aurumbeam

LEGAL DOCUMENT

GDPR: Your Rights and How to Exercise Them

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Aurumbeam London Ltd · 20 Wenlock Road, London N1 7GU, United Kingdom
Registered in England and Wales · Company Number 17528961 · aurumbeam.com

This document is the practical guide to the rights you have in respect of your personal data, where those rights end and how you enforce them against Aurumbeam. It does not describe every processing operation in detail. Which data we process for which purpose, to which recipients we disclose them and how long we store them is set out in the privacy policy at aurumbeam.com/datenschutz. The service providers used and the other recipients are also named there, including Hetzner Online GmbH for hosting and servers, Worldpay (UK) Limited for credit card payments, SOOS GmbH (Goldvorsorge, GVS Bullion Group) in Vienna for custody, shipping and delivery, and the notification services of Apple and Google for notifications to your device, in connection with which transfers to the United States of America take place.

The controller within the meaning of Article 4(7) of the UK GDPR and of Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter GDPR) is exclusively:

Aurumbeam London Ltd
20 Wenlock Road, London N1 7GU, United Kingdom
Companies House (Registrar of Companies for England and Wales), Company Number 17528961
Data protection and data subject rights: datenschutz@aurumbeam.com

aurumbeam is the brand and the infrastructure of Aurumbeam London Ltd. No other companies are involved as controllers in the processing of your data.

1 Which data protection law applies

1.1 Territorial scope

Aurumbeam London Ltd has its registered office in London, United Kingdom. Under Article 3(1) UK GDPR, all processing in the context of the activities of this establishment is subject to the UK GDPR and the Data Protection Act 2018, irrespective of where you live and where the data are actually processed. For customers in the United Kingdom, this law is the governing framework.

For customers in Germany, Austria and Liechtenstein, the GDPR applies in addition, because we offer goods and services to persons in the European Union and the European Economic Area (Article 3(2)(a) GDPR). In Liechtenstein, it applies by virtue of the Agreement on the European Economic Area, supplemented by the Liechtenstein Data Protection Act (Datenschutzgesetz, LGBl. 2018 Nr. 272).

The UK GDPR and the GDPR correspond in substance and in the numbering of their articles with regard to the rights described in this document. Where this document refers to an article of the GDPR, the article of the UK GDPR bearing the same number applies accordingly. You may rely on one version, the other, or both.

1.2 Customers in Switzerland

Switzerland is a member of neither the European Union nor the European Economic Area. The UK GDPR nevertheless applies to you, because it is linked to our establishment in the United Kingdom and not to your place of residence. You may therefore assert all rights described in this document against us in exactly the same way as a customer in the United Kingdom or in the European Union.

1.3 What additionally applies to customers in Switzerland

In parallel with the UK GDPR, the totally revised Swiss Federal Act on Data Protection (DSG, SR 235.1) together with the Data Protection Ordinance (DSV, SR 235.11), both in force since 1 September 2023, apply to you. Under Art. 3(1) DSG, the Act covers circumstances that have an effect in Switzerland, even if they are initiated abroad. You therefore have a choice: you may rely on the UK GDPR, on the DSG, or on both.

SUBJECT MATTER	UK GDPR AND GDPR	REVISED DSG
Access	Article 15 GDPR, first copy free of charge	Art. 25 DSG, as a rule free of charge (Art. 25(6) DSG)
Time limit for access	one month, extendable by two months (Article 12(3) GDPR)	as a rule 30 days (Art. 25(7) DSG in conjunction with Art. 18(1) DSV)
Restrictions on access	Article 15(4) and Article 23 GDPR	Art. 26 DSG
Rectification	Article 16 GDPR	Art. 32(1) DSG
Provision and transfer of data	Article 20 GDPR	Art. 28 DSG
Objection to processing	Article 21 GDPR	Art. 30(2)(b) DSG, processing against the express wishes of the person concerned
Automated individual decision	Article 22 GDPR	Art. 21 DSG, information and right to review by a natural person
Notification of data security breaches	Article 33, 72 hours to the supervisory authority	Art. 24 DSG, "as soon as possible" to the EDÖB, no fixed time limit
Supervision	Information Commissioner's Office in the United Kingdom; insofar as the GDPR applies, any supervisory authority in the European Union and in Liechtenstein	Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter (Federal Data Protection and Information Commissioner) in Bern

In addition, the following applies to Switzerland:

- **Data flow.** The disclosure of your data from Switzerland to the United Kingdom is permitted without additional safeguards, because the United Kingdom is recognised under Swiss law as a state with an adequate level of data protection. For transfers from the European Union to the United Kingdom, there is an ade-

quacy decision of the European Commission under Article 45 GDPR, renewed on 19 December 2025 and valid until 27 December 2031.

- **Representative in Switzerland under Art. 14 DSG.** A representative must be designated only if all four conditions of Art. 14(1) DSG are met cumulatively: a connection with the offering of goods or services or with the monitoring of the behaviour of persons in Switzerland, extensive processing, regular processing and a high risk to the personality of the data subjects. Aurumbeam reviews these conditions on an ongoing basis and documents the result. As soon as a representative must be designated, we will publish the name and address in the privacy policy in accordance with Art. 14(3) DSG. Under Art. 14(2) DSG, the representative serves as a point of contact for data subjects and for the EDÖB and, under Art. 15 DSG, maintains the record of processing activities. Irrespective of this, you can reach us at any time at datenschutz@aurumbeam.com and at the address stated above.

1.4 Relationship to the other documents

DOCUMENT	CONTENT
Privacy policy, aurumbeam.com/datenschutz	Purposes, categories of data, legal bases, recipients, transfers to third countries, storage periods, cookies and software components
This document	Your rights, their limits, request procedure, model wording, supervisory authorities, personal data breaches
Legal notice and liability	Provider identification, competent authorities, complaint and dispute resolution channels
Country-specific consumer information	Country-specific information including the data protection supervisory authority in your country of residence

2 Your rights at a glance

The articles cited apply under the UK GDPR and, where applicable, under the GDPR. The corresponding rights under the Swiss DSG are set out in section 1.3.

RIGHT	PROVISION	TIME LIMIT FOR OUR RESPONSE	HOW TO EXERCISE
Access and copy of data	Article 15 GDPR	one month, extendable by two months	App, aurumbeam access or datenschutz@aurumbeam.com
Rectification and completion	Article 16 GDPR	without undue delay, at the latest within one month	App, aurumbeam access or datenschutz@aurumbeam.com
Erasure	Article 17 GDPR	without undue delay, at the latest within one month	Deletion of your aurumbeam access in the app or datenschutz@aurumbeam.com

RIGHT	PROVISION	TIME LIMIT FOR OUR RESPONSE	HOW TO EXERCISE
Restriction of processing	Article 18 GDPR	without undue delay, at the latest within one month	datenschutz@aurumbeam.com
Notification to recipients	Article 19 GDPR	together with implementation	no separate request required
Data portability	Article 20 GDPR	one month, extendable by two months	datenschutz@aurumbeam.com
Objection	Article 21 GDPR	without undue delay, immediately in the case of direct marketing	datenschutz@aurumbeam.com or unsubscribe link
Withdrawal of consent	Article 7(3) GDPR	immediate effect for the future	Settings in the app, unsubscribe link, datenschutz@aurumbeam.com
No automated individual decision	Article 22 GDPR	without undue delay	datenschutz@aurumbeam.com
Complaint to a supervisory authority	Article 77 GDPR	determined by the authority	directly to the authority, see section 9
Judicial remedy	Article 79 GDPR	determined by the court	Action before the courts in the United Kingdom or, insofar as the GDPR applies, at your habitual residence
Compensation	Article 82 GDPR	determined by the court	Notify us of the claim or assert it in court

3 Why the legal basis determines which right you have

Not every right applies to every processing operation. The right to data portability under Article 20 GDPR exists only for processing that is based on consent or on a contract and is carried out by automated means. The right to object under Article 21 GDPR exists only for processing based on a legitimate interest or on a task carried out in the public interest. It is therefore essential for you to know on which basis we rely for a given processing operation.

3.1 The three bases relied on by Aurumbeam

- **Article 6(1)(b) GDPR, performance of a contract.** This basis applies where the processing is necessary for us to be able to provide our contractual services at all.
- **Article 6(1)(c) GDPR, compliance with a legal obligation.** This basis applies only where a specific legal provision actually requires us to carry out the processing. It may not be used as a general justification.

- **Article 6(1)(f) GDPR, legitimate interest.** This basis applies where we pursue a specifically identified interest of our own, the processing is necessary for that purpose and your interests and fundamental rights do not override it. We document the balancing exercise for each processing operation.

In addition, **Article 6(1)(a) GDPR** applies to processing based exclusively on your consent.

3.2 Identity verification: no general legal obligation

Aurumbeam carries out identity verification itself. Aurumbeam staff examine a valid official photo identity document and compare it with the data you have provided. No external service provider is involved in the verification. Images of identity documents are deleted after the verification has been completed, at the latest 30 days thereafter; the verification result and the verified master data remain stored.

Aurumbeam does not hold any authorisation from the Financial Conduct Authority and does not provide banking, financial, payment or e-money services. In the United Kingdom, dealers in precious metals are obliged entities under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 only if they accept cash payments of EUR 10,000 or more. Aurumbeam does not accept cash payments; payment is made exclusively by credit card, and the anti-money laundering checks of the payment service provider apply in addition. Aurumbeam is therefore not an obliged entity under anti-money laundering law as it currently stands.

It follows that we do **not** base identity verification **as a general matter** on Article 6(1)(c) GDPR. It is based predominantly on a contractual and voluntary self-commitment and on the aim of preventing fraud and misuse. Identification always takes place before any payout and delivery and before the allocation of beamed quantities to the recipient. Specifically:

- **Article 6(1)(b) GDPR**, insofar as the verification is necessary for the performance of the contract. Without a verified identity, we cannot allocate the purchased gold to a person with legal certainty, pay the buy-back proceeds to the person entitled, make a physical delivery to the person entitled or allocate a beamed quantity to the recipient entitled. These are core obligations under the custody agreement and purchase agreement, not mere ancillary services.
- **Article 6(1)(f) GDPR**, insofar as the verification goes beyond what is contractually necessary. Our legitimate interest lies in preventing the takeover of other persons' access, identity misuse, payment fraud and the improper use of the infrastructure, and in protecting the holdings of all other customers. You may object to this processing under Article 21(1) GDPR.
- **Article 6(1)(c) GDPR** only where a provision actually requires the processing. This is the case for screening against the sanctions lists of the European Union and the United Kingdom and, insofar as German VAT law applies to a transaction, for the identification, recording and retention obligations which § 25c(6) UStG declares to apply accordingly to transactions in investment gold.

The verification is carried out by Aurumbeam staff as an examination of the photo identity document and a comparison with the data provided. No biometric matching takes place. No biometric data within the meaning of Article 9 GDPR are processed.

Aurumbeam is aligning its processes with Regulation (EU) 2024/1624, which applies from 10 July 2027. Insofar as that Regulation gives rise to legal obligations to identify, to retain identification documents or to monitor transactions, such processing will from then on be based on Article 6(1)(c) GDPR in conjunction with the provisions of that Regulation. We will amend the privacy policy in good time and inform you in advance.

3.3 Overview of the legal bases and their consequences for your rights

PROCESSING	LEGAL BASIS	WHY THIS BASIS APPLIES	CONSEQUENCE FOR YOUR RIGHTS
Registration, maintenance of your aurumbeam access, provision of the app and web application	Article 6(1) (b) GDPR	no provision of services without aurumbeam access	Access, rectification, erasure, restriction and portability; no right to object under Article 21
Identity verification, insofar as contractually necessary	Article 6(1) (b) GDPR	Allocation of the gold, payout and delivery to the person entitled	as above
Identity verification and screening beyond that, fraud and misuse prevention, manual review of conspicuous transactions, security logs	Article 6(1) (f) GDPR	Protection against takeover of other persons' access, identity misuse and payment fraud, protection of the holdings of all customers	Objection under Article 21(1) GDPR possible; no portability under Article 20
Identification in the purchase of precious metals from you	Article 6(1) (b) and (f) GDPR	Establishing your entitlement, preventing the purchase of lost or stolen goods, evidence in the purchase receipt	Objection to the part based on point (f) possible; no erasure before expiry of the retention period for accounting records
Purchase, buy-back, custody, maintenance of the custody register	Article 6(1) (b) GDPR	Core service under the contract	Portability under Article 20; erasure only after expiry of the retention periods
Credit card payment, physical delivery, recurring purchases, beaming (transfer of gold holdings)	Article 6(1) (b) GDPR	Performance of the transaction instructed in each case	as above
Logging in the closed logging system	Article 6(1) (f) GDPR	tamper-proof and traceable documentation of the holdings and their allocation	Objection possible, technical limits under section 6.3
Accounting, invoices, tax records	Article 6(1) (c) GDPR	Retention obligations under the law of the United Kingdom, in particular sections 386 to 388 of the Companies Act 2006 and tax law	no objection, no erasure before expiry of the retention period
Newsletter, direct marketing, analytics and audience measurement	Article 6(1) (a) GDPR	based exclusively on your decision	withdrawal at any time, portability under Article 20

PROCESSING	LEGAL BASIS	WHY THIS BASIS APPLIES	CONSEQUENCE FOR YOUR RIGHTS
Establishment and defence of legal claims	Article 6(1) (f) GDPR	Protection of our own rights within the limitation periods	Objection possible, limit under Article 17(3)(e) GDPR

4 Your rights in detail

4.1 Right of access, Article 15 GDPR

Scope. You may obtain from us confirmation as to whether or not we process personal data concerning you. Where that is the case, you are entitled to access to those data and to information about the purposes of the processing, the categories of data, the recipients or categories of recipients, the envisaged storage period or the criteria used to determine it, the existence of your rights to rectification, erasure, restriction and objection, the right to lodge a complaint with a supervisory authority, the source of the data where we have not collected them from you, and the existence of automated decision-making, including the logic involved. Where data are transferred to a third country, you are entitled to be informed of the safeguards under Article 46 GDPR. Under Article 15(3) GDPR, we will in addition provide you with a copy of the data processed. The Court of Justice of the European Union clarified in its judgment of 4 May 2023 in Case C-487/21 that the copy must be a faithful and intelligible reproduction of the data, and in its judgment of 12 January 2023 in Case C-154/21 that you are in principle entitled to be told the specific recipients and not merely the categories of recipients.

Limits. Under Article 15(4) GDPR, the copy must not adversely affect the rights and freedoms of others. We therefore redact information concerning other customers, staff or third parties. Further limits are set out in section 6.

Time limit. One month from receipt, extendable by a further two months under Article 12(3) GDPR.

How to exercise. You can obtain the most important information yourself at any time via your aurumbeam access: master data, overview of holdings, transaction history, invoices and contractual documents. For full access, write to datenschutz@aurumbeam.com and state your custody agreement number. Model wording can be found in section 8.

4.2 Right to rectification, Article 16 GDPR

Scope. You may require the rectification of inaccurate data without undue delay and, taking into account the purposes of the processing, the completion of incomplete data, including by means of a supplementary statement.

Limits. The right relates to facts, not to assessments. Bookings made, orders executed and transactions completed are facts and are not altered retrospectively. An incorrect booking is corrected by a correcting counter-entry, so that the correct position remains apparent and the transaction is documented in a traceable manner. In the event of a change of name or address, an update may require a new verification, because the allocation of the custody holding depends on it.

Time limit. Without undue delay, at the latest within one month.

How to exercise. You can change your address, telephone number, email address and bank details in the settings of your aurumbeam access. To change your name, date of birth or nationality, write to datenschutz@aurumbeam.com and enclose suitable evidence.

4.3 Right to erasure, Article 17 GDPR

Scope. You may require the erasure of your data without undue delay, in particular where the data are no longer necessary for the purposes for which they were collected, where you withdraw consent and there is no other legal basis, where you object under Article 21(1) GDPR and there are no overriding legitimate grounds, where you object to direct marketing under Article 21(2) GDPR, or where the data have been unlawfully processed.

Limits. Article 17(3) GDPR excludes the right insofar as the processing is necessary for compliance with a legal obligation (point (b)) or for the establishment, exercise or defence of legal claims (point (e)). Both apply to large parts of your contractual, accounting and identification data. Details and time limits are set out in section 6.

Time limit. Without undue delay, at the latest within one month.

How to exercise. You can arrange the deletion of your aurumbeam access in the app under Settings and via the deletion page on aurumbeam.com, which is accessible without logging in. Please sell or take delivery of your holding beforehand, so that no open positions remain. We will confirm to you which data have been erased, which data we continue to retain on the basis of which provision and when those data will be erased. For the period until the time limit expires, we restrict processing to retention and block the data for all other purposes.

4.4 Right to restriction of processing, Article 18 GDPR

Scope. You may require us only to store your data and not to use them further where you contest the accuracy of the data, for the duration of our verification; where the processing is unlawful but you request restriction instead of erasure; where we no longer need the data but you require them for the establishment, exercise or defence of legal claims; or for as long as we are examining your objection under Article 21(1) GDPR. Under Article 18(2) GDPR, we may process restricted data only with your consent, for the establishment of legal claims, for the protection of the rights of another person or for reasons of important public interest.

Limits. Restriction does not cover mere storage. It may also mean that we are temporarily unable to service your aurumbeam access, because we need to access the

same data for purchase, buy-back, beaming and delivery. We will inform you of this before implementing the restriction.

Time limit. Without undue delay, at the latest within one month. Before lifting the restriction, we will inform you in accordance with Article 18(3) GDPR.

How to exercise. In writing to datenschutz@aurumbeam.com, stating which data are concerned and on which of the four grounds you rely.

4.5 Right to data portability, Article 20 GDPR

Scope. You receive the data you have provided to us in a structured, commonly used and machine-readable format and may transmit them to another controller. On request, we will transmit them directly, where technically feasible.

Limits. The right exists only for processing that is based on consent under Article 6(1)(a) or Article 9(2)(a) GDPR or on a contract under Article 6(1)(b) GDPR and is carried out by automated means. It does not exist for data that we process on the basis of a legal obligation or a legitimate interest. Moreover, it covers only the data you have provided, not our own analyses, risk assessments or verification notes. Under Article 20(4) GDPR, the rights of others must not be adversely affected.

Time limit. One month, extendable by two months.

How to exercise. Request to datenschutz@aurumbeam.com. We provide master data, transaction history and holdings data as a CSV file and additionally as a PDF file.

4.6 Right to object, Article 21 GDPR

Notice under Article 21(4) GDPR

You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data concerning you which is based on Article 6(1)(f) GDPR. We will then no longer process the data concerned, unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing serves the establishment, exercise or defence of legal claims.

Where your data are processed for direct marketing purposes, you have the right to object at any time to such processing. You do not need to give reasons for the objection. Following such an objection, we will no longer use your data for direct marketing.

Scope. At Aurumbeam, an objection under Article 21(1) GDPR concerns in particular fraud and misuse prevention going beyond what is contractually necessary, security logging and logging in the logging system. An objection under Article 21(2) GDPR concerns direct marketing, including any related profiling, and takes effect without any balancing exercise.

Limits. In the case of an objection under paragraph 1, we carry out a balancing exercise. For security-related processing, our interest and at the same time the inter-

est of all other customers in the protection of their holdings will as a rule prevail. An objection to processing based on Article 6(1)(b) or (c) GDPR is not possible; in those cases, erasure after expiry of the time limit or termination of the contract are the available options. We will inform you of the outcome of the balancing exercise, with reasons.

Time limit. Without undue delay. In the case of direct marketing, we implement the objection immediately.

How to exercise. For marketing, the unsubscribe link in every marketing email or the switch in the notification settings of the app is sufficient. Otherwise, write to datenschutz@aurumbeam.com and set out the grounds relating to your particular situation.

4.7 Withdrawal of consent, Article 7(3) GDPR

Scope. If you have consented to processing, you may withdraw your consent at any time. Withdrawal must be as easy as giving consent. At Aurumbeam, this concerns in particular the newsletter and other direct marketing, analytics and audience measurement, campaign measurement and testing of design variants in the app and on the web, and marketing notifications to your device.

Limits. Withdrawal takes effect only for the future. The lawfulness of the processing carried out before withdrawal remains unaffected. Data that we also process on another basis, such as transaction data for the performance of the contract, remain unaffected by a withdrawal. As evidence under Article 7(1) and Article 5(2) GDPR, we store the withdrawal itself and a minimal entry on a suppression list, so that you are not contacted again.

Time limit. Immediate effect.

How to exercise. Newsletter via the unsubscribe link; notifications and analytics via the privacy settings in the app and via the link to the cookie settings in the footer of aurumbeam.com; otherwise via datenschutz@aurumbeam.com.

4.8 No automated individual decision, Article 22 GDPR

Scope. You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you. We do not take such decisions. Conspicuous transactions are reviewed manually by staff; technical aids such as sanctions list screening only provide indications. If we refuse a registration, do not execute a transaction or block an aurumbeam access, a competent person first reviews the facts on their merits. A mere confirmation of a technical result is not sufficient for us; the reviewing person has decision-making authority and access to all relevant information. In doing so, we are guided by Article 22(3) GDPR and by the judgment of the Court of Justice of the European Union of 7 December 2023 in Case C-634/21.

Your rights in these cases. You may request a fresh review by another person, express your own point of view and contest the decision. On request, we will explain the main reasons.

Limits. We may not explain the reasons insofar as this would disclose safeguarding mechanisms, knowledge of which would make misuse possible in the first place, or insofar as we are legally prevented from providing information. For the latter case, see section 6.4. Pricing, mark-ups, mark-downs and fees, as well as general amount limits, for example for beaming, are not based on an assessment of your person and do not fall under Article 22 GDPR.

Time limit. Without undue delay, at the latest within one month.

How to exercise. Write to datenschutz@aurumbeam.com and describe the transaction, stating the date and your custody agreement number.

4.9 Complaint to a supervisory authority, Article 77 GDPR

Scope. Without prejudice to other remedies, you may lodge a complaint with a supervisory authority if you consider that the processing of your data infringes the UK GDPR or the GDPR. In the United Kingdom, the authority competent for Aurumbeam London Ltd is the Information Commissioner's Office. Insofar as the GDPR applies, you may choose any supervisory authority in the European Union and in Liechtenstein, in particular the authority of your habitual residence, your place of work or the place of the alleged infringement.

No lead authority in the Union. Because Aurumbeam London Ltd has no establishment in the European Union, there is no lead supervisory authority under Article 56 GDPR. Any supervisory authority in the European Union and in Liechtenstein with which you lodge a complaint is competent for your complaint. For customers in Switzerland, the EDÖB is competent.

Time limit. Under Article 77(2), the supervisory authority will inform you of the progress and the outcome of the complaint, including the possibility of a judicial remedy under Article 78. Processing times are set by the respective authority.

How to exercise. Addresses and websites are set out in section 9. A complaint to us is not a prerequisite, but we ask you to give us an opportunity to resolve the matter first.

4.10 Judicial remedy and compensation, Article 79 and Article 82 GDPR

Judicial remedy. Under Article 79 UK GDPR and GDPR, you may take legal action against us irrespective of any complaint. The courts in the United Kingdom have jurisdiction and, insofar as the GDPR applies, under Article 79(2) GDPR, the courts of the state of your habitual residence.

Compensation. Under Article 82(1) GDPR, you are entitled to compensation for material or non-material damage suffered as a result of an infringement of the UK GDPR or the GDPR. Under Article 82(3) GDPR, liability is excluded if we prove that we are not in any way responsible for the event giving rise to the damage. The Court of Justice of the European Union ruled in its judgment of 4 May 2023 in Case C-300/21 that an infringement alone does not give rise to a claim, but that damage actually suffered must be shown, while on the other hand there is no threshold of seriousness below which non-material damage would be disregarded.

How to exercise. You may first notify us of the claim informally. Describe the incident, the damage claimed and the connection between the two. We will examine the claim and respond with reasons. The judicial route remains open to you irrespective of this.

5 Further rights that we observe of our own motion

RIGHT	PROVISION	WHAT WE DO
Notification to recipients	Article 19 GDPR	We notify all recipients to whom we have disclosed the data of any rectification, erasure or restriction, unless this proves impossible or involves disproportionate effort. On request, we will name these recipients to you.
Information at the time of collection	Article 13 and Article 14 GDPR	We provide information at the time of collection. Where we receive data about you from other sources, for example from the transferring customer in the case of beaming (transfer of gold holdings) or from a partner in the affiliate programme, we will inform you within one month, at the latest at the time of the first communication to you.
Communication of personal data breaches	Article 34 GDPR	see section 10

6 Limits of these rights in our business model

Your rights apply without restriction, unless a legal provision or an overriding interest stands in the way. These limits are more pronounced in a custody business involving physical gold than in an ordinary sale of goods. We therefore disclose them.

6.1 Statutory retention obligations

For as long as a statutory retention obligation is running, Article 17(3)(b) GDPR takes precedence over erasure. In that case, we block the data concerned for all other purposes and retain them exclusively for the purpose of complying with the obligation. Insofar as we retain documents beyond the statutory minimum period, we rely on Article 17(3)(e) GDPR, because the documents serve the establishment and defence of claims and the evidence of allocation.

CATEGORY OF DATA	PERIOD	BASIS
Invoices, accounting records, accounting registers, tax documents and the associated contractual documents	10 years	Obligations to keep and retain accounting records under sections 386 to 388 of the Companies Act 2006 and the tax law of the United Kingdom; insofar as the period extends beyond this, Article 6(1)(f) GDPR for evidence and the defence of claims
Customer contracts and acceptance records	10 years from the end of the contract	Article 6(1)(f) GDPR for evidence and the defence of claims
Receipts for the purchase of precious metals from customers, with first name, surname, date of birth and the type and number of the photo identity document	10 years as part of the purchase receipt	as for accounting records
Identification documents, insofar as German VAT law applies to a transaction	5 years, at most 10 years	§ 25c(6) UStG in conjunction with § 8(4) GwG
Identification and transaction documents from 10 July 2027, insofar as Aurumbeam falls within the scope of Regulation (EU) 2024/1624	5 years from the end of the business relationship or from the execution of the transaction, extension by at most a further 5 years only on the order of an authority, thereafter erasure	Article 77 of Regulation (EU) 2024/1624
Documents relating to pending or threatened litigation	until final conclusion plus the limitation periods	Article 17(3)(e) GDPR
Evidence of consents and their withdrawal	duration of the consent plus a buffer for the limitation period	Article 7(1) and Article 5(2) GDPR
Server and security logs	7 days, in the case of a documented security incident up to 90 days	Article 6(1)(f) GDPR

We maintain separate deletion classes. The deletion of an aurumbeam access therefore does not trigger a blanket deletion run, but a category-by-category review: data not subject to a retention obligation are erased immediately, all other data on expiry of the period applicable to them.

One point in your interest: the transaction history is at the same time your evidence vis-à-vis the tax authorities, for example as to the date of acquisition, acquisition costs and holding period. We therefore keep it available even if you no longer carry on any active business with us, and will provide it to you on request even after the deletion of your aurumbeam access. We do not assess how an individual transaction is to be treated for tax purposes; we do not provide tax information or tax advice.

6.2 Immutability of the custody register history

The custody register is the authoritative documentation and the authoritative evidence of the allocation of the physical gold to customers. It allocates to each cus-

tomer either an individually identified item in sole ownership or a share in co-ownership in fractional shares in a specifically identified item or in a collective holding. It documents without gaps when an allocation was created, changed, transferred or terminated.

This history cannot be altered retrospectively. This is not a matter of technical convenience but a necessity:

1. **Evidence of your ownership.** Your ownership or co-ownership is evidenced by the chain of entries. If a link in this chain is deleted, your right to the physical holding can no longer be proven, to your detriment.
2. **Protection of the other customers.** Several customers may hold fractional shares in a single item. Changing an entry would interfere with the legal position of third parties. Article 17(3)(e) and Article 20(4) GDPR protect these rights.
3. **Reconciliation with the physical holding.** The sum of all registered claims must at all times match the metal actually held in custody. This reconciliation can only be verified on the basis of the complete history, including by external auditors.
4. **Protection in an insolvency.** Gold allocated to you in the custody register is in your ownership or co-ownership and does not form part of the assets of Aurumbeam. The register history evidences this allocation. An incomplete history jeopardises precisely this protection.

In practice, this means that register entries are neither altered nor deleted during the term of the contract and the statutory retention periods; audit-proof integrity is maintained by counter-entries. Rectification under Article 16 GDPR is therefore effected in the custody register by a correcting subsequent entry, not by overwriting. After expiry of the retention periods, the allocation data are erased or anonymised; the register and log entries thereby cease to relate to an identifiable person. The accounting record of holdings as such remains unaffected.

6.3 Entries in the logging system

Movements of holdings are additionally recorded in a closed, access-restricted logging system, which Aurumbeam operates itself on servers of Hetzner Online GmbH in Germany; there is no external operator. The allocation of your gold is determined exclusively by the custody register. The log only reflects events after the fact and has no constitutive legal effect.

No plain-text data about your person are stored in the log, only a technical identifier, the quantity, the timestamp and a transaction identifier. The identifier is a pseudonym and, under Article 4(5) GDPR, remains personal data for as long as the link to your person exists. This link is held exclusively in the custody register, outside the logging system.

We follow Guidelines 02/2025 of the European Data Protection Board in the final version 2.0 of 7 July 2026 (see section 6.3 of the privacy policy for further details). According to these guidelines, hash values, including salted hash values, remain

personal data. Upon a request for erasure, the data stored in the log must be effectively anonymised and all identifying data outside the log must be erased.

For your rights, this means:

- **Erasure.** Log entries are neither altered nor deleted during the term of the contract and the retention periods. If you request erasure and no retention obligations stand in the way, or if the retention period has expired, we delete the link between the technical identifier and your person, destroy the associated key material and erase the identifying data outside the logging system in accordance with the deletion concept set out in the privacy policy. The remaining log entries are then anonymised.
- **Rectification.** We rectify inaccurate information by means of a correcting subsequent entry. The original entry remains in place but is superseded by the subsequent entry.
- **Objection.** Logging is based on Article 6(1)(f) GDPR. You may object to it under Article 21(1) GDPR. However, our legitimate interest in tamper-proof documentation of the holdings carries considerable weight, because the same documentation at the same time secures your position and the position of all other customers.

6.4 Restrictions in special cases

Aurumbeam is not an obliged entity under anti-money laundering law as it currently stands (section 3.2). We therefore restrict your rights of access under Article 15, to erasure under Article 17, to restriction under Article 18 and to object under Article 21 only insofar as there is a specific statutory, official or judicial basis in the individual case, in particular under sanctions law or under an order of an authority or a court prohibiting us from making a disclosure. The legal basis for the restriction in the United Kingdom is the Data Protection Act 2018, in particular Schedule 2 thereto, and, insofar as the GDPR applies, Article 23(1)(d) and (e) GDPR in conjunction with the relevant provision in each case.

Should Aurumbeam become an obliged entity under anti-money laundering law in future, for example under Regulation (EU) 2024/1624, which applies from 10 July 2027, the provisions then in force may require us to report certain matters to the competent financial intelligence unit and not to inform you of such a report, of any subsequent proceedings or of requests for information from authorities. From the time such status arises, the following applies:

1. **Standardised response.** Our response to a request for access in this area will then always be worded in the same way, regardless of whether or not a report has been made in the individual case. You therefore cannot infer from the wording of our response whether a report exists.
2. **Temporary effect.** The restriction applies only for as long as and to the extent that it is required by law.

We will amend the privacy policy and this document before any such status arises. In any event: as soon as a restriction ceases to apply, we will on request provide you

with the information withheld and implement any request previously deferred. Your right to lodge a complaint under Article 77 and your judicial remedy under Article 79 remain unaffected; the supervisory authority may review the lawfulness of the restriction in our stead.

6.5 Rights of others and trade and business secrets

Under Article 15(4) and Article 20(4) GDPR, access and portability must not adversely affect the rights of others. This concerns above all information about other customers in the case of beaming, information about staff in internal notes and information about third parties in support cases. Likewise, the verification criteria used in our fraud and misuse checks are not disclosed, because knowledge of them would undermine the protection of all customers. In these cases, we redact selectively and otherwise provide access in full.

7 Procedure for a request

7.1 Verification of your identity

Before we provide access, release data, erase or rectify data, we must be certain that the request actually comes from you. The reason is readily apparent: access given to the wrong person reveals financial data, erasure at the request of someone else destroys your evidence, and a change of bank details at the request of someone else diverts payouts. Identity verification protects you, not us. Article 12(6) GDPR expressly permits us to request additional information where we have reasonable doubts as to identity.

In practice, we proceed in stages:

SITUATION	WHAT WE REQUIRE
Request made from within your logged-in aurumbeam access	no further verification
Request by email from the address registered with us	Confirmation via the second security level registered in your aurumbeam access or confirmation via your aurumbeam access
Request from an unknown address or without reference to an aurumbeam access	Custody agreement number, name and date of birth, together with a confirmation via the registered contact address
Request by an authorised representative or a lawyer	Authority in text form and proof of identity of the person represented
Request by heirs following a death	Proof of status as heir; the rights under the UK GDPR and the GDPR do not accrue to deceased persons, heirs receive information for the purpose of winding up the contractual relationship

We do not request a fresh copy of an identity document if your identity is already secured via your aurumbeam access. Should evidence nevertheless be required in an individual case, we use it exclusively to verify the request and delete it afterwards.

7.2 Acknowledgement of receipt

We acknowledge every request within three working days of receipt. The acknowledgement contains a reference number, a statement of which right we understand your letter to invoke, the start of the processing period and, where necessary, a query relating to identity verification or to clarify your request. Where we process a very large quantity of data, we may, in accordance with Recital 63 of the GDPR, ask you to specify the data or processing operations to which your request for access relates. The time limit continues to run in the meantime; such specification is not a precondition for processing the request.

7.3 Processing period

Under Article 12(3) GDPR, we provide you with the information without undue delay and in any event within one month of receipt of the request. That period may be extended by a further two months where necessary, taking into account the complexity and number of the requests. We will inform you of any such extension and the reasons for it within one month of receipt of the request. The period begins on receipt of the request, not on completion of identity verification; if the verification is delayed because a response from you is outstanding, we will let you know.

If we do not take action, we will inform you, in accordance with Article 12(4) GDPR, within one month of the reasons and of the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

7.4 Form of the response

In accordance with Article 12(1) GDPR, we respond in a concise, transparent, intelligible and easily accessible form, using clear and plain language. If you make the request electronically, we respond electronically, unless you indicate otherwise. The response is given in German; on request, we will respond in English. We provide the copy of the data under Article 15(3) GDPR as a PDF file, and structured data sets additionally as a CSV file. On request, you will receive the response in paper form at the address registered in your aurumbeam access. If we refuse a request in whole or in part, we give reasons and state the provision on which we rely.

7.5 Costs

Processing is free of charge for you. This applies to all rights described in this document and to the first copy of the data under Article 15(3) GDPR.

Two exceptions arise from the Regulation itself:

- **Further copies.** For further copies of the same data, we may, under the second sentence of Article 15(3) GDPR, charge a reasonable fee based on administrative costs. We will announce any such fee in advance, so that you can withdraw the request.

- **Manifestly unfounded or excessive requests.** In the case of manifestly unfounded or excessive requests, in particular because of their repetitive character, we may, under Article 12(5) GDPR, either charge a reasonable fee or refuse to act on the request. We bear the burden of demonstrating that a request is manifestly unfounded or excessive. We interpret this standard narrowly: a repeated request is not excessive for us merely because you have already requested access on an earlier occasion. A new set of facts, an interval of several months or an intervening change in the processing always justify a legitimate new request.

8 Model wording for the most common requests

You may use the following texts without amendment. Address them to **Aurumbeam London Ltd, Data Protection**, by email to **datenschutz@aurumbeam.com** or by post to 20 Wenlock Road, London N1 7GU, United Kingdom, and add your name and your custody agreement number. No particular form is prescribed; a simple email is sufficient. The texts cite the articles of the GDPR; you may equally cite the articles of the UK GDPR bearing the same numbers or the provisions of the Swiss DSG. The processing of your request does not depend on which provision you cite.

MATTER	SUBJECT LINE	TEXT
Access under Article 15 GDPR	Request for access under Article 15 GDPR	"To Aurumbeam London Ltd, Data Protection: I hereby request access under Article 15 GDPR to all personal data concerning me that you process. I also request the information under Article 15(1)(a) to (h) GDPR, in particular the identification of the specific recipients, and a copy of the data under Article 15(3) GDPR in electronic form. My name is …, my custody agreement number is …"
Access limited to a specific area	Request for access under Article 15 GDPR, limited	"I hereby request access under Article 15 GDPR, limited to the following processing operations: … I request information as to which data are held in this respect, from which source they originate and to which recipients they have been disclosed."
Rectification under Article 16 GDPR	Rectification under Article 16 GDPR	"The following information stored by you is inaccurate: … The correct information is: … I request rectification under Article 16 GDPR and notification to all recipients under Article 19 GDPR. I enclose evidence."
Completion under Article 16 GDPR	Completion under Article 16 GDPR	"The data stored about me are incomplete. The following is missing: … I request completion under Article 16 GDPR."
Erasure under Article 17 GDPR	Erasure under Article 17 GDPR	"I hereby request the erasure of all personal data concerning me under Article 17(1) GDPR. My holding has been fully settled. Please inform me which data have been erased, which data you continue to retain on the basis of which legal provision and when those data will be erased."
Restriction under Article 18 GDPR	Restriction of processing under Article 18 GDPR	"I contest the accuracy of the following data: … Pending clarification, I request restriction of processing under Article 18(1)(a) GDPR."

MATTER	SUBJECT LINE	TEXT
Data portability under Article 20 GDPR	Data portability under Article 20 GDPR	"I hereby request the provision of all data provided by me in a structured, commonly used and machine-readable format under Article 20(1) GDPR. Please send me the data as a CSV file."
Objection to direct marketing under Article 21(2) GDPR	Objection to direct marketing	"I hereby object to the processing of my data for the purpose of direct marketing under Article 21(2) GDPR. Please cease all marketing communications by email, by message to my device and by post and confirm to me that this has been implemented."
Objection under Article 21(1) GDPR	Objection under Article 21(1) GDPR	"I hereby object to the processing of my data based on Article 6(1)(f) GDPR for the following purpose: … The grounds relating to my particular situation are: … Please inform me of the outcome of your balancing exercise, with reasons."
Withdrawal of consent under Article 7(3) GDPR	Withdrawal of my consent	"I hereby withdraw my consent given on … to the following processing: … The withdrawal takes effect for the future. Please confirm to me that this has been implemented."
Review of a decision by a person	Review of a decision	"On …, the following decision was taken: … I request a review by a competent person at Aurumbeam London Ltd, express my point of view and contest the decision. My point of view is as follows: …"
Complaint to us before a complaint to a supervisory authority	Complaint in a data protection matter	"I object to the following matter: … Please provide a statement within one month. If the matter is not resolved, I reserve the right to lodge a complaint with the Information Commissioner's Office or with another competent supervisory authority."

9 Contact channel, time limits and supervisory authorities

9.1 Contact for requests

CHANNEL	DETAILS
Email for all data subject rights	datenschutz@aurumbeam.com
Post	Aurumbeam London Ltd, Data Protection, 20 Wenlock Road, London N1 7GU, United Kingdom
In the app	Settings, Privacy section, then data export, delete aurumbeam access and manage consents
Without logging in	Deletion page and cookie settings on aurumbeam.com

We provide information about personal data exclusively in text form to the email address registered in your aurumbeam access or by post to the registered address.

9.2 Time limits at a glance

STEP	TIME LIMIT
Acknowledgement of receipt by us	3 working days
Response to a request under Articles 15 to 22 GDPR	1 month from receipt, Article 12(3) GDPR
Notification of an extension of the time limit	within 1 month of receipt
Maximum duration after extension	3 months from receipt
Notification if we do not take action	within 1 month, Article 12(4) GDPR
Implementation of an objection to marketing	immediately
Access under Swiss law	as a rule 30 days, Art. 25(7) DSG in conjunction with Art. 18(1) DSV
Notification of a personal data breach to the supervisory authority	72 hours, Article 33(1) UK GDPR and GDPR
Notification to the EDÖB in Switzerland	as soon as possible, Art. 24 DSG

9.3 Supervisory authorities

COUNTRY	AUTHORITY	ADDRESS AND WEBSITE
Germany	the data protection authority of the federal state (Bundesland) of your habitual residence or place of work is competent	The addresses of all German supervisory authorities can be found at datenschutzkonferenz-online.de. Further information is provided by the Bundesbeauftragte für den Datenschutz und die Informationsfreiheit (Federal Commissioner for Data Protection and Freedom of Information), Graurheindorfer Straße 153, 53117 Bonn, Germany, bfdi.bund.de
Austria	Datenschutzbehörde (DSB) (Austrian Data Protection Authority)	Barichgasse 40 to 42, 1030 Vienna, Austria, dsb.gv.at
Switzerland	Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter (EDÖB) (Federal Data Protection and Information Commissioner)	Feldeggweg 1, 3003 Bern, Switzerland, edoeb.admin.ch
Liechtenstein	Datenschutzstelle (DSS) (Liechtenstein Data Protection Authority)	Kirchstrasse 8, FL-9490 Vaduz, Liechtenstein, datenschutzstelle.li
United Kingdom	Information Commissioner's Office (ICO), competent supervisory authority for Aurumbeam London Ltd	Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, United Kingdom, ico.org.uk

Because Aurumbeam London Ltd has no establishment in the European Union, there is no lead supervisory authority in the Union. Insofar as the GDPR applies, you may lodge a complaint with any supervisory authority in the European Union and in Liechtenstein, in particular with the authority of your habitual residence, your place

of work or the place of the alleged infringement. For customers in Switzerland, the EDÖB is the competent body under the DSG.

10 Personal data breaches

10.1 Notification to the supervisory authority

Under Article 4(12) GDPR, a personal data breach is any breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, data.

Under Article 33(1) UK GDPR, we notify such a breach to the Information Commissioner's Office and, insofar as the GDPR applies, under Article 33(1) GDPR to the competent supervisory authorities in the European Union and in Liechtenstein, in each case without undue delay and, where feasible, within 72 hours after having become aware of it, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the notification is made later, we will give reasons for the delay. Where a processor processes data on our behalf, it notifies us of the breach without undue delay in accordance with Article 33(2) GDPR. Irrespective of any notification obligation, we document every incident in accordance with Article 33(5) GDPR, including the facts, its effects and the remedial action taken.

For customers in Switzerland, Art. 24 DSG applies in addition. Under that provision, we notify a data security breach to the EDÖB as soon as possible if it is likely to result in a high risk to the personality or fundamental rights of the data subjects. The DSG does not provide for a fixed time limit of 72 hours.

10.2 Communication to the data subjects

Under Article 34(1) GDPR, we will notify you without undue delay if the breach is likely to result in a **high risk** to your personal rights and freedoms. In accordance with Article 34(2) GDPR, the communication describes in clear and plain language the nature of the breach, states the name and contact details of the point of contact from whom you can obtain further information, and describes the likely consequences and the measures taken or proposed by us, including measures to mitigate possible adverse effects.

In the case of a service such as that offered by Aurumbeam, a high risk is to be assumed in particular where identity document data, identification documents, payment data, holdings and transaction data or login credentials for your aurumbeam access are affected. In these cases, we will notify you via the email address registered in your aurumbeam access and additionally via a message in the app, and explain which steps you should take yourself, for example changing your login credentials.

Under Article 34(3) GDPR, a communication is not required if we had implemented appropriate technical and organisational protection measures and those measures

were applied to the data affected, in particular encryption that renders the data unintelligible to any unauthorised person; if we have taken subsequent measures which ensure that the high risk is no longer likely to materialise; or if the communication would involve disproportionate effort. In the last case, a public communication is instead made on aurumbeam.com, whereby you are informed in an equally effective manner. Under Article 34(4) GDPR, the supervisory authority may in any event require us to make the communication.

For customers in Switzerland, we will inform you in accordance with Art. 24(4) DSG if this is necessary for your protection or if the EDÖB so requests.

11 Version and amendments

This document is updated when the legal position, our processing operations or our procedures change. We announce material changes in advance via the app and via the email address registered in your aurumbeam access. The version currently in force is available at aurumbeam.com. Earlier versions are available on request from datenschutz@aurumbeam.com. The German version is authoritative; translations are provided for ease of understanding.

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