

# FREELBEE AML/KYC POLICY

*Version of December 02, 2023*

## 1. GENERAL TERMS AND CONDITIONS

This AML/KYC policy is conducted by FREEL PRIME PORTAL L.L.C., a company incorporated under law of United Arab Emirates, Register No. 2064919, License No. 1228768, having its registered office at Office No. 1101-225 King of Tides Ships Limited - Jebel Ali Al Wali, Dubai, UAE, represented by it's Manager, Mr. Denis Sevciuc (hereafter referred to as the "**Company**").

Both international and local regulations require Company to implement effective risk control measures to prevent fraud, 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.

## 2. TERMS AND DEFINITIONS

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|------------|--|
| <b>KYC</b> | Know Your Customer procedure, meaning the procedure of identifying the Users of the Services provided by the Terms and the User Agreements.  |
| <b>CDD</b> | Customer Due Diligence procedure, meaning the process of collecting User's credentials to evaluate the risk profile of the User. The CDD includes SDD and EDD.                           |
| <b>SDD</b> | Freelance Due Diligence or Simplified Due Diligence procedure, meaning the simplified process of collecting Freelancer's credentials to evaluate the risk profile of the Freelancer.     |
| <b>EDD</b> | Business Due Diligence or Enhanced Due Diligence procedure, meaning the complicated process of collecting Business User's credentials to evaluate the risk profile of the Business User. |

## 3. FREELANCE DUE DILIGENCE

- Account creation**
1. Freelance User creates an Account on the Website.
  2. Freelancer provides Company with the following personal data that can identify the person using the Services:
    - E-mail address
    - TIN
    - Full name
    - Date of birth
    - Address
    - Telephone number
  3. Purposes of collecting mentioned data:

- Identifying whether the User intending to use the Services is a real natural person.
- Identifying whether the information about the User provided by the User matches the publicly available information about the User.
- Identifying whether the User has enough capacity to create the Account and use the Services.

**Account verification** We use a third party vendor (Sumsb - <https://sumsub.com>) to perform verification.

The User that created the Account has only limited access to the Services unless the Account is converted into the Verified Account in accordance with the Terms. The limited access to the Services provides that the User cannot conduct payment transactions via the Services. The User cannot get the full access to the Services without converting the Account into the Verified Account.

If Company finds out that the User is not a real natural person, or that the information about the User does not match the publicly available information about the User, Company will block the Account of the User and will refuse to grant access to the Services.

#### **4. BUSINESS DUE DILIGENCE**

**Account creation** 1. Business User creates an Account on the Website.

2.1 Business User's Representative provides Company with the following personal data about itself:

- E-mail address
- Full name
- Passport details
- Telephone number

2.2. Business User's Representative provides Company with the following data about Business User that can identify legal entity, using the Services:

- TIN / VAT
- Registry code / corporate number
- Address
- Representative's status

3. Purposes of collecting mentioned data:

- Identifying whether the User intending to use the Services is a real legal entity
- Identifying whether the information about the User provided by the User's Representative matches the publicly available information about the User.
- Identifying whether the User's Representative has enough capacity to create the Account and use the Services.

- Identifying whether the User's Representative has enough powers to represent the Business User and create the Account for the purposes of using the Services.
- Identifying whether the User's Representative has enough powers to use Business Service in accordance with the User Agreement of Business Service.
- Identifying whether the information about Representative provided by the Representative matches the publicly available information.

**Account verification** Third party vendor (Sumsb - <https://sumsub.com>) will confirm the authenticity of documents and information provided by User's Representative.

Company reserves the right to investigate Business Users who have been determined to be risky or suspicious. Business Users that pose a higher level of risks may be required to provide additional documents e.g utility bill for address verification and perform a video selfie.

The User's Representative that created the Account has only limited access to the Services unless the Account is converted into the Verified Account in accordance with the Terms and the Policy. The limited access to the Services provides that the User cannot conduct payment transactions via the Services. The User cannot get the full access to the Services without converting the Account into the Verified Account.

If Company finds out that the User is not a real legal entity, or that the information about the User's Representative does not match the publicly available information about the Representative, or that the Representative of the Business User does not have powers to represent the Business User, Company will block the Account of the User and will refuse to grant access to the Services.

## 5. TRANSACTION MONITORING

Company checks all payment transactions of Users with Clients conducted via the Services. Customer's transaction pattern is monitored to detect unusual or suspicious transactions. Company will therefore monitor all transactions and it reserves the right to request additional information from customers where transactions seem suspicious and report all suspicious transactions to the relevant authorities through its Compliance officer.

## 6. RISK ASSESSMENT

Company assesses and analyzes the level of risk that can be posed by each customer in line with the international requirements. Company categorizes each User by the level of risk they can possibly pose. This helps to prevent/mitigate fraud, money laundering and terrorism financing.

## 7. FINAL PROVISIONS

All rules on indemnities, provisions on applicable law and dispute resolution procedure, as well as warranties and restrictions of Company's liability established in the Terms and the User Agreements apply to this AML Policy.

This AML Policy was enacted on November 02, 2023. Company reserves the right to update this AML Policy and notify the Users about the updates in accordance with the rules provided in the Terms.

The User may contact Company by using the contact information provided for in this AML Policy.

## **8. CONTACT INFORMATION**

FREEL PRIME PORTAL L.L.C.

Address: Office No. 1101-225 King of Tides Ships Limited - Jebel Ali Al Wali, Dubai, UAE

E-mail: [hello@freelbee.com](mailto:hello@freelbee.com)