

KYC AND AML POLICY

Last update: March 15, 2019

General. In order to start using any of the Services, you are required to register for an Account/Channels Account (as applicable). Under the registration process you need to provide:

1. Your full name;
2. Date of birth;
3. Country of your main residence;
4. Your citizenship;
5. Mobile tel. number;
6. E-mail address;
7. Password; and
8. Your unconditional consent to be bound by our Terms and Conditions <https://exscudo.com/docs/tc.pdf>, Privacy Policy <https://exscudo.com/docs/pp.pdf>, Fees Policy <https://my.exscudo.com/#/fee> and this KYC and AML Policy <http://exscudo.com/docs/kycamlp.pdf>, as amended from time to time.

Please note, that EXSCUDO reserves the right at its own but reasonable discretion to refuse opening the Account/Channels Account.

Limitations. EXSCUDO employs a risk-based approach when establishing of and assessing the Users' profiles and the scope of Services and transaction limits available to the relevant User. Depending on our Users' profiles, their proposed Cryptocurrency input and/or withdrawals volumes and other factors, the following procedure and scope of services shall be applicable:

Tiers	Cumulative Personal Data/Process	Input/withdrawals limits*
Tier 1	1. E-mail address	No trading transactions allowed. No withdrawal. No deposit.
Tier 2 (Step1)	1. Your full name 2. Country of your main residence 3. Mobile tel. number	No trading transactions allowed. No withdrawal. No deposit.
Tier 2 (Step 2)	4. Identity Verification process by Veriff service: - Date of birth, - Your citizenship, - Place of birth (country) 5. Your residential address confirmation	Deposit and/or withdrawal of fiat currencies, Cryptocurrencies and/or EONs equivalent of no more than EUR 15,000.- , regardless of whether as a lump sum single

		<p>transaction or by way of several linked payments over a period of up to one year.</p> <p>No other trading limitations within the Exscudo Platform.</p>
Tier 3	<p>Providing information a.o. on the source of funds/Cryptocurrencies by filing in and signing the Questionnaire [link]</p> <p>Please send the scan copy of the duly signed Questionnaire and supporting documents to verification@exscudo.com</p> <p>**</p>	<p>Deposit and/or withdrawal of more than equivalent of EUR 15,000.- in fiat currencies, Cryptocurrencies and/or EONs, regardless of whether as a lump sum single transaction or by way of several linked payments over a period of up to one year.</p>

* Calculated at the average exchange rate of the preceding trading day, published at <https://exscudo.com/>, or in case relevant exchange rates are not available, at <https://coinmarketcap.com/> (in relation to Cryptocurrencies) and at <https://exscudo.com/> (in relation to EON).

** Please note that EXSCUDO reserves the right to request any additional information and supporting documents and/or request the video interview with our compliance officer at its sole discretion.

Please note that EXSCUDO reserves the right to change applicable limits as we reasonably consider necessary on a case by case basis or if prescribed by applicable law.

User Identity Verification. The User agrees to provide us, our Affiliates and/or third party service providers with the information (including but not limited to portrait photo, Identity Document photos and other personal data) which is requested for the purposes of application of any diligence measures as prescribed by the applicable law, incl. identity verification, and the detection of money laundering, terrorist financing, fraud, or any other financial crime (the "Identity Verification"). The User authorizes and permits our Affiliates and/or third party service providers (as applicable) us to record and store such information.

Under providing us with this or any other information that may be required, you confirm that the information is accurate, complete and authentic.

You must ensure the information on your Account/Channels Account is always accurate, complete and up to date. If at any time we may suspect that your information is outdated or inaccurate, we may contact you and request further information or request you to pass through the Identity Verification process again.

You shall authorize us to conduct the inquiries, whether directly or via third party service providers, that we consider necessary to verify your identity and to take action we reasonably consider appropriate depending on the results of such inquiries.

You agree that EXSCUDO has the right to terminate the Agreement and/or terminate or suspend any Account/Channels Account or the performance of individual Orders anytime without prior warning in case, for any reason:

- EXSCUDO is unable to apply the due diligence measures as set forth by the law to its full satisfaction, or
- in case such obligation arises for EXSCUDO by operation of law, or
- this is requested by public authorities in any applicable jurisdiction; or
- EXSCUDO suspects that the Services are used for the purpose of or enable laundering of money, financing of terrorism or any sort of illegal activity.