

KNOW YOUR CUSTOMER POLICY & PROCEDURES

PW HOLDINGS CORP.

PW Holdings Corp. hereinafter referred to as the “Company,” which term shall refer to and include its owners, its subsidiaries and affiliated companies, directors, investors, employees, officers, representatives, affiliates, or other related parties.

In order to prevent misuse of the Company’s Platform, Users are required to strictly comply with the terms contained herein, which forms part and parcel of the User Terms of Service. Terms not defined herein shall carry the same interpretation, as in the User Agreement and in the absence thereof to general usage and parlance.

“User” or “Client” Persons availing of the Company Services (as defined below), directly or indirectly, are referred to herein, as “Users”.

A. An opening of User Account

1. A user may create a User Account by first downloading and installing the Company’s App on their Android or iPhone smartphone by using the Google Play Store or iOS App Store, as applicable, subject to the terms contained herein.
2. User shall comply with the procedures prescribed for opening the User Account, including providing a valid and existing email address and mobile number for completing the registration process and shall provide requisite know your customer (KYC) details and documents.
3. The Company reserve the right to reject registration or validation of a User Account on any grounds as it deems suitable, at its sole discretion, with due regard to legal and regulatory framework concerning cryptocurrencies.

B. Know Your Customer (KYC) Compliance

In addition to the terms contained herein, Users shall be bound by the terms of the Company’s Anti-Money Laundering Policy (“AML Policy”), which is available here. By virtue of using any part of the Company Services, and/or by virtue of accepting and entering into this Agreement, Users are deemed to have accepted and to have agreed to comply at all times with, the terms of the AML Policy. Only Users complying with the following Know Your Customers (“KYC”) procedures, as well as all terms and procedures contained in the AML Policy, would be allowed to avail of the Company Services:

1. Users shall provide the details, along with digitized copies of supporting documents for such details, simultaneously with the application for a User Account on the Company’s Platform, failing which the User Account shall not be activated.

2. User hereby consents to retention of the above details and documents by the Company for its own use, for as long as the Company is required by law. The Company shall be entitled to retain user details and documents even for of those Users whose registration has been rejected by the Company.
3. The Company shall take reasonable care and caution in the collection and retention of all information, data and documents provided by users. The Company shall comply with the terms of the Privacy Policy for collection and retention of User data, including personal data and information. The Privacy Policy may be periodically reviewed and revised, modified or updated.
4. Acceptance of the terms herein shall be tantamount to acceptance of the Privacy Policy and the AML Policy, and the terms contained therein. Users are required to read, understand and affirm the AML Policy and the Privacy Policy before clicking the “accept and continue” button in the Company’s platform.
5. The Company may call upon User to furnish additional details and/or documents, either pursuant to governmental or regulatory requirements, or due to modifications in any of the terms of this Agreement, the Privacy Policy or the AML Policy. User hereby agrees and undertakes to comply with the same within the timelines prescribed.

C. Verification Process

1. The Company shall, at its sole discretion activate the User Account upon verification of the details provided through the KYC process included in this Agreement and in the AML Policy. In the event of any factual inaccuracies or other problems with the details or documentation provided by a prospective User during this process, the Company shall be entitled to forthwith terminate the User Account without notice to the concerned User, and such User shall not be permitted to use the User Account or the Company Services thereafter. The Company is entitled to terminate existing User Accounts for non-compliance with such requests for further details or information after due notice.
2. The Company may, at its sole discretion, send to the User intimation of reasons for non-activation of a User Account. The Company is not under any obligation, however, to provide such notice.
3. Only natural or legal persons may apply for a User Account and avail of any part of the Company Services. Natural persons must possess a valid passport as an proof of identity and a national ID or driving license as proof of address. Legal persons must have valid formation and other documents as the Company may decide from time to time. Upon verification, any of the documents, information, or representations are found to be falsified, invalid or otherwise inaccurate, the Company shall forthwith terminate the relevant User Account without notice to the concerned User. Such termination might occur at the time of User Account opening or at a later point.

4. Existing Users may be called upon to comply with the KYC and verification process contained in this Agreement and in the AML Policy. In the event of termination or deactivation of an existing User Account, Users shall be duly intimated by the Company, along with reasons for such deactivation and the procedures for redress (if any). Delay in termination of such User Accounts shall not amount to a waiver of the mandatory information and documentary requirements contained in this Agreement and in the AML Policy.
5. In case of corporate, the antecedents of the company (name and registered office in particular) and of all promoters and directors will be traced. An assessment shall be made of the financial worthiness of the user by obtaining appropriate declarations as and when required.
6. No users shall be accepted where it is not possible to ascertain the identity of the client, or the information provided is suspected to be non-genuine, or if there is perceived non-cooperation of the user in providing full and complete information. The Company shall not continue to do business with such a person and file a suspicious activity report. The Company shall consult the relevant authorities in determining what action it shall take when it suspects suspicious transactions being carried out.
7. No transaction or account-based relationship is to be undertaken without following the user KYC and Due Diligence Process.

D. Know Your Customer Standards

The objective of the KYC guidelines is to prevent Company's Platform from being used, intentionally or unintentionally, by criminal elements for money laundering activities. KYC procedures enable the Company to know/ understand their customers and their financial dealings better which in turn help them manage their risks prudently. The KYC policy of the Company incorporates the following elements:

1. Customer Acceptance Policy (CAP) - The following Customer Acceptance Policy indicates the criteria for acceptance of customers
 - o No account shall be opened in the anonymous or fictitious name(s)
 - o No person can be a user below 18 years
 - o All required KYC documents are mandatory
 - o Account to be opened through the Company's Platform only
 - o A user can register/ open only one account with the same documents
 - o Additional documents may be sought by the Company based on information security, etc.
2. Customer Identification Procedures (CIP) - Customer identification means identifying the person and verifying his/ her identity by using reliable, independent source of documents, data, information or by using third-party services. The Company needs to obtain sufficient information necessary to establish, to its satisfaction, the identity of each user.

Subject to the Company's risk analysis, the nature of information/ documents required would also depend on the type of customer.

E. List of KYC documents

Types of Entity	Documents required
Individual/Proprietor	<ol style="list-style-type: none">1. Valid Passport copy2. National Id Card or Driving License
Corporate	<ol style="list-style-type: none">1. Certificate of incorporation and Memorandum & Articles of Association, or any other relevant founding documents.2. Resolution of Board of Directors to open an account with the Company, and identification of those who have authority to operate the account3. Copy of a company telephone landline bill or a recent company bank account statement addressed to your company name and office address.4. A photo ID of all Board directors5. Id & Address proof of an Authorised person

Note: Apart from these above documents the Company reserves the right to call for additional documents for further verification based on Users volume and monitoring pattern.

F. Modifications

1. These terms may be periodically reviewed and revised. The revised terms will be uploaded on the Company's Platform and will reflect the modified date of the terms. The User is required to periodically visit the Company's website and review terms and any changes thereto.
2. Continued use of the Company Services constitutes the agreement of User to the terms contained herein and any amendments thereto.
3. This agreement or the responsibilities or benefits arising therefrom cannot be assigned by User save and except with the prior written consent of the Company.

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