

KYCLLM.XYZ

TERMS AND CONDITIONS

and

PRIVACY POLICY

Last Updated: August 2, 2024

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE TERMS AND CONDITIONS INCLUDE VARIOUS LIMITATIONS, EXCLUSIONS, AND CLASS ACTION WAIVERS.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

1. INTRODUCTION

- 1.1. These Terms and Conditions (the “**Terms**”) are a binding legal agreement between you (“**you**,” “**your**,” or “**user**”) and **Data Pro LLC** registered in the Republic of the Marshall Islands (“**Company**,” “**we**,” “**us**,” or “**our**”). The Terms govern your access to and use of the website kycllm.xyz and any software, tools, features, or functionalities provided on or associated with the website, if otherwise not specified in these Terms (collectively, the “**WebApp**,” the “**Service**,” or the “**Services**”).
- 1.2. If you agree to the Terms on behalf of a business organization, you represent and warrant that you have the authority to bind such a business organization legally, and you further agree that you are binding both you and the business organization to the Terms. In such a case, “you,” “your,” or “User” will refer to and apply both to you and the business organization. For business or organization, distinct terms may apply. These engagements may be subject to separate agreements negotiated between the business entity and us. These agreements may include additional terms and conditions tailored to the specific needs and requirements of the business.
- 1.3. Please, do not identify the present Service with any other websites and services; they are independently governed, and it is your responsibility to review and become familiar with any such services and websites, as well as with any updates or changes in their activities.

2. ACCESS AND USE OF SERVICES

- 2.1. The Service utilizes Language Learning Models (LLMs) for Know Your Customer (KYC) purposes, enabling comprehensive identification and/or verification processes. This approach leverages artificial intelligence to analyze and validate user-provided information and documents, according to applicable regulatory standards.
- 2.2. You hereby represent and warrant that:
 - a) you have read, understood, and agreed to the Terms;

- b) you provided all information and documents in good faith, and you have not taken any actions to pass any checks through deceit, such as by providing false statements or documentation, by omitting significant information, or by masking or otherwise misrepresenting where you are physically located;
 - c) you acknowledge and agree that your information, including any personal data, shall be handled and processed in accordance with our Privacy Policy;
 - d) if you are an individual, you reached the age of majority, and you can enter into legally binding contracts in the jurisdictions: (1) in which you reside and (2) in which you access or use the Services (collectively, "**Your Jurisdictions**"); and
 - e) you are responsible for compliance with all laws, regulations, decrees, treaties, and administrative acts applicable to Your Jurisdictions, including, but not limited to, export and import regulations, money service business regulations, financial services regulations, and sanctions programs.
- 2.3. Company may require you to provide information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, to investigate a potential violation of these Terms or for any other reason we may deem important. In such cases, Company, in its sole discretion, may block your ability to access the Service until such additional information and documents are processed by Company. If you do not provide complete and accurate information in response to such a request, Company may refuse to restore your access to the Service.
- 2.4. Company reserves the right to terminate the Services for any lawful reason, including supply and demand, cost to maintain data, or other business considerations. Without limiting the generality of the foregoing, you agree that Company has the right to immediately pause or cancel your access to the Services if we suspect, in our sole discretion, that (1) Services are being used by you for any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; (4) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity; or (5) you have otherwise acted in violation of these Terms or the Privacy Policy.
- 2.5. Your access and use of the Service may also be interrupted from time to time for any lawful reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service, or other actions that Company, in its sole discretion, may elect to take.

3. USER CONTENT

- 3.1. The Services may allow users to create a profile where they can upload certain information about themselves (collectively, "**User Content**"). User Content will be considered non-confidential and non-proprietary. You represent and warrant that all of your User Content does and will comply with these Terms. You understand and agree that you are responsible for any User Content you submit or contribute. You, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content. Although we are not required to monitor any User Content, we may, at our sole discretion, remove User Content at any time and for any reason without notice.

- 3.2. By submitting or uploading User Content to the Services, you hereby grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Services and the Company's (and its successors' and affiliates') business, including without limitation for promoting, marketing, or redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You understand and agree that the Company may retain and continue to use your User Content even after you cease to use the Services or deactivate your account.

4. OWNERSHIP

- 4.1. The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information, and other materials, and all content and other materials contained therein, including, without limitation, logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the property of Company or our affiliates, licensors, or users, as applicable. You agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.
- 4.2. For the avoidance of doubt, Company's name, logo, trademarks, and any Company product or service names, designs, logos, and slogans are the intellectual property of Company or our affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other “hidden text” utilizing our or our affiliates' or licensors' intellectual property without our prior written permission. In addition, the “look and feel” of the Service constitutes the service mark, trademark, or trade dress of Company and may not be copied, imitated, or used, in whole or in part, without our prior written permission.
- 4.3. Notwithstanding anything to the contrary herein, you understand and agree that you shall have no ownership or other property interest in your account. You further agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of Company.

5. LICENSE TO ACCESS AND USE OUR SERVICE AND CONTENT

- 5.1. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, and personal license to access and use the Service provided; however, such license is subject to your compliance with these Terms.

6. THIRD-PARTY CONTENT AND SERVICES

- 6.1. The Service may contain links or functionality to access or use third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“**Third-Party Materials**”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of Company and may be “open” applications for which no recourse is possible. Company is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. Company may provide links to these

Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

7. USER CONDUCT

- 7.1. We reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include disabling your access to our Service and/or other actions.
- 7.2. You agree that you will not violate any law, contract, intellectual property, or other third-party right and that you are solely responsible for your conduct and content while accessing or using the Service. You also agree that you will **not**:
 - a) Use or attempt to use another user's credentials and personal data;
 - b) Pose as another person or entity;
 - c) Claim a Company username for the purpose of reselling it or otherwise engaging in name squatting;
 - d) Access the Service from a different address if we've blocked any of your other addresses from accessing the Service unless you have our written permission first;
 - e) Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
 - f) Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate-limiting systems, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Company;
 - g) Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
 - h) Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
 - i) Restrict or inhibit any other person from using the Services, including, without limitation, by hacking, attacking, altering, or defacing any portion of the Services;
 - j) Use the Service or data collected from our Service for any advertising or direct marketing activity (including, without limitation, email marketing, SMS marketing, and telemarketing);
 - k) Use the Service from a country sanctioned by the government of the United States or governments of other countries or to facilitate transactions involving individuals sanctioned or located in sanctioned countries;

- l) Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
 - m) Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any portion of, use of, or access to the Services, if otherwise is not agreed between you and us in writing;
 - n) Remove any copyright, trademark, or other proprietary rights notice from the Service or materials originating from the Service;
 - o) Frame or mirror any part of the Service without our express prior written consent;
 - p) Create a database by systematically downloading and storing information derived from the Services;
 - q) engage in inappropriate communication, including but not limited to content that: (a) is unlawful, offensive, or infringes upon others' rights; (b) promotes discrimination, violence, or illegal activities; (c) contains harmful computer programming routines; (d) impersonates others or misrepresents affiliations; (e) constitutes spam or unauthorized advertising; or (f) harasses, annoys, or threatens other users;
 - r) Use the Service for any illegal, fraudulent, unlawful, or unauthorized purpose; or
 - s) Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.
- 7.3. You represent and warrant that you will comply with all applicable laws (e.g., local, state, federal, and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in a country that is subject to the U.S. or other sovereign country sanctions and/or embargoes; (b) you have not been identified as a specially designated national or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties; (c) you are not subject of other sanction rules of any sovereign nation or organization. If Your Jurisdictions or other circumstances change such that the above representations are no longer accurate, you agree to cease using or accessing the Services immediately and further agree and understand that your account may be closed. You are solely responsible for ensuring that your access and use of the Service in a particular country, territory, or jurisdiction does not violate any applicable laws.

8. COMMUNICATION PREFERENCES

- 8.1. By using the Services, you consent to receive electronic communications from Company (e.g., via email, push notification, text messages, or other types of messages). We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service, and you may opt out of these communications by contacting us as it is mentioned in the Privacy Policy (with the possible exception of important service announcements and administrative messages).

9. ADDITIONAL TERMS

- 9.1. You are responsible for providing the mobile device, wireless service plan, software, Internet connections, and/or other equipment or services that you need to use the WebApp. We do not guarantee that the WebApp can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the WebApp or Service will be available in any particular geographic location.

10. INDEMNIFICATION

- 10.1. By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Company, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “**Company Parties**”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service (b) any feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights or obligations to a third party, including another user or third-party, and (e) your negligence or willful misconduct.
- 10.2. You agree to promptly notify Company of any Claims and cooperate with the Company Parties in defending such Claims. You further agree that the Company Parties shall have control of the defense or settlement of any Claims.

11. DISCLAIMERS

- 11.1. Your access to and use of the Service is at your own risk. You understand and agree that the Service is a beta software and is provided on an “as is” and “as available” basis, and Company expressly disclaims warranties or conditions of any kind, either express or implied. Company (and its suppliers) make no warranty or representation and disclaim all responsibility for whether the Service: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, complete, legal, or safe. Company disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.
- 11.2. Company will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained in the Service. We cannot guarantee the security of any data that you disclose online. No advice or information, whether oral or obtained from the Company Parties or through the Service, will create any warranty or representation not expressly made herein. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold Company responsible for any breach of security.
- 11.3. We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of credentials, or content, including but not limited to any losses, damages, or claims arising from (a) server failure or data loss; (b) unauthorized access or use;

- (c) any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute-forcing or other means of attack against the Service.
- 11.4. No Company Party is responsible or liable for any sustained losses or injury due to vulnerability or any kind of failure, abnormal behavior of software (e.g., JavaScript errors or hacks, SQL injections, blockchain wallet, smart contract), blockchains, or any other features of the Services. No Company Party is responsible for losses or injury due to late reports by developers or representatives (or no report at all) of any issues with the blockchain, including forks, technical node issues, or any other issues having losses or injury as a result.
- 11.5. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusions may not apply to you in this case.

12. ASSUMPTION OF RISK

- 12.1. You accept and acknowledge the following:
- a) The regulatory regime may be uncertain, and new regulations or policies may materially adversely affect the development of the Service.
 - b) Company cannot return any fees paid by you, and Company does not provide any refunds.
 - c) Company is not a wallet provider, exchange, broker, financial institution, or creditor.
 - d) There are risks associated with using the Internet, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet. You accept and acknowledge that Company will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Service or any network, however caused.
 - e) The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors lose market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
 - f) We will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using or accessing the Services.
 - g) Software (that allows you to use or access the Services) faults or vulnerabilities could allow third parties to obtain unauthorized access to information stored within your account, including, but not limited to, addresses associated with your digital assets. Company makes no representation that any fault or vulnerability will be corrected or otherwise addressed.
 - h) You understand the risk that the Services could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit your ability to access or use the Services.

- i) Company does not receive nor store your private keys, seed phrases, addresses, or passwords. We cannot assist you with the retrieval of any such information. You acknowledge and agree that you should safely store a backup of your addresses, private keys, and seed phrases.
- j) If your access to the Services is closed for any reason, you will no longer have access to data, messages, files, or other material you keep within the provision of the Services. Any closure of the access to the Services may involve the deletion of User content or other information and Company shall have no liability whatsoever for such deletion. Company, in accordance with the Privacy Policy and as permitted or required by law, may retain some or all of your information.

13. LIMITATION OF LIABILITY

- 13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL COMPANY AND COMPANY PARTIES OR THEIR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT (IF APPLICABLE) OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE, ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS, OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.
- 13.2. FOR AVOIDANCE OF DOUBT, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTIES THAT THE SERVICES ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS; (B) ANY WARRANTIES THAT THE SERVICES AND ANY ASSOCIATED SOFTWARE CODE ARE ERROR-FREE OR THAT ANY SUCH DEFECTS OR ERRORS WILL BE CORRECTED; AND (C) ANY WARRANTIES OF NON-INFRINGEMENT.
- 13.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, OR ANY COMPANY PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$50 OR (B) THE AMOUNT RECEIVED COMPANY FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you in this case. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

- 13.5. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms, when and to the extent such failure or delay is caused by or results from any events beyond Company's ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

14. PRIVACY POLICY

- 14.1. Please refer to our Privacy Policy below for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of the Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

15. GOVERNING LAW

- 15.1. These Terms and your access to and use of the Service shall be governed by and construed, and enforced in accordance with the laws of the Republic of the Marshall Islands (without regard to conflict of law rules or principles of the Republic of the Marshall Islands or any other jurisdiction that would cause the application of the laws of any other jurisdiction).
- 15.2. You hereby submit to and consent to the exclusive jurisdiction and venue of the courts sitting in the Republic of the Marshall Islands for the litigation of any dispute hereunder or in connection with the Terms or the Services. You hereby irrevocably waive and agree not to assert in any suit, action, or proceeding any claim that (a) you are not personally subject to the jurisdiction of such courts or (b) such suit, action, or proceeding is brought in an inconvenient forum, or (c) the venue of such suit, action or proceeding is improper.
- 15.3. Both you and the Company agree to resolve any disputes, claims, or controversies arising out of or relating to these Terms or the Services on an individual basis only, and not on a class, collective, or representative basis. You and the Company expressly waive any right to litigate or arbitrate any disputes as a class action, or to act in any representative capacity. Any claim or dispute subject to arbitration shall not be consolidated with any other person's or entity's claim. If any part of this class action waiver is found unenforceable, the remainder shall still apply, and any class claims shall proceed in court. By agreeing to these Terms, you acknowledge and accept this waiver, waiving your right to participate in any class proceedings. You may opt out of this waiver within 30 days of accepting these Terms by notifying the Company in writing.

16. TERMINATION

- 16.1. If you breach any of the provisions of these Terms, all licenses granted by Company will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

17. MISCELLANEOUS

- 17.1. These Terms constitute the agreement between you and Company relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Company, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.
- 17.2. Even though Company drafted the Terms, you represent that you had ample time to review and decide whether to agree to the Terms. If an ambiguity or question of intent or interpretation of the Terms arises, no presumption or burden of proof will arise favoring or disfavoring you or Company because of the authorship of any provision of the Terms.
- 17.3. You acknowledge and agree that Company affiliates may be third-party beneficiaries to this Agreement and to the other provisions of the Terms and that such Company affiliates may be entitled to directly enforce and rely upon any provision within the Terms that confers a benefit on (or rights in favor of) them. Other than the foregoing, no other person or business organization shall be third-party beneficiaries of this Agreement or of the other provisions of the Terms.
- 17.4. Company reserves the right to change or modify these Terms at any time and at our sole discretion. If we make material changes to these Terms, we will update the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.
- 17.5. We will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to pandemics, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond our reasonable control.
- 17.6. Further, from time to time, updates to the Services may be issued by Company. Depending on the update, you may not be able to use the Services until you have downloaded and installed the latest software update or used the latest protocol version. Your usage of the Services after such an update indicates your acceptance of the then-current Terms. You understand that by using or accessing the Services after the effective date or after an update, you agree to be bound by the then-current Terms. If you do not accept the Terms in their entirety at that point, you must not access or use the Services.
- 17.7. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

PRIVACY POLICY

BY USING THE COMPANY WEBSITE, YOU ARE CONSENTING TO THE COLLECTION, STORAGE, PROCESSING, AND TRANSFER OF YOUR PERSONAL DATA AS DESCRIBED IN THIS PRIVACY POLICY.

Data Pro LLC is a company registered in the Republic of the Marshall Islands (hereafter referred to as “**Company**,” “**we**,” or “**us**,” as the context may require). This Privacy Policy applies to your use of the website kycllm.xyz (the “**Website**”) and any software, tools, features, or functionalities provided on or associated with the Website, if otherwise not specified in this Privacy Policy (the “**Services**”). This Privacy Policy sets out the basis on which any personal data we collect from you or that you provide will be processed by us (the “**Privacy Policy**”).

1. INFORMATION WE MAY COLLECT FROM YOU

- 1.1. According to the Company Terms and Conditions (the “**Terms**”), we may provide various Services for you. The scope of the Services and personal data processing depend on your needs. Therefore, from time to time, we may collect or ask you to provide the following personal data:
- A. full name, unique identifier, online identifier;
 - B. contact details such as a postal address, email address, telephone number, social security number or another national identity number;
 - C. gender, age, and national origin;
 - D. selfie/facial photos (including the image metadata and biometric data, including facial scan data and numerical biometric data, extracted from the such image (facial recognition data));
 - E. nationality;
 - F. physical characteristics or description;
 - G. the Internet protocol address;
 - H. passport/ ID card (its photos or scanned copy and information it contains, including date of birth, citizenship, document number, type of document, issuing country, expiration date, information embedded in barcodes, and QR codes (which will vary depending on the type of document), and the image metadata associated with the image of the document);
 - I. driver’s license number;
 - J. location data;
 - K. device identifiers and other information about your device and how you are interacting with our Services (including log Information about your use of the Website, including the type of browser you use, access times, pages viewed, and the page you visited before navigating to the Website);
 - L. address(es) of your crypto wallet(s);

- M. information extracted from a utility bill you upload or other information, including your mobile network operator, publicly available information from media searches, sanctions, and PEP lists;
 - N. contents of the message and/or attachments you may send other users or us via the Website or third parties services;
 - O. results of your identification, verification, and other checks (in text-based and document-based form); and
 - P. other personal data provided by you to use the Services (including identification credentials, biographical details, and/or payment information).
- 1.2. Information from other sources:
- A. we work with third parties from time to time (for example, business partners, sub-contractors in Know Your Customer, Anti-Money Laundering, technical, payment, and delivery services, advertising networks, analytics providers, search information providers, and credit reference agencies) who may provide us information about you;
 - B. we receive technical data about your activities while using the service automatically from your browser, our servers, and our systems.
- 1.3. We may process other personal data, provided that we disclose this to you at the relevant time and that you either consent to the proposed use of the personal data or other legal grounds exist.

2. USES MADE OF YOUR PERSONAL DATA

- 2.1. We may use your personal data to:
- A. provide the Services according to the Terms;
 - B. share your personal data with third parties according to this Privacy Policy;
 - C. provide, troubleshoot, and improve the Services (using our own systems and third-party service providers);
 - D. analyze usage and performance of the Services;
 - E. communicate with you, including without limitation, to inform you of updates to the Website, our Terms, and/or this Privacy Policy; provide you with marketing materials; respond to your inquiries and requests;
 - F. perform market and customer research;
 - G. investigate and/or prevent suspected fraud, other criminal activities, or intellectual property infringement; prevent and detect abuse to protect the security of our users, the Services, and others;
 - H. comply with our Know Your Customer obligations under applicable laws and regulations and Anti-Money Laundering laws and regulations;

- I. comply and enforce applicable regulations and agreements, including enforcing our Terms or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency;
 - J. operate the Website;
 - K. develop aggregate analysis and business intelligence that enable us to protect, make informed decisions, and report on the performance of our business;
 - L. disclose data to potential acquirers of business, including legal advisors and auditing service providers in case of a merger, acquisition, or selling the whole or part of our business
 - M. use and process your personal data, including but not limited to biometric data, to train our language models and enhance the Services, to the extent applicable laws allow; and
 - N. disclose data to our service providers, including the transfer of your personal data (including biometric data and photos/scanned copies of documents) to provide the Services.
- 2.2. We may process your personal data for other purposes, provided that we disclose the purposes and use to you at the relevant time and that you either consent to the proposed use of the personal data, other legal grounds exist for the new processing purposes, or the new purpose is compatible with the original purpose brought out above.

3. LEGAL BASIS

- 3.1. Our legal basis for the use of personal data:
- A. **Performance of the Terms:** when we provide you with the Services or communicate with you about them;
 - B. **Legal obligation:** to comply with our legal obligations under applicable laws and regulations, including Anti-Money Laundering laws and regulations;
 - C. **Our legitimate interest** in operating the Website and communicating with you as necessary to provide these Services (for example, when improving our Website and enhancing our Services, undertaking marketing, or for the purposes of detecting or preventing illegal activities in order to protect the security of our users, ourselves, or others); in addition, when processing personal data strictly necessary and proportionate to ensure network and information security; and
 - D. **Your consent** when we ask for your consent to process your personal data for a specific purpose that we communicate to you in this Privacy Policy. When you consent to process your personal data for a specified purpose, you may withdraw your consent at any time, and we will stop processing your data for that purpose.

4. PERSONAL DATA TRANSFER

- 4.1. The Company shares users' personal data only as described below and/or with the subsidiaries or affiliates of the Company that are either subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy.

- 4.2. The Company employs other companies and individuals to perform functions on its behalf. Examples include analyzing data, providing marketing assistance, providing language models, processing payments, transmitting content, and providing compliance solutions. These third-party service providers can only access personal data needed to perform their functions but may not use it for other purposes. Further, they must process the personal data only as permitted by applicable data protection laws.
- 4.3. The Company may, from time to time, expand or reduce its business, which may involve the transfer of certain divisions or assets to other parties. The data the Company stores and uses, where relevant, may be transferred to such third parties. As the Company continues to develop its business, it might sell or buy other businesses or services. In such transactions, user information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing privacy policy (unless the user consents otherwise).
- 4.4. The Company may also share information to (a) satisfy any applicable law, regulation, legal process, or governmental request; (b) enforce this Privacy Policy and its Terms, including investigation of potential violations hereof or thereof; (c) detect, prevent, or otherwise address fraud, security, or technical issues; (d) respond to your requests; or (e) protect its rights, property, or safety, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention.
- 4.5. If applicable to you, please note that the Company may transfer your data outside of the EEA to locations that may have different data protection laws or no data protection laws. The Company will make appropriate efforts to put in place reasonable technical, organizational, and contractual safeguards (including Standard Contractual Clauses, if applicable) to ensure that such transfer is carried out in compliance with applicable data protection rules, except where the country to which the data is transferred has already been determined by the European Commission to provide an adequate level of protection.
- 4.6. You hereby agree to transfer your personal data, mentioned in these Terms, to a third country that may be made without an adequacy decision or appropriate safeguards, according to the applicable legislation. This consent applies to specific personal data transfers: each time you disclose your credentials to us, the Company may transfer your personal data to a third party. A third country might not have a supervisory authority, and/or data processing principles, and/or data subject rights might not be provided for in the third country.

5. DURATION OF PERSONAL DATA PROCESSING

- 5.1. Your personal data will be kept only for as long as necessary. We keep your personal data to enable your continued use of the Services for as long as it is required to fulfill the relevant purposes described in this Privacy Policy and as may be required by law, such as for compliance with Anti-Money Laundering laws or as otherwise communicated to you.
- 5.2. The processing of your personal data may take place after you opt out - for the purpose of system security, according to our legitimate interest.

6. YOUR RIGHTS

- 6.1. If you have any questions, requests, or objections regarding your personal data processing, please contact us through the information we provide under the section entitled "Contact" below.
- 6.2. Subject to applicable law and this Privacy Policy, you may have the following rights:
 - A. **Right to access:** you have the right to obtain confirmation that your data are processed and to obtain a copy of it as well as certain information related to its processing;
 - B. **Right to rectify:** you can request the rectification of your data, which is inaccurate, and also add to it. You can also change your personal data in your account at any time;
 - C. **Right to delete:** you can, in some cases, have your data deleted;
 - D. **Right to object:** you can object, for reasons relating to your particular situation, to the processing of your data. You may ask us to restrict the processing of your personal data;
 - E. **Right to limit the processing:** in certain circumstances, you have the right to limit the processing of your data;
 - F. **Right to portability:** in some cases, you can ask to receive the data that you have provided to us in a structured, commonly used, and machine-readable format or, when this is possible, that we communicate your data on your behalf directly to another data controller;
 - G. **Right to withdraw your consent:** for processing requiring your consent, you have the right to withdraw your consent at any time. Exercising this right does not affect the lawfulness of the processing based on the consent given before the withdrawal of the latter, nor will it affect the processing of your personal data conducted in reliance on lawful processing grounds other than consent;
 - H. **Right to define the instructions relating to the use of your personal data post-mortem:** you have the right to define instructions relating to the retention, deletion, and communication of your data after your death;
 - I. **Right to non-discrimination:** you have the right not to receive discriminatory treatment as a result of your exercise of rights conferred by laws applicable in your jurisdiction; and
 - J. **Right to lodge a complaint to the relevant data protection authority:** procedure depends on your jurisdiction and is subject to local regulations. For more information, please contact your local data protection authority.
- 6.3. You may have additional rights according to applicable legislation in your jurisdiction.
- 6.4. You may unsubscribe from receiving certain promotional emails from us. If you wish to do so, follow the instructions found at the end of the email or contact us through the information we provide under the section entitled "Contact" below. Even if you unsubscribe from these emails, we may still contact you for informational, transactional, account-related, or similar purposes.

7. SECURITY OF YOUR INFORMATION

- 7.1. We take reasonable industry-standard care in keeping all our data secure and in preventing any unauthorized access or unlawful use of it. We design our systems with your security and privacy in mind. We work to protect the security of your personal data during transmission by using encryption protocols and software.
- 7.2. We maintain physical, technical, electronic, and procedural safeguards concerning the collection, storage, and disclosure of your personal data.
- 7.3. We do not use browser cookies to collect and store certain information when you use, access, or interact with our Services.
- 7.4. We recommend using a unique password for your account, not utilized for other online accounts, and signing off when you finish using a shared computer.

8. THIRD-PARTY SERVICES AND CONTENT

- 8.1. Our Services may include integrated content or links to content or services provided by third parties (such as on outside websites). This Privacy Policy does not address the privacy, security, or other practices of the third parties that provide such content or services. We are not responsible for the privacy policies and/or practices of these third parties, and we encourage you to review their privacy policies and terms of service carefully.

9. LANGUAGE LEARNING MODELS (LLMS) USAGE

- 9.1. To the extent applicable laws allow, the Service employs Language Learning Models (LLMs) to enhance the accuracy and efficiency of our Know Your Customer (KYC) processes. These models analyze and process user-provided information and documents to verify identity and comply with applicable regulatory standards. The LLMs may utilize your personal data to perform these functions. The data collected is only used for specified, explicit, and legitimate purposes as mentioned in this Privacy Policy, and is not further processed in a manner that is incompatible with those purposes.

10. AUTOMATED DECISION-MAKING AND FACIAL SCAN POLICY

- 10.1. We may carry out automated decision-making for the purposes of the Services. In particular, we may use an automated engine to process the personal information you provide as part of the application process. For example, we may automatically extract your personal data from photos and scanned copies of the documents you provide to us (including the usage of optical character recognition technology). Without all this information, we may be unable to provide Services to you. You agree that your legal rights or legal status are not impacted by our possible automated decision-making. If you think otherwise, please, do not use our Services.
- 10.2. In some jurisdictions, your selfie/photographs, subject to specific technical processing, can be considered biometric data and fall under specific regulations. Please be informed that our automated decision-making may include automated processing of your selfie/facial images. By extracting and comparing numerical biometric data from facial scan data, our system may assess whether the person in the photo will likely be the same person pictured in the identity document. We may also automatically compare your different facial photos.

YOU HEREBY GIVE YOUR EXPLICIT CONSENT TO AUTOMATED DECISION-MAKING, INCLUDING THOSE BASED ON YOUR BIOMETRIC DATA. IF THE AUTOMATED DECISION-MAKING AND/OR FACIAL SCAN PROCESSING ARE PROHIBITED IN YOUR JURISDICTION, PLEASE DO NOT USE OUR SERVICES.

- 10.3. After the automatic decision, you have the right to contact us to review the decision, provide a more detailed explanation and exercise other rights you may have under the applicable legislation. If you wish to invoke these rights, please contact us through the information we provide under the section entitled "Contact" below.
- 10.4. By proceeding to use our Service, you agree that you have read, understand and voluntarily consent to this Automated Decision-Making and Facial Scan Policy, that you release any claims related to your facial scan data, and that you confirm that you are not accessing the Services in any jurisdiction where the services are not permitted by applicable law.

11. ONGOING MONITORING AND DATA ACCURACY

- 11.1. By using our Website and Services, you acknowledge and agree that we have the right to periodically and automatically monitor the accuracy of data you have provided. This is to ensure the security and integrity of our Services and to maintain a high-quality user experience for all users.
- 11.2. In the event that our monitoring system detects discrepancies, inaccuracies, or changes in your personal data, we reserve the right, at our sole discretion, to suspend, terminate, or restrict your access to our Services. This may include but is not limited to, situations where your personal data is outdated, incorrect, or has been altered without our knowledge.
- 11.3. We are not liable for any consequences or damages you may suffer as a result of our decision to suspend, terminate, or restrict your access to our Services due to discrepancies, inaccuracies, or changes in your personal data. By using our Services, you accept this risk and agree to hold us harmless for any losses or damages you may incur.
- 11.4. It is your responsibility to ensure that the personal data you provide to us is accurate, complete, and up-to-date. You agree to promptly update your personal data whenever there is a change in your information in order to maintain your eligibility for continued use of our services.

12. CHANGES TO THIS PRIVACY POLICY

- 12.1. We reserve the right to change this Privacy Policy at any time. Any changes we may make to this Privacy Policy will be posted on the Website.
- 12.2. Please check the Privacy Policy available on the Website occasionally. In the event of any such change, by continuing to use the Website, you agree to the relevant change.

13. MISCELLANEOUS

- 13.1. "personal data" is any information that can be used to identify you or that we can link to you as an individual.
- 13.2. This Privacy Policy is part of and incorporates, by reference, the Terms. Capitalized terms not defined in this Privacy Policy are defined in the Terms.

14. CONTACT

Questions, comments, and requests regarding this Privacy Policy are welcomed and should be addressed to contact@kycllm.xyz.