed
 - The time at which the trade order was filled or cancelled
 - The amount of assets which are being used for the trade
 - Trade history, including which other trades have filled your trade order in-full or partially
 - Whether the order is currently open or filled

- Any customised settings, saved contacts or any other submitted form data.
- All communications between customers and Yora.