

PRIVACY POLICY - as of 03. June 2026

Between:

Bayomi UG, Winterhuder Weg 31, 22085 Hamburg, Germany, Commercial Register HRB 199083 Local Court Hamburg, represented by Managing Director Jonathan Jakob Greiter

(hereinafter “**Provider**”)

and:

The User of the Products (hereinafter “**User**”)

§ 1 SCOPE

This Privacy Policy applies to all Products of the Provider distributed via the Whop platform. “Products” include the trading software (Expert Advisor / EA) under the name “VISION ALERTS”, the associated license keys, the offered market or trading signals as well as all subscription models (“Subscriptions”).

This Privacy Policy supplements the Provider’s Terms of Service, EULA, and Return Policy.

§ 2 CONTROLLER AND CONTACT

Controller for data processing:

Bayomi UG
Winterhuder Weg 31
22085 Hamburg
Germany
Commercial Register HRB 199083 Local Court Hamburg
represented by Managing Director Jonathan Jakob Greiter

Email (for privacy requests): support@vision-alerts.com

Privacy requests will only be processed via this email address. Postal inquiries are also possible but may result in longer processing times.

The Provider does not have a statutorily appointed Data Protection Officer. Please direct privacy requests to the email address above.

§ 3 WHAT DATA IS PROCESSED

A. Data that Whop Transmits to the Provider

In the course of contract performance via Whop, the Provider receives the following personal data from the User:

Data Category	Specific Data	Purpose
Master Data	Whop username, email address	Identification of the User, provision of access
Subscription Data	Active subscription status, subscription type (monthly/annual), duration	Verification of entitlement, access management
Payment Data	Payment status (completed/pending/failed), chargeback status	Deactivation of access in case of default of payment

Legal Basis: Art. 6 para. 1 lit. b GDPR (contract performance)

B. Data Processed by the Provider Itself

Data Category	Specific Data	Purpose
Access Data	Access credentials, activation status, timestamp of activation	Provision and management of access

Device Data	Device ID, IP address (during access verification), operating system version	Technical protective device (verification every 5 seconds), prevention of misuse
Trading Account Data	Trading account name	License management (prevention of use by third parties)
Discord Data	Discord User ID (if User joins the community via the software)	Automatic access management to the Discord community

Legal Basis: Art. 6 para. 1 lit. b GDPR (contract performance) and Art. 6 para. 1 lit. f GDPR (legitimate interest in preventing misuse)

C. Data Not Processed by the Provider

The Provider does not process the following data:

- Trading data (trades, positions, account balances, trading history)
- Strategy data (parameters, Setups, software settings)
- Broker access data (login, password, API keys)
- MetaTrader access data
- Payment data (credit cards, bank account details) – these remain with Whop/Stripe

§ 4 PURPOSES OF DATA PROCESSING

The Provider processes the User's data for the following purposes:

1. Contract Performance:
 - Provision of access to the Products
 - Activation and deactivation of access (including 5-second verification with the license server)

- Management of subscription status
- 2. Technical Protective Device (legitimate interest):
 - Prevention of misuse (transfer of access to third parties)
 - Deactivation in case of default of payment or chargeback
- 3. Support and Communication:
 - Answering support inquiries (via Discord community or Whop messaging)
 - Management of access to the Discord community
- 4. Legal Obligations:
 - Retention of contract data for tax purposes (10 years pursuant to § 147 AO – German Fiscal Code)
 - Fulfillment of information obligations to supervisory authorities

§ 5 AUTOMATED DECISION-MAKING / LICENSE SERVER

(1) The Provider uses an automated technical protective device (license server) . It performs the following automated checks at regular intervals of five (5) seconds:

- whether the User's subscription is still active,
- whether the payment status is current (no default of payment, no chargeback).

(2) If the result of any of these checks is negative, access is automatically and immediately deactivated. The Product immediately ceases operation.

(3) Legal Basis: Art. 6 para. 1 lit. b GDPR (contract performance) and Art. 6 para. 1 lit. f GDPR (legitimate interest in preventing misuse). The User may request a manual review of the automated decision (see § 10).

§ 6 RECIPIENTS OF DATA / DISCLOSURE TO THIRD PARTIES

A. Disclosure to Whop Inc.

Whop Inc. (USA) acts as the Merchant of Record for your purchases. The Provider transmits the following data back to Whop:

- Access status (active/deactivated)
- Subscription status of the User

Purpose: Payment processing, subscription management, handling of refund applications (via Resolution Center).

Legal Basis: Art. 6 para. 1 lit. b GDPR (contract performance)

B. Disclosure to Stripe Inc.

Whop uses Stripe Inc. (USA) as its payment service provider. The Provider has no direct access to payment data. These are processed exclusively between Whop and Stripe.

C. Disclosure to Discord Inc.

If the User joins the Discord community via the software, the following data is transmitted to Discord Inc. (USA):

- Discord User ID (via the Provider's bot)
- Server and role information

Purpose: Automatic access management to the Discord community.

Legal Basis: Art. 6 para. 1 lit. b GDPR (contract performance)

D. Disclosure to VPS/Hosting Provider

The Provider's license server is operated by an external hosting provider with server location London, United Kingdom. The Provider has concluded a Data Processing Agreement (DPA) with the hosting provider that complies with the requirements of Art. 28 GDPR.

Note on the United Kingdom: Following Brexit, the United Kingdom is no longer an EU member state. However, the EU Commission has issued an adequacy decision for the UK under Art. 45 GDPR (Adequacy Decision for the United Kingdom, valid until June 27, 2025, with option for renewal). The transfer to the United Kingdom is therefore treated as equivalent to an EU member state for data protection purposes.

E. No Disclosure to Other Third Parties

The Provider does not disclose personal data to other third parties, in particular not to:

- Brokers
- MetaQuotes Ltd. (MetaTrader)
- Advertising networks

- Data brokers

§ 7 TRANSFERS TO THIRD COUNTRIES

(1) The Provider is based in Germany (EU). The following services and platforms are based in third countries (outside the EU) or process data there:

Service	Location	Adequacy Decision	Data Protection Guarantees
Whop Inc.	USA	EU-US Data Privacy Framework (since July 10, 2023)	Certified
Stripe Inc.	USA	EU-US Data Privacy Framework	Certified
Discord Inc.	USA	EU-US Data Privacy Framework	Certified
VPS/Hosting Provider	United Kingdom	EU Commission Adequacy Decision for the UK (valid until June 27, 2025, with option for renewal)	Adequacy Decision

(2) The Provider ensures that for all transfers to third countries, either an adequacy decision of the EU Commission exists or appropriate safeguards (in particular Standard Contractual Clauses – SCCs) have been agreed.

§ 8 STORAGE PERIOD

The Provider stores personal data only for as long as necessary for the purposes set out above or as required by statutory retention obligations.

Data Category	Storage Period	Justification
Access Data	For the duration of the active subscription + 30 days	Deletion after deactivation (for reversal processing)
Contract Data	10 years	Statutory retention obligation (§ 147 AO – German Fiscal Code)
Discord User ID	For the duration of the active subscription	Automatic removal from community upon subscription expiry
Device Data (IP, Device ID)	For the duration of the active subscription + 90 days	Prevention of misuse, fraud prevention
Support Communication (Discord/Whop)	2 years	Documentation of support inquiries

After expiry of the storage period, the data will be deleted or anonymized.

§ 9 YOUR RIGHTS AS A DATA SUBJECT

As a data subject, you have the following rights:

Right	Description
Access (Art. 15 GDPR)	You may request confirmation of whether and what data concerning you is being processed.
Rectification (Art. 16 GDPR)	You may request the rectification of inaccurate data.
Erasure (Art. 17 GDPR)	You may request the erasure of your data, provided no statutory retention obligations apply.
Restriction (Art. 18 GDPR)	You may request the restriction of processing.
Data Portability (Art. 20 GDPR)	You may receive your data in a machine-readable format.
Objection (Art. 21 GDPR)	You may object to processing on grounds relating to your particular situation.
Withdrawal of Consent (Art. 7 GDPR)	To the extent processing is based on consent, you may withdraw it at any time.

Contact for Data Subject Rights:
support@vision-alerts.com

Complaint to a Supervisory Authority (Art. 77 GDPR):

You have the right to lodge a complaint with a data protection supervisory authority regarding the processing of your personal data by the Provider. A list of all German supervisory authorities and their contact details can be found at:

https://www.bfdi.bund.de/EN/Service/Addresses/addresses_node.html

The supervisory authority competent for the Provider depends on the registered seat of the Provider (federal state). You can identify the competent authority via the link above.

§ 10 AUTOMATED DECISIONS – MANUAL REVIEW

(1) As described in §5, the Provider uses an automated technical protective device (license server). This decides automatically on the deactivation of access.

(2) The User may request a manual review of an automated deactivation at any time. To do so, the User contacts the Provider via the Discord community or – for formal applications – via the Whop Resolution Center.

(3) The Provider will review the case manually and inform the User of the result within 14 days.

§ 11 DATA SECURITY

The Provider takes appropriate technical and organizational measures (TOM) to ensure data security:

- Encryption: The license server communicates exclusively via TLS-encrypted connections (HTTPS).
- Access Control: Only authorized persons (Provider, developer) have access to the license server.
- Pseudonymization: Where possible, data is processed in pseudonymized form (e.g., access credentials without direct personal reference).
- Regular Security Updates: The license server is regularly patched.

Despite these measures, the Provider cannot guarantee absolute security.

§ 12 CHANGES TO THIS PRIVACY POLICY

(1) The Provider reserves the right to change this Privacy Policy at any time to adapt it to changed legal requirements or new processing purposes.

(2) The current version can be viewed on the product page on Whop and via the :

(3) For already concluded contracts, the version valid at the time of contract conclusion shall apply, unless the change is required by legal provisions.