



# PLEXHUB Privacy Policy

Version 1.5

## Definitions

Unless otherwise defined herein, terms have the same meaning as in our Terms and Conditions.

**Actions:** refers to any interaction by an Authorised User that results in a change to a Message such as an action to post, edit or delete the Message.

**API:** our RESTful application programming interface.

**Authorised Account:** an account via which the Authorised User can access the Services.

**Authorised User:** a natural person to whom an Authorised Account is attributed.

**Broker Controller:** Cavendish Markets B.V., a company registered in The Netherlands under registration number 73394912. Its registered office is at Herengracht 420, 1017BZ Amsterdam, Netherlands.

**Data Controller:** a person or organisation which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. In the context of this Policy, Cavendish Markets B.V. is a Controller.

**Data Processor:** a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

**Data Subject:** any natural person to whom Personal Data relates and whose Personal Data is processed.

**European Economic Area (EEA):** currently including the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

**EU GDPR:** General Data Protection Regulation (2016/679/EC).

**GDPR:** refers to both EU GDPR and UK GDPR.

**IAM Sale:** a message published on the Service indicating that a Trader User has purchased gas transmission capacity via the Implicit Allocation Mechanism as defined in Commission Regulation (EU) 2017/459.

**IOI:** a message published on the Service whereby a Trader User conveys an indication of interest to buy or sell a specific product but does not include a price or volume.

**Message:** a collective term for Quotes, IOIs, Trades and IAM Sales.

**Personal Data:** any information relating to an identified or identifiable natural person (i.e. Data Subject).

**Processing:** any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Quote:** a message published on the Service whereby a Trader User conveys interest to buy or sell a specific product at a given price and volume.



**Platform:** the system allowing Authorised Users to post and retrieve Messages.

**Privacy Policy:** our policy set out in this document.

**Services:** the set of Services related to the publication and access of Messages via our Platform.

**Terms and Conditions:** our terms and conditions, found at [https://plexhub.com/terms\\_and\\_conditions/](https://plexhub.com/terms_and_conditions/).

**Trade:** a message published on the Service detailing a trade between the two associated Trader Users.

**UK GDPR:** Data Protection Act 2018 (DPA 2018).

**Website:** our website, found at <https://plexhub.com>.

## 1. Introduction

PLEXHUB Ltd. (**PLEXHUB** or **we** or **us** or **our**) recognises the need to protect the privacy of all the personal information we store about you (**you** or **the user**), collected at the time your account is activated or as you access and use our Services, either via our Website or our API.

We have adopted this Privacy Policy, which, among other things, describes the type of information that will be collected and state what data may be considered personal, the purpose for its collection and your rights regarding the collected information. This Privacy Policy governs how we collect and use your personal information, whenever and however you use our Service. By accessing the Service, you are consenting to the collection and use of your information by PLEXHUB but only to the extent described herein. Should you wish to revoke your consent or exercise any of your rights, as specified under data protection laws, you may do so by contacting PLEXHUB (see Section 13).

## 2. Account Creation

Permission to use the Services is granted solely by the Broker Controller within the terms set out in our Terms and Conditions. Services may only be provided by PLEXHUB to users during the Sponsored Term. Authorised Users access the Services via their Authorised Account. In order to make an offer of an account, PLEXHUB requires certain Personal Data. This Personal Data is supplied to us by the Broker Controller, for the sole purpose of offering the potential user an account. During this process, the Broker Controller remains the Data Controller of your Personal Data and its use is governed by the Broker Controller's Privacy Policy. There is no obligation for you to accept the offer of an account. Ignoring the offer of an account is equivalent to you declining it.

In order to accept the offer and activate your account, you, the Data Subject, must accept our Terms and Conditions, which includes accepting this Privacy Policy. At this point, you grant PLEXHUB permission to use your Personal Data to initiate your Authorised Account, and PLEXHUB will become a Data Controller of your Personal Data, within the terms, and for the purposes, set out in this Privacy Policy.

### The Offer Process

For us to make you an offer of an account, the Broker Controller must:

- Provide us your first and surname and company email address;
- Identify the company that employees you;
- Warrant that a commercial relationship exists between the Broker Controller and your company;
- Indicate the asset classes and type of account that will be of interest to you; and
- Permission us to use your Personal Data for the explicit purpose making you the offer.

The offer will be emailed to your company email address (**Initial Email**) and it will include temporary login credentials. To activate your account, you will need to agree to our Terms and Conditions, which includes this Privacy Policy. You



can also decline this offer, by either replying to the Initial Email or emailing [support@plexhub.com](mailto:support@plexhub.com). If you decline the offer, or do not activate your account within thirty (30) days of receipt of the Initial Email, this purpose for our processing of your Personal Data is considered void, and we delete all Personal Data for which we no longer have a purpose.

The process of making an offer thus terminates once:

- 1) You activate your Authorised Account; or
- 2) You decline the offer; or
- 3) Thirty (30) days has elapsed since the receipt of the Initial Email.

During the offer process the Broker Controller is the Data Controller of your Personal Data and we are a Data Processor. As such, the use of your Personal Data is governed by the privacy policy for the Broker Controller.

The rest of this Privacy Policy assumes that you activated your Authorised Account at which point we become a Data Controller, as per the terms set out in this Privacy Policy.

### 3. Protecting your information

As a Data Controller we are responsible for the information in our custody. Therefore, when we collect or use your Personal Data, we will utilise commercially reasonable safeguards to ensure its protection. It should be noted that no security procedure is currently 100% effective. Should any breach of your Personal Data occur, we will inform you as soon as reasonably possible, as required by law.

### 4. What data do we collect?

We collect information at the point at which your account is activated and at various points during your use of our Service. Your Authorised Account is personally identifiable to you and so all data that is associated with your account is also personally identifiable.

Specifically, we collect the following types of Personal Data, which we group as indicated:

- **Identity Information:** To have an account with us, we require certain identifying information including your:
  - first and last name;
  - work email address; and
  - work telephone number;
- **Employment Information:** Your account must be linked to your employer and so we require:
  - the identity of the company you work for; and
  - whether or not you have a “**risk-taking role**”<sup>1</sup>, “**broking role**”<sup>2</sup> or “**read-only role**”<sup>3</sup> at your company.
- **Message Data:** This includes an archive of all quotes, trades and other Messages that have been posted on the Service, that are associated with your account. Each type of Message is linked to one or more accounts, for example, a quote will always be associated with at least two accounts: one identified as the initiating trader and the other, the broker marketing the quote.
- **Audit Data:** We will track and archive various Actions instigated on the Service including but not limited to posting, amending and cancelling quotes. Each Action is associated to a single account. The Action data collected includes the type of action, the date and time at which the action was taken and the identity of the

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<sup>1</sup> A risk-taking role is one where the person can undertake Actions to buy or sell commodity assets on behalf of their firm.

<sup>2</sup> A broking role is one where the person can undertake Actions and act in a broking capacity for third parties in risk-taking roles.

<sup>3</sup> A read-only role is one where the person can see Messages but cannot undertake any Actions.



account holder that initiated action.

- **Communication Preferences:** Information about whether you wish to receive marketing material from us or price notifications, sent by brokers from our email servers.
- **Tracking Information:** Information such as the length of time you have been logged in for, the frequency with which you log in and the pages and products you spend most time viewing.
- **Technical Information:** This includes information such as your IP address, web browser type and version, operating system and the referring website.

### **Anonymised or Aggregated**

Data is only considered Personal Data while the associated natural person is personally identifiable. As such, if any of the Personal Data is first anonymised or aggregated in such a way that the underlying Data Subjects are no longer personally identifiable, then the data is no longer considered to be Personal Data.

## **5. How do we use your data?**

We use your Personal Data for the following purposes:

- **Account Initiation**
  - At the point you accept our Terms and Conditions, you give us permission to activate your Authorised Account which is initiated using the Identity Information and Employment Information provided to us by the Broker Controller. At this point, we become the Data Controller for this Personal Data.
- **Core Services**
  - Our core service is the publication of Messages, and the Message Data represents the primary information content of the Service. These Messages are brought about by Actions undertaken by Authorised Users and the set of Actions forms the Audit Data. For the Messages to be trustworthy they must be auditable, and the Audit Data is essential to ensure the auditability of the Message Data, answering questions like which user edited this message and when?
- **Additional Communication**
  - We might want to send you marketing emails telling you about new functionality or other news. Additionally, we provide the Broker Users the ability to email quotes to you, to draw your attention to markets they think you might have interest in. In both cases, we use your Communication Preferences to ensure you get the right amount and type of communications. We also allow you to control how we use cookies (see Section 10) and this information forms part of your Communication Preferences.
- **Service Improvement and Analysis**
  - We strive to provide a stable and useful service. We use your Tracking Information and Technical Information to analyse a user's interaction with the Services and the way in which they connect to the Services, so that we might tailor our services accordingly.

### **Additional Legal Uses**

Please note that we may process your Personal Data without your knowledge or consent, when required or permitted by law. Additionally, Personal Data may be used and disclosed to the extent we may deem reasonably necessary to enforce the terms of any agreement between you and PLEXHUB, or to protect the rights, property or safety of any person or entity.



## 6. Personal Data Sharing

We may share Personal Data with third parties for the sole purpose of providing the Services. We remain the Controller for these Personal Data. A Processor agreement must always be concluded with these parties or an addendum added to existing contracts. We will not sell, rent or disclose to outside parties any Personal Data to be used for any purpose not identified within this Privacy Policy and/or the enforcement of legal rights. We do not allow our third-party service providers to use your Personal Data for their own purposes and only permit them to process your Personal Data for specified purposes, in accordance with our instructions. We use the following third-party Data Processors:

- AMAZON WEB SERVICES (AWS)  
Purpose: Database storage  
Data Location: Frankfurt, Germany  
Type of Data: All Personal Data listed in this Privacy Policy

## 7. Cross Border Data Transfer

We do not disclose Personal Data of persons within the UK to persons outside the UK, unless we are certain that they are authorised to receive it and have a proper purpose. In such a case, we only allow the transfer of Personal Data to non-UK countries when there is a sufficient level of protection guaranteed, as set out below:

- The receiving party of the data is located in a country recognised by the UK as offering an adequate level of protection, for example, countries within the EEA;
- The receiving party of the data has agreed to process these data in accordance with the Standard Contractual Clauses for Data Controllers or Data Processors; or
- Any other safeguards allowed under the GDPR.

These rules also apply to the sending Personal Data of persons within the EEA, to persons outside the EEA. We do not process any Personal Data outside of the UK and EEA.

## 8. How long will we retain your Personal Data?

On accepting our Terms and Conditions, your new account is initiated and we will securely store and use all your Personal Data while your account remains active.

Should your account be deactivated, we will continue to store your Personal Data according to the retention rules set out below. The retention rules are defined to ensure that Personal Data is not processed for longer than is required for the original purpose for which it was collected. Importantly, the integrity and auditability of the Message Data and Audit Data, which form the core of the service, must be maintained.

### Unlinked vs. Linked Accounts

An important consideration when determining the data retention period is whether the data is associated with an Unlinked or Linked Account. All accounts are created as **Unlinked Accounts**, meaning they have not yet been associated with any Message posted on the Service. Once an account becomes associated with a Message, it becomes a **Linked Account**. Unlinked read-only accounts cannot become Linked, however, once an account is considered Linked, it will remain Linked even if it is later changed to a read-only account.

### Retention Rules for Unlinked Accounts

Given that the removal of Unlinked Accounts has no impact on the Message Data or Audit Data, we will remove all Personal Data, associated with Unlinked Accounts, within thirty (30) days of account deactivation.



### Retention Rules for Linked Accounts

Removal of Linked Accounts would impact the auditability of the Message Data and Audit Data and the integrity of the Service. As such, the purpose for processing the Personal Data extends beyond the deactivation of the account. Specifically, we store the Personal Data associated with deactivated Linked Accounts for five (5) years, after account deactivation. After this time, the Identity Information associated with the account, it anonymised, so that the account, and all associated data, is no longer personally identifiable.

The purpose for processing the Technical Information however, does terminate with the deactivation of the account and we will remove the associated Technical Information, within thirty (30) days of account deactivation.

## 9. Your Rights

As a data subject, you have the following rights under data protection laws in relation to your Personal Data:

- The right to be informed about our collection and use of your Personal Data;
- The right to examine the Personal Data we have collected and store about you. We reserve the right to redact any information that might reveal Personal Data about another user;
- The right to rectification if any Personal Data we hold about you is inaccurate or incomplete;
- The right to be forgotten and ask us to delete all the Personal Data we hold about you that will not seriously impair the objectives of other data processing;
- The right to restrict the processing of the data we collect for reasons that lead us to consider the data Personal Data;
- The right to object to us using your Personal Data for particular purposes; and
- The right to withdraw your consent regarding our handling of your Personal Data.

To exercise any of these rights, please email us your request at [support@plexhub.com](mailto:support@plexhub.com). We may request you provide additional information to confirm your identity and your right to access the Personal Data. There will typically be no fee charged to access your data or exercise any of your other rights. However, we reserve the right to charge you a reasonable administrative fee should your request be clearly unfounded, repetitive or excessive. We aim to respond to all legitimate requests for Personal data within thirty (30) days, however it may take longer depending on the complexity of your request, in which case, we will keep you informed of our progress towards fulfilling your request.

If you have any cause for complaint about our use of your Personal Data, please contact us at [support@plexhub.com](mailto:support@plexhub.com) and we will do our best to resolve the problem for you. If we are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority for data protection issues, the Information Commissioner's Office (ICO) ([www.ico.org.uk](http://www.ico.org.uk)).

For further information about your rights, please contact the ICO.

## 10. Cookies and Similar Technologies

When you use our Service, our web server sends cookies to your computer. Cookies are small pieces of information which are issued to your computer when you visit a website or use a web application that store information about your use of that website or web application. The Service may use a number of cookies and/or similar technologies. Some of these will only last for the duration of your session and expire when you close your browser and exit the Service, while others are used to remember you when you return to the Service and will last for longer.

We have categorised the cookies we use into the following two groups:

- **Essential Cookies:** These cookies are essential to the correct operation of the Service, for example, the logging in process requires the use of cookies.
- **Non-Essential Cookies:** These cookies are not essential but help us to improve your user experience. For example, we may store data on options that you have previously selected that change the look or feel of the



Service, or data that can be used to analyse the performance of the Service or how our users interact with the Service.

Most web and mobile device browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting [www.allaboutcookies.org](http://www.allaboutcookies.org) which includes information on how to block and delete cookies on different types of web browsers. Please note, however, that by blocking or deleting cookies used by the Service, you may not be able to take full advantage of the Service. You can also update your privacy settings on the Service to stop the use of Non-Essential Cookies.

## 11. Third-Party Links

The Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy policies. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 12. Changes to our Privacy Policy

We will only use your Personal Data for the purposes set out in the policy, unless we reasonably consider that we need to use it for another reason that is compatible with the original purpose. If we need to use your Personal Data for an unrelated purpose, we will notify you with an explanation and grounding in law for the new purpose.

PLEXHUB may make modifications, deletions and/or additions to this Privacy Policy (Changes) at any time. Changes will be effective: (i) thirty (30) days after we provides notice of the Changes, whether such notice is provided through the Service or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of the Privacy Policy incorporating the Changes, whichever comes first.

## 13. Contact Details

Full name of legal entity:	PLEXHUB LTD
Email address:	<a href="mailto:support@plexhub.com">support@plexhub.com</a>
Postal address:	PLEXHUB, 128 City Road, London, EC1V 2NX, UK.
Telephone number:	+44 (0) 203 103 0044
Name of Data Privacy Manager:	Timothy Namsou