

# Neroblanko Tech B.V.

## KYC POLICY

Neroblanko Tech B.V. (Curaçao) (the '**Company**', '**We**') is a company registered and incorporated in Curacao with Company registration: 164789.

The Company is licensed by the Curaçao Gaming Authority to offer games of chance under license number OGL/2024/790/0272 in accordance with the National Ordinance on Games of Chance (Landsverordening op de kansspelen, P.B. 2024, no. 157).

We are committed to complying with the "Know your customer" principles to prevent financial crime and money laundering. To verify the identity and location of a user, we may request any KYC documentation we deem necessary at any time.

Until the identity is sufficiently determined or for any other reason based on the legal framework, we reserve the right to restrict the service, payment, or withdrawal.

We perform strict due diligence checks and ongoing monitoring of all clients, customers, and transactions based on a risk-based approach. We utilize three stages of due diligence checks, depending on the risk, transaction, and customer type:

**SDD** — simplified due diligence is used in instances of extremely low-risk transactions that do not meet the required thresholds

**CDD** — Customer Due Diligence is the standard for due diligence checks, used in most cases for verification and identification

**EDD** — Enhanced Due Diligence is used for high-risk customers, large transactions, or special cases.

You may be required to provide different types of documents and information, depending on the screening type.

### 1. Documents

Below you can find different types of documents and information that can be requested from you (**Documents**), depending on the screening type indicated above:

- 1.1. The minimum identification data set includes:
  - a. full name;
  - b. date of birth;
  - c. permanent residence address;
  - d. identification number;
- 1.2. The actual identification documents are:
  - a. actual passport/ID card;
  - b. A document confirming the client's permanent residence address at the given time (utility bill, bank account statement, etc.), not older than 6 months.
- 1.3. Additional identification documents are:
  - a. additional national identity card (driver's license, military ID, etc.);
  - b. photos of a user with an open passport against the background of his face (readable);
  - c. bank card front photo (5 first and 4 last digits, owner's name, and expiry date, readable).
- 1.4. The documents provided might not be approved for the following reasons:
  - a. The address/name on documents do not match with account name/address;
  - b. illegible documents or copies;
  - c. damaged documents;
  - d. documents not confirming the user's age, name, or other required information;
  - e. unreadable documents;
  - f. not acceptable documents (for example, a user sends a copy of a document that is not on the accepted documents for ID verification, or a copy of a mail envelope instead of an actual utility bill);
  - g. any other reasons employees or contractors of the Company shall deem appropriate.
- 1.5. Once Documents are uploaded, the user will get a "Temporarily Approved" Status, and the documents will now be on our side. The "KYC Team" will

have 24 hours to go over them and email the user about the outcome: (1) Approved; (2) Rejected; (3) More information needed (with no further change in Status);

- 1.6. Users with “Temporarily Approved” Status can normally use the platform, but their right to complete any withdrawals is limited.
- 1.7. Upon the results of the Documents analysis, the Company makes a final decision. When the KYC process is unsuccessful, the reason is documented, and a support ticket is created in the system. The ticket number, along with an explanation, is communicated back to the user.
- 1.8. In the event, the user fails to pass a KYC check successfully, then the user cannot make additional deposits or withdrawals of any amount.
- 1.9. If a user has passed the KYC process successfully, then prior to any withdrawal, there is a detailed algorithmic and manual check on the activity and balance of the user to see if the amount withdrawn is a result of proper activity in the platform.
- 1.10. Under no circumstances may a user transfer funds directly to another user.