

KYC Policies

1. 1. KYC POLICIES

- 1. Company will implement a FULL 'Know Your Customer' policy. This will assist in tackling not just Money Laundering threats but other fraud threats generally. Customers will be advised at registration and generally on the supporting non-transactional website that Company will utilize online verification tools and that in instances where we are not able to satisfy criteria, ID and address verification documents will be requested.**
- 2. The Company has a list of documents which must be provided by the Customer for the purpose of identity verification, namely: using a valid official identification document which includes a photograph of the holder: driving license; identity card; travel-document or passport; any other document designated by the Ministry of Finance of Curacao. Upon the request of the Company the verification of the residential address may be carried out based on the following documents: valid official identity document; recent utility bill; recent account statement or reference letter issued by a credit institution/financial institution; correspondence from a central or local government authority, department or agency; any other documents issued by independent agency. The verification process also involves mandatory confirmation of the Customer's phone number. The Company reserves the right to request additional documentation if it deems necessary upon times in order to complete their AML checks and compliance standards**
- 3. In some cases we require additional proof - proof of funds (to make sure player uses his/her own money when gamble at our site).**
- 4. The documents quoted hereinabove can be requested when player reaches certain sum of deposit/withdrawal and when we suspect player in fraudulent activity.**
- 5. We also check player bets for to check on possible violations. In case we are not sure about the legality of the winning credited we contact provider and check those bets with them.**
- 6. Verification criteria for identity document: information that should be indicated on ID: name, photograph, date of birth, citizenship. These data completely coincide with the data in player's profile; the document is valid.**
- 7. We check documents for any signs of editing, if necessary request selfie with ID to make sure the document belongs to the exact person who registered on the website.**

- 8. In case we have strong suspicions and unsure whether the document is valid or not we contact anti-fraud department via email.**
- 9. If evidence of suspicious transactions is discovered on the Customer's account, cash deposits from questionable sources (for example, when details of the sender and the account holder do not match) and/or any actions with signs of fraud (including any refunds or cancellation of payments), the Company reserves the right to conduct an internal investigation, block or close the Customer's account, cancel any payments and suspend operations on the account until the end of the official investigation. When making a decision the Company is guided by the provisions of the applicable law.**
- 10. The Company has the right to request additional information about the Customer if the withdrawal method is different from the deposit method. The Company also reserves the right to block the Customer's account during the investigation if the Customer refuses to provide additional information as requested by the Company.**
- 11. In the course of investigation, the Company has the right to request additional copies of the Customer's identity confirmation documents and copies of bank cards used to top up the account, copies of payment documents and other documents confirming the lawful possession and legal origin of the funds. The Company also has the right to request the original documents.**
- 12. The Company is obliged to exercise extensive scrutiny to Customers classified as a high-risk jurisdiction.**
- 13. The Company's refusal or withholding to perform transactions which are considered by the Company as suspicious (including the blocking or closing of the Customer's account) does not constitute to be a ground for civil liability of the Company for failure to fulfil obligations to the Customer.**