



## **Know Your Customer and Anti-Money Laundering**

(a) The Company and its affiliates follow “Know-Your-Customer” (“**KYC**”) and Anti-Money Laundering (“**AML**”) and other banking or government regulations in respective jurisdictions. Each and any purchaser of Tokens fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the purchaser by the authorized authority.

(b) As part of the Company’s compliance process with such regulations, the Company shall conduct KYC and AML checks on you prior to your purchase of the Tokens or the transfer of the Tokens to you (as determined by the Company). As part of such checks, the Company shall collect and store, and you agree to provide to the Company, prior to your purchase of the Tokens or prior to the transfer of the Tokens to you, the following types of data about the Purchaser:

- (i) Your name and surname;
- (ii) Your email;
- (iii) Your address;
- (iv) Your date of birth;
- (v) A copy of your passport or driver license or other appropriate identification document details or incorporation documents if you are a legal entity;
- (vi) Identification numbers that you may use or have registered with your local tax authority; and
- (vii) A copy of your utility bills and/or other documents that the Company can use to verify your address.

(c) In certain cases (when additional verification by bank or compliance authority is needed according to governmental rules, AML or KYC policies) the Company may require you to provide additional information, and some or all of the following:

- (i) Confirmation of proceeds sources;
- (ii) Sworn statements;
- (iii) W2-form;
- (iv) Bank statement;
- (v) Broker License (if applicable);
- (vi) Information regarding the value of your assets and/or net worth;
- (vii) Confirmation of any professional licenses that you may hold; and
- (viii) Any other documents that the Company may reasonably request to satisfy applicable KYC and AML requirements.

(d) The Company shall refuse your access to the Website if the Company has reasonable doubts as to validity, authenticity and genuineness of the data provided by you, or in case you have failed to provide the data and other additional information as required above. In such case you will be deemed to have violated the provisions of this Section of this Agreement and the Company shall refuse to transfer the Tokens to you and shall use its commercially reasonable best



efforts to refund the money, including any cryptocurrencies, that the Company has actually received from you to purchase the Tokens from the Company in the same amount (of the form of payment, whether money or any cryptocurrencies, as applicable) it has been transferred to the Company (with no interest or any other amounts due on such funds, subject to the deduction of any transfer fees paid by the Company). In addition, the Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including, but not limited to, blocking your Ethereum Wallet and disclosing any information about you to the federal and/or state authorities on their request, without your knowledge or consent.

(e) All payments by you to the Company in connection with this Agreement shall be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force, and is not a “foreign shell bank”<sup>4</sup> within the meaning of the U.S. Bank Secrecy Act, as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

(f) As part of the Company’s commitment to the prevention of money laundering, the Company will not tolerate any Token-holder abusing their services for such matters. If the Company suspects any Token-holder is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds used to purchase the Tokens. The Company reserves the right to report any suspicious activities to the police or relevant authorities without the Token-holder’s knowledge or consent.