

# fourthline

## 1. Scope

These Terms and Conditions (the "**T&C**") shall constitute the entire legal relationship (the "**Agreement**") between a natural person (the "**Client**" and "**you**") and SafeNed-Fourthline B.V., a company incorporated in The Netherlands, whose registered number is 58905413, with a registered office located at Tesselschadestraat 12, 1054 ET Amsterdam, The Netherlands and its affiliated companies ("**Fourthline**" and "**us**"). You are advised to print or download and keep a copy of these T&C for future reference. For the avoidance of doubt, please note that we may revise and update these T&C from time to time in our discretion. In the event we make material changes to these T&C we will notify you by e-mail or by posting this on our company website.

## 2. Subject Matter and Purpose of the Agreement

- 2.1 Solarisbank and Fourthline have decided to cooperate regarding KYC-Reliance according Art. 25 Directive (EU) 2015/849 (transposed into Sec. 17 para. 1 German Money Laundering Act (*Geldwäschegesetz*). Solarisbank and COMPANY cooperate via the COMPANY App to users with residence in COMPANY passported markets.
- 2.2 In the process of opening a bank account with COMPANY, COMPANY will provide us with all the necessary information required in order to identify a Client.
- 2.3 Within the scope of services conducted by Fourthline it is necessary that certain personal data is exchanged between Fourthline and COMPANY. Such personal data may include name(s), address, ID documents, phone region, metadata, selfie, selfie video, geolocation of photos, IP address and other personal information required for the identification and verification process, all documents provided by the Client ("**Personal Data**"). Fourthline shall verify the Client's identity by using the Personal Data and reliable, independent source documents, data or information and ultimately approve (or reject) the Client.
- 2.4 As part of the identification and verification process Fourthline will create a Data File for each Client, which will be shared by Fourthline to COMPANY directly and without undue delay.
- 2.5 Fourthline will store the Data File of each Client in an encrypted personal KYC vault.
- 2.6 With prior approval of both COMPANY and the Client and subject to a contract between Fourthline and a provider of banking services the Data File could be made available to such a provider of banking services for KYC-Reliance.
- 2.7 As part of the signup process you will need to accept, and you must have legal capacity to accept, these T&C.

## 3. Duty of Care of Fourthline

We shall exercise due care when providing services. In our provision of services, we shall take the Client's interests into account to the best of our ability. While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control.

## 4. Data Protection

- 4.1 We acknowledge the applicability of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") (as the same may be amended, restated, supplemented and/or substituted from time to time) and any similar local legislation governing the protection of personal information in the private sector applicable in the course of processing of the Personal Data.
- 4.2 We will only process Personal Data in the European Economic Area ("**EEA**") and will not grant access to or transfer Personal Data (or any other information processed by us) to a recipient located in a country outside the EEA, unless the Client consented to this in writing prior to such access or transfer.

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- 4.3 The Client explicitly agrees to the aforementioned collection, storage, use, and transmission of Personal Data. The Client can at any time revoke his/her consent entirely or partly for the future without stating any reasons. Further, the Client is at any time and free of charge entitled to receive written information with regards to any Personal Data on him that has been gathered by us, and he can request the correction, blocking, or deletion of the respective data, as long as the storage is not legally required or the data has not yet been anonymized. Apart from that, we are obliged to maintain secrecy of all Client-related data and may pass on such data only upon Client approval or when a legal obligation exists.
- 4.4 We have implemented the necessary technical and organisational security measures – in regard to applicable data protection legislation in order to ensure availability, integrity and confidentiality of the Personal Data and to safeguard against accidental or unlawful destruction, alteration, loss, access, unauthorised disclosure or any other unlawful forms of processing, including restricted access and use.

## 5. Transferring Rights or Obligations under this Agreement

We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under this agreement.

## 6. Complaints

- 6.1 Any complaints about us or the services we provide should be addressed to us in the first instance by contacting COMPANY.
- 6.2 If your complaint is not resolved to your satisfaction, you may contact the Financial Services Ombudsman at Mailbox 93257, 2509 AG, The Hague, The Netherlands in respect of Fourthline.

## 7. Miscellaneous

These T&C shall be governed by and interpreted in accordance with the laws of The Netherlands. Any dispute under these T&C shall be brought exclusively in the court of Amsterdam, The Netherlands.