



# **EMJAC.IO AML/KYC POLICY**

## **GENERAL TERMS OF EMJAC.IO AML/KYC POLICY**

1. This Anti-Money Laundering and Know Your Customer Policy (hereinafter - the "AML/KYC Policy") of EMJAC (hereinafter "EMJAC"), is designated to prevent and mitigate possible risks of EMJAC being involved in any kind of illegal activity.
2. Both international and local regulations require EMJAC to implement effective internal procedures and mechanisms to prevent money laundering, terrorist financing, drug and human trafficking, proliferation of weapons of mass destruction, corruption and bribery and to take action in case of any form of suspicious activity from its Users.

## **VERIFICATION PROCEDURES**

3. One of the international standards for preventing illegal activity is customer due diligence ("CDD"). According to CDD, EMJAC establishes its own verification procedures within the standards of anti-money laundering and "Know Your Customer" frameworks.
4. EMJAC identity verification procedure requires the User to provide EMJAC with reliable, independent source documents, data or information (e.g., national ID, international passport, bank statement, utility bill). For such purposes EMJAC reserves the right to collect User's identification information for the AML/KYC Policy purposes.
5. EMJAC will take steps to confirm the authenticity of documents and information provided by the Users. All legal methods for double-checking identification information will be used and EMJAC reserves the right to investigate certain Users who have been determined to be risky or suspicious.
6. EMJAC reserves the right to verify User's identity in an on-going basis, especially when their activity seemed to be suspicious (unusual for the particular User). In addition, EMJAC reserves the right to request up-to-date documents from the Users, even though they have passed identity verification in the past.
7. User's identification information will be collected, stored, shared and protected strictly in accordance with the Privacy Policy and related regulations.
8. Once the User's identity has been verified, EMJAC is able to remove itself from potential legal liability in a situation where its Services are used to conduct illegal activity.

## **ANTI-MONEY LAUNDERING POLICY**

11. EMJAC enforces a strict anti-money laundering policy with zero tolerance for money laundering activities. We define money laundering as any activity that is carried out in an attempt to misrepresent the source of funds actually acquired through illegal processes as funds that were acquired through lawful sources/activities.

12. All EMJAC affiliates are obligated to comply with this anti-money laundering policy and internal AML Manuals and with all applicable anti-money laundering laws. Failure to comply can result in severe consequences such as criminal penalties and heavy fines.

13. EMJAC ensures complete compliance with laws pertaining to anti money laundering through its related policy.

14. EMJAC implements a range of filtration operations for swift and accurate identification of any financial activities that may constitute or are related to money laundering. This helps ensure a money laundering-free financial operations throughout the EMJAC Platform.

15. All Users acknowledge, undertake and agree to the following terms regarding their use of website, opening and maintenance of accounts at emjac.io and for all financial transactions as a EMJAC client:

1) The User will comply (throughout the time as an EMJAC client) with all relevant statutes pertaining to money laundering and proceeds from criminal activities.

2) EMJAC operates under certain obligations known as “know-your-customer” obligations which grant EMJAC the right to implement anti-money laundering procedures to help detect and prevent money laundering activities where money laundering may mean to handle any funds associated with any illegal activity regardless of the location of such activity.

3) The User agrees to lend full cooperation to EMJAC with respect to anti-money laundering efforts. This involves providing information that EMJAC requests regarding the client’s business details, account usage, financial transactions etc. to help EMJAC perform its duties as dictated by Applicable laws regardless of jurisdiction.

4) EMJAC reserves the right to delay or stop any funds transfer if there is reason to believe that completing such a transaction may result in the violation

of any applicable law or is contrary to acceptable practices.

5) EMJAC reserves the right to suspend or terminate any account or freeze the funds in an account if there is reason to believe that the account is being used for activities that are deemed unlawful or fraudulent.

6) EMJAC has the right to use client information for the investigation and/or prevention of fraudulent or otherwise illegal activities.

7) EMJAC has the right to share client information with:

a) Investigative agencies or any authorized officers who are helping EMJAC comply with applicable law, including anti-money laundering laws and know-your-client obligations;

b) Organizations that help EMJAC provide the services it offer its clients;

c) Government, law enforcement agencies and courts;

d) Regulatory bodies and financial institutions.

16. Activities that EMJAC considers possible indications of money laundering include:

1) The client showing unusual apprehension or reservations about EMJAC's anti-money laundering policies.

2) The client's interest in conducting financial transactions which are contrary to good business sense or are inconsistent with the client's business policy.

3) The client failing to provide legitimate sources for their funds.

4) The client providing false information regarding the source of their funds.

5) The client having a history of being the subject of news that is indicative of civil or criminal violations.

6) The client seems to be acting as a 'front man' for an unrevealed personality or business, and does not satisfactorily respond to requests for identifying this personality or business.

7) The client not being able to easily describe the nature of his/her industry.

8) The client frequently makes large deposits and demands dealing in cash only.

9) The client maintains multiple accounts and conducts an unusually high number of inter-account or 3rd party transactions.

10) The client's previously usually inactive account starts receiving a

surge of wire activity.

The above list is by no means an exhaustive list. EMJAC monitors its client and account activity in light of several other red flags and takes appropriate measures to prevent money laundering.

## **KNOW YOUR CUSTOMER (KYC)**

17. The User acknowledges that he/she/it has to complete a KYC check for the use of the Website, which must be in form and substance satisfactory to the EMJAC. KYC check is carried out after the creation of account at emjac.io by providing necessary information with regard to identification of the User, beneficial owner and origin of the funds, the scope and type of information depending on the type of User.

18. During the User's account registration process an individual user provide the following identification information to the Company:

- 1) User's full name;
- 2) User's date and place of birth and the place of residence or seat;
- 3) Country of residence/location of customer;
- 4) Mobile telephone number and e-mail.

19. After receiving the identification information the Company's staff should verify this information requesting the appropriate documents. Appropriate documents for verifying the identity of User include, but are not limited to, the following: a high resolution scanned copy or photo of pages of a passport or any other national ID, indicating family name and name(s), date and place of birth, passport number, issue and expiry dates, country of issue and User's signature, selfie with passport.

20. To verify proof of address of the User the Company requires one of the following to be provided, in the same correct name of the client: a high-resolution copy of pages of passport, indicating residence; a utility bill (fixed-line phone, water, electricity) issued within the last 3 months; A copy of a tax or rates bill from a local authority; A copy of a bank statement (for a current account, deposit account or credit card account); A copy of a bank reference letter.

21. The User is obliged to collaborate with regard to the AML/ KYC check and to provide any information and document deemed necessary by the Company.

22. The Company may reject any User in its sole discretion after the without being obliged to disclose any reason for the rejection.

23. In case the automatic procedures fail, the Company shall contact the User by email or other means to obtain the information and documents needed. In case the User does not provide the documents in the requested form and any other information requested to satisfy the AML/KYC check within 10 (ten) days which are not public holidays in Singapore of the Company's request, EMJAC may reject the User and the costs for the AML/KYC check will be at the cost of the User. Additionally, the Company has the right to partially or fully withhold the received amounts for any costs or damages incurred by the Company. All kind of remittance fees either for fiat currency or for cryptocurrencies shall be borne by the User.