



Otala.markets LTD **CHATBOT**

Privacy Policy and Terms of Use



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1. Introduction

This Privacy Policy and Terms of Use (“Policy”) governs your use of the Otala Markets chatbot (“Bot”, “Service”), an automated conversational tool provided by Otala Markets (“Otala”, “we”, “us”, “our”). By accessing or using the Bot, you acknowledge that you have read, understood, and agree to be bound by this Policy.

The Bot is designed to provide users with indicative pricing and structuring tools for structured products, including autocallables, reverse convertibles, and capital guarantee products. It does not constitute regulated financial advice or a personal recommendation.

The Bot is intended exclusively for investment professionals and persons classified as professional clients under MiFID II (Directive 2014/65/EU). By using the Bot, you confirm that you meet this classification. Otala Markets reserves the right to suspend or terminate access for any user who does not satisfy this requirement.

2. Delivery Channel and Third-Party Platforms

The Bot is currently accessible via Telegram. Your interactions with the Bot pass through Telegram’s infrastructure, and are subject to Telegram’s own privacy policy and terms of service (<https://telegram.org/privacy>). Otala Markets has no control over Telegram’s collection, storage, or processing of data that occurs within Telegram’s own systems.

In the course of providing the Service via Telegram, Otala Markets receives and processes your Telegram chat ID, username (where available), and message content. If the Bot is made available via additional platforms in the future (such as WhatsApp or a web portal), this Policy will be updated accordingly.

3. AI and Automated Processing Disclosure

The Bot is powered by artificial intelligence, including third-party large language models (“LLMs”). You acknowledge and agree to the following:

- Responses generated by the Bot are produced by AI systems and may contain inaccuracies, incomplete information, or errors (“hallucinations”). All outputs must be independently verified.
- Your conversation data is transmitted to third-party AI service providers for the purpose of generating responses. These providers may include, but are not limited to, OpenAI and Anthropic. Otala Markets selects providers that maintain appropriate data processing standards, and all providers are engaged under data processing agreements.
- The Bot does not make automated decisions with legal or similarly significant effects on you within the meaning of Article 22 of the UK GDPR. The Bot provides indicative information only; all investment and trading decisions remain with you and your professional advisors.
- AI-generated outputs do not reflect the views, opinions, or recommendations of Otala Markets or its employees.

4. Indicative Prices – Important Disclaimer

ALL PRICES, QUOTES, VALUATIONS, AND FINANCIAL DATA PROVIDED BY THE BOT ARE STRICTLY INDICATIVE ONLY.

You expressly acknowledge and agree to the following:

- Prices and data provided by the Bot are derived from third-party data sources and internal models. They may not reflect real-time market conditions, executable levels, or tradeable prices.



- Indicative prices are provided for informational and reference purposes only and do not represent firm offers, bids, or commitments by Otala Markets to transact at any stated price.
- Market prices are subject to rapid change. Any price displayed by the Bot may be stale, inaccurate, or inapplicable to your specific transaction or circumstances by the time it is received.
- Otala Markets does not guarantee the accuracy, completeness, timeliness, or fitness for purpose of any price or financial data provided through the Bot.
- You must independently verify all prices with your Otala Markets sales contact or through official trade execution channels before making any financial decision.

OTALA MARKETS ACCEPTS NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, COST, OR EXPENSE ARISING FROM RELIANCE ON INDICATIVE PRICES OR ANY OTHER INFORMATION PROVIDED BY THE BOT, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL.

5. No Financial Advice

The Bot is an automated tool and does not provide regulated financial, investment, legal, or tax advice. The Bot does not perform any assessment of suitability or appropriateness of any financial instruments or transaction for the User. Nothing communicated by the Bot should be construed as a recommendation, solicitation, or offer to buy or sell any financial instrument, nor as a personal recommendation within the meaning of MiFID II or FCA COBS 9/9A. The Bot is a pricing and structuring tool: you specify the parameters, and the Bot returns indicative pricing for the resulting structure. Users should seek independent professional advice before making any investment or trading decision.

The Bot is not designed or authorised to provide personalised investment advice or recommendations. Users agree not to attempt to circumvent or manipulate the Bot's intended functionality in order to obtain advice, recommendations, or assessments relating to the suitability or appropriateness of any investment or transaction. Any output that appears to constitute a personal recommendation or other regulated advice is unintended, may be inaccurate or incomplete, and must not be relied upon.

6. Data Collection and Use

6.1 Information We Collect

When you interact with the Bot, we may collect and process the following categories of data:

- Conversation content: queries, messages, and inputs you submit to the Bot.
- Platform identifiers: Telegram chat ID, username, and associated metadata.
- Usage metadata: timestamps, session identifiers, interaction frequency, and feature usage patterns.
- Authentication data: where applicable, user identity information linked to your Otala Markets account or professional client classification.
- Technical data: IP address (where available), client type, and device information for security and operational purposes.

6.2 Lawful Basis for Processing

We process your personal data on the following lawful bases under Article 6 of the UK GDPR:

- Legitimate interests (Art. 6(1)(f)): providing and improving the Bot's functionality, monitoring for security and fraud prevention, and analysing usage patterns. Our legitimate interests do not override your fundamental rights and freedoms.



- Contractual necessity (Art. 6(1)(b)): where processing is necessary to provide a service you have requested.
- Legal obligation (Art. 6(1)(c)): where processing is required to comply with applicable regulatory, legal, or contractual obligations, including record-keeping requirements.

6.3 Purpose of Processing

Data collected through the Bot is used for:

- Providing and improving the Bot's functionality and accuracy.
- Monitoring for security, fraud prevention, and compliance obligations.
- Analysing usage patterns to enhance user experience.
- Maintaining audit trails of interactions for regulatory compliance.
- Fulfilling legal, regulatory, and contractual obligations.

Information, parameters, and transaction preferences submitted through the Bot may be used by Otala Markets to prepare indicative structured product terms or structuring proposals at the request of a professional client. Any such activity is undertaken solely on an indicative and non-binding basis unless and until the relevant client has entered into separate contractual arrangements with Otala Markets. No transaction, execution instruction, offer, acceptance, or binding commitment may be made through the Bot alone.

6.4 Data Retention

Conversation data is retained for a minimum of five (5) years from the date of the interaction. After the applicable retention period, data is securely deleted or anonymised. You may request details of the applicable retention schedule by contacting info@otala.markets.

7. International Data Transfers

Your conversation data may be transferred to and processed in countries outside the United Kingdom where our third-party AI service providers operate. Where such transfers occur, we ensure that appropriate safeguards are in place in accordance with UK GDPR, including:

- Standard Contractual Clauses (SCCs) approved by the UK Information Commissioner's Office.
- Adequacy decisions by the UK Secretary of State, where applicable.
- Supplementary measures as required by the ICO's international transfer guidance.

You may request further details of the safeguards applied to international transfers by contacting info@otala.markets.

8. Data Sharing and Third Parties

Otala Markets does not sell your personal data. We may share data with:

- AI service providers (currently OpenAI and/or Anthropic) for the purpose of generating Bot responses, subject to data processing agreements.
- Telegram, as the platform through which the Bot is delivered (subject to Telegram's own privacy policy).
- Other technology service providers engaged to operate, host, or maintain the Bot, subject to appropriate data processing agreements.
- Regulatory authorities and law enforcement where required by applicable law.
- Group entities within the Otala Markets corporate structure for internal operational and compliance purposes.



9. Your Rights

Under the UK GDPR, you have the following rights in respect of your personal data:

- Right of access (Art. 15): to obtain confirmation of whether your data is being processed and to request a copy.
- Right to rectification (Art. 16): to request correction of inaccurate personal data.
- Right to erasure (Art. 17): to request deletion of your personal data, subject to applicable legal retention obligations.
- Right to restriction (Art. 18): to request restriction of processing in certain circumstances.
- Right to data portability (Art. 20): to receive your personal data in a structured, commonly used, machine-readable format.
- Right to object (Art. 21): to object to processing based on legitimate interests.

To exercise any of these rights, please contact info@otala.markets. We will respond within one (1) month. If you are unsatisfied with our response, you have the right to lodge a complaint with the Information Commissioner's Office (ICO) at <https://ico.org.uk>.

10. Data Security

Otala Markets implements appropriate technical and organisational measures to protect data processed through the Bot against unauthorised access, disclosure, alteration, or destruction. However, the Bot operates via third-party platforms (including Telegram). Otala is not responsible for the security, storage, or processing practices of such platforms. No electronic transmission or storage system is entirely secure. Users are advised not to transmit sensitive personal information (such as national insurance numbers, passwords, or bank account details) through the Bot.

11. User Responsibilities

By using the Bot, you agree that you will:

- Use the Bot only for lawful purposes and in accordance with applicable laws and regulations.
- Not attempt to circumvent, manipulate, or reverse-engineer the Bot or its underlying systems.
- Not submit false, misleading, or harmful content to the Bot.
- Not include personal, financial, or sensitive information in your messages to the Bot.
- Not attempt to obtain regulated financial advice, suitability assessments, or personal recommendations through manipulation or misuse of the Bot.
- Independently verify all indicative information before acting upon it.
- Promptly notify Otala Markets of any suspected security breach or misuse of the Bot.
- Not use the Bot if you do not meet the professional client classification requirement set out in Section 1.

12. Eligibility

The Bot is available only to persons who are (a) at least 18 years of age, and (b) classified as professional clients under MiFID II or acting as authorised representatives of such clients. By accessing the Bot, you represent and warrant that you meet both of these requirements.



13. Limitation of Liability

To the maximum extent permitted by applicable law, Otala Markets, its affiliates, directors, officers, employees, and agents shall not be liable for any loss or damage of any kind arising out of or in connection with:

- The accuracy, completeness, or timeliness of any information provided by the Bot, including AI-generated content.
- Any reliance placed on indicative prices, quotes, or data provided by the Bot.
- Interruption, unavailability, or errors in the Bot's operation.
- Unauthorised access to or alteration of your data or communications.
- Any decision made or action taken by you based on information received from the Bot.
- Any failure, error, or limitation of the third-party AI models powering the Bot.

This limitation of liability applies regardless of the legal theory under which a claim is brought, including contract, tort, negligence, or strict liability.

14. Amendments to this Policy

Otala Markets reserves the right to amend this Policy at any time. Material changes will be communicated to users through the Bot or other appropriate channels, together with the updated version number and effective date. Continued use of the Bot following notification of changes constitutes acceptance of the updated Policy. Previous versions of this Policy are available upon request.

15. Governing Law and Jurisdiction

This Policy is governed by and construed in accordance with the laws of England and Wales. Any disputes arising in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Contact

For questions or concerns regarding this Policy, your data, or the Bot, please contact:

Otala.markets LTD

Email: info@otala.markets

Website: www.otala.markets

Otala.markets LTD is authorised and regulated by the Financial Conduct Authority (FCA) in the UK (FRN: 744446).