

## **Crypterium Terms of Use**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE.

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Crypterium OÜ of Harju maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114, registration number 14352837, a private limited company created and existing under the laws of the Republic of Estonia ("Company", "we" or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of [www.crypterium.com](http://www.crypterium.com), [www.instachange.net](http://www.instachange.net) (each, a "Website" and together, the "Websites"), including any associated mobile applications ("Applications") and your access to and use of any media, analytics, content, functionality and services offered on or through any of the Websites and Applications, and your access to and use of all and any related sites and services. The Websites, the Applications, and all and any other media, analytics, content, functionality, products and services offered by us or through us, are referred to as the "Product".

Please read the Terms of Use carefully before you start to use a Website and any Product. By using the Website or any Product or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use in addition to

- our [Privacy Policy](#), incorporated herein by reference;
- our [Cookie Policy](#), incorporated herein by reference; and
- our [KYC/AML Policy](#), incorporated herein by reference.

If you do not agree to these Terms of Use, the Privacy Policy, KYC/AML Policy you must not access or use the Website and any Products or any Application or access or use any particular Product.

### **Who May Use the Website**

The Websites are offered and available to users who are of legal age (i) in Estonia (18 years or

older) and (ii) in the users' jurisdiction or place of residence.

By using a Website and any Products, you represent and warrant that you (i) are 18 years of age or older, (ii) are of legal age in your jurisdiction or place of residence, (iii) not barred to use the Website and any Products under any applicable law, order, directive, regulation, or sanction list and (iii) are using the Website and any Products only for a lawful purpose. If you do not meet these requirements, you must not access or use the Website and any Products.

### **Content and its intended use**

We may change the format and content of the Websites and the Products from time to time without notice to you. You agree that your use of the Websites and the Products is on an 'as is' and 'as available' basis and is at your sole risk.

Whilst we try to make sure that all information contained in the Websites and any Products (other than any user-generated content) is correct, it is not, and it is not intended to be, any authority or advice on which any reliance should be placed.

### **Reliance on Information Posted**

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The Websites and the Products are not in any manner or in any form or part intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction.

We do not accept any liability (regardless of how it might arise) for any claim or loss arising from:

- any advice given;
- any investment or other decision made; or
- any transaction made or effected;

in reliance on, or on the basis of, any information on the Websites or in any of the Products, nor do we accept any liability arising from any other use of, or reliance on, the Products.

We do not enter into any terms or make any representations as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Websites and the Products and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Websites and the Product or relying on any of its content.

We cannot and do not guarantee that any content of any Website and any Product will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including antivirus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Websites and any Products following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Accessing the Websites and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Websites and any Products, in our sole discretion without notice. We do not guarantee that our Website or any content on it, will always be available or be interrupted. We will not be liable if for any reason all or any part of the Websites and any Products is unavailable at any time or for any period. From time to time, we may restrict access to some

parts of the Websites and any Products, or an entire Website, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites and any Products.
- Ensuring that all persons who access the Websites and any Products through your internet connection are aware of these Terms of Use and comply with them.

To access a Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register using a Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You should use particular caution when inputting personal information on to the Websites on a public or shared computer so that others are not able to view or record your personal information.

### **Apple Applications**

If the Product that you access and use is an Apple Application:

1. the Apple Application may be accessed and used only on a device owned or controlled by you and using the Apple iPhone OS;
2. you acknowledge and agree that:
  - Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Application, please contact us, not Apple, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered into between us and you (and not Apple), Apple, as a third party beneficiary under these Terms of Use, will have the right to enforce these Terms of Use against you;

- except as otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Apple Application are between you and us (and not between you, or anyone else, and Apple); and
- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;

3. you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been designated by the US Government as a "terrorist supporting" country; and
- you are not listed on any US Government list of prohibited or restricted parties; and
- if the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may then refund the purchase price of the Apple Application to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

## **Android Applications**

If the Product that you access and use is an Android Application:

1. the Android Application may be accessed and used only on a device owned or controlled by you and using an Android OS;
2. you acknowledge and agree that:
  - Google has no obligation at all to provide any support or maintenance services in relation to the Android Application. If you have any maintenance or support questions in relation to the Android Application, please contact us, not Google, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered into between us and you (and not Google), Google, as a third party beneficiary under these Terms of Use, will have the right to

enforce these Terms of Use against you;

- except as otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Android Application are between you and us (and not between you, or anyone else, and Google); and
- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Android Application infringes any intellectual property rights, Google will not be responsible or liable to you in relation to that claim; and

3. you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been designated by the US Government as a "terrorist supporting" country; and
- you are not listed on any US Government list of prohibited or restricted parties.

## **Trademarks**

Our name, the terms “Crypterium”, “C-lever”, “Instachange”, “Cryptobank for Cryptopeople”, our logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All names, logos, product and service names, designs and slogans on the Websites and any Products (“**Marks**”) are the trademarks of their respective owners.

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You may use the Websites and any Product only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites and any Product:

- In any way that violates any applicable national, regional, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the EU or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without

our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites and any Products, or which, as determined by us, may harm the Company or users of the Websites and any Products or expose them to liability.

Additionally, you agree not to:

- republish, redistribute or re-transmit any data from any of our communications, analytics, and other Products without our permission;
- copy or store any of our Products other than for your own personal non-commercial use and as may occur incidentally in the normal course of use of your browser or mobile device;
- store any Products (including pages of a Website) on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Website or the Product;
- remove or change any content of any Product or attempt to circumvent security or interfere with the proper working of the Product or any servers on which it is hosted;
- create links to a Website from any other website, without our prior written consent, although you may link from a website that is owned and operated by you provided that (a) the link is not misleading or deceptive and fairly indicates its destination, (b) you do not state or imply that we endorse you, your website, or any products or services you offer, (c) you do not create any misimpression or confusion among users with respect to sponsorship or affiliation, (d) you link only to the home page of the Website (and you do not frame, replicate or use any of the Marks, including "Crypterium", "C.lever", "Instachange", "Cryptobank for Cryptopeople" or any variation thereof as a metatag), and (e) the linked website does not contain any content that is unlawful, threatening, abusive, libelous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;
- use the Websites or any Products in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites and any Products, including their ability to engage in real time activities through the Website and through any Products;

- use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- create (whether for yourself or someone else) any financial product or service which seeks to match the performance of, or the capital or income value of which is related to, any of our products or services;
- use any manual process to monitor or copy any of the material on a Website or for any other unauthorized purpose without our prior written consent.
- use any device, software or routine that interferes with the proper working of a Website.
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of a Website, the server on which the Websites are stored, or any server, computer or database connected to any Website.
- attack any Website via a denial-of-service attack or a distributed denial-of-service attack.
- otherwise attempt to interfere with the proper working of the Website. Except to the extent expressly set out in these Terms of Use, you are not allowed to:
  - otherwise do anything with respect to any of the Products that it is not expressly permitted by these Terms of Use.
  - You must use the Websites and the Product, and anything available via such, only for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.
  - All rights granted to you under these Terms of Use will terminate immediately in the event that you breach or fail to comply with any of these Terms of Use.
  - To do anything with the Websites and the Product that is not expressly permitted by these Terms of Use, you will need a separate licence from us. Please contact us via [contact@crypterium.com](mailto:contact@crypterium.com).

## **Changes to the Website**

We may update the content on any Website and any Product from time to time, but its content is not necessarily complete or up-to-date. Any of the material on any Website or in any Product may be out of date at any given time, and we are under no obligation to update such material.

## **Information About You and Your Visits to the Websites**

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Confidential Information**

When using a Website or any Products, data may be transmitted over an open network which may allow such communications to be intercepted by third parties. As a result, we cannot guarantee the confidentiality or security of any communication or data that you may transmit to us through the Websites.

## **Online Purchases and Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Websites and any Products, including the registration and sponsorship for conference events. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use. In the event of terms that are directly conflicting between these

Terms of Use and terms of conditions for the registration or sponsorship of a conference event, the terms and conditions for the event shall control.

## **Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

## **Links from the Websites**

If a Website contains links to other sites and resources provided by third parties, these links

are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

### **Third party services**

Certain features of our Websites and Products may utilize the services and/or products of third-party vendors and business partners, which services and/or products may include software, information, data or other services. Certain of these vendors and business partners require users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. Your uses of such features constitute your agreement to be bound by these additional terms and conditions. These third party terms are subject to change at such third party's discretion.

### **Ko-kard**

Ko-kard provides the card program management and services to facilitate card transactions on the user's request. Ko-kard is an unaffiliated third-party vendor.

The terms set forth in Ko-Kard clause hereto apply to all users who would like to order the card on the Website and use it to buy goods and services and/or withdraw of funds through an ATM network. We advise you to read these terms and conditions before ordering a card.

Crypterium will provide the following support using card services;

- ability to reset user's PIN code through Crypterium App;
- access to initial value loading is through Website or mobile application of Crypterium;
- check the prepaid value remaining in user's card account and transaction details by visiting Websites or through Crypterium's mobile application;
- card delivery;
- physical card replacement;
- Card Activation (one time);
- Card Load/Re-Load (Online);
- Foreign Transaction Cross-border.

### **Geographic Restrictions**

The owner of the Websites, Crypterium OÜ, is a private limited company in Estonia. We make no claims that the Websites or any of its content is accessible or appropriate outside of

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WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY OF THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT. YOUR USE OF ANY OF THE WEBSITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR

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## **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY OF OUR WEBSITES, OR ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (WHICH MAY INCLUDE FRAUD).

## **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any Websites or any Products, including, but not limited to, any use of any Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from any of the Websites.

## **Complaints and Dispute Resolution**

If you have any feedback, questions, or complaints, contact an agent via online chat on our webpage <https://crypterium.com/>.

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. A Customer Complaints agent will consider your complaint. The Agent will consider your complaint

without prejudice based on the information you have provided and any information provided by Crypterium. Your complaint will be considered within a reasonable time. An Agent will offer to resolve your complaint in the way you requested - you requested; make a determination rejecting your complaint and set out the reasons for the rejection; or offer to resolve your complaint with an alternative solution. You agree to use the complaints procedure of this Section before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

You agree to use the complaints procedure of this Section before filing any claim with a bank in case of stolen cards, duplicate processing, refund and similar cases. The user has a right for refund if he raises a request within 3 days of purchase. The reason of the request will be considered by our specialists within a reasonable time. Failure to comply with this provision may be used as evidence of your fraudulent conduct, unwillingness to settle the issue and/or the vexatious nature of the complaint.

### **Governing Law and Jurisdiction**

All matters relating to the Websites or any particular Product and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including noncontractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Republic of Estonia without giving effect to any choice or conflict of law provision or rule (whether of Estonia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website or any Product shall be instituted exclusively in the courts of the Republic of Estonia although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, unless the prevailing legislation allows otherwise (and then only to the extent allowed under such prevailing legislation).

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Last updated: 8<sup>th</sup> of May, 2019

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and us with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

### **Your Comments and Concerns**

The Websites are operated by the Company. All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: [support@crypterium.com](mailto:support@crypterium.com)

## **Crypterium Privacy Policy**

Welcome to Crypterium's privacy policy (the "**Policy**").

Crypterium OÜ of Harju maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114, Estonia, registration number 14352837 ("**Crypterium**"; "**we**"; "**us**"; "**our**"), and its affiliates and subsidiaries, respect your privacy and value its importance, and are wholly committed to keeping your information safe and secure.

As a high-level summary, we are an evolving cryptocurrency-focused financial institution providing various cryptocurrency-related financial services (the "**Services**"). We provide all this by means of our websites [www.crypterium.com](http://www.crypterium.com), [www.instachange.net](http://www.instachange.net) (the "**Websites**" and each, a "**Website**") and the related applications and crypto-platforms that we may operate from time to time (each of which, a "**Platform**") and which may be accessible via the Website or otherwise.

For a more detailed description, please refer to our White Paper.

Accordingly, the purpose of this Policy is to set out the basis on which we will process your Personal data when you:

1. visit and use a Website Platform, regardless of where you visit or use them from;
2. apply for and register a customer account with us (your "**Account**");
3. apply for, receive, pay and/or use any of our Services.

This also includes any data which you may provide to us for our events, newsletters and other marketing items.

This Policy informs you about the items of Personal data that we may collect about you and how we will handle it, and in turn, also tells you about

- (i) our obligations to process your Personal data responsibly,
- (ii) your data protection rights as a data subject and (iii) how the law protects you. It should

be read in conjunction with our [Cookie Policy](#).

This Policy is provided in a layered format so you can click through to the specific areas set out below. Please refer to the Glossary to understand the meaning of some of the terms used in this Policy.

Please read the following information carefully to understand our practices regarding your Personal data.

## 1. Important information and who we are

We process your data in an appropriate and lawful manner, in accordance with the Estonian Personal Data Protection Act, as may be amended, and the General Data Protection Regulation (Regulation (EU)

2016/679) (the “**Regulation**” or the “**GDPR**”).

This Policy aims to ensure that you are fully informed on how we will collect and process your Personal data in the circumstances and scenarios outlined in the ‘**Introduction**’ (namely, through your token subscriptions and purchases, and your use of the Website, and any of the related Services).

**The Websites, the Platform, and the Services are not intended or in any way made available for minors, and we do not knowingly collect data relating to minors.**

It is important that you read this Policy together with any other privacy or fair processing notice we may provide on specific occasions when we are collecting or processing Personal data about you so that you are fully aware of how and why we are using your data. This Policy supplements the other notices and is not intended to override them.

The opening and registration of a customer account will give rise to the existence of a contractual relationship with us, as regulated by our Terms of Use, and all matters between you and us relating to Services will be deemed to fall within the subject-matter of that same contractual relationship. Furthermore, the existence of this contract between you and us will also serve as the legal basis for a number of our processing activities involving your Personal data, as detailed below.

## Controllers

**Crypterium** (as defined) above is the controller and responsible for your Personal data. There may be other controllers of your Personal data, such as, for example, electronic identification

verification service providers, or other service providers engaged by us for purposes of processing and storing your Personal data. They will be so-called “joint controllers” of your Personal data and as such, will share responsibility for such control with us.

Presently, we use the services of the following service providers:

**Sum&Substance:** <https://sumsub.com> for KYC/AML verification;

**Safened:** <https://www.safened.com> for KYC/AML verification;

**Jumio:** <https://www.jumio.com> for KYC/AML verification;

**Connectum:** <https://www.connectum.com> for credit and debit card processing and acquiring;

**EmailOctopus:** <https://emailoctopus.com/> for handling e-mail lists and campaigns; and

**HasOffers:** <https://www.hasoffers.com/> for performance marketing.

Please familiarize yourself with these providers and their privacy and liability policies. If you find any of these may not work for you, please do not access any of the Websites and do not use any of our Services.

As a general rule, we always seek to minimize the amount of your Personal data that we ourselves collect and store.

## **Contact details**

Full name of legal entity:

Crypterium OU Email address:

[privacy@crypterium.com](mailto:privacy@crypterium.com)

Please use the words ‘Data Protection Matter’ in the subject line.

## **Changes to the Policy and your duty to inform us of changes**

This version was last updated on 15 April 2018.

It is imperative that the Personal data we hold about you is accurate and current at all times. Otherwise, this will impair our ability to process your token purchases and/or our ability to provide you with the Services that you may requests from us (amongst other salient issues).

Please keep us informed if any of your Personal data changes during your relationship with you.

## **Third-party links**

Our Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy notice or policies. We strongly encourage you to read the privacy notice of every website you visit, particularly when leaving our Website.

## **2. Some key definitions**

Set out below are key definitions of certain data protection terms which appear in this Policy.

“**Consent Form**” refers to separate documents which we might from time to time provide you where we ask for your explicit consent for any processing which is not for purposes set out in this Policy.

“**Data subjects**” means living individuals (i.e. **natural persons**) about whom we collect and process Personal data.

“**Data controller**” or “**controller**” means any entity or individual who determines the purposes for which, and the manner in which, any Personal data is processed.

“**Data processor**” or “**processor**” means any entity or individual that processes data on our behalf and on our instructions (we being the data controller).

“**Personal data**” means data relating to a living individual (i.e. **natural person**) who can be identified from the data (information) we hold or possess. This includes, but is not limited to, your name and surname (including maiden name where applicable), address, date of birth, nationality, gender, civil status, tax status, identity card number & passport number, contact details (including mobile and home phone number and personal email address), photographic image, bank account details, emergency contact information as well as online identifiers. The term “**personal information**”, where and when used in this Policy, shall be taken have the same meaning as Personal data.

“**Processing**” means any activity that involves use of Personal data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including, organizing, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring Personal data to third parties.

“**Sensitive Personal data**”, “**sensitive data**” or “**special categories of Personal data**” includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. This type of sensitive data can only be processed under strict conditions.

**Note that Personal data does not include information relating to a legal person (such as, for example, a company). Therefore, information such as a company name, its company number, registered address and VAT number, does not amount to Personal data in terms of both the Act and the GDPR. Naturally, we will still treat any and all such information in a confidential and secure manner.**

### 3. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (**anonymous data**).

We may collect, use, store, share and disclose different kinds of Personal data about you which (**for purely indicative purposes**) we have grouped together as follows. For avoidance of doubt, categories marked in blue are not applicable to non-customers (i.e. individuals who do not hold a registered customer account with us).

- **Identity Data** includes your first name, maiden name (where applicable), last name, username or similar identifier, marital status, title, nationality, date of birth, gender, identity card and/or passport number.
- **Contact Data** includes address, billing address, email address and contact number (telephone and/or mobile).
- **AML and KYC Data** includes the following due diligence documentation and information on you:
  - (i) copy of your national identity document, passport and/or driver's licence, (ii) proof of residence (for example, a recently issued utility bill), (iii) a 'selfie' (for identity verification), (iv) KYC database checks, (v) fraud database checks and (vi) any documentation or information which we may be from time to time:
  1. required to collect to ensure compliance with any applicable legislation (including applicable foreign laws) and global AML/KYC practices; and/or
  2. otherwise mandated to collect by any competent authority, including, as applicable, any other documentation or information which may be mandated on us from time to time

by applicable law and by any other competent authority or related legislation (including overseas authorities and applicable foreign laws).

- **Enhanced KYC Data** applies in respect of payments which exceed a set threshold and includes, at a minimum, the following enhanced customer due diligence documentation and information: source of funds and source of wealth.
- **Financial Data** includes your wallet and private key details.
- **Transaction Data** includes details about:
  1. your subscriptions, purchases and transactional activity;
  2. your transactional history on the Platform;
  3. your use of the Services (including your service requests);
  4. the payments made to and from you.
- **Portfolio Data** includes details about the tokens credited to your account.
- **Usage Data** includes details about how you use our Platform and the Websites.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices which you (whether a client or otherwise) use to access and browse the Websites.
- **Website Visit Data** includes the full Uniform Resource Locators (URL), clickstream to, through and from the Website (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us or our third parties and your communication preferences. This may include information whether you have subscribed or unsubscribed from any of our mailing lists, attended any of our events, or accepted any of our invitations.

We will also collect, use and process any other information that you voluntarily choose to provide or disclose to us where relevant for processing your token requests and/or providing you with your requested Services. Any such information that we receive from you would fall under the '**Transaction Data**' category.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your Personal data but is not considered Personal data in law as this data does not directly or indirectly reveal your identity. For

example, we may aggregate your Website Visit Data to calculate the percentage of users accessing a specific feature of the Website. However, if we combine or connect Aggregated Data with your Personal data so that it can directly or indirectly identify you, we treat the combined data as Personal data which will be used in accordance with this Policy.

### **If you fail to provide Personal data**

Where we need to collect Personal data about you:

- by law, or
- under the terms of, or in connection with, the contract that we have with you (as discussed in **Section 1** above); or
- as part of our legitimate (business) interests to verify the identity of our applicants and customers, mitigate against risks (such as potential or suspected fraud) and, in particular, to assess and take a decision on whether we want to enter into a customer relationship with you (as subject to our customer acceptance criteria and policies),

**and you either fail to provide that data when requested, or else provide incomplete or insufficient data**, we may not be able to perform or conclude the contract which we have or are otherwise trying to enter into with you (namely regarding your account opening, token subscriptions and purchases, and provision of the Services).

In certain cases, particularly where it relates to KYC due diligence data (both standard and enhanced), we may even need to exercise our prerogative to terminate our contract with you in accordance with the terms thereof, or else, if still at the application stage, we may have to decline to enter into a customer relationship with you.

We will however notify you if this is the case at the time.

### **Special categories of Personal data**

**We do not knowingly collect Special Categories of Personal data (or Sensitive Personal data) about you.** Should we receive sensitive Personal data about you, we will only process that data when there is a legitimate basis to do so and, in all circumstances, in accordance with our obligations at law and under the appropriate safeguards.

As set out below in **Section 5**, we collect and process **AML and KYC Data** and, if applicable, **Enhanced KYC Data** in order to order to (i) conduct our AML and KYC checks, and other due

diligence checks, on you, (ii) verify your identity or claimed identity and, in those instance of enhanced due diligence, your source of funds and source of wealth, (iii) take an informed decision on whether we want to enter into a customer relationship with you, and, if positive, to conduct initial and ongoing screening and monitoring and (iv) to comply with any legal or regulatory obligation that we may have and/or any Court, regulatory or enforcement order that may be issued upon us.

#### 4. How is your Personal data collected?

We generally use different methods to collect data from and about you including through:

- Account Registration.** We will ask you to provide us with your Identity, Contact and AML and Risk Data when you apply to open a customer account with us. You provide this information, which will then be collected and processed, when you fill in and submit your account application form (together with other related forms) and complete the required application steps.
- Direct Interactions.** You may give us your Identity, Contact and AML and Risk Data, Enhanced KYC Data and Marketing and Communications Data by filling on our forms (such as our 'Contact Form' accessible at [www.crypterium.com](http://www.crypterium.com) completing our token pre-sale documentation or by corresponding with us by post, phone, email or otherwise. This includes Personal data you provide when you:
  - contact us in the context of opening and registering a customer account;
  - apply to open a customer account;
  - subscribe to, purchase, and/or use our Services;
  - discuss with us the particular Services that you require;
  - request and receive our Services;
  - contact us with complaints or queries;
  - complete an enquiry form;
  - contact us for further information about our products and services;
  - submit the AML and KYC Data and/or Enhanced KYC Data that we request;
  - request marketing to be sent to you;
  - express interest and/or attend any of our seminars or other hosted events;
  - participate in a survey or our webinars;
  - subscribe to our newsletters;
  - give us some feedback.
- Through our provision of the Services.** This may encompass all of the data categories listed in Section 3 (namely, Identity, Contact, AML and Risk Data, Enhanced KYC

Data and Transaction Data).

- **Automated technologies or interactions.** When you interact with our Website, we may automatically collect Technical and Usage Data about your equipment, browsing actions and patterns. We may collect this Personal data by using cookies, server logs and other similar technologies.

Please see our Cookie Policy for further details.

- **Third parties or publicly available sources.** We may receive Personal data about you from various third parties and public sources as set out below:
  - Technical Data from the following parties:
    - (a) analytics providers;
    - (b) advertising networks; and
    - (c) search information providers.
  - Identity, Contact, AML and Risk Data and Enhanced KYC Data from publicly available sources such as public court documents, the RoC and the company houses and registers of other jurisdictions, and from electronic data searches, online KYC search tools (which may be subscription or license based), anti-fraud databases and other third party databases, sanctions lists, outsourced third-party KYC providers and from general searches carried out via online search engines (e.g. Google).

If you attend an event or meeting at our offices, we may hold images of you captured by our CCTV cameras.

- We may also receive customer due diligence reports about our applicants from our outsourced third-party KYC provider. These reports may encompass identity checks, document integrity checks, checks against global sanctions lists and related screening and monitoring measures. In such cases, this third-party provider will conduct the requested customer due diligence checks **in an autonomous manner** and will generally amount to a controller of the Personal data which it collects in connection with those checks. It also has its own data policies and practices, which will be duly notified and communicated to the applicant.

## 5. How we use your Personal data

We will only use your Personal data when the law allows us to. Most commonly, we will use your Personal data in the following circumstances:

- Where you wish to enter into a customer relationship with us.
- Where we need to perform the contract we have or which are about to enter into with you as customer (including in respect of your token purchases and subscriptions, and use of the Services).
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

You have the right to withdraw consent to such marketing at any time by [contacting us](#), as indicated above under ‘**Contact Details**’.

### **Purposes for which we will use your Personal data**

We have set out below, in a table format, a description of all the ways we plan to use your Personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your Personal data pursuant to more than one lawful ground or basis, depending on the specific purpose for which we are using your data. Please contact us at [privacy@crypterium.com](mailto:privacy@crypterium.com) if you need details about the specific lawful basis we are relying on to process your Personal data where more than one lawful basis has been set out in the table below.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
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<p>(a) To conduct customer due diligence measures on you (following your application to enter into a customer relationship with us).</p> <p>(b) To determine whether we want to enter into a customer relationship with you and, if positive, to register your customer account and on-board you as a customer.</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) AML and KYC.</p>	<p>(a) Performance of a contract with you or in order to take steps at your request prior to entering into such a contract.</p> <p>(b) Necessary for our legitimate interests (to verify your identity, conduct initial screening and monitoring (sanctions lists, fraud databases and other KYC checks), determine whether you present any risks as a prospective customer, and ultimately to enable us to take an informed decision on whether we want to enter into a customer relationship with you).</p>
<p>(a) To establish and verify your identity.</p> <p>(b) To fulfil our other internal KYC policies and requirements.</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) AML and KYC;</p> <p>(d) Enhanced KYC Data (for payments over a certain threshold); and</p> <p>(e) Transaction.</p>	<p>(a) Necessary for our legitimate interests (for risk assessment purposes, to prevent and mitigate against fraud, to safeguard the reputation of our business).</p>
<p>(a) To enable your use of the Platform, process your token subscriptions, purchases and trading activity, and provide you with the Services that you have requested from us.</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Financial;</p> <p>(d) Transaction; and</p>	<p>(a) Performance of a contract with you.</p> <p>(b) Necessary to comply with our contractual obligations.</p>

<p>(b) To keep your account portfolio accurate and updated.</p> <p>(c) Manage transactions and generate transaction reports and records.</p>	<p>(e) Portfolio.</p>	<p>(c) Necessary to comply with a legal obligation.</p>
<p>For tax and accounting purposes (e.g. reporting to tax authorities, and accounting and reporting requirements).</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Financial; and</p> <p>(d) Transaction</p>	<p>(a) Necessary to comply with a legal obligation.</p>
<p>(a) For billing and invoice purposes;</p> <p>(b) To collect and recover money which is owed to us (debt recovery).</p> <p>(c) Internal record keeping (including files).</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Financial;</p> <p>(d) Transaction; and</p> <p>(e) Portfolio.</p>	<p>(a) Performance of a contract with you.</p> <p>(b) Necessary to comply with a legal obligation.</p> <p>(c) Necessary for our legitimate interests (to recover debts due to us, to keep track of your token subscriptions and purchases and the provision of the Services to you (including any developments that took place), and to then be able to review such information should an issue arise).</p>

<p>To manage our customer relationship with you, which may include to:</p> <p>(a) notify you about changes to our terms of service or privacy notices;</p> <p>(b) set up, manage and administer your customer account on the Website;</p> <p>(c) distribute and account your funds;</p> <p>(d) deal with your enquiries, requests, complaints or reported issues;</p> <p>(e) contact you in the course of providing the requested services;</p> <p>(f) ask you to participate in a survey;</p> <p>(g) request feedback from you;</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) Financial;</p> <p>(d) Transaction</p> <p>(e) Usage;</p> <p>(f) Portfolio; and</p> <p>(f) Marketing and Communications.</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary for our legitimate interests (for customer relationship handling and management, to study business growth and possible trends regarding our products and service areas, to enable a review and assessment of our products and service provision, to develop and grow our business).</p>
<p>(h) advise you of industry and legislative updates,</p> <p>(g) inform you about our events and seminars (including webinars);</p> <p>(h) provide you with information about our products and services;</p> <p>(i) provide you with any other information or materials which you have requested from us.</p>		

<p>(h) advise you of industry and legislative updates,</p> <p>(j) inform you about our events and seminars (including webinars);</p> <p>(k) provide you with information about our products and services;</p> <p>(l) provide you with any other information or materials which you have requested from us.</p>		
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<p>(a) To detect, prevent and/or report fraud or any other potentially illegal or prohibited activity that comes to our attention.</p> <p>(b) To assist and cooperate in any criminal or regulatory investigations against you, as may be required of us.</p> <p>(c) To enforce our service terms.</p> <p>(d) To protect the rights and property of ourselves and others.</p>	<p>(a) Identity;</p> <p>(b) Contact;</p> <p>(c) AML and KYC;</p> <p>(d) Enhanced KYC Data;</p> <p>(e) Financial;</p> <p>(f) Transaction; and</p> <p>(g) Payment.</p>	<p>(a) Necessary to comply with a legal obligation.</p> <p>(b) Necessary for our legitimate interests (including, to protect the reputation of our business).</p>
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<p>To administer and protect our business, the Website and our Platform (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).</p>	<p>(a) Identity; (b) Contact; (c) Usage ; (d) Technical ; and (e) Website Visit.</p>	<p>(a) Necessary for our legitimate interests (for running and administering our business (including IT support), systems administration, network security, to prevent fraud and to maintain the confidentiality of communications, and in the context of a business reorganisation or group restructuring exercise).  (b) Necessary to comply with a legal obligation.</p>
<p>(a) To carry out market research campaigns;  (b) To market our products and services to you by email or other means if you have subscribed to one of</p>	<p>(a) Identity; (b) Contact; (c) Technical ; (d) Usage;</p>	<p>(a) Necessary for our legitimate interests (to develop our products and services and grow our business, to define our customers, to keep our products, services s and the Website</p>
<p>our mailing lists (<b>where you are not a customer</b>)  (c) To deliver relevant Website content and advertisements to you, and measure or understand the</p>	<p>(e) Website Visit; and  (f) Marketing and Communications.</p>	<p>updated and relevant, and to inform our marketing strategy.).  (b) On the basis of your consent, in the absence of a customer relationship.</p>
<p>effectiveness of the advertising that we serve to you.</p>		
<p>To permit us to pursue available remedies or limit any damages which</p>	<p>(a) Identity;</p>	<p>(a) Performance of a contract with you.</p>

<p>we may sustain.</p>	<p>(b) Contact;</p> <p>(c) AML and KYC;</p> <p>(d) Enhanced KYC Data;</p> <p>(e) Financial;</p> <p>(f) Transaction;</p> <p>(g) Portfolio; and</p> <p>(f) Marketing and Communications.</p>	<p>(b) Necessary for our legitimate interests.</p>
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**“Legitimate Interest”** means our interest to conduct and manage our business affairs appropriately and responsibly, to protect the reputation of our business, and to provide our customers with the best possible service and the users of the Websites with a secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before your Personal data is processed for our legitimate interests. We do not use your Personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at the following email address: [privacy@crypterium.com](mailto:privacy@crypterium.com)

**“Performance of Contract”** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract. This includes our Terms of Service or other applicable terms of business.

**“Comply with a legal obligation”** means processing your Personal data where it is necessary for compliance with a legal or regulatory obligation to which we are subject.

**Marketing**

We strive to provide you with choices regarding certain Personal data uses, particularly around advertising and marketing. Through your Identity, Contact, Usage, Technical and Website Visit Data, we are able to form a view on what we think you may want or need. This is how we then decide which of our products and/or services may be relevant or of interest to you (our **marketing communications**).

You may **receive marketing communications** from us (which may consist of newsletters, industry and legislative updates, mailshots, publications and/or information about our events, seminars and webinars) where:

- you have entered into an ongoing commercial or contractual relationship with us; and
- provided you have not opted out of receiving marketing from us (see **Your right to object** below).

**Where the above does not apply to you**, we will only send you our marketing communications if you have expressly consented to receive them from us.

### **Third-Party Marketing**

We will get your express opt-in consent before we share your Personal data with any third parties (including our affiliated entities) for marketing purposes.

### **Opting out**

You can ask us to stop sending you marketing communications (unsubscribe) at any time by following the opt-out (unsubscribe) links on any marketing communication sent to you.

### **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when the Website sets or accesses cookies. If you disable or refuse cookies, please note that some parts of the Website may become inaccessible or not function properly. This Policy should be read in conjunction with our [Cookie Policy](#).

### **Change of purpose**

We will only use your Personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose, or we are obliged to process your data by applicable laws or court / enforceable orders.

If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us at [privacy@crypterium.com](mailto:privacy@crypterium.com)

If we need to use your Personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your Personal data without the need to obtain your consent, in compliance with the above rules, where this is required or permitted by law.

## 6. Disclosures of your Personal data

We may have to grant access to, disclose or share your Personal data with the parties set out below (which may be in or outside your jurisdiction) for the purposes set out in the table in **Clause 5** above:

- Third party service providers**, including platform integration and infrastructure hosting providers (in order to store data), KYC providers and identity and customer verification service providers (to facilitate the set-up and opening of your account and from whom we may receive customer due diligence reports on you), payment services and payment gateways (in order to process payments), and token accounting services (in order to verify, monitor and secure token subscriptions, purchases and trading activity).
- Our affiliated entity**, such as partner firms involved in the provision of certain Services.
- Affiliated group entities**. We share information with these entities in order to:
  - a) help, detect and prevent potentially illegal acts and violations of our policies;
  - b) allow you to use the products and services they provide that are supplied in connection with, or using, our products and services; and
  - c) guide decisions about our products, services and communications.
- Suppliers and external agencies** that we engage to process information on our or your behalf, including to provide you with the information and/or materials which you may have requested.
- Professional advisers** such as consultants, bankers, professional indemnity insurers, brokers and auditors.
- Law enforcement agencies, public authorities and judicial bodies** (local and

overseas).

- **Other organisations** where exchange of information is for the purpose of fraud protection or credit risk reduction.
- **Debt recovery agencies** who assist us with the recovery of debts owed to us.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets (**successors in title**). Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your Personal data in the same way as set out in this Policy.

We require all affiliated entities and third-party service providers to respect the security of your Personal data and to treat it in accordance with the law. We do not allow them to use your Personal data for their own purposes and only permit them to process your Personal data for specified purposes and in accordance with our documented instructions. Our service providers currently store your Personal data in Germany. We will update this Privacy Policy if their data storage location changes.

## 7. International transfers

We do not generally transfer your Personal data to outside the European Economic Area (“**EEA**”) except

as may be necessary to: (i) process your transactions, subscriptions, purchases and/or trading activity, (ii) provide the requested services, (iii) fulfil our contractual obligations to you, (iv) exercise and enforce our contractual rights and terms of services, (v) comply with our legal and/or regulatory obligations or (vi) assert, file or exercise a legal claim.

Where we do need to transfer your Personal data to outside the EEA (whether for these stated purposes or any other purpose listed in **Clause 5** above), we will ensure a similar degree of protection is afforded to that Personal data by ensuring at least one of the following safeguards applies or is otherwise implemented:

- We will only transfer your Personal data to countries that have been deemed to provide an adequate level of protection for Personal data by the European Commission.
- In the absence of an adequacy decision, we will use specific contracts approved by the European Commission which give Personal data the same protection it has in Europe.
- Where we use providers based in the U.S., we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to Personal data shared between the Europe and the US.

Please contact us at [privacy@crypterium.com](mailto:privacy@crypterium.com) if you want further information on the specific

mechanism used by us when transferring your Personal data out of the EEA.

## 8. Data security

We have put in place appropriate security measures to prevent your Personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed (i.e. to safeguard its integrity and confidentiality). We also regularly review and, where practicable, improve upon these security measures.

We also limit access to your Personal data to strictly those employees, agents, contractors and third parties that have a professional ‘need-to-know’. They will only process your Personal data on our instructions and they are subject to a duty of confidentiality. All our employees and agents have received appropriate training on data protection.

We have put in place procedures to deal with any suspected Personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 9. Data retention

**Please note that we consider our relationship with customers to be an ongoing and continuous customer relationship, until such time that either we or the customer terminates it in accordance with our Terms of Use.**

We will only retain your Personal data for as long as necessary to fulfil the purposes for which we collected it (see **Section 5** above) and, **thereafter**:

- for the purpose of satisfying any legal, accounting, tax, anti-money laundering and regulatory obligations or reporting requirements to which we may be subject (including as an issuer of a virtual financial asset in terms of applicable Estonian law); and/or
- to the extent that we may also need to retain your Personal data to be able to assert, exercise or defend possible future legal claims against you or that otherwise involve you.

By and large, our retention of your Personal data shall not exceed the period of **six (6) years** from the termination of your customer relationship with us (which would typically arise from the closure or termination of your customer account). This retention period enables us to make use your Personal data for any applicable AML retention and reporting obligations, and for the filing, exercise or defence of possible future legal claims (taking into account applicable

prescriptive periods and statutes of limitation). In certain cases, we may need to retain your Personal data for a period of up to **ten (10) years** in order to comply with applicable accounting and tax laws (this will primarily consist of your Transaction Data). There may also be instances where the need to retain Personal data for longer periods, as dictated by the nature of the products and services provided.

In some circumstances you can ask us to delete your data. See **Request erasure** below for further information.

**Kindly contact us at [privacy@crypterium.com](mailto:privacy@crypterium.com) for further details about the retention periods that we apply.**

## **Data Minimisation**

To the extent possible, we may anonymise the data which we hold about you when it is no longer necessary to identify you from the data which we hold about you. In some circumstances, we may even pseudonymise your Personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **10. Your legal rights**

Under certain circumstances, you have rights under data protection laws in relation to your Personal data. Please click on the links below to find out more about these rights:

- Request access to your Personal data.*
- Request correction (**rectification**) of your Personal data.*
- Request erasure of your Personal data.*
- Object to processing of your Personal data.*
- Request restriction of processing your Personal data.*
- Request transfer of your Personal data.*
- Right to withdraw consent.*

If you wish to exercise any of the rights set out above, please contact us at [privacy@crypterium.com](mailto:privacy@crypterium.com)

**No fee is usually charged**

You will not have to pay a fee to access your Personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may simply refuse to comply with your request in such circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal data (or to exercise any of your other rights). This is a security measure to ensure that Personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within a period of one month from the date of receiving your request. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

### **You have the right to:**

**(i) Request access** to your Personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the Personal data we hold about you and to check that we are lawfully processing it.

You may send an email to [privacy@crypterium.com](mailto:privacy@crypterium.com) requesting information as the Personal data which we process. You shall receive one copy free of charge via email of the Personal data which is undergoing processing. Any further copies of the information processed shall incur a charge of €10.00.

**(ii) Right to information** when collecting and processing Personal data about you from publicly accessible or third party sources. When this takes place, we will inform you, within a reasonable and practicable timeframe, about the third party or publicly accessible source from whom we have collected your Personal data.

**(iii) Request correction or rectification** of the Personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected and/or updated, though we may need to verify the accuracy of the new data you provide to us. As mentioned, it is in your interest to keep us informed of any changes or updates to your

Personal data which may occur during the course of your relationship with us.

**(iv) Request erasure** of your Personal data. This enables you to ask us to delete or remove Personal data where:

- there is no good reason for us continuing to process it;
- you have successfully exercised your right to object to processing (see below);
- we may have processed your information unlawfully; or
- we are required to erase your Personal data to comply with local law.

Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request. These may include instances where the retention of your Personal data is necessary to:

- comply with a legal or regulatory obligation to which we are subject; or
- establish, exercise or defend a legal claim.

**(v) Object to processing** of your Personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal data for direct marketing purposes (as under the ‘**Marketing**’ in **Section 5** above).

In some cases, we may demonstrate that we have compelling legitimate grounds to process your personal information that override your rights and freedoms.

**(vi) Request restriction of processing** of your Personal data. This enables you to ask us to suspend the processing of your Personal data in the following scenarios:

- if you want us to establish the data's accuracy;
- where our use of the data is unlawful but you do not want us to erase it;
- where you need us to hold onto the data even if we no longer require it, as you need it to establish, exercise or defend legal claims; or
- where you have objected to our use of your Personal data, but we need to verify whether we have overriding legitimate grounds to use it.

**(vii) Request the transfer (data portability)** of your Personal data to you or to a third

party. We will provide to you, or a third party you have chosen, your Personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**(viii) Withdraw your consent at any time** where we are relying on consent to process your Personal data (which will generally not be the case). This will **not** however affect the lawfulness of any processing which we carried out before you withdrew your consent. Any processing activities that are not based on your consent will remain unaffected.

**Kindly note that none of these data subject rights are absolute, and must generally be weighed against our own legal obligations and legitimate interests. If a decision is taken to override your data subject request, you will be informed of this by our data protection team along with the reasons for our decision.**

## **Complaints**

You have the right to lodge a complaint at any time to a competent supervisory authority on data protection matters, such as (in particular) the supervisory authority in the place of your habitual residence or your place of work.

We would, however, appreciate the opportunity to deal with your concerns before you approach the supervisory authority, so please contact us in the first instance at [privacy@crypterium.com](mailto:privacy@crypterium.com)

## **11. Conclusion**

We reserve the right to make changes to this Policy in the future, which will be duly notified to you. If you have any questions regarding this Policy, or if you would like to send us your comments, please contact us today or alternatively write to our data protection team using the details indicated in this Policy.

## Terms of Exchange Operations

NOTE: Exchange operations with cryptocurrencies involve a high degree of risk. Values of cryptocurrencies are subject to fluctuation and there is a significant time lag between placement of your exchange Order and delivery of cryptocurrency to your account.

By submitting the Order, you will be deemed to have accepted these Terms of Exchange Operations and Crypterium's general Terms of Use at <https://crypterium.com/content/terms.pdf>.

If you do not yet have a Crypterium Account, then a Crypterium Account will be opened for you at the time of your submission of the Order using the details that you will have submitted and you will be treated as a Client of Crypterium from such time. You may be required to undergo applicable KYC procedures before your Order can be processed.

### GLOSSARY OF TERMS

**Crypterium**– Crypterium OÜ, a company organized under the laws of Estonia, reg.no 14352837, with offices at Harju Maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114, or any successor or assignee thereto

**Crypterium Account** – the Client's Token account or other coin account with Crypterium

**Business Day** – any day on which banks are open for business in Tallinn, Estonia

**Client** – a User of Crypterium, as such term is defined in Crypterium's general Terms of Use at <https://crypterium.com/content/terms.pdf>

**Commission** – the Exchange's commission for the Exchange Operation

**Conversion Estimate** – the estimated amount of Tokens that the Exchange may be able to purchase with the Invoice Amount (minus the Trade Commission), subject to any fluctuation in the purchase price of Tokens as described in item 10 above

**Crypterium ID** – the Client's Crypterium identification/client number

**Exchange** – Crypterium or any successor or assignee thereto

**Exchange Operation** – the exchange of the Client's Euro funds into Tokens

**Hotline** – the Exchange's customer service hotline available via <https://crypterium.com/contacts>

**Invoice** – the Exchange's invoice to the Client for the Exchange Operation

**Order** – the Client's order for the Exchange Operation submitted to the Exchange electronically and setting out the amount of Euro funds the Client instructs the Exchange to exchange into Tokens  
**Tokens** – USDT (Tether) tokens (tether.io)

**Trade Commission** – the Exchange's commission for carrying out the Exchange Operation. For

the current Trade Commissions, please refer to the Fee Schedule above

Trade Confirmation – a confirmation sent to Client by Exchange confirming the receipt of the Order

## LIMITS

Your monthly Orders may not exceed **150.00 Euro** until such time as your Client account satisfies applicable KYC1 requirements.

After satisfaction of applicable KYC1 requirements the following limits apply<sup>1</sup>:

- Maximum amount of one transaction: 3 000 EUR
- Maximum daily quantity of purchases per one bank card: 4
- Maximum daily amount of purchases per one bank card: 10 000 EUR
- Maximum monthly amount of purchases per one bank card: 15 000 EUR

## OPERATION RULES

1. To initiate the Exchange Operation, the Client must place the Order.
2. After placing the Order, the Client will get a Trade Confirmation and will be invoiced by the Exchange for the full amount of the Order. The Invoice will be delivered to Client electronically via email provided by him/her and a copy of the Invoice will also be available for download through the Client's Crypterium Account.
3. The Trade Confirmation will contain the Conversion Estimate and will state the amount of the Trade Commission.
4. The Invoice should be paid by Client by wire transfer in immediately available funds by close of the Business Day immediately following the date of the Invoice. For purposes of this paragraph, 'payment' means the irrevocable debit of the Client's Euro account with the Client's bank (credit institution) that maintains such account, for the full amount of the Invoice, on the basis of an irrevocable instruction by Client to such bank to transfer and pay the net amount stated in the Invoice ("**Invoiced Amount**") to the Exchange.
5. The Invoiced Amount should be paid to the Exchange in full. Payment of all commissions, transfer fees, duties and other expenses associated with payment of the Invoiced Amount are the Client's expense and responsibility.

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<sup>1</sup> In case the payment currency differs from the euro, the applicable limits are calculated in euro equivalent in accordance with the current exchange rate of the processing partner

6. After receipt of the Invoiced Amount, the Exchange will deduct its Trade Commission from the Invoiced Amount and will use the remaining funds to purchase and deliver the Tokens to Client's Crypterium Account.
7. The Client's payment instruction must include a reference to Client's Crypterium ID. Failure to include such reference may result in delays in (a) processing of the Order by the Exchange and  
  
(b) purchase and delivery of the Tokens by the Exchange to the Client and, accordingly, the Client may not receive the Tokens in time or at all, which may result in various losses to the Client.
8. If the amount in fact received by Exchange pursuant to the Invoice is less than the full Invoiced Amount ("**Insufficient Amount**"), the Exchange will advise the Client accordingly and the Client may instruct the Exchange (through the Hotline) to amend the Order to be equal to such Insufficient Amount. Such amendment will not diminish the amount of the Trade Commission established in the Trade Confirmation.  
  
If no such instruction is received within 5 (five) Business Days from the date of receipt of such Insufficient Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges and duties) by wire transfer to Client.
9. If the amount in fact received by Exchange pursuant to the Invoice is higher than the full Invoiced Amount ("**Excessive Amount**"), the Exchange will advise the Client accordingly and the Client may instruct the Exchange (through the Hotline) to issue an additional Invoice for the excess. In such case, a separate Trade Commission will apply to such additional Invoice.  
  
If no such instruction is received within 5 (five) Business Days from the date of receipt of such Excessive Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges and duties) by wire transfer to Client.
10. The Conversion Estimate of the Trade communicated to Client after placement of the Order is indicative and, although we usually intend to fill the Order at the best available Token price, the actual amount of Tokens that may be delivered to Client pursuant to the Order may vary. This variance is due to a number of factors such as:
  - a. The purchase of Tokens by Exchange pursuant to the Order only takes place after the Exchange receives the Invoice payment in full.
  - b. Accordingly, the purchase price (market value) of the Token may go up or down between the time Client makes the Invoice payment, the time the Exchange receives the Invoice payment and the time the Exchange purchases and delivers the Tokens to the Client.
  - c. There may be market disruptions, regulatory changes or other adverse effects on the Tokens and the market for the Tokens which may affect their availability, recording, circulation, value, or deliverability to Client.

## **BASIC FEE SCHEDULE FOR PURCHASE VIA BANK CARD**

Last updated: 7th of May, 2019

<b>Order Value up to and including</b>	<b>Trade Commission</b>
EUR 1 000.00	8.00%
EUR 10 000.00	7.50%
EUR 100 000.00	7.00%
EUR 1 000 000.00	6.50%

Crypterium reserves the right to apply lower Trade Commission at its own consent without additional notice.

#### **FEE SCHEDULE FOR PURCHASE VIA BANK TRANSFER**

	<b>Trade Commission</b>
Any Order Value	3.00%

## Crypterium AML/KYC Policy

### Introduction

The Anti-Money Laundering and Know Your Customer Policy (the “**AML/KYC Policy**”) of Crypterium OÜ of Harju maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114, Estonia, registration number 14352837 (“**we**”, “**our**”, “**us**” or “**Crypterium**”) is established to prevent and mitigate possible risks of Crypterium being involved in illegal or illicit activities and to enable Crypterium to meet its legal and regulatory obligations in this area (if any, where applicable). This AML/KYC Policy is subject to changes and updates by Crypterium from time to time to ensure compliance with any applicable legislation and global AML/KYC practices.

### Definitions

“**Beneficial Owner**” means any natural person or persons who ultimately own or control the User (as defined below) and, or the natural person or persons on whose behalf a transaction or activity is being conducted, and

- (a) in the case of a body corporate or a body of persons, the beneficial owner shall consist of any natural person or persons who ultimately own or control that body corporate or body of persons through direct or indirect ownership of twenty-five per centum (25%) plus one (1) or more of the shares or more than twenty-five per centum (25%) of the voting rights or an ownership interest of more than twenty-five per centum (25%) in that body corporate or body of persons, including through bearer share holdings, or through control via other means, other than a company that is listed on a regulated market which is subject to disclosure requirements consistent with European Union law or equivalent international standards which ensure adequate transparency of ownership information:

Provided that a shareholding of twenty-five per centum (25%) plus one (1) share or more, or the holding of an ownership interest or voting rights of more than twenty-five per centum (25%) in the customer shall be an indication of direct ownership when held directly by a natural person, and of indirect ownership when held by one or more bodies corporate or body of persons or through a trust or a similar legal arrangement, or a combination thereof:

Provided further that if, after having exhausted all possible means and provided there are no grounds of suspicion, no beneficial owner in terms of this paragraph has been identified, subject persons shall consider the natural person or persons who hold the position of senior managing official or officials to be the beneficial owners, and shall keep a record of the actions taken to identify the beneficial owner in terms of this paragraph.

- (b) in the case of trusts the beneficial owner shall consist of:
- i. the settlor;
  - ii. the trustee or trustees;
  - iii. the protector, where applicable;
  - iv. the beneficiaries or the class of beneficiaries as may be applicable; and
  - v. any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means;
- (c) in the case of legal entities such as foundations and legal arrangements similar to trusts, the beneficial owner shall consist of the natural person or persons holding equivalent or similar positions to those referred to in paragraph (b).

**“High Risk Jurisdiction”** means the jurisdictions designated by Crypterium as a high risk jurisdiction in respect of any Sale or Service from time to time.

**“Politically Exposed Person”** means a natural person who is or has been entrusted with prominent public functions, other than middle ranking or more junior officials. For the purposes of this definition, the term “natural person who is or has been entrusted with prominent public functions” includes the following:

- (a) Heads of State, Heads of Government, Ministers, Deputy or Assistant Ministers, and Parliamentary Secretaries;
- (b) Members of Parliament or similar legislative bodies;
- (c) Members of the governing bodies of political parties;
- (d) Members of superior, supreme, and constitutional courts or of other highlevel judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- (e) Members of courts of auditors or of the boards of central banks;
- (f) Ambassadors, charges d’affaires and high ranking officers in the armed forces;
- (g) Members of the administrative, management or supervisory boards of Stateowned enterprises;
- (h) Anyone exercising a function equivalent to those set out in paragraphs (a) to (f) within an institution of the European Union or any other international body;

Furthermore, Politically Exposed Person includes also family members or persons known to be close associates of any individual identified in (a) – (h) above.

The term “family members” includes:

- the spouse, or a person considered to be equivalent to a spouse;
- the children and their spouses, or persons considered to be equivalent to a spouse; and
- the parents.

“Persons known to be close associates” means:

- a natural person known to have joint beneficial ownership of a body corporate or any other form of legal arrangement, or any other close business relations, with that politically exposed person; or
- a natural person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of that politically exposed person.

“**Prohibited Jurisdiction**” means the jurisdictions designated by Crypterium as a prohibited jurisdiction in respect of the Sale or Service from time to time.

“**Sanctioned Jurisdiction**” means any country or territory to the extent that such country or territory is the subject of any sanction issued by the United Nations, United States and/or the European Union.

“**Sanctioned Person**” means any individual or entity (a) identified on a sanctions list issued by the United Nations, United States and/or the European Union; (b) organized, domiciled or resident in a Sanctioned Jurisdiction; or (c) otherwise the subject or target of any sanctions, including by reason of ownership or control by one or more individuals or entities described in clauses (a) or (b).

“**Service**” means any other services provided by Crypterium to the Users from time to time, including, without limitation, its payment and cryptocurrency exchange services, wallet services, C-lever.com and Instachange.com services, and any other services or functionalities, past, present, or future.

“**Transaction**” means any transaction with any assets that is conducted by a user through any of the Crypterium’s websites, applications, client accounts, cryptocurrency wallets, Services, or functionalities, and the word “transact” shall be interpreted accordingly.

“**User**” means a person using Crypterium’s Services.

### **Initial and ongoing screening**

- a) Crypterium will (and will always reserve a right to) screen a User prior to enabling any Transaction with such User and will continue to screen such User on an ongoing basis, to ensure that such User is not a Sanctioned Person, from a Sanctioned Jurisdiction and/or a person from a Prohibited Jurisdiction.
  
- b) Crypterium will screen a User prior to providing any Service to such User, and will continue to screen such User on an ongoing basis, to ensure that such User is not a Sanctioned Person, from a Sanctioned Jurisdiction and/or a person from a Prohibited Jurisdiction. If a User is a Sanctioned Person, from a Sanctioned Jurisdiction and/or a person from a Prohibited Jurisdiction, Crypterium will refuse to provide Services to such User or discontinue the provision of Services.

In carrying out this screening Crypterium shall ensure to adopt software to enable comprehensive screening to be carried out and which captures all sanctions that Crypterium is bound to follow.

### **KYC/AML identification procedures**

Crypterium adopts a risk-based approach to combating money laundering and terrorist financing. By adopting a risk-based approach, Crypterium is able to ensure that measures to prevent or mitigate money laundering and terrorist financing are commensurate to the identified risks.

Prior to enabling or entering into a Transaction with or for or on behalf of a User or providing any Service to a User, Crypterium will, if so required by applicable law or if it is otherwise deemed necessary or expedient:

- a) identify the User and verify the User’s identity on the basis of documents, data or other information based on a reliable and independent source;
  
- b) if there is a Beneficial Owner in relation to the User, identify the beneficial owner and take reasonable measures to verify the beneficial owner’s identity;

c) obtain information on the purpose and intended nature of the business relationship with the User, unless the purpose and intended nature are clearly stipulated in the relevant documentation between Crypterium and the User. As part of this process, Crypterium shall obtain, amongst other matters, information on the source of funds and source of wealth of the User; and

d) if a person purports to act on behalf of the User, (i) identify the person and take reasonable measures to verify the person's identity on the basis of documents, data or information based on a reliable and independent source; and (ii) verify the person's authority to act on behalf of the User.

To identify a User who is an individual, Crypterium will collect information from the User, including but not limited to, his full name, date of birth, place of birth, nationality, place of residence, email address, and the identity document type. Crypterium will verify the identity of the User with documents such as his national ID, passport and/or driver's licence and utility bill.

To identify a User who is a legal entity, Crypterium will collect information from the User, including but not limited to, its full legal name, registration number, date of incorporation / registration, country of incorporation / registration and lists of directors (as applicable to the entity). Crypterium will verify the User with documents such as Memorandum and Articles of Association (or equivalent), additional beneficial ownership information and documents, and a detailed corporate chart (as applicable to the entity).

If the User is not physically present for identification purposes, Crypterium may adopt more stringent standards to verify the identity of the User.

### **Ongoing monitoring of Users**

Crypterium reserves the right to continuously monitor, on a risk sensitive basis, the business relationship with a User (as applicable) by:

a) reviewing from time to time documents, data and information that have been obtained by Crypterium to ensure that such documents, data and information are up to date;

b) conducting appropriate scrutiny of Transactions and activities carried out by Users to ensure that they are consistent with Crypterium's knowledge of the User's business and risk profile, and to ensure that such Transactions and activities are in line with Crypterium's knowledge of the User's or User's source

of funds and source of wealth; and

- c) identifying transactions that are unusually large in amount or of an unusual pattern and have no apparent economic or lawful purpose.

For the avoidance of doubt, Crypterium may undertake ongoing monitoring on Users in order to ensure that any Transactions equal to or in excess of € 500 (or its equivalent in any other currency) shall be subject to enhanced due diligence in relation to the source of funds and source of wealth of the User.

To continuously monitor the business relationship with a User (as applicable), Crypterium may carry out a file review to ensure that information held about the User is up-to-date and that identification documents held are still valid. In addition, on a more frequent basis, Crypterium may also monitor transactional activity to identify any red-flags or 'out of the norm' activity.

As part of the second line of defense, the Money Laundering Reporting Officer will carry out checks to ensure that regular and effective on-going monitoring is being effected and ensure that irregular or suspicious activities are effectively escalated.

### **Sanctioned Jurisdictions, Prohibited Jurisdictions and High Risk Jurisdictions**

Crypterium will establish and maintain the following lists of jurisdictions (i) Sanctioned Jurisdictions (ii) Prohibited Jurisdictions and (iii) High Risk Jurisdictions. In determining the list of Sanctioned Jurisdictions, Prohibited Jurisdictions and High Risk Jurisdictions, Crypterium shall take into account the lists issued by the Financial Action Task Force and by other organizations issuing guidelines and lists relating to the adequacy of legislative measures adopted by jurisdictions in relation to money laundering, funding of terrorism and transparency.

Users which are (i) resident or domiciled in, or (ii) have their source of wealth or source of funds linked to a Sanctioned Jurisdiction and/or a Prohibited Jurisdiction shall not be accepted as clients of Crypterium.

Users which are (i) resident or domiciled in, or (ii) have their source of wealth or source of funds linked to High Risk Jurisdictions shall be subject to additional checks and measures by Crypterium.

### **High risk situations**

In certain circumstances, the risk may be higher and Crypterium will need to take additional checks. These include, for example, situations where the User is from a High Risk Jurisdiction, where the User is a Politically Exposed Person, or the User's or User's behavior and activities raise other red flags.

In a high risk situation, Crypterium will:

- a) where a business relationship has not yet been established, obtain approval from senior management to establish the business relationship and take reasonable measures to verify the User's or beneficial owner's source of wealth and source of funds that will be involved in the business relationship; and
- b) where a business relationship has been established, obtain approval from senior management to continue the business relationship, take reasonable measures to verify the beneficial owner's identity, and take reasonable measures to verify the User's or beneficial owner's source of wealth and source of funds that will be involved in the business relationship.

### **Record-keeping**

Crypterium will keep (a) transaction records, for a period of ten (10) years beginning on the date on which a transaction is completed, or for such other minimal period as may be required by applicable law; and (b) other information collected by Crypterium for AML/KYC purposes, throughout the continuance of the business relationship with the User and for a period of ten (10) years beginning on the date on which the business relationship with the User ends, or for such other minimal period as may be required by applicable law.

### **Money Laundering Reporting Officer**

The Money Laundering Reporting Officer shall be the person, duly authorized by Crypterium, whose duty is to ensure the effective implementation and enforcement of the AML/KYC Policy. It is the Money Laundering Reporting Officer's responsibility to supervise all aspects of Crypterium's anti-money laundering and counter-terrorist financing. Once such officer is appointed, all our employees will report any suspicious behavior or activities to the Money Laundering Reporting Officer.

### **Reporting**

Where Crypterium suspects that a User is involved in any money laundering, terrorist financing or other illegal activities, it will report any relevant knowledge or suspicion to governmental and regulatory authorities. Crypterium shall not notify any Users of any such suspicious transaction report. Rather, in the event that Crypterium and its employees notify such Users, they may be held liable for tipping off. This is a criminal offence punishable by a fine and/or imprisonment.