



Terms and Conditions - **NXT**

This Terms and Conditions ("T&C") contemplates all of **NXTPAY, NXTBNK, NXT GROUP, NXTGRP, nextbnk.com, nextpaybank.com (together, "NXT)**, including of, but not limited to, **NXT** account, websites, webapps, Application Programming, mobile apps, smartwatch apps, Interface, products, card processing and card issuing (together and separately, the "Services")

This T&C is designed to be the contract between the User ("You") and **NXT**, which will determine the relations, obligations and services offered.

1. Acceptance of terms and conditions

You agree to be bound by this T&C once you open our sites, or use any of our Services. *You* also agree to comply with all the measures in the T&C to prevent money laundering for any purposes. This T&C is subject to change at any time without notice, and the changes will be effective when posted. *Your* continued use of the Services indicates your acceptance and agreement to the T&C changes. The Acceptance of these T&C, **DO NOT** mean that *you* will be accepted as an User and that *you* will be able to use all of our Services. Further checks may be required to fulfill the necessary requirements by Law.

2. Policy Update

This Policy can be updated any time by any need of **NXT**, some examples are regulatory demands, software update, new process, new products or continuous improvement. Any time we update this T&C, it will be displayed in our Services once you login or enter, by keeping using **NXT** Services, *you* agree to all changes made.

3. Services

NXT is a technology company that uses banking partners to provide payment methods around the world. We may offer our Services by applications, webapps, APIs, credit and debit cards, and others through our partners.

We may provide as payment methods, but not limited to:

- Credit Cards
- Debit Cards
- Cryptocurrencies Wallets
- Bank transfers

- International Bank Transfers

NXT and its partners comply with the regulations of many countries where our Services are available, although **NXT** does not accept all kinds of businesses and persons. All the ones interested in being a part and having an account in **NXT** must comply with KYC and Compliance policies and verifications of **NXT** and its Partners. Being approved to use one of our services **DO NOT** mean that *you* will automatically be approved to use all of **NXT** services. We also may ask for more data on the use of our Services by *you* or about *your* business at any time. More information about the **NXT** KYC process is available at our Acceptable Use and AML Policy.

4. Prohibited Transactions

Using our Services for transfers related to the following is prohibited, and **NXT** reserves the right to monitor for transactions that relate to:

- Wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit Purchasing goods of any type from Darknet markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods).

5. Know Your Client - KYC

We have a strong policy of KYC, for all users that transact between **NXT** services, **NXT** will check: Company Registration, Full Name, Date of Birth, NIF or Social Security number and Passport Number of administrators and UBOs, Proof of Address, company revenue and/or billing projection. All these bases will be checked: if the Company Registration is active, if the Full Name and Date of Birth are the same, if the Address really exists, if the NIF or Social Security number and Passport Number of administrators and UBOs are not in the OFAC Sanctions List, UN Sanctions, Interpol, UK Bank of England Sanctions, SECO Swiss Sanctions and Embargos, EU Financial Sanctions or have any prosecutions.

All customers from **NXT** clients will follow the same KYC process.

Hereby you also agree to comply with the Acceptable Use and AML Policy of **NXT**.

6. Anti Money Laundering and Financing of Terrorism - AMLFT

Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the proceeds appear to have derived from legitimate origins or constitute legitimate assets. Generally, money laundering occurs in three stages. Cash first enters the financial system at the "placement" stage, where the cash generated from criminal activities is converted into monetary instruments, such as money orders or traveler's checks, or deposited into accounts at financial institutions. At

the "layering" stage, the funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin. At the "integration" stage, the funds are reintroduced into the economy and used to purchase legitimate assets or to fund other criminal activities or legitimate businesses.

Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal either the origin of the funds or their intended use, which could be for criminal purposes. Legitimate sources of funds are a key difference between terrorist financiers and traditional criminal organizations. In addition to charitable donations, legitimate sources include foreign government sponsors, business ownership and personal employment. Although the motivation differs between traditional money launderers and terrorist financiers, the actual methods used to fund terrorist operations can be the same as or similar to methods used by other criminals to launder funds. Funding for terrorist attacks does not always require large sums of money and the associated transactions may not be complex.

Hereby you also agree to comply with the Acceptable Use and AML Policy of **NXT**.

7. Restricted Activities

In connection with your use of the Services, you hereby agree that you will not:

- Violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation
- Intentionally try to defraud (or assist in the defrauding of) **NXT** or other users;
- Provide false or misleading information;
- Take any action that interferes with, intercepts, or expropriates any system, data, or information
- Partake in any transaction involving the proceeds of illegal activity;
- Transmit or upload any virus, worm, or other malicious software or program;
- Attempt to gain unauthorized access to other **NXT** Accounts, the **NXT** website, or any related networks or systems;
- Use the Services on behalf of any third party or otherwise act as an intermediary between **NXT** and any third parties;
- Collect any user information from other **NXT** users, including, without limitation, email addresses and personal information;
- Defame, harass, or violate the privacy or intellectual property rights of **NXT** or any other **NXT** users;
- Upload, display or transmit any messages, photos, videos or other media that contain illegal goods, violent, obscene or copyrighted images or materials.

8. Compliance Monitoring

We will monitor your transactions and activities for potential violations of these Terms. The Compliance team and all the teams in **NXT** are trained periodically to monitor the transactions in a way to inhibit any fraudulent or illegal transaction.

Monitoring includes, but is not limited to, reviewing your accounts for retrievals, returns, or chargebacks, reviewing documents and transactions, as well as using third-party information or sources. We could also identify the financiers of the company and verify their identity, identify employees and partners of the company and verify their identity as well from your clients and maintain proper records of the stakeholders. We encourage you to contact us if you believe you may be in violation of these Terms. We reserve the right, per the Terms to take any corrective action (with or without notice to you) as we deem necessary to mitigate our risk or ensure compliance with these Terms, including but not limited to: (i) blocking or withholding a transaction; (ii) holding funds associated with a prohibited transaction; (iii) suspending, restricting, or terminating your use of the Services, or (iv) subjecting you to applicable fines, assessment, expenses and fees; (v) if any suspect or illicit transaction occurs in our platform we will, without any advice, communicate to the legal institutions.

9. Duration, Suspension or Termination of the access to the services

NXT can, by its own will, without any advice or explanation, suspend or terminate your access to the **NXT** Services. This can be or be not a result of some actions or facts listed bellow:

- You do not comply with these Terms;
- Legal or judicial demands;
- Partner request;
- Any suspicion that you have committed or will to commit frauds or crimes, specially but not limited to money laundering, terrorism or its financing, slavery or forced work, children employment, or other crimes;
- If we can not verify your ID or if the data submitted by you is incorrect or fake;
- If you try to move more assets that your financial declaration is able to comply with.

10. Copyright

All content on the Site, such as text, graphics, charts, logos, software, illustrations, GIFs, videos, button icons and images (“Content”), is the property of **NXT** or its partners. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, reverse engineer the Services or otherwise exploit the Services, except as expressly permitted in these Terms.

11. Privacy

If you use the Services, you are responsible for maintaining the confidentiality of your personal information (including your account login and password, if you have completed the **NXT** registration process) and for restricting access to your computer, mobile phone, or any device used to Login. You also agree to accept

responsibility for all activities that occur under your account or password.

You also agree to comply with the Privacy Policy of **NXT**.

12. Related Policies

If you use the Services of **NXT**, you must read and comply with the **NXT** policies:

- Acceptable Use and AML Policy
- Privacy Policy

13. Contact

In case of any trouble, doubt, will of partnership, or to obtain your personal data or to close your account please contact the **NXT** support. It's available on our website: nxtpaybank.com.

You can also reach us by e-mail at: support@nxtpaybank.com.

14. Responsibility

NXT will not take responsibility:

- For any unavailability or failure of the platform;
- For defrauding the utility you may have attributed to the Platform;
- For any errors and/or inconsistencies in the transmission of network data, as well as related to the quality or availability of the internet connection capable of preventing the proper receipt of information by **NXT** or you;
- For any devaluation or loss that may occur in any transaction, application, asset held by you;
- Due to a failure exclusively related to you;
- Due to a mistakes exclusively related to you;
- For damages and losses of any nature arising from the knowledge that unauthorized third parties has gained access to your account by your mistake or misconduct;
- For complying with a court order, legal obligation or any measure requested by the justice department or court.

15. Update History

Policy created on 01, November, 2024.