

KYC AND AML POLICY

Last update January 17, 2023

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

1. Your full name;
2. Date of birth;
3. Place of birth;
4. Country of your main residence;
5. Your citizenship(s);
6. Mobile tel. number;
7. E-mail address;
8. Password; and
9. Your unconditional consent to be bound by our Terms and Conditions <https://fintap.app/docs/tc.pdf>, Privacy Policy <https://fintap.app/docs/pp.pdf>, and this KYC and AML Policy <https://fintap.app/docs/KYC.pdf>, as amended from time to time.

Please note, that NIMERA LTD. reserves the right at its own but reasonable discretion to refuse opening the Account/FinTap Account.

Risk Based Approach and Limitations. NIMERA LTD. employs a risk-based approach when establishing of and assessing the Users' profiles and the scope of Services and transaction limits available to the relevant User. Depending on the Users' risk profiles, the Users' limits may vary.

Please note that we reserve the right to request any additional information and supporting documents and/or request the video interview with a compliance officer at a sole discretion of NIMERA LTD.

We reserve the right to change applicable limits as we reasonably consider necessary on a case-by-case basis or if prescribed by Applicable Laws.

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

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

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 If at any time we may suspect that your information is outdated or inaccurate, we may contact you and request further information or request you to pass through the Identity Verification process again.

You shall authorize us to conduct the inquiries, whether directly or via third-party service providers, that NIMERA LTD. considers necessary to verify your identity, other personal data and to take action NIMERA LTD. reasonably considers appropriate depending on the results of such inquiries.

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

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