

## SALUS GLOBAL CLUB LTD

# Privacy Policy

*Version 2026-05-15*

### **Data Controller**

#### **Salus Global Club LTD**

Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH96960, Republic of the Marshall Islands Registration Number: 132515

Email: support@salusglobal.club

## I. General Information

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The protection of your personal data is of paramount importance to Salus Global Club LTD ("Salus", "we", "us"). We process your data responsibly and in accordance with applicable data protection laws, including:

- The EU General Data Protection Regulation (GDPR, EU Regulation 2016/679), for data subjects located in the EU or EEA.
- The revised Swiss Federal Act on Data Protection (FADP), which entered into force on 1 September 2023, for data subjects located in Switzerland.
- The data protection provisions of the Republic of the Marshall Islands, where applicable.

This Privacy Policy informs you about the categories of personal data we collect, the purposes and legal bases for processing, your rights, and the conditions under which data is shared with third parties. It applies to all users of the Salus platform, including **End Customers (B2C)** as defined in the Salus General Terms and Conditions Version 2026-05-15-EC ("**GTC Version 2026-05-15-EC**") and **Commercial / Distribution Partners (B2B)** as defined in the Salus General Terms and Conditions Version 2026-05-15-AI ("**GTC Version 2026-05-15-AI**").

Where this Policy distinguishes between End Customer and Commercial Partner processing activities, those distinctions are explicitly marked.

## II. Data Controller

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The data controller within the meaning of Art. 4(7) GDPR and Art. 5(j) FADP is:

### Salus Global Club LTD

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Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH96960, Republic of the Marshall Islands

Registration Number: 132515

Email: support@salusglobal.club

#### EU/EEA Representative (Art. 27 GDPR)

Salus Global Club LTD is a data controller established outside the EU/EEA that systematically processes personal data of EU/EEA data subjects. Pursuant to Art. 27 GDPR, Salus is in the process of formally designating a representative established in the EU or EEA. Until the formal designation is completed and published in an updated version of this Policy, EU/EEA data subjects may direct all data protection requests, enquiries, and complaints to: support@salusglobal.club. This interim arrangement does not affect any rights of EU/EEA data subjects under the GDPR.

#### Swiss FADP Representative

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For data subjects located in Switzerland, processing is subject to the revised Federal Act on Data Protection (FADP). All data protection enquiries may be directed to: support@salusglobal.club.

## III. Data We Collect

### A. Data Collected from All Users (End Customers and Commercial Partners)

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The following data is collected from all registered users during registration and ongoing platform use.

#### Mandatory registration data:

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- First name and last name
- Email address
- Password (stored in hashed, encrypted form — the plaintext password is never stored)
- Date of birth (required for age verification — users must be 18 years of age or older)
- Full postal address (street, city, postcode, country)
- Phone number
- IP address (collected automatically for technical and security purposes)

- User category: End Customer (B2C) or Commercial Partner (B2B)

### **Additional data collected during use:**

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- KYC data (government-issued identity document, selfie/liveness check, proof of address): required when being referred to product partners with KYC obligations (Auvesta AG, tegasFX, Aionas 21 GmbH, HavenBanq) and for payout processing
- Language settings and communication preferences
- Platform usage data (login timestamps, feature interactions, session data — collected in pseudonymised or anonymised form for system optimisation and security)
- Cookie and tracking data (see Section IX)

### **B. Additional Data Collected Exclusively from Commercial Partners (B2B)**

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The following data categories are collected exclusively from Commercial Partners and are not collected from End Customers:

- Referral tracking data: unique partner link identifier, referral timestamps, referred user IDs, and referral source attribution
- Downline structure data: sponsor-to-partner relationship mapping, multi-level network structure, depth and breadth of referral tree
- Career level data: current and historical career/qualification level within the Salus Compensation Plan
- Commission and payout data: gross commission amounts per period, calculation basis, payout history, pending and reversed commissions
- Enhanced KYC / EDD data: where commission income exceeds applicable AML thresholds, additional enhanced due diligence documentation may be required
- Tax documentation: VAT registration number (where applicable), country of tax residence, and any required withholding tax records
- ClubPilot AI usage data: feature activation records and AI interaction session logs (see Section III.C)
- Replicated Website / Partner Link activity data: visitor counts, click-through data, and conversion tracking on the partner's replicated landing page (see Section III.D)

For Commercial Partners that are legal entities (companies, GmbH, Ltd., etc.), the following additional data is collected:

- Company name and legal form
- Company registration number and jurisdiction of incorporation

- Registered business address
- Name, role, and contact data of the designated account representative
- Documentation confirming the representative's authority to bind the entity

### C. ClubPilot AI Interaction Data

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ClubPilot AI is an optional add-on feature available to Commercial Partners. When ClubPilot AI is activated, the following data is processed:

- AI session inputs submitted by the user (queries, instructions, and documents shared within the tool)
- AI session outputs generated during the session
- Session timestamps and feature usage logs

ClubPilot AI session inputs and outputs are retained for 90 days from the date of the session for quality assurance and technical support purposes, after which they are deleted or anonymised. Users may request earlier deletion of their AI interaction logs by contacting [support@salusglobal.club](mailto:support@salusglobal.club).

ClubPilot AI does not store or re-use the content of individual sessions for training purposes without separate, explicit consent. All AI-generated outputs are informational only and do not constitute financial, legal, or investment advice.

### D. Replicated Website / Partner Link Visitor Data

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Commercial Partners are provided with a personal partner link and optional replicated landing page. When a prospective user visits a Replicated Website before registering on the Salus platform, the following data may be collected:

- IP address of the visitor (pseudonymised)
- Browser type, device type, and operating system
- Referral source (URL from which the visitor arrived)
- Timestamp and page interaction data
- Partner link identifier (to attribute the referral to the correct Commercial Partner)

This data is processed on the legal basis of Salus's legitimate interest (Art. 6(1)(f) GDPR) in maintaining referral attribution integrity and detecting fraudulent referral activity. Visitor data is retained for 30 days if the visitor does not register, and is linked to the registered account if registration occurs.

Visitors to Replicated Websites are subject to the same cookie consent mechanism as the main Salus platform (see Section IX). Commercial Partners may not implement independent cookie consent mechanisms on their Replicated Websites without prior written approval from Salus.

## IV. Purposes of Data Processing

### A. Processing Purposes Applicable to All Users

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- Provision, administration, and technical operation of the user account and back office
- Identity verification and age verification upon registration
- Security monitoring, fraud detection, and prevention of misuse
- Compliance with applicable AML/KYC regulations
- Referral of users to product partners via API (with active user consent)
- System notifications, security alerts, and service-critical communications
- Information about new products, platform features, webinars, and events (with consent — see Section XI)
- Fulfilment of legal and regulatory obligations, including data retention and reporting
- Reporting suspicious transactions or activity to competent authorities as required by law
- Dispute resolution and enforcement of the General Terms and Conditions

### B. Processing Purposes Applicable Exclusively to Commercial Partners (B2B)

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- Referral tracking: attribution of referred End Customers and Commercial Partners to the correct sponsor
- Commission calculation and distribution: calculation of multi-level commissions, recording qualification events, and processing payout instructions
- Downline structure management: maintaining the sponsor-to-partner tree structure, including recording reassignments upon account termination
- Sponsor integrity and anti-crossline enforcement: identification of crossline sponsoring attempts
- Career level management: tracking qualification milestones and level upgrades
- Enhanced KYC / EDD: where legally required based on commission volume thresholds under applicable AML regulations
- Tax withholding documentation: processing and recording any required tax withholding on commissions
- ClubPilot AI service provision: operating the AI assistant and retaining session logs per Section III.C
- Commission reversal processing: recording and processing reversed commissions arising from policy violations

## V. Legal Bases for Processing

### A. Art. 6(1)(b) GDPR — Contractual Necessity

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The following processing activities are necessary for the performance of the usage agreement between the user and Salus:

- Account registration and management (all users)
- KYC data processing for product partner referrals (all users)
- Commission tracking and distribution (Commercial Partners)
- Referral link and partner link tracking (Commercial Partners)
- Downline structure management and sponsor assignment (Commercial Partners)
- ClubPilot AI service provision (Commercial Partners who have activated the feature)
- Replicated Website visitor attribution (Commercial Partners)

### B. Art. 6(1)(f) GDPR — Legitimate Interest

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The following processing activities are based on Salus's legitimate interest in operating a secure, functional, and fraud-resistant platform, which does not override the fundamental rights and freedoms of data subjects:

- Platform security monitoring, anomaly detection, and cybersecurity measures
- Fraud detection, commission manipulation prevention, and commission reversal processing
- Referral link and partner link tracking for network integrity verification
- Replicated Website visitor data collection for referral attribution
- Anonymised and pseudonymised platform usage analytics for system optimisation

### C. Art. 6(1)(a) GDPR — Consent

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The following processing activities are conducted only with the user's specific, informed, and freely given prior consent, which may be withdrawn at any time without prejudice to the lawfulness of processing prior to withdrawal:

- Newsletter, promotional email communications, and marketing messaging
- Non-essential cookies and tracking technologies (analytics cookies, marketing cookies — see Section IX)
- API transfer of registration data to product partners at the point of referral
- Any use of ClubPilot AI-generated session content for product improvement or training purposes

## D. Art. 6(1)(c) GDPR — Legal Obligation

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The following processing activities are required to comply with legal obligations applicable to Salus:

- Data retention for statutory limitation periods (AML, tax, and financial records — see Section X)
- Enhanced KYC / EDD for high-volume Commercial Partners (AML obligations)
- AML suspicious transaction reporting to competent authorities
- Tax withholding documentation and reporting
- Response to lawful orders, subpoenas, or regulatory requests from competent authorities

For Swiss data subjects, the equivalent provisions of the revised FADP apply (Art. 6 FADP — lawfulness; Art. 17 FADP — data security; Art. 25 FADP — data protection by design and by default).

## VI. Data Disclosure to Product Partners

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Where you are referred to a product partner via the Salus platform, your data is transmitted to that partner to the extent necessary to enable the requested product access. Data processing by product partners after the point of transfer is governed by their own privacy policies. Salus is not a joint controller with any product partner; each product partner is a fully independent data controller for data received from Salus.

The following table sets out the data transfer details for each product partner:

When leaving our platform or being redirected to a product partner, you will be notified of the transfer and prompted to provide your consent where required. Where the transfer involves a country not recognised as adequate under GDPR Art. 45, you will be provided with specific risk information before consent is sought.

## VII. Data Transfers to Third Countries

### A. Overview

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Several product partners and Salus's own infrastructure are located in countries not recognised as providing an adequate level of data protection under GDPR Art. 45. The table below sets out the applicable transfer mechanisms:

### B. Risk Disclosure for Non-Adequate Country Transfers

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Where data is transferred to Vanuatu or Laos on the basis of Art. 49(1)(a) GDPR (explicit consent), you are hereby informed that these countries do not provide a level of data protection equivalent to that of the EU/EEA. Once transferred, your personal data may be subject to the laws of those jurisdictions, which may not afford the same rights of access, rectification, or deletion. You may withdraw your

consent to such transfers at any time by contacting [support@salusglobal.club](mailto:support@salusglobal.club), which will result in the discontinuation of the relevant product partner service.

## C. Technical Service Providers

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Technical service providers used by Salus (hosting, email delivery, system administration) may be located outside the EU/EEA. Where such providers process EU/EEA data subject data, Salus ensures that appropriate safeguards are in place, including EU Standard Contractual Clauses (SCCs), adequacy decisions, or Binding Corporate Rules (BCRs) as applicable. A complete list of technical sub-processors and the transfer mechanisms applied is available upon request from [support@salusglobal.club](mailto:support@salusglobal.club).

## VIII. Technical Service Providers and Sub-Processors

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Salus works with trusted technical service providers acting as data processors on Salus's behalf (e.g., cloud hosting providers, email delivery services, CRM systems, back-office infrastructure operators). These providers:

- Are contractually bound by data processing agreements (DPAs) that require them to process data only on Salus's documented instructions;
- Are obligated to implement appropriate technical and organisational security measures; and
- May not engage sub-processors without Salus's prior authorisation.

Where technical service providers are located outside the EU/EEA or Switzerland, Salus applies the transfer mechanisms described in Section VII(C). Users may request information about specific sub-processors by contacting [support@salusglobal.club](mailto:support@salusglobal.club).

## IX. Cookies and Tracking Technologies

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Our platform uses cookies and similar technologies (e.g., pixel tags, local storage) to ensure functionality, measure performance, and enable personalised experiences. Upon first visit, users are presented with a cookie consent banner (Cookie Consent Management Platform, "CMP").

### A. Categories of Cookies

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**Technically necessary cookies.** Required for platform operation (login sessions, security tokens, language preferences). Deployed without consent, as they are strictly necessary for service delivery per Art. 6(1)(b) GDPR.

**Analytics cookies.** Used for anonymised analysis of platform usage (e.g., Google Analytics with IP anonymisation enabled). Deployed only with explicit prior consent per Art. 6(1)(a) GDPR.

**Marketing and tracking cookies.** Used for referral attribution, conversion tracking, and remarketing where applicable. Deployed only with explicit prior consent per Art. 6(1)(a) GDPR.

## B. Google Analytics

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Our platform uses Google Analytics (Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA) with IP anonymisation enabled. The legal basis is consent (Art. 6(1)(a) GDPR). Users may withdraw consent at any time by: (i) adjusting cookie settings via the CMP; (ii) installing the Google Analytics Opt-Out Browser Add-on available at [tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout); or (iii) adjusting browser settings to block cookies.

## C. Cookies on Replicated Websites (Commercial Partners)

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The standard Salus cookie policy and CMP apply to all Replicated Websites operated within the Salus platform infrastructure. Commercial Partners may not implement independent, modified, or additional cookie consent mechanisms on their Replicated Websites without prior written approval from Salus. Any approved customised consent mechanism must comply with GDPR and applicable ePrivacy Directive requirements.

## X. Data Retention and Deletion

### A. General Retention Principles

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Personal data is stored only for as long as necessary for the stated processing purpose, or as required by applicable statutory retention obligations. Upon expiry of the applicable retention period, data is deleted or irreversibly anonymised. You may request deletion of your personal data at any time by contacting [support@salusglobal.club](mailto:support@salusglobal.club). Deletion requests are subject to statutory retention obligations that may require certain data to be retained notwithstanding the request.

### B. Retention Periods by Data Category

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- Account registration data (all users): Retained for the duration of active membership; upon account deletion, retained for a further period of up to 2 years to address any disputes.
- KYC data (all users): Retained for a minimum of 5 years from the date of the last transaction or account termination (AML compliance — EU AMLD6 and equivalents); extended to 10 years where required by applicable national law.
- Transaction and payout records: Retained for a minimum of 10 years from the date of the transaction, in compliance with applicable AML, tax, and financial record-keeping regulations.
- Commission statements and payout records (Commercial Partners): Retained for the duration of the commercial partner relationship plus the applicable statutory limitation period — a minimum of 10 years for tax and AML compliance.
- Downline structure and referral tracking data (Commercial Partners): Retained for the lifetime of the commercial partner relationship plus the applicable statutory limitation period.

- ClubPilot AI interaction logs (Commercial Partners): Retained for 90 days from the date of the session, then deleted or anonymised.
- Replicated Website visitor data (pre-registration): Retained for 30 days from the date of the visit if the visitor does not register.
- Marketing consent records: Retained for the duration of membership and for 3 years after consent withdrawal or account termination, to demonstrate compliance with consent requirements.

## **XI. Newsletter and System Communications**

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As a registered member, you will receive system- and service-critical messages (e.g., security alerts, back-office notifications, GTC update notices). These communications are necessary for account operation and cannot be disabled.

Where you have provided consent, you will also receive promotional newsletters, product updates, webinar invitations, and event communications. You may withdraw this consent at any time by:

- Clicking the unsubscribe link in any marketing email; or
- Contacting us at [support@salusglobal.club](mailto:support@salusglobal.club).

Withdrawal of marketing consent does not affect the lawfulness of processing prior to withdrawal and does not affect service-critical communications.

## **XII. Your Rights**

### **A. Rights of EU/EEA Data Subjects (GDPR)**

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If you are located in the EU or EEA, you have the following rights under the GDPR:

- Right of access (Art. 15 GDPR): Obtain a copy of the personal data we hold about you and information about how it is processed.
- Right to rectification (Art. 16 GDPR): Request correction of inaccurate or incomplete data.
- Right to erasure / right to be forgotten (Art. 17 GDPR): Request deletion of your data, subject to statutory retention obligations.
- Right to restriction of processing (Art. 18 GDPR): Request that processing be limited in certain circumstances.
- Right to data portability (Art. 20 GDPR): Receive your data in a structured, commonly used, machine-readable format.
- Right to object (Art. 21 GDPR): Object to processing based on legitimate interests (Art. 6(1)(f)), including profiling.

- Right to withdraw consent (Art. 7(3) GDPR): Withdraw consent at any time without affecting the lawfulness of prior processing.
- Right to lodge a complaint (Art. 77 GDPR): Lodge a complaint with the supervisory authority in your EU/EEA member state of habitual residence, place of work, or the place of the alleged infringement.

## B. Rights of Swiss Data Subjects (FADP)

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If you are located in Switzerland, the following rights apply under the revised FADP:

- Right of access (Art. 25 FADP): Request information about data processed about you.
- Right to rectification (Art. 32 FADP): Request correction of inaccurate data.
- Right to erasure (Art. 32 FADP): Request deletion of your data, subject to retention obligations.
- Right to withdraw consent (Art. 7 FADP): Withdraw consent at any time.
- Right to lodge a complaint: Lodge a complaint with the Federal Data Protection and Information Commissioner (FDPIC) at [www.edoeb.admin.ch](http://www.edoeb.admin.ch).

## C. How to Exercise Your Rights

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Submit all requests to: [support@salusglobal.club](mailto:support@salusglobal.club). We will respond within the timeframe required by applicable law (generally 30 days under GDPR, extendable by a further 2 months for complex requests). We may require identity verification before processing rights requests to prevent fraudulent access to third-party data.

## XIII. Data Security

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We apply appropriate technical and organisational measures (TOMs) to protect your personal data against loss, unauthorised access, manipulation, and disclosure. Measures include:

- SSL/TLS encryption for all data transmitted to and from the platform
- Hashed and salted storage of user passwords
- Role-based internal access controls, with data access limited to personnel with a business need
- Regular security audits and vulnerability assessments
- Incident response procedures for data breaches, including notification obligations under Art. 33/34 GDPR

In accordance with Art. 25 GDPR and Art. 8 FADP (revised), we apply the principle of data protection by design and by default: only the minimum personal data necessary for each processing purpose is collected, and default settings are configured to the most privacy-friendly option available.

In the event of a personal data breach likely to result in a risk to your rights and freedoms, we will notify the competent supervisory authority within 72 hours of becoming aware of the breach (Art. 33 GDPR) and will notify affected data subjects without undue delay where required (Art. 34 GDPR).

#### XIV. Changes to This Privacy Policy

We reserve the right to update this Privacy Policy as necessary, including when expanding the product offering, adding new processing activities, or in response to legal or regulatory changes. The current version is always available in the back office.

Material changes will be communicated to registered users via the back-office notification system and/or the registered email address with a minimum of 14 days’ notice before the effective date, unless a shorter period is required by applicable law or a supervisory authority.

Continued use of the platform after the effective date of a revised Privacy Policy constitutes acceptance of the revised version. Users who do not accept the changes may terminate their membership in accordance with the GTC Version 2026-05-15-EC (End Customers) or the GTC Version 2026-05-15-AI (Affiliate Influencers / Commercial Distribution Partners), as applicable.

#### Final Clause

**This Privacy Policy is Version 2026-05-15, effective May 2026. It supersedes all prior versions. It is read together with the GTC Version 2026-05-15-EC (End Customers) or the GTC Version 2026-05-15-AI (Affiliate Influencers / Commercial Distribution Partners), as applicable, and the Salus Risk Disclosure Statement Version 2026-05-15.**

<b>Document</b> Privacy Policy	<b>Version</b> 2026-05-15 · Effective: May 2026
<b>Data Controller</b> Salus Global Club LTD, Marshall Islands, Reg. 132515	<b>Governing Law</b> GDPR (EU 2016/679) · FADP (Switzerland, revised 2023) · Marshall Islands law
<b>Scope of Application</b> End Customers (B2C) and Commercial Partners (B2B)	<b>Read Together With</b> GTC Version 2026-05-15-EC · GTC Version 2026-05-15-AI · Risk Disclosure Version 2026-05-15
<b>Contact</b> support@salusglobal.club	<b>Supersedes</b> All prior Privacy Policy versions including v3.0 (April 2026) and Version 2026-05-14