

TERMS OF SERVICE
LAST UPDATED: 24.04.2022

Welcome to EPN.net (the “**Website**”), the website and online service of EPAYNETWORK LTD., a company registered in the England and Wales (“**Company**”, “**us**”, “**our**”, and “**we**”). This page explains the terms by which you (the “**Client**”) may use through the Website, mobile applications (if any) and/or any other applicable platforms and/or devices (collectively the “**Service(s)**”).

THESE TERMS OF SERVICE (THE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN CLIENT’S USE OF THE SERVICE. BY ACCESSING OR USING THE SERVICE, CLIENT IS ACCEPTING THESE TERMS, AND CLIENT REPRESENTS AND WARRANTS THAT CLIENT HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS, CLIENT MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF CLIENT IS NOT AT LEAST 18 YEARS OLD OR HAVE A VALID CONSENT FROM PARENT OR LEGAL GUARDIAN TO BE BOUND BY THESE TERMS. TO THE EXTENT THAT A PARENT OR A LEGAL GUARDIAN GIVES CONSENT TO A MINOR TO ENTER INTO THESE TERMS, SUCH PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS AND SHALL BE RESPONSIBLE FOR THE MINOR’S COMPLIANCE WITH THESE TERMS. IF CLIENT DOES NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, CLIENT SHALL NOT ACCESS AND/OR USE THE SERVICE.

The Company reserves the right, in its sole discretion, to revise or modify these Terms of Service, Privacy Policy including any other rules related to specific Service, that the Company may publish which apply to Client’s use of those specific Service and state they are part of these Terms of Service (individually and collectively shall be referred to herein as “**Terms and Conditions**”), at any time by posting the amended Terms and Conditions on or within the Service. The Client is responsible for viewing the Terms and Conditions periodically. The Client’s continued use of the Service after a change or modification of these Terms and Conditions has been made will constitute the Client’s acceptance of the revised Terms and Conditions.

PLEASE NOTE SOME OF THE PROVISIONS OF THE TERMS OF SERVICE COULD BE ALSO ELABORATED WITHIN THE WEBSITE AND ACCOUNT.

1. DEFINITION OF TERMS

“**Account**” means a set of information, transactions, and profile settings that constitute the Client’s personal profile, allowing to make Transfer Orders, monitor transactions and communicate with the Company.

“**Authorization**” shall mean the process of authenticating a Client by its Login and Password.

“**Commission Fee**” means a fee that the Company applies for the provided Services, and which is provided for in the pricelist as specified in these Terms.

“**Confidential Information**” means any information which is marked as “Confidential” or “Proprietary” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer lists, technical specifications, transaction data and client data shall be deemed confidential.

“**Login**” shall mean a Client’s email address.

“**Parties**” means the Client and the Company.

“**Password**” shall mean an alphanumeric combination specified by a Client during the Registration used together with Login to access the Account.

“**Registration**” shall mean the result of entering Login and Password on the Website, after which a Client accepts the Terms and Conditions and can be identified on the Website.

“**Transfer**” means an operation initiated by the Client for the deposit / transfer / withdrawal of Virtual Items, for ordering and using a Virtual Card and/or other operations provided for these Terms and Conditions.

“**Terms and Conditions, Agreement**” means these Terms, Privacy Policy, Cookies Policy, KYC Policy and other related documents both individually and together.

“**Transfer Order**” means an instruction given by the Client to us to execute the Transfer.

“Unverified Account” shall mean an Account of the registered Client whose identity was not verified. The Services within the Unverified Account are provided with the limitations specified in these Terms and Conditions.

“Verification” shall mean a procedure of entering data by a Client and its confirmation, by filling-out an online questionnaire and attaching supporting documents, in compliance in accordance with the requirements of Terms and Conditions.

“Verified Account” shall mean the status of a registered Client’s Account who has entered his/her data and confirmed it, after having completed the Verification in accordance with the Terms and Conditions.

“Virtual Card” shall mean a virtual card, which is prepaid in the Virtual Items denomination amounts, and which may be used for transactions with any person registered or not registered on the Website. By issuing a Virtual Card, the Parties understand the Company's issuance of a loan to the Client secured by Virtual Items.

“Virtual Items” means a digital asset which the Client may receive in exchange of Bitcoins only and having a value denominated in any of the supported currencies and accounted in the Client’s Wallet.

“Wallet” shall mean the part of the Account which can be replenished by Bitcoins only and which reflects the balance of the Virtual Items received in exchange of Bitcoins and owned by the Client in one of the chosen currencies. One Account can have multiple Wallets in different currencies. Type of Wallet shall mean a Wallet in one of the available currencies.

“Website” shall mean <https://epn.net>

FOR THE AVOIDANCE OF DOUBT, HEREINAFTER ANY REFERENCES TO THE DENOMINATION IN CURRENCY ARE MADE FOR EASE OF REFERENCE AND EVALUATION OF VIRTUAL ITEMS. THE COMPANY OPERATES ONLY IN RELATION TO DIGITAL ASSETS AND IN ANY CASE NOTHING IN THESE TERMS AND CONDITIONS SHOULD BE CONSIDERED THAT THE COMPANY OPERATES WITH FIAT MONEY.

2. REGISTRATION AND ACCOUNT OPENING

2.1. The Client may start to use the Services after completing the registration of the Account by providing certain information as prompted by the account registration form, in particular:

- Login (Client's email address);
 - Password;
 - Contact information (Telegram link, Skype link and etc.).
- 2.2. The Company is entitled both to act on behalf of third parties and partially or fully transfer the performance of its obligation to third persons, provided that it arises from the essence of the obligation or is more expedient for the purpose of providing Services, considering the circumstances and depending on the Client's place of residence or their seat and/or for any other reason at the discretion of the Company.
- 2.3. When the Client completes Registration, the Client creates the Account. Account may also include other information the Client provides to the Company for the replenishment of the virtual Wallet.
- 2.4. The Company has the right to refuse to open the Account without giving any explanation (freedom of contract right) and has the right to limit the rights of certain groups of Clients in terms of specific rights, including limiting access and/or usage rights with respect to certain parts of the Services.
- 2.5. After registering the Account, the Client has an opportunity to replenish the Wallet, make transactions and exploit other functionalities offered by the Company. The Client may open separate Wallets for Virtual Items denominated in different currencies.
- 2.6. Transfer Orders may be given to the Company any time after the replenishment of the virtual Wallet with Bitcoins and shall be fulfilled by the Company within the reasonable period, provided that the Client filled in the email address of the payee and the amount of Virtual Items to be transferred. Exchange rates are placed on the Website.
- 2.7. Each transaction shall be confirmed by the Client via the Account and/or by other means provided by the Company in the Account or Website.
- 2.8. The Client agrees that all Transfer Orders initiated and confirmed by the Client shall be finite and irrevocable. The Client understands and acknowledges that it knows about irrevocability of Transfer Orders. The Client may not transfer, purchase, sell or exchange Virtual Items outside the Service, or attempt to sell, give or trade in the "real world" anything that appears or originates in the Service unless otherwise expressly authorized by Company in writing. The Company will not recognize those transfers as legitimate.
- 2.9. The Client to whose name the Account has been registered shall be responsible for the rights and obligations related to the Account. Among other things, the Client shall be a party of the transactions made through the Account.

- 2.10. The Account shall reflect:
- 2.10.1. Client's personal data;
 - 2.10.2. Wallets opened by the Client and the amount of Virtual Items disposed on these Accounts and Virtual Card;
 - 2.10.3. Information about transactions, which were made using the Account, Wallets and Virtual Card;
 - 2.10.4. Other information at the Company's discretion.
- 2.11. The Client may not reveal, share or otherwise allow others to use Login, Password or Account. The Client is responsible for the confidentiality of Login and Password and for the security of Client's computer system (any devices used to enter the Account). The Company is not responsible for the use of Client's Password and Login or for all of the communication and activity that results from use of Client's Password and Login by the Client or by any person to whom the Client may have intentionally or by negligence disclosed Login and/or Password in violation of this confidentiality provision. The Company is also not responsible for the use of Account by a person who fraudulently used Login and Password without Client's permission. If the Client believes that the confidentiality of Login and/or Password may have been compromised, the Client shall change them immediately or notify the Company without any delay.
- 2.12. If the Client enters incorrect Login and Password 10 in a row, the Account will be blocked. In this case the Client shall contact the Company with regard to provision of new Password which will be sent through the email address entered during Registration.
- 2.13. The Client may use an Unverified Account with the limitations specified in these Terms and Conditions or upgrade to the Verified Account by the means of Verification by providing necessary additional information and documents set out in the Annex#1 to these Terms and Conditions (Know Your Client Policy). If documents are in a foreign language, the Company may require that the documents be translated into the language understandable for the Company. The Company may require that the translation must be notarized or certified by a sworn translator. The Client shall bear the costs concerning the formalization, translation, certification of the documents and other related costs and they don't subject to reimbursement by the Company.
- 2.14. The Company may block the Account or refuse to fulfill the Transfer Order, depending on the degree of risk of the Client's activities and/or transactions, if:

- 2.14.1. the Company suspects that the Virtual Items on Client's Account/Wallet/Virtual Card may be used to commit the money laundering, terrorism financing or other crime or have been received from criminal activity already committed.
 - 2.14.2. the Client fails to fulfill the obligations under these Terms and Conditions;
 - 2.14.3. the Company is obliged to do so by the legal acts;
 - 2.14.4. Transfers are made in breach of these Terms and Conditions and security requirements of Client's account;
 - 2.14.5. Transfers are suspicious, unauthorized or fraudulent;
 - 2.14.6. the Company suspects that corresponding transaction, the Client or connected person is related to the territory, area of activity, the Service or a person subject to sanctions or other national transaction limits;
 - 2.14.7. in other cases at Company's discretion if Company believes that it is necessary or advisable in order to protect the Account and/or the Company's business interests/activity;
- 2.15. The Client will be notified about the reason of block or refusal and always try to explain why the Company has taken such actions, unless where it is prohibited by laws or other legal acts or when it would pose risk to security. The Company will also notify the Client about the ways to remove the block, execute the Transfer Order and to continue the normal use of the Account.

3. SCOPE OF SERVICES

- 3.1. The Company ensures the provision of the following Services to Clients via authorized third parties (as specified in these Terms and Conditions):
 - 3.1.1. replenish of Wallet with Bitcoins that are to be exchanged to the Virtual Items at the Bitcoin exchange rate placed on the Website and updated regularly. When replenishing the Wallet, the estimated value is assigned, which is used later for the purpose of calculating the number of Bitcoins to be refunded upon withdrawal the Virtual Items as specified in clause 3.1.6.;
 - 3.1.2. conversion of the Virtual Items denominated in one currency to the Virtual Items denominated in other currency at the exchange rate placed on the Website and in this way change the Virtual Items' amount in the Wallet;
 - 3.1.3. transfer of the amount of Virtual Items indicated by the Client to the third party also registered on the Website;

- 3.1.4. withdrawal of Virtual Items from the Wallet of the Client and crediting them to the Wallet of a third party registered on the Website upon the request of such third party registered on the Website and upon Client's confirmation of such withdrawal in execution of the Client's obligations to such third party;
 - 3.1.5. issuance of the Virtual Card upon the payment of the applicable Commission Fee and issuance of a security bond in the form of a pledge of Virtual Items in order to obtain a loan from the Company to be credited to the Virtual Card;
 - 3.1.6. withdrawal of the Virtual Items in the Bitcoins from the Wallet. The number of Bitcoins to be credited to the Client shall be calculated in the amount of the initial estimated value considering Bitcoin exchange rate placed on the Website.
- 3.2. The Parties agree and understand that the fact of denomination of Virtual Items into different currencies is made for determining the amount of Virtual Items to be deposited in the Wallet in the exchange of Bitcoins and the amount to be withdrawn and returned as Bitcoins, and does not in any case mean making with fiat money.
 - 3.3. Obligations of the Company hereunder shall be limited to rendering the Services related to execution of Client's Transfer Orders. The Company is not a party of any transaction concluded between the Client and third parties registered on the Website, and accordingly:
 - shall not regulate and supervise compliance of the transaction with the requirements of the law and of other legal acts;
 - shall not consider claims of the Client concerning non-fulfillment (undue fulfillment) of orders by recipients and their obligations under the transaction;
 - shall not bear any responsibility under any disputable issues arising between Clients.

4. LIMITS AND REFUSAL TO EXECUTE TRANSFER ORDERS

- 4.1. The Client having Unverified Account shall be entitled to make Transfer Orders having a virtual value denominated in the amount not exceeding 500 USD (Five Hundred US Dollars) in aggregate. If the total amount of Transfer Orders made by the Client exceeds a virtual value denominated in the amount of 500 USD (Five Hundred US Dollars), the Client shall pass Verification.
- 4.2. To execute the Transfer Orders made through the Virtual Card the Client shall comply with the requirements imposed on the Client by the third party which could be provided additionally by the Company and/or third party.

- 4.3. The Company shall be entitled to dismiss a Transfer Order in case the Client has not confirmed it by entering the confirmation code sent to the Client's email address or if the balance of the Wallet is not sufficient to execute the Transfer Order.
- 4.4. The Company is also entitled to refuse to execute the Transfer Order for any reason specified in 2.15 of these Terms.
- 4.5. If the Company refuses to execute the Transfer Order, the Company will do its best to indicate the reason and explain what needs to be done to correct the errors that prevented the Transfer Order from being executed, unless it would be impossible to do so or it would contradict legal requirements.

5. **COMMISSION FEE AND EXCHANGE RATES**

- 5.1. Transactions shall be subject to the Company's Commission Fee specified in the Commission List available on the Website. The Company has the right to unilaterally change (increase, decrease), set new or cancel the Commission Fees.
- 5.2. Commission for the Services shall be specified in USD (unless stated otherwise) without VAT (if applicable).
- 5.3. If VAT or any other fee is due, the Company will add it to the amount to be paid. If necessary, the Company will provide a detailed description of the net and gross amount and amount of the Commission Fee.
- 5.4. All Bitcoin and Virtual Items exchange rates can be found in the respective section of the Website and are subject to self-checking by the Client before executing the Transfer Order. All exchange rates are constantly updated.

6. **PERSONAL DATA**

The Company processes personal data provided by the Clients for the provision of Services, including IP addresses, parameters of the browser, and other data necessary for preventing unauthorized access to the account by third parties. All questions of data flow, processing, use and storage are reflected in the Privacy Policy which is available on the Website as a separate document: <https://epn.net/privacy.pdf>.

7. **LIABILITY**

- 7.1. In the event of failure to comply and/or improper fulfillment of the obligations under these Terms and Conditions, the Parties shall be responsible in accordance with the provisions of these Terms and Conditions and the applicable laws.
- 7.2. The Company shall not bear liability for the Services provided or information forwarded by third parties in the course of Wallet use, issuance of payment instruments (cards), Virtual Items conversion, execution of payment transactions and etc. Any such relationships are regulated by the applicable agreements between the Client and such third parties.
- 7.3. The Client shall be responsible for all transactions accounted for in the Wallet and any transactions with the use of issued Virtual Cards.
- 7.4. The Client shall take full responsibility to get acknowledged with the current legislation of the Client's residence, regulating the Account opening, Bitcoin and Virtual Items transactions, Virtual Card issuance and other Services provided herein. The Company shall not be liable for any breach of the national laws by the Client. The Client shall repay to the Company the damages incurred as a result of any damages charged from the Company due to the Client's violations of the applicable laws when using the Services.
- 7.5. The Client shall reimburse the Company's losses and pay compensations to the Company as well as indemnify the Company, his affiliates, cooperation partners and subcontractors against any claims or damages, costs or expenses (including expenses for legal support, penalties or forfeits) resulting from (a) violation by the Client of these Terms and Conditions; (b) violation of applicable laws and regulations.
- 7.6. The Services and any content related to them, as well as the Website are provided on the basis of "AS IS" or "AS AVAILABLE" principle without any directly or indirectly expressed guarantee. The Company disclaims all guarantees to the extent possible under applicable law. This means that the Company shall not bear liability for indirect damages caused to the Client (e.g. loss of profit), as well as for the damages caused by the change of currency or rates or other investment risks.
- 7.7. The Client shall be aware that the risk of loss in trading or holding of digital assets can be substantial. Their value can go up or down and there can be a substantial risk that the Client may lose money buying, selling, holding, or investing in digital assets. Services provided by the Company are not regulated by financial authorities or any other regulators. Most probably Services are not within scope of Client's jurisdiction and Client's digital assets are not subject to protection any governmental compensation scheme. Therefore, the Client shall carefully consider whether making transactions with or holding digital assets is suitable in the light of Client's financial condition.

- 7.8. The Company shall in no case be liable for any actions and omissions of third parties involved in the provision of Services, including Virtual Items exchange, Virtual Card issue and other Services.

8. CONFIDENTIALITY

- 8.1. Parties shall not disclose Confidential Information to any third party. The Company guarantees and ensures confidentiality of the information on the Client and operations executed by it. This information will be used only to the extent necessary to achieve the purposes of these Terms and Conditions.
- 8.2. If disclosure of Confidential Information is required according to the applicable law, such disclosure shall not be considered a violation of these Terms and Conditions.
- 8.3. The Parties may disclose Confidential Information to the natural or legal person solely as necessary and limited to the purpose of execution of these Terms and Conditions, provided that such natural or legal person shall abide the same confidentiality provisions.

9. COMMUNICATION BETWEEN THE PARTIES

- 9.1. At Registering or after the Client shall be obliged to provide the Company with trustworthy information for communication with the Client. The Client shall be responsible for keeping the specified data updated at all times. Upon submitting to the Company, the Client's contact information (email, additional email, telephone number and information about suitable messengers) the Client agrees to receive information via above-mentioned channels.
- 9.2. The Company may communicate with the Client via any means of communication provided, suitable messengers and Website's interface. Any information the Company sends to the Client through the above channels shall be considered valid and properly provided.
- 9.3. The Client may chat the Company via the interface of Website, send the email to the Company on the contact addresses provided on the Website or may send via messengers using the contact information also presented on the Website. Any answers send to the Client through the same channels as the Clients' question shall be considered valid and properly provided.
- 9.4. The answers are to be considered during the Company's business hours and answers shall be given within the reasonable time from the moment of message/email receipt, provided that such message/email was sent from the Account/email/telephone number registered on the Website.

- 9.5. Any communication between the Client and the Company and answers given/information sent to the Client shall not constitute investment consultations, or advice, an offer or recommendation to conduct a transaction.

10. TERM AND TERMINATION

- 10.1. These Terms and Conditions shall be in effect for an indefinite period of time until terminated in accordance with the provisions stated below.
- 10.2. The Client may delete the Account at his discretion at any time if the Client does not have any unfulfilled obligations to the Company. Any obligations of the Parties created prior to the date of deletion of the Account shall retain until they are fully executed.
- 10.3. Before the deletion of the Account, the Client shall withdraw or transfer all Virtual Items from the Account, Wallet and Virtual Card (if any).
- 10.4. The Company shall have the right to limit or cancel the Client's right to use the Services and close the Account, as well as to terminate these Terms and Conditions at any time without advance notice if it appears that:
- 10.4.1. the Client violates or has violated these Term and Conditions or any other Client's obligations;
 - 10.4.2. the Client has submitted to the Company data and/or information that is incorrect, misleading and/or inaccurate;
 - 10.4.3. the Client behaves upon using the Services in bad faith, without dignity, illegally or in contradiction with the moral standards recognized in the society;
 - 10.4.4. the Company has discovered a circumstance based on which there may be a suspicion that third parties have gained possession of the data and devices allowing logging into the Account and the Account could be used by an unauthorized person;
 - 10.4.5. the Client does not accept new version of Terms and Conditions upon first logging into the Service after the new version of Terms and Conditions has been made available on the Website;
 - 10.4.6. the Client, despite receiving the relevant request of the Company, does not submit documents or information that are necessary to perform the Company's due diligence obligations in accordance with the applicable law/requirements of third parties or submitted documents or information do not remove the Company's suspicion that the

purpose of the business relationship or transaction may be money laundering, terrorism financing or other crime.

10.5. In case any Virtual Items remain on the Account of the Client with whom the Agreement is terminated, the Company shall transfer the remaining Virtual Items exchanged to Bitcoins in accordance with the payment details indicated by the Client, deducting the applicable Commission Fees and other penalties, losses/expenses incurred by the Company.

11. DISPUTES RESOLUTION

11.1. Any disputes between the Company and the Client shall be subject to resolution by way of negotiations.

11.2. Any complaints shall be reviewed and answered by the Company within 15 (fifteen) working days. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the Client who filed the complaint will be notified of it as well as of the term during which the complaint will be replied to.

11.3. If the Parties fail to reach an agreement, any court action between the Parties shall be resolved in the courts at the place of registration of the Company which has exclusive jurisdiction for resolving disputes arising under the Agreement.

12. AMENDMENT OF TERMS AND CONDITIONS

12.1. The Company has a right to unilaterally amend these Terms and Conditions by publishing the updated text on the Website. The Company may notify the Client of these Terms and Conditions' changes through posting an informational message on the Website.

12.2. The Client agrees to the changed Terms and Conditions by continuing to use the Services. If the Client does not agree with updated Terms and Conditions, the Agreement shall be terminated on the date the amendments enter into force.

12.3. The changes stated in clause 12.1 of the Terms and Conditions shall become valid as of publication on the Website.

13. FINAL PROVISIONS

13.1. Any and all intellectual property rights to the Services, including the structure, web design elements, texts and other components of the Services, and the intellectual property rights related to them (including the intellectual property rights to trademarks, logos, brands, software,

databases, news, messages, texts, graphic, musical and other design) belong to the Company. The Client shall not be allowed to change, reproduce, disseminate, process, translate, make extracts from, forward, include in other databases or make public the Services or any of its contents or components or use it in any other manner that is beyond the intended purposes of the Services without the prior written consent of the Company. Furthermore, the User shall not be allowed to grant sub-licenses for using the Services or any of its contents or components or create new objects of intellectual property based on them.

- 13.2. The relations between the Company and the Client shall be governed by the laws of England and Wales.
- 13.3. A Client shall not transfer any rights or obligations under these Terms and Conditions to any third party.
- 13.4. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- 13.5. These Terms and Conditions has been drafted in the English language and may be translated in other languages. Nonetheless, the English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.

EPAYNETWORK LTD.
KNOW YOUR CLIENT POLICY
Last Updated: 24.04.2022

This Know Your Client Policy (KYC Policy) is aimed at the implementation of due diligence by the Company and any of its partners when selecting and verifying Clients in order to comply with legal requirements and ensure the financial security of the Company.

1. GENERAL PROVISIONS

The Company conducts the Verification to avoid the risk of being held liable and to protect itself from the Client's attempting to use the Company for carrying out illegal activities. Verification allows the Company to identify every Client that the Company deals with, to understand the legitimacy of the Client's activity and to identify and react to unusual or suspicious activity.

As part of the Verification, the Company evaluates Client's Transfer Order and/or other operations, as well as collects and stores information on the essential facts pertaining to Clients, potential Clients, and their activity.

The Company is committed to protecting Client's privacy rights and the confidentiality of their Personal Data so please also see Privacy Policy, the current version of which is available at: <https://epn.net/privacy.pdf> - for better understanding of how the Company processes Client's Personal Data and secure Client's privacy.

2. CLIENTS VERIFICATION PROCEDURE

The Client may use an Unverified Account with the limitations specified in the Terms and Conditions or upgrade to the Verified Account by the means of Verification by providing necessary additional information and documents as specified herein.

If documents are in a foreign language, the Company may require that the documents be translated into the language understandable for the Company. The Company may require that the translation must be notarized or certified by a sworn translator. The Client shall bear the costs concerning the formalization, translation, certification of the documents and other related costs and they don't subject to reimbursement by the Company.

For the purposes of Client's Verification, the Company requests the following documents/information:

- proof of identity (passport, driver's license, national identity card);
- proof of address (tenancy agreement, utility bills, telephone bills, bank statements, etc.);

- phone number verification by receiving a code via SMS.
- other documents/information at the Company's own discretion depending on the nature of Transfer Order and/or other operations/activity.

The Company reserves the right to request to have a call with a video to make sure that the documents are provided by the passport holder or to have additional photo/video verification.

Based on the risk, and to the extent reasonable and practicable, the Company will ensure that the Company has a reasonable belief that the Company knows the true identity of Client by using Verification and documents provided by the Client. The Company will analyze the information the Company obtains to determine whether the information is sufficient to form a reasonable belief that the Company knows the true identity of the Client (e.g., whether the information is logical or contains inconsistencies). Despite any provisions, the Client confirms that he is solely responsible for the accuracy of any information provided.