

# Privacy Policy

November 2025

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**Effective Date:** 28 November 2025. **Last Updated:** 28 November 2025

## 1 Introduction

- 1.1 This Privacy Policy ("Policy") explains how **GTC Global (Australia) Pty Ltd** (ABN 84 611 436 796) ("GTC AU", "we", "us", or "our") collects, uses, stores, and discloses personal information in connection with its business activities.
- 1.2 GTC AU holds **Australian Financial Services Licence No. 496371** and currently provides the following services to retail and wholesale clients:
  - (a) **General financial product advice only**, specifically in relation to derivatives, foreign-exchange contracts, and Contracts for Difference (CFDs). The current business model offers these services to wholesale clients only;
  - (b) **Educational services**, including online learning modules, webinars, tutorials, market commentary, and other general awareness materials, offered to both retail and wholesale clients; and
  - (c) **Referral services**, introducing wholesale clients to licensed third-party product issuers (e.g. Finalto (Australia) Pty Ltd) without participating in the account-establishment, trading, or product-issuance process.
- 1.3 This Policy applies to all interactions you have with GTC AU in the course of receiving these services, including when you visit our website, subscribe to our educational materials, attend webinars, or communicate with us by email or other means.
- 1.4 For the purposes of this Policy, "Personal Information" means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information is true or not and whether recorded in a material form or not. Personal Information does not include information that has been de-identified or aggregated so that it no longer identifies you.
- 1.5 GTC AU is bound by the Australian Privacy Principles ("APPs") contained in the **Privacy Act 1998 (Cth)** ("Privacy Act") when handling Personal Information. This Policy applies in addition to and does not limit our rights and obligations under Privacy Act or any other applicable law.

## 2 Acknowledgement of this Policy

GTC GLOBAL (AUSTRALIA) PTY LTD  
ABN: 84 611 436 796 AFSL NO: 496371  
[management@gtcau.com.au](mailto:management@gtcau.com.au)

Suite 73, Level 1, 8 Clunies Ross Court, Eight Mile Plains QLD 4113

- 2.1 By providing us with, or authorising us to collect, your Personal Information, you acknowledge that you have read and understood this Policy and consent to the collection, use, and disclosure of your personal information in accordance with this Policy and any other arrangements that apply between us.
- 2.2 This acknowledgement applies to all individuals who interact with GTC AU, including clients, prospective clients, employees, contractors, job applicants, and third-party service providers engaged by GTC AU.

### 3 Relationship to Other Documents

- 3.1 This Policy should be read in conjunction with the following documents, which collectively form part of your relationship with GTC AU:
  - (a) **Terms and Conditions**, which govern the relationship between GTC AU and its clients, including limitations of liability and service scope;
  - (b) **Financial Services Guide (FSG)**, which outlines the services we are authorised to provide, how we are remunerated, and how complaints are handled;
  - (c) **Target Market Determination (TMD)**, where applicable, issued by relevant product issuers in relation to their financial products, which sets out the intended target market for those products in accordance with ASIC Regulatory Guide 274; and
  - (d) **Dispute Resolution & Complaints Handling Policy**, which details our Internal Dispute Resolution (IDR) procedures and escalation pathways to the Australian Financial Complaints Authority (AFCA).
- 3.2 Where this Policy is inconsistent with any other GTC AU document in relation to the collection or use of Personal Information, this Policy will prevail unless otherwise required by law.

### 4 Scope and Service

- 4.1 This Policy applies to all Personal Information collected, used, or disclosed by GTC AU in the course of operating its Australian Financial Services business as described in Section 1.2 of this Policy.
- 4.2 It extends to the Personal Information of:

- (a) Clients and prospective clients (both retail and wholesale) who receive or access our financial-advisory, educational, or referral services;
  - (b) Employees, contractors, consultants, and directors of GTC AU, whose information is collected in connection with recruitment, engagement, payroll, and internal-management activities; and
  - (c) Third-party service providers and business partners engaged by GTC AU in the course of providing its services.
- 4.3** GTC AU does not execute trades, hold client money, operate trading platforms, or perform KYC/AML onboarding on behalf of third parties.

## **5 International Privacy Obligations**

- 5.1** If, in the course of our services or operations, GTC AU handles Personal Information relating to individuals located in the European Economic Area (EEA) or the United Kingdom, we acknowledge that the General Data Protection Regulation (GDPR) or the UK GDPR may apply. In such cases:
- (a) Where the obligations under the APPs and the GDPR overlap, we will seek to comply in a manner that satisfies the higher standard where applicable;
  - (b) Where technically or commercially feasible, we will implement additional safeguards to protect the rights of affected individuals under the GDPR.
- 5.2** GTC AU does not routinely market or provide services in the EEA/UK, and no aspect of this Policy should be interpreted as a general representation of GDPR applicability. When Personal Information is transferred internationally (for example, to cloud service providers for secure storage or IT support), GTC AU will take reasonable steps to ensure that such information is handled lawfully (e.g. consistent with the APPs and applicable law).

## **6 Information Collected**

- 6.1** GTC AU collects only the Personal Information that is reasonably necessary to operate its financial services business, meet its legal and regulatory obligations (including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Act), and maintain relationships with clients, employees, and service providers.

## 6.2 Types of Personal Information collected:

Depending on the nature of your interaction with us, the Personal Information we may collect includes:

- (a) **Non-identifiable and technical information:** such as browser type and version, operating system, IP address, device identifiers, screen resolution, preferred language, and other analytical data gathered automatically through cookies or similar technologies when you visit our website;
- (b) **Client and contact information:** including your name, company name, position or role, email address, phone number, postal or business address, and other details you provide when making an enquiry, engaging our services, or subscribing to our communications;
- (c) **Employment and contractor information:** including resumes, qualifications, references, work-history details, and other information provided as part of recruitment, engagement, or onboarding processes;
- (d) **Service-provider and vendor information:** such as business contact details, payment information (e.g. ABN, bank-account details for invoicing), and records of communications and contractual arrangements;
- (e) **Educational-engagement information:** including webinar registrations, course attendance records, learning-module participation, feedback responses, and related communications; and
- (f) **Identification and regulatory information:** information required to verify identity and comply with GTC AU's AML/CTF obligations, such as proof of identity, ABN, or company registration details, but only to the extent necessary for compliance and record-keeping.

## 7 How We Collect Your Personal Information

7.1 GTC AU collects Personal Information through lawful and fair means, including:

- (a) **Directly from you** – when you contact us by email, phone, or post; complete a form; subscribe to educational materials; or participate in a webinar or event;
- (b) **Automatically** – via cookies, analytics, and similar technologies when you use our website or digital learning platforms;

- (c) **From third parties** – such as licensed product issuers, referral partners, professional advisers, referees, recruitment agencies, or compliance service providers; and
- (d) **As required or authorised by law** – for example, under the Corporations Act 2001 (Cth) (Corporations Act), the AML/CTF Act 2006 (Cth), or for employment and taxation compliance.

## 7.2 Unsolicited Personal Information

Occasionally, GTC AU may receive Personal Information that has not been actively requested by us. This may occur, for example, where a client attaches documentation not relevant to their enquiry or includes excessive details in a support request.

In accordance with our obligations under Australian Privacy Principle 4, if GTC AU receives personal information that it did not solicit and determines that it could not have collected such information under this Policy or applicable law, we will:

- (a) Promptly destroy or permanently de-identify the information as soon as practicable; and
- (b) Take steps to ensure it is not stored in any client record or operational system.

Where the unsolicited information is relevant and becomes integrated into a broader service interaction (e.g., clarifying a complaint, processing a training registration, or actioning a marketing opt-out), it will be retained and managed in the same way as other personal information under this Policy.

## 8 Purpose of Collection, Use, and Disclosure of Personal Information

**8.1** GTC AU may collect, hold, use, and disclose your Personal Information for the purposes of:

- (a) **Providing our services:** to enable us to deliver our financial-advisory, educational, and referral services in accordance with our AFSL authorisations and to manage client relationships and communications;
- (b) **Communicating with you:** to respond to your enquiries, provide updates about our services, webinars, events, or professional materials, and send you administrative information such as confirmations or policy updates;



- (c) **Maintaining client and business records:** to establish and manage client accounts in our advisory or educational systems, maintain compliance and audit records, and document correspondence, meetings, and advice given;
- (d) **Improving service and client experience:** to review, analyse, and enhance the effectiveness, quality, and security of our educational materials, communications, and service delivery;
- (e) **Marketing and educational communications:** to send invitations, insights, and updates about our webinars, industry commentary, or compliance alerts, consistent with your stated communication preferences. You may opt out of such communications at any time;
- (f) **Human-resources and contractor management:** to assess job applications, manage payroll and engagement records, monitor compliance with internal policies, and meet employment and taxation obligations;
- (g) **Vendor and service-provider relationships:** to manage commercial relationships with third-party service providers, including IT support, compliance consultants, payment processors, and professional advisers; and
- (h) **Protecting against fraud, misconduct, or misuse:** to detect, investigate, and prevent any actual or suspected unlawful or unethical conduct, security incidents, or breaches of law.

## 9 Complying with Applicable Laws and Regulations:

- 9.1 We may use your Personal Information to comply with applicable laws and regulations, this may include verifying the identity of clients or authorised representatives, maintaining advice and service records, reporting suspicious matters to AUSTRAC, or cooperating with lawful requests from regulators.
- 9.2 GTC AU may contact you by email, telephone, or post to provide information about our services, training events, and professional updates relevant to your interests or engagement with us.
- 9.3 You may opt out of receiving marketing or promotional communications at any time by following the unsubscribe instructions in our communications or by contacting us directly at [support@gtcau.com.au](mailto:support@gtcau.com.au).
- 9.4 We may still send you non-promotional administrative communications (for



example, compliance updates, engagement confirmations, or responses to your enquiries) even if you opt out of marketing materials.

## **10 Access, Correction, and Deletion of Personal Information**

- 10.1** You may request access to, or correction of, the Personal Information we hold about you by contacting us at [support@gtcau.com.au](mailto:support@gtcau.com.au).
- 10.2** We will respond to your request within a reasonable time, consistent with our obligations under the Privacy Act and the APPs.
- 10.3** Before processing your request, we may take reasonable steps to verify your identity to ensure the security of your information.
- 10.4** We will generally not charge a fee for handling an access or correction request. If a charge applies due to substantial administrative effort, we will provide a written estimate in advance.

## **11 Circumstances Where Access or Deletion May be Refused**

- 11.1** In certain circumstances, GTC AU may refuse, limit, or defer access to, or correction or deletion of, Personal Information. Examples include where:
  - (a)** providing access would pose a serious threat to the health, safety, or privacy of another individual;
  - (b)** the request can be lawfully refused under the Privacy Act or another applicable law;
  - (c)** the information must be retained to comply with statutory, accounting, taxation, or regulatory obligations;
  - (d)** the information is relevant to a civil, criminal, or regulatory investigation, inquiry, subpoena, or summons;
  - (e)** disclosure would prejudice law-enforcement or regulatory activities, or we are required to cooperate with law-enforcement agencies in relation to suspected unlawful activity;
  - (f)** the information is required to exercise or defend legal claims;
  - (g)** the information is subject to legal professional privilege or contains commercially

confidential material of another party; or

(h) complying with the request would unreasonably impact the privacy or legitimate rights of others.

**11.2** If GTC AU determines that it cannot grant access or deletion in a particular instance, we will provide written reasons for our decision and details of how you may seek further information or lodge a complaint.

**11.3** Before responding to any access, correction, or deletion request, GTC AU will take reasonable steps to verify your identity to protect the security of Personal Information.

**11.4** To the extent permitted by law, GTC AU may charge a reasonable fee to cover the administrative cost of processing a request. Where a fee applies, we will provide you with a written estimate before proceeding.

## **12 Sharing Personal Information with Third Parties**

**12.1** GTC AU may disclose Personal Information to third parties for the purposes described in this Policy, or for related purposes where you would reasonably expect such disclosure.

**12.2** The categories of third parties to whom we may disclose Personal Information include:

- (a) Regulators and government authorities, such as the Australian Securities and Investments Commission (ASIC), AUSTRAC, the Australian Taxation Office, or other agencies where required by law;
- (b) External product issuers and licensees to whom clients are referred (for example, Finalto (Australia) Pty Ltd or other ASIC-licensed counterparties), but only where you have authorised the referral and disclosure;
- (c) Professional advisers and representatives, including your nominated accountant, solicitor, compliance consultant, or authorised representative, where disclosure is reasonably necessary for them to act on your behalf;
- (d) Third-party service providers, including IT hosting, data storage, marketing, auditing, training, payroll, accounting, and administrative support providers engaged by GTC AU in connection with its operations;

- (e) Financial, legal, or compliance consultants, where required to maintain professional and regulatory standards;
  - (f) Law-enforcement agencies or regulators, where GTC AU is required or authorised by law to disclose information, such as in response to a court order, subpoena, or notice issued under statute; and
  - (g) Any other third party with your consent or where authorised or required by law.
- 12.3** Where GTC AU engages a third-party service provider, we require that provider to maintain appropriate confidentiality, data-protection, and security standards consistent with this Policy and the APPs.
- 12.4** GTC AU does not sell, rent, or trade Personal Information to third parties for marketing or commercial purposes.

### **13 Location of your Personal Information**

- 13.1** The Personal Information collected by GTC AU may be stored or processed using secure third-party cloud-hosting or IT-service environments. These environments may be physically located in Australia or in other jurisdictions, depending on the data-centre locations of our service providers.
- 13.2** GTC AU does not routinely transfer Personal Information overseas; however, some information may be disclosed or accessible to trusted third-party suppliers or their personnel operating outside Australia for functions such as data hosting, system maintenance, analytics, or support.
- 13.3** Where cross-border disclosure occurs, GTC AU will take reasonable steps to ensure that any overseas recipient:
- (a) is subject to a law, binding scheme, or contract that upholds principles substantially similar to the APPs; or
  - (b) has entered into a written agreement with GTC AU containing appropriate privacy, confidentiality, and data-security obligations.
- 13.4** We remain responsible for the handling of your Personal Information once it is transferred offshore and will continue to protect it in accordance with this Policy and the Privacy Act.
- 13.5** By engaging with GTC AU and providing your Personal Information, you

acknowledge that such information may be transferred, stored, or processed outside Australia in accordance with this Policy and subject to equivalent safeguards.

## **14 Client Responsibilities and Cooperation Obligations**

**14.1** This section outlines the responsibilities of individuals and entities who engage with GTC AU's services, including educational programs, general advice, or referral services. These obligations ensure the security, accuracy, and lawful use of Personal Information, and support GTC AU's compliance with applicable financial services and privacy law.

### **14.2 Responsibility for Personal Information Provided**

**(a)** Clients must ensure that all Personal Information and documentation provided to GTC AU are accurate, complete, and current. In particular, clients must not:

- i.** submit false, misleading, or fabricated information;
- ii.** provide another person's personal information without lawful authority or consent; or
- iii.** use pseudonyms or fictitious identities for the purpose of evading due diligence or compliance obligations.

**14.3** Where any details become outdated or incorrect, clients must promptly notify GTC AU so that records can be corrected. GTC AU will not be responsible for any adverse outcomes arising from reliance on inaccurate or outdated information provided by a client.

### **14.4 Cooperation with Compliance and Regulatory Requirements**

**(a)** As a holder of an Australian Financial Services Licence (AFSL), GTC AU is subject to Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) obligations and other legal requirements. Clients may therefore be required to:

- i.** provide identity verification documents and supporting information when requested;
- ii.** respond promptly to reasonable enquiries made for compliance or record-keeping purposes; and
- iii.** refrain from obstructing or misleading GTC AU, its compliance officers,

or any relevant regulator.

- (b) Failure to comply with these obligations may result in GTC AU being unable to continue providing services or proceeding with a referral to a licensed third-party product issuer.

#### **14.5 Security and Good-Faith Use**

- (a) Clients must take reasonable care when corresponding with GTC AU electronically, including by:
  - i. using secure email or communication channels where practicable;
  - ii. avoiding transmission of sensitive information through public or insecure networks; and
  - iii. promptly reporting any suspected data breach or unauthorised disclosure involving their information.
- (b) GTC AU accepts no responsibility or liability for any data compromise, loss, or unauthorised access arising from a client's failure to implement reasonable security safeguards or to report incidents in a timely manner.

### **15 Security of Personal Information**

- 15.1** GTC AU takes reasonable steps to protect Personal Information from misuse, interference, loss, and unauthorised access, modification, or disclosure.
- 15.2** We maintain physical, technical, and administrative safeguards designed to:
  - (a) secure our offices, filing systems, and electronic data environments;
  - (b) restrict access to Personal Information to authorised personnel only;
  - (c) protect electronic information through password protection, encryption, and secure network protocols; and
  - (d) ensure that third-party service providers who process data on our behalf are contractually required to apply equivalent standards of data protection.
- 15.3** While we take all reasonable precautions, no data transmission over the internet or electronic storage system is completely secure. Accordingly, we cannot guarantee that unauthorised access, hacking, or other security intrusions will never occur.

**15.4** In the event of any suspected or actual data breach, GTC AU will investigate promptly and take steps to mitigate harm. If a breach is likely to result in serious harm, we will comply with the Notifiable Data Breaches Scheme under the Privacy Act and notify affected individuals and the Office of the Australian Information Commissioner (OAIC) as required.

**15.5** To the extent permitted by law, GTC AU is not responsible or liable for unauthorised access, disclosure, or loss arising from circumstances beyond its reasonable control, including where the client has failed to maintain reasonable safeguards or promptly report an incident.

## **16 Data Retention**

**16.1** GTC AU retains Personal Information only for as long as necessary to fulfil the purpose for which it was collected or as otherwise required by law, regulation, or professional standards.

**16.2** Personal Information may be retained for longer periods where it is necessary to:

- (a)** meet record-keeping obligations under the Corporations Act, ASIC Regulatory Guides, or AML/CTF Rules;
- (b)** defend or exercise legal claims; or
- (c)** resolve disputes, respond to complaints, or meet audit and assurance requirements.

**16.3** When information is no longer required, it will be securely destroyed or de-identified in accordance with industry standards and our internal data retention procedures.

## **17 Contact Us**

**17.1** If you have questions, concerns, or complaints regarding this Policy or the handling of your Personal Information, you may contact our data protection officer at:

Privacy & Compliance Officer

GTC Global (Australia) Pty Ltd (ABN 84 611 436 796)

Email: [support@gtcau.com.au](mailto:support@gtcau.com.au);

**17.2** Please include your name, contact information, and the nature of your



concern/request so that we can appropriately respond to your communication.

## 18 Your right to lodge a Complaint

**18.1** If you believe your privacy has been breached, you may lodge a complaint using GTC AU's internal dispute resolution procedure:

- (a) Submit your complaint in writing to [support@gtcau.com.au](mailto:support@gtcau.com.au);
- (b) Include a description of the issue, the affected services or timeframe, and any relevant evidence or correspondence;
- (c) Our support team will acknowledge your complaint within **two (2) business days** and will aim to provide a written resolution within **five (5) business days**. Where resolution is not possible within that timeframe, we may require additional reasonable time depending on the complexity of the matter, or escalate the issue to our Compliance Team for further investigation and response as outlined in our Dispute Resolution & Complaints Handling Policy.

**18.2** If you are not satisfied with our response to your complaint or your concerns are not satisfactorily resolved, you may contact the Australian Financial **Complaints Authority (AFCA)**: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

**Tel:** 1800 931 678

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** <http://www.afca.org.au>

**18.3** Should your dispute with the AFCA fail to reach a satisfactory outcome, you may wish to contact the OAIC on 1300 363 992 or by email at [foi@oaic.gov.au](mailto:foi@oaic.gov.au).

## 19 Updates to this Policy

**19.1** This Policy is current as of the Effective Date set out above. GTC AU may update it periodically to reflect legal, technological, or operational changes.

**19.2** Any material updates will be published on our website, and where appropriate, GTC AU will notify clients directly (for example, by email).

**19.3** By continuing to engage with GTC AU's services after an update takes effect, you

are deemed to have accepted the revised Policy. If you do not agree with the changes, you should discontinue engagement and contact us to discuss your data rights.

**19.4** If you have any questions or concerns about this Policy, please do not hesitate to contact us.

