Privacy Policy

How Tenxex processes personal data, and what is processed by Binance instead.

Document	TENXEX-LEG-002 – Privacy Policy
Version / Status	Version 1.4 – Approved for publication
Effective date	14 August 2026
Issued by	Tenxex Exchange Corp. (“Tenxex”, “we”, “us”, “our”), registered in the British Virgin Islands, registered office at 2nd Floor, Ritter House, Wickham's Cay II, Tortola, British Virgin Islands
Operating model	Tenxex Exchange Corp. operates a customer-facing trading interface integrated with Binance’s API. Binance provides the underlying trading infrastructure, liquidity, execution, KYC/AML and, where applicable, custody. Tenxex Exchange Corp. receives an agreed commission based on transaction activity generated through the platform
Partner programme	Binance Partner Programme, governed by the partner agreement between Tenxex Exchange Corp. and Binance
Authorisations	Tenxex Exchange Corp. is registered in the British Virgin Islands. Any applicable regulatory licences or registrations should be stated here only where actually obtained
Website	tenxex.com
Document owner	Privacy Lead, Tenxex Exchange Corp.
Review cycle	Annually, or upon material regulatory or operational change

Tenxex Exchange Corp. operates a trading interface integrated with Binance's API. Binance performs identity verification (KYC) and AML compliance and holds your verification documents, account and asset records. This Policy covers only the personal data Tenxex itself processes. Binance processes your data as an independent controller under its own privacy notice, which you should read separately.

1. Scope

1.1 This Policy applies to personal data processed by Tenxex Exchange Corp. in connection with visitors to our websites and applications, holders of a Platform profile, business contacts and suppliers, and applicants for employment.

1.2 It does not describe Binance's processing. Your identity documents, verification images, source of funds evidence, account balances, custody records and regulatory reporting are handled by Binance as controller. We do not collect or hold your identity documents or biometric verification data.

1.3 Where processing is subject to Regulation (EU) 2016/679 (**GDPR**) or an equivalent regime, this Policy is provided to satisfy the applicable transparency obligations.

2. Controller and Contacts

Role	Details
Controller	Tenxex Exchange Corp., 2nd Floor, Ritter House, Wickham's Cay II, Tortola, British Virgin Islands
Independent controller	Binance, in respect of identity verification, account, custody, transaction, AML and regulatory processing arising from your Binance account
Data protection contact	Privacy Lead, Tenxex Exchange Corp., privacy@tenxex.com
Rights requests	privacy@tenxex.com
Website	tenxex.com

3. Personal Data We Process

Category	Examples
Profile data	Name or display name, email address, telephone number, country of residence as declared, password hash, two-factor settings, language and display preferences
Integration data	The API Key you connect (stored encrypted), its permission scope, connection and revocation events, and the identifier linking your Platform profile to your Binance account
Activity data received from Binance	Order and trade records, executed prices, balances and positions, account status flags and limits, retrieved through the API to display your activity to you and to calculate commission
Technical data	IP address, approximate location derived from IP, device and browser identifiers, operating system, session and login records, error and performance logs, cookie identifiers
Screening data	Sanctions and restricted-jurisdiction screening results relating to Platform access, and records of any access restriction applied
Communications data	Support tickets, emails, in-Platform messages, chat transcripts and, where used, call recordings
Marketing data	Preferences, consent records and engagement with our communications

3.1 We do not knowingly collect special categories of personal data. Please do not send us identity documents, selfies or source-of-funds evidence; those are submitted to Binance through Binance's own flow, and we will delete any such material sent to us in error.

3.2 We never ask for, and you must never disclose to us, your Binance password, recovery phrase, two-factor codes, or an API Key with withdrawal permissions.

4. Sources

- directly from you, at registration, in support interactions and through your use of the Platform;
- automatically, through cookies and Platform telemetry;
- from Binance's API, in respect of the account and transaction data listed in section 3;
- from sanctions and restricted-jurisdiction screening providers;
- from fraud prevention, security, hosting and analytics providers acting on our behalf.

5. Purposes and Legal Bases

Purpose	Legal basis
Creating and operating your Platform profile and providing the interface	Performance of a contract (Art. 6(1)(b))
Connecting your API Key and transmitting your Instructions to Binance	Performance of a contract (Art. 6(1)(b))
Displaying your balances, orders, positions and history retrieved from Binance	Performance of a contract (Art. 6(1)(b))
Calculating, verifying and reconciling commission payable to us by Binance	Legitimate interests in operating our business and verifying amounts due (Art. 6(1)(f)); legal obligation for accounting records (Art. 6(1)(c))
Sanctions screening and enforcement of geographic access restrictions	Legal obligation (Art. 6(1)(c)); legitimate interests in preventing financial crime and sanctions breaches (Art. 6(1)(f))
Fraud prevention, security monitoring, abuse detection and incident response	Legitimate interests in protecting the Platform and its users (Art. 6(1)(f))
Support, complaint handling and dispute resolution	Contract (Art. 6(1)(b)); legitimate interests (Art. 6(1)(f)); legal obligation (Art. 6(1)(c))
Service improvement, analytics, testing and product development	Legitimate interests in improving the Platform (Art. 6(1)(f)); consent where non-essential cookies are used (Art. 6(1)(a))
Responding to lawful requests from authorities and to requests from Binance in connection with its regulatory obligations	Legal obligation (Art. 6(1)(c)); legitimate interests (Art. 6(1)(f))
Marketing communications	Consent (Art. 6(1)(a)), or legitimate interests for existing users in respect of similar services (Art. 6(1)(f)), with an unconditional right to object

5.1 Where we rely on legitimate interests, we have carried out a balancing assessment, available on request. Where we rely on consent, you may withdraw it at any time without affecting prior processing.

5.2 Providing profile and integration data is necessary to use the Platform. If you do not provide it, we cannot give you access.

6. Automated Processing

6.1 We apply automated sanctions and geographic screening to Platform access, and automated fraud and abuse detection. These may result in access being blocked or restricted.

6.2 Decisions about your Binance account, including verification outcomes, limits, freezes and closures, are made by Binance and not by us. We cannot review, explain or reverse them; those decisions must be raised with Binance.

6.3 Where an automated decision by us significantly affects you, you may request human review by writing to privacy@tenxex.com. We may be prohibited by law from explaining the basis of a financial crime restriction.

7. Recipients

- Binance, for the operation of the integration, transmission of your Instructions, and its own compliance and reconciliation purposes;
- cloud hosting, database, communications, customer support, analytics and security providers acting as processors on our documented instructions;
- sanctions and restricted-jurisdiction screening providers;

- payment and accounting providers, in respect of any charges we levy and of commission reconciliation;
- professional advisers, auditors and insurers, and prospective purchasers in a corporate transaction;
- regulators, tax authorities, law enforcement and courts, where required or permitted by law.

7.1 We do not sell personal data.

7.2 **Public blockchains.** Transfers you make through your Binance account are recorded on public, immutable ledgers that neither we nor Binance control and from which data cannot be erased.

8. International Transfers

8.1 Personal data may be transferred outside the European Economic Area, including to Binance entities and to service providers located in third countries.

8.2 Transfers rely on an adequacy decision where one applies, or otherwise on Standard Contractual Clauses together with supplementary measures identified through a transfer impact assessment, or on another lawful mechanism. Copies of the safeguards may be requested from privacy@tenxex.com.

9. Retention

Data	Retention
Profile and integration records	Duration of the profile, plus 12 months after deletion or last activity
API Key material	Deleted immediately on disconnection or profile deletion; connection and revocation events retained for 24 months as an audit record
Activity data received from Binance, and commission reconciliation records	Seven (7) years from the end of the relevant financial period, to satisfy accounting, audit and tax obligations
Screening results and access restriction records	Five (5) years from the date of the decision
Support communications and complaint records	Five (5) years from closure
Security, access and system logs	12 to 24 months, or longer where an investigation is ongoing
Marketing consent records	Until withdrawal, plus three (3) years for evidential purposes

9.1 Retention is extended where data is subject to a legal hold, investigation, regulatory request or unresolved dispute. On expiry, data is securely deleted or irreversibly anonymised.

9.2 Deleting your Platform profile does not delete anything held by Binance. Requests concerning Binance-held data must be made to Binance.

10. Security

10.1 We apply measures appropriate to the risk, including encryption in transit and at rest, encrypted storage of API Key material with restricted decryption, role-based access control and least privilege, multi-factor authentication for staff, network segregation, logging and alerting, vulnerability management and penetration testing, secure development practices, vendor due diligence and staff training.

10.2 We enforce the rule that connected API Keys must not carry withdrawal permissions, which materially limits the consequences of any compromise of our systems.

10.3 Where a personal data breach is likely to result in a risk to your rights and freedoms, we notify the competent supervisory authority within 72 hours of becoming aware, and notify affected individuals without undue delay where the risk is high.

11. Your Rights

11.1 Subject to applicable law you may request access, rectification, erasure, restriction, portability, and may object to processing based on legitimate interests or to direct marketing at any time. You may withdraw consent where processing relies on it.

11.2 Requests should be sent to privacy@tenxex.com. We respond within one (1) month, extendable by two (2) further months for complex requests. We may need to verify your identity first.

11.3 Rights are constrained where we must retain records for accounting, tax, sanctions or legal-claims purposes. Rights in respect of data held by Binance must be exercised with Binance.

11.4 We do not charge for handling requests unless they are manifestly unfounded or excessive.

12. Cookies

12.1 Strictly necessary cookies support authentication, session management and security and do not require consent. Analytics, preference and marketing cookies are used only with your consent, which may be given, refused or withdrawn through the cookie banner or preference centre.

12.2 Full details are in the Cookie Notice published on tenxex.com.

13. Children

The Platform is not directed at persons under 18 and we do not knowingly process their personal data. If we become aware that we have, we will delete it and close the profile.

14. Changes

We may update this Policy. Material changes are notified by email or Platform notification at least thirty (30) days before taking effect, except where a change is required immediately by law. The current version is always published on tenxex.com with its effective date.

15. Complaints

15.1 Please contact privacy@tenxex.com first so we can try to resolve the matter.

15.2 You may also lodge a complaint with the data protection supervisory authority of your habitual residence, place of work or place of the alleged infringement, or with the authority competent for Tenxex in the British Virgin Islands. Complaints about Binance's processing should be directed to Binance and, if unresolved, to the supervisory authority identified in Binance's privacy notice.

End of Privacy Policy.