

# Online Identity Verification System (eKYC) Usage Policy

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# Agreement of usage 'Online Identity Verification System'

FXON Ltd (herein after "FXON", "the Company", "us", "our" or "we") is committed to complying with applicable laws wherever we do business. This is not only vital to our continued success in an increasingly regulated global marketplace, but also reflects our commitment to conduct business in accordance with the highest legal and ethical standards.

The Company is registered in the republic of Seychelles under the applicable regime, with registration number 8428188-1, and authorised by the Financial Services Authority of Seychelles with Securities Dealer's License Number SD091. Its registered office is at F2-2A, Second Floor, Oceanic House, Providence Estate, Mahe, Seychelles.

This "**Online Identity Verification System (eKYC) Usage Policy**" (hereinafter called the "eKYC Policy") provides outlines on a fair and non-misleading basis the general nature of the verification system via Online called eKYC system and usage set forth as terms and conditions.

Based on our <u>AML and CFT Policy</u>, The Company ensures that all the operations are consistent with the international standards to combat money laundering and all the documents provided by the Clients are up-to-date and comply with relevant legal requirements.

With this "Online Identity Verification System (eKYC)" (hereinafter called the "eKYC System"), The Clients can verify identity only by sending and submitting an image from smartphone. This "eKYC System" shall be carried out on a screen provided by P2Tech PTE LTD (herein after "P2Tech"), which is FXON's external out-sourced company.

Please be informed that while accessing this "eKYC System", The clients would provide personal information to FXON and P2Tech simultaneously. In addition, FXON may provide "personal information" collected from the Clients to P2Tech as well.

In order to use this "eKYC System", The clients must agree to this "eKYC Policy" and follow the procedure required. Please read this "eKYC Policy" carefully and click "Agree" button which will appear after scrolling down this "eKYC Policy" for your consents. Once you agreed this "eKYC Policy", The clients can start online identity verification process.



# A. Provision of Personal information disclosure to Third-Party

## 1. Acknowledgement and Agreement

#### I hereby declare and agree:

By usage of this eKYC system, The Client acknowledges and agree that FXON shall provide personal information (Listed Below $\underline{*1}$ ) to P2Tech for the purposes (listed below $\underline{*2}$ ).

## 2. Third Party Recipients Information

Name of company: P2 TECH PTE LTD Website: https://p2t.sg/en/

#### 3. Purpose of Use

Personal Information shall be provided to Recipients (P2 Tech) the purposes listed:

- a) For P2 Tech to provide the FCRM eKYC System/Service ("the Service").
- b) For identity verification and authentication related to the provision of the Service.
- c) For P2 Tech's technology development (including machine learning for face recognition engines, random action automated judgments, detection of forged documents or impersonations, and fraud detection).
- d) For after-sales service, inquiries, and handling complaints related to items a) or b) above.

#### 4. Provided Information

Below listed Personal information shall be provided:

- a) Name
- b) Date of Birth
- c) Address
- d) Image or Video of below listed documents
  - ✓ ID documents (Front and Back side) \*Includes but not limited to, Driver's License, Driving Record Certificate, Residential card, My Number Card, Passport etc.
  - ✓ Proof of Address/Residence Documents
  - ✓ Person's face



# **B.** Terms and Conditions

# 1. Definition

The definitions of terms used in this 'eKYC Policy" are as follows:

- a) This "Online Identity Verification System (eKYC)" refers to the "FCRM eKYC System" provided by P2Tech PTE LTD (herein after "P2 Tech").
- b) "Service Implementer" refers to the business operator (FXON Ltd.) that has introduced "Online Identity Verification System (eKYC)".
- c) "User" or "Clients" refers to any person who has been approved by P2 Tech or the Service Implementer to use this eKYC system, as well as anyone who applies to use.

# 2. Registration for this "Online Identity Verification System"

Registration for this Online Identity Verification System (eKYC) is complete when the individual agrees to this eKYC Policy, submits their application using the specified method, and the Company approves it.

Approval is confirmed through the display of the registration completion screen.

# 3. Contents and Features of the "Online Identity Verification System"

- 1. This Online Identity Verification System includes the following features:
  - a) The P2 Tech will conduct verification procedures for users when accepting online applications for account openings or other services specified by the identity verification service implementer (FXON).
  - b) This service also covers other offerings related to the above.
- 2. By notifying or announcing to users through a method designated by the P2 Tech, The P2 Tech may freely add, modify, or discontinue any part of this "Online Identity Verification System" contents.

#### 4. How to USE

1. This Online Identity Verification System (eKYC) User must follow the instructions provided on the Service Implementer's website or any linked site, input the required details, and complete the specified steps to use eKYC System.





2. This Online Identity Verification System (eKYC) User agrees in advance that the P2 Tech will notify the Service Implementer (FXON) of the authentication results, as confirmed through the method specified by the P2 Tech.

# 5. Handling for the Online Identity Verification System

- 1. All personal information used in this Online Identity Verification System (eKYC) shall be handled in accordance with the P2 Tech's Privacy Policy (<u>https://p2t.sg/en/security/?lang=1</u>).
- 2. This Online Identity Verification System (eKYC) User agrees that the P2 Tech may, after taking necessary protective measures, process personal information and related usage data into statistical materials or similar formats.

## 6. Prohibited Acts

This Online Identity Verification System (eKYC) User must not assign or allow third parties to exercise any rights or complete this registration they hold as a user.

#### 7. Intellectual Property Rights and Miscellaneous

All copyrights, trademarks, and other intellectual property rights in this Online Identity Verification System (eKYC) and its content belong to either P2 Tech or the respective rights holders.

The Online Identity Verification System (eKYC) User must not engage in any act that infringes or may infringe on these rights.

#### 8. Disclaimer

- The Company makes no warranties regarding the completeness, accuracy, or usefulness of any content or information provided in connection with this Online Identity Verification Service (eKYC). The encryption technology adopted by the Company is considered appropriate by the Company, but no guarantee is made regarding its completeness or safety.
- 2. The Company bears no liability for any damages incurred by this Online Identity Verification Service (eKYC) User arising from use of the Service excluding the cases of wilful or negligent wrongdoing by The company.
- 3. The Company accepts no liability for loss and/or damage suffered by the Clients or User as a result of accessing the website and/or its services which contains any virus, or which has been maliciously corrupted.
- 4. The quality of products purchased, or services received through use of this Online Identity Verification



System (eKYC), and any disputes arising under normal commercial transactions, shall be resolved between Users and the Service Implementer.

## 9. Temporary Suspension and Discontinuation

- 1. The Company or P2 Tech may temporarily suspend or discontinue the Identity Verification Service without prior notice or consent to the Identity Verification Service User if any of the following conditions apply:
  - a) System maintenance or other operational needs.
  - b) Natural disasters, power outages, or other events that make it difficult to continue operating the Service.
  - c) Circumstances caused by FXON that necessitate temporary suspension or discontinuation, or other reasons deemed necessary by P2 Tech.
  - d) If The Company or P2 Tech judges a suspension or discontinuation is needed for fraud detection or other reasons.
- 2. The Company and P2 Tech shall bear no liability for any damages arising from such temporary suspension or discontinuation.

#### **10.** Revisions

The Company may, by notifying this Online Identity Verification System (eKYC) User in a manner prescribed by the Company, revise these Terms at any time.

In cases where notices, documents, or other materials from the Company do not arrive or are delayed for reasons not attributable to the Company, they shall be deemed to have arrived at the normal expected time.

Upon receiving the notice mentioned in the preceding paragraph, if this Online Identity Verification System (eKYC) User continues to use the Service, they are deemed to have agreed to the revised Terms.

## 11. Governing Law and Jurisdiction

The laws of the Republic of Seychelles will govern this 'eKYC policy', without giving effect to any principles of conflicts of laws.

You agree that any action arising out of this 'eKYC policy', or your use of our products and/or services shall be brought in a court in the Republic of Seychelles and you consent to the jurisdiction of such courts.

#### 12. Language



The Company may provide this Agreement or any other documents in language other than English. Translation or information provided in language other than English is for informational purpose only and does not bind the Company or have any legal effect whatsoever, the Company has no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.



# C. Supplementary Provision and Risk Warning

If you wish to contact us with any queries, concerns or complaints, you can email us at <a href="mailto:support@fxon.com">support@fxon.com</a> or write to: FXON Ltd, F2-2A, Second Floor, Oceanic House, Providence Estate, Mahe, Seychelles.

#### **Risk Warning**

FX trading (Foreign Exchange Margin Trading / Contracts for Difference) involves a very high risk of incurring not only large marginal losses, and a loss of the principal amount invested, but also losses in excess of the principal amount invested, due to sudden price fluctuations of the target currency or stock.

This investment risk is caused by the high leverage and the ability to trade many times the amount of funds deposited, and we cannot guarantee that these financial instruments are suitable for all customers. Please make sure you have a thorough understanding of the investment risks involved and carefully consider your own experience before trading.