FBMO

PRIVACY POLICY

HSCM Consultants LLC, a limited liability company organised under the laws of the State of New Mexico, United States, operating under the brand name FBMO

1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States

support@fbmo.net | https://t.me/fbmo_support | https://fbmo.net

Effective date: 25 November 2026

This Privacy Policy ("Policy") describes how HSCM Consultants LLC, a limited liability company organised under the laws of the State of New Mexico, United States, with its address at 1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States, operating under the brand name FBMO ("we",

"us", "our", or "FBMO"), collects, uses, stores, shares, and protects personal data in connection with the services provided through the website https://fbmo.net (the

"Website").

This Policy applies to all users of the Website and the FBMO platform. It is incorporated by reference into the FBMO General Terms and Conditions (the "Terms") and should be read alongside them. Capitalised terms not defined here have the meaning given in the Terms.

FBMO is established in the United States. Where the General Data Protection Regulation (EU) 2016/679 ("GDPR") or the United Kingdom GDPR applies to our processing of your personal data, FBMO acts as the data controller and you have the rights described in Clause 10.

1. Who We Are

1.1 The Services are provided by HSCM Consultants LLC under the FBMO brand. FBMO is the controller of the personal data described in this Policy.

1.2 All privacy enquiries and requests should be sent to support@fbmo.net. FBMO will respond within the periods stated in Clauses 10 and 11.

1.3 FBMO does not sell personal data in exchange for money. FBMO does use third-party advertising and measurement technologies, described in Clause 9, and the laws of some U.S. states treat the disclosure of data through those technologies as a sale of personal data or as sharing it for targeted advertising. Clause 9.6 explains how you can limit this. The circumstances in which personal data is shared with third parties are described in Clause 5.

2. Data We Collect and Why

2.1 FBMO collects personal data across several categories, depending on how you interact with the Website and the platform.

Category A — Registration Data

2.2 When you create a User Account, FBMO collects your full legal name, your country of residence (and, for users in the United States, your state), your email address, and your login credentials. Passwords are stored in hashed form.

2.3 Provision of this data is mandatory. It is used to create and manage your account, to determine eligibility, and to comply with applicable sanctions laws.

Category B — Identity Verification Data

2.4 Before admitting you to a Funded Account or processing a payout, FBMO may request:

2.4.1 Government-issued photo identification (e.g., passport or national identity card);

2.4.2 Proof of address (e.g., utility bill or bank statement dated within three months);

2.4.3 Payment account documentation (e.g., bank account details, PayPal account, or cryptocurrency wallet verification);

2.4.4 Date of birth and national identification number; and

2.4.5 Tax documentation where the law requires FBMO to collect it (for example, IRS Form W-9 or Form W-8BEN, or their equivalents).

2.5 Identity verification data is used to verify identity and eligibility to receive Rewards, to prevent fraud, and to comply with sanctions and tax laws.

Category C — Performance Data

2.6 During your use of the platform, FBMO collects data relating to your simulated activity, including:

2.6.1 Simulated pick history (selections, stakes, markets, sports, and outcomes);

2.6.2 Market selection patterns and timing behaviour;

2.6.3 Risk management indicators (drawdown profile, stake sizing, consistency metrics); and

2.6.4 Progress metrics (profit progress, valid pick count, active day count).

2.7 Performance data is used to operate the Evaluation Process and the Funded Account Programme, to apply the programme rules, and for internal research, analytical model development, and product improvement. It is the basis on which Rewards are paid to participants. FBMO may share performance data with third parties only in aggregated or anonymised form that cannot reasonably be used to identify individual users.

Category D — Payment Data

2.8 When you purchase an FBMO Challenge or an Add-on, payment is handled by FBMO's payment processors. FBMO receives the details of the transaction (such as amount, date, payment method type, billing country, and limited card details such as the last four digits), but card data is stored by the payment processor.

2.9 When you submit a payout request, FBMO collects the payment account details for the payout method you select, which may include bank account details (account holder name, IBAN or account number, sort code or SWIFT/BIC code), a PayPal account identifier, or a cryptocurrency wallet address.

Category E — Technical and Device Data

2.10 When you access the Website or the platform, FBMO may automatically collect your IP address, device and browser identifiers and characteristics, and log data (access timestamps, pages visited, and actions taken on the platform).

2.11 Technical and device data is used for platform security, fraud prevention, detection of duplicate accounts and of access from Restricted Jurisdictions, and compliance purposes.

Category F — Communications Data

2.12 When you contact FBMO via email, Telegram, or any other channel, FBMO retains records of those communications for the purposes of resolving queries, processing complaints and appeals, and complying with legal

obligations.

Category G — Marketing and Advertising Data

2.13 FBMO collects data about how you interact with its emails (such as opens and clicks), the referral link, coupon, or affiliate code through which you reached the Website, and data collected through the cookies and similar technologies described in Clause 9.

3. Legal Basis for Processing (GDPR and UK GDPR)

3.1 Where the GDPR or the UK GDPR applies, FBMO processes personal data on the following legal bases:

Data category: Registration data
Purpose: Account management; eligibility verification; sanctions compliance.
Legal basis: Performance of contract; legal obligation; legitimate interests.

Data category: Identity verification data
Purpose: Identity and eligibility verification; fraud prevention; sanctions and tax compliance.
Legal basis: Legal obligation; legitimate interests.

Data category: Performance data
Purpose: Operating the Evaluation Process and Funded Account Programme; internal research; analytical model development; product improvement.
Legal basis: Performance of contract; legitimate interests.

Data category: Payment data
Purpose: Processing purchases, Rewards, and refunds; accounting and tax records.
Legal basis: Performance of contract; legal obligation.

Data category: Technical and device data
Purpose: Platform security; fraud, duplicate-account, and circumvention detection.
Legal basis: Legitimate interests.

Data category: Communications data
Purpose: Query resolution; complaints and appeals; legal compliance.
Legal basis: Performance of contract; legitimate interests.

Data category: Marketing and advertising data
Purpose: Sending marketing emails; measuring and improving advertising; attributing referrals.
Legal basis: Consent where the law requires it; otherwise legitimate interests.

3.2 Where FBMO relies on legitimate interests, those interests are operating and securing the platform, preventing fraud and abuse, developing its products, and promoting its services. FBMO considers that these interests are not overridden by your interests or fundamental rights, given the limited nature of the data processed. You may object at any time, as described in Clause 10.

4. How We Use Your Data

4.1 FBMO uses the personal data it collects to:

4.1.1 Create and manage User Accounts and provide the Services;

4.1.2 Apply the programme rules and determine progress, results, and payout eligibility;

4.1.3 Verify identity and eligibility, and process purchases and Rewards;

4.1.4 Prevent fraud, abuse, and circumvention of geographical restrictions;

4.1.5 Comply with sanctions, tax, accounting, and other legal obligations;

4.1.6 Carry out research and product development;

4.1.7 Send service communications and legal notices; and

4.1.8 Send marketing communications and measure advertising, as described in Clauses

4.3 and 9.

4.2 AUTOMATED PROCESSING. The platform applies the programme rules automatically, for example to determine whether a phase has been passed or failed or whether a risk limit has been breached. This processing is necessary to perform the contract between you and FBMO. You may contest any such outcome, give your point of view, and obtain a human review of it through the appeals process described in the Terms.

4.3 MARKETING EMAILS. FBMO may send you emails about its products and offers. You can unsubscribe at any time using the link in any marketing email or by writing to support@fbmo.net. Service and legal emails relating to your account are not marketing and will continue to be sent.

5. Data Sharing and Disclosure

5.1 FBMO shares personal data only in the following circumstances:

Service Providers

5.2 FBMO shares personal data with providers that support the Services. Some process it on FBMO's behalf and others, such as payment providers, act as independent controllers under their own privacy policies. They include providers of: hosting (such as SiteGround); website analytics (such as Google Analytics and Jetpack by Automattic); payment processing (such as Stripe through WooPayments, PayPal, Apple Pay, and Google Pay); fraud prevention and bot detection (such as Sift and hCaptcha); payouts (PayPal, banks, and crypto payment providers); email delivery and marketing automation (such as Brevo); customer support (email and Telegram); review invitations, where FBMO uses them (such as Trustpilot); website components such as fonts (Google Fonts); and, where used, identity verification and sanctions screening. The providers FBMO uses may change from time to time.

Advertising Partners

5.3 The advertising and measurement technologies described in Clause 9 transmit data about your visit to the companies that provide them, such as Meta Platforms, Inc., Google LLC, and X Corp., which may use that data for their own purposes under their own privacy policies.

Affiliates and Referral Partners

5.4 If you reach the Website through an affiliate's or partner's link or code, FBMO may share with that partner the limited order information needed to calculate its commission.

Authorities and Legal Process

5.5 FBMO may disclose personal data to law enforcement, tax, sanctions, or other competent authorities, and to courts, arbitrators, and professional advisers, where the law requires it or where it is reasonably necessary to prevent fraud, to comply with sanctions law, or to establish, exercise, or defend legal claims. Where the law prevents FBMO from telling you about a disclosure, it will not do so.

Corporate Transactions

5.6 In the event of a merger, acquisition, restructuring, or sale of all or part of FBMO's business, personal data may be transferred to the relevant successor entity, which will be bound by data protection obligations no less protective than those in this Policy.

6. Sanctions and Verification Checks

6.1 FBMO is subject to United States sanctions laws. FBMO may screen your name and country of residence against applicable sanctions lists at registration, before any payout, or at any other time, itself or through a third-party provider.

6.2 If a check produces a potential match, FBMO may place a payout on hold and ask you for additional identifying information, such as date of birth or national identification number, in order to resolve it.

6.3 Records of verification and screening checks are retained as set out in Clause 8.

7. International Data Transfers

7.1 FBMO is established in the United States. Personal data is processed in the United States and in the other countries where FBMO's service providers operate. These countries may not provide the same level of data protection as your country of residence.

7.2 Where the GDPR or the UK GDPR requires a transfer mechanism, FBMO relies on one recognised by those laws, such as standard contractual clauses with its service providers or a provider's certification under the EU-U.S. Data Privacy Framework, or on the fact that the transfer is necessary to perform the contract between you and FBMO.

7.3 You may request further information about the transfers of your data by contacting support@fbmo.net.

8. Data Retention

8.1 FBMO retains personal data only for as long as necessary for the purposes for which it was collected, or as required by law:

Data category: Registration data
Retention period: While the account is active and for 5 years after closure.
Basis: Contract; legal, tax, and sanctions record-keeping; defence of legal claims.

Data category: Identity verification data and tax documentation
Retention period: 5 years from collection or from the date of the last payout, whichever is later.
Basis: Legal, tax, and sanctions record-keeping.

Data category: Performance data
Retention period: While the account is active and for 3 years after closure. Aggregated or anonymised data may be retained indefinitely.
Basis: Contract; research and product development.

Data category: Payment data
Retention period: 5 years from the date of the transaction or of the last payout, whichever is later.
Basis: Accounting and tax record-keeping; defence of legal claims.

Data category: Technical and device data
Retention period: 2 years from the date of collection.
Basis: Fraud prevention; platform security.

Data category: Communications data
Retention period: 3 years from the date of the communication.
Basis: Dispute resolution.

Data category: Marketing and advertising data
Retention period: Until you unsubscribe or withdraw consent, and for up to 2 years after your last interaction. Data held by advertising partners is subject to their own retention policies.
Basis: Consent or legitimate interests.

8.2 When a retention period ends, FBMO deletes or anonymises the data within a reasonable time. Aggregated or anonymised data that cannot reasonably be used to identify individual users is not subject to deletion requests.

9. Cookies and Similar Technologies

9.1 FBMO uses cookies and similar technologies on the Website. The following categories apply:

Strictly Necessary

9.2 Required for the basic operation of the Website and the platform, including login, checkout, and security.

Functional and Analytics

9.3 Used to remember your preferences and to understand how visitors use the Website so that FBMO can improve it, such as Google Analytics and Jetpack statistics.

Advertising and Measurement

9.4 FBMO uses advertising and measurement technologies provided by third parties, such as the Meta Pixel, Google Ads tags, the X pixel, and similar tags. They collect data about your visit and your actions on the Website (for example, pages viewed and purchases) and transmit it to the provider, which FBMO uses to measure and improve its advertising and to reach relevant audiences. FBMO does not control how those providers use the data once it has been transmitted.

9.5 Referral and affiliate links may place a cookie that records which partner referred you, so that the partner can be credited.

Your Choices

9.6 You can block or delete cookies in your browser settings, and you can limit advertising personalisation in the settings of the relevant advertising provider. Blocking strictly necessary cookies may prevent the Website from working.

10. Your Rights — EU, EEA, and United Kingdom

10.1 Where the GDPR or the UK GDPR applies, you have the right to:

10.1.1 Access the personal data FBMO holds about you;

10.1.2 Have inaccurate or incomplete data corrected;

10.1.3 Have your data erased where it is no longer necessary or where processing is unlawful, subject to FBMO's legal obligations to retain certain records;

10.1.4 Have processing restricted in certain circumstances;

10.1.5 Receive your data in a structured, machine-readable format where processing is based on contract or consent and is carried out by automated means;

10.1.6 Object to processing based on legitimate interests, including, at any time, to processing for direct marketing; and

10.1.7 Withdraw any consent you have given, without affecting processing already carried out.

10.2 To exercise any of these rights, write to support@fbmo.net. FBMO will respond within thirty (30) calendar days and may need to verify your identity first.

10.3 You also have the right to lodge a complaint with your national data protection authority. A list of EU authorities is available at https://edpb.europa.eu/about-edpb/about-edpb/members_en. In the United Kingdom, the authority is the Information Commissioner's Office (https://ico.org.uk).

11. Your Rights — United States and Other Users

11.1 Depending on where you live, including certain states of the United States, you may have the right to access, correct, or delete your personal data, to obtain a copy of it, and to opt out of the use of your personal data for targeted advertising.

11.2 FBMO will consider and respond to requests from all users to access, correct, or delete their personal data, subject to its legal obligations to retain certain records. FBMO will not treat you less favourably for exercising these

rights.

11.3 To make a request, write to support@fbmo.net. FBMO will respond within the period required by the applicable law and, in any case, within forty-five (45) calendar days, and may need to verify your identity first.

12. Data Security

12.1 FBMO applies technical and organisational measures to protect personal data, including encryption of data in transit, hashing of passwords, and restriction of internal access to personnel who need it. No system is completely secure, and FBMO cannot guarantee the absolute security of your data.

12.2 If a personal data breach occurs, FBMO will notify the competent authorities and the affected individuals where and when the applicable law requires it.

12.3 You are responsible for keeping your Account Credentials confidential. If you believe your account has been compromised, notify FBMO immediately at support@fbmo.net.

13. Children's Privacy

13.1 The Services are not directed at persons under eighteen (18) years of age, and FBMO does not knowingly collect personal data from them. If FBMO learns that it has collected personal data from a person under 18, it will close the account and delete the data, subject to its legal retention obligations.

13.2 If you are a parent or guardian and believe that your child has provided personal data to FBMO, please contact support@fbmo.net.

14. Changes to This Policy

14.1 FBMO may update this Policy at any time. Material changes will be notified to registered users by email or through the User Account at least seven (7) calendar days before they take effect.

14.2 This Policy replaces all earlier versions of the FBMO privacy policy, including any version that identified a different entity as the controller of your personal data. The current version is always available on the Website.

15. Contact

15.1 For all privacy-related queries, requests, and complaints, please contact:

HSCM Consultants LLC (FBMO) 1209 Mountain Road Pl NE, Albuquerque, NM 87110, United States Website: https://fbmo.net Email: support@fbmo.net Telegram: https://t.me/fbmo_support

END OF PRIVACY POLICY