AML & KYC Policy

Last updated: 22 July 2026

1. Introduction

This Anti-Money Laundering and Know Your Customer Policy ("AML & KYC Policy") explains the measures adopted by **AETHERLOGIC LTD** ("Company", "we", "our", or "us") to prevent fraud, money laundering, terrorist financing, sanctions violations, identity fraud, and other unlawful activities.

The Company is committed to maintaining a secure Platform and complying with applicable legal and regulatory requirements.

This Policy reflects the Company's own risk-based verification and fraud-prevention measures, adopted voluntarily as good practice and to meet the Company's general obligations under the Proceeds of Crime Act 2002 and the Sanctions and Anti-Money Laundering Act 2018. The Company is not a 'relevant person' for the purposes of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and is not supervised by the Financial Conduct Authority, HMRC, or the Gambling Commission in respect of this Policy.

This Policy should be read together with the Company's Terms & Conditions and Privacy Policy.

2. Scope of this Policy

This Policy applies to individuals applying to participate in the Company's Affiliate Program.

Participation in the Affiliate Program requires successful completion of the Company's identity verification procedures before an applicant becomes eligible to receive a referral link or Affiliate Commission payments.

The purchase of Digital Content through the Platform does not, by itself, require identity verification or other verification measures unless verification is required by applicable law or is reasonably necessary to prevent fraud, unauthorized transactions, or other unlawful activity.

3. Risk-based approach

The Company applies a risk-based approach when assessing applicants and monitoring Affiliate Program participation.

Depending on the circumstances, the Company may consider factors including:

- country or jurisdiction of residence;
- sanctions or regulatory restrictions;
- unusual or suspicious activity;
- inconsistencies in submitted information;

- attempted fraud or abuse;
- any other information reasonably relevant to compliance or security.

The extent of verification may vary depending on the level of risk identified.

4. Identity verification

To verify an applicant's identity, the Company may request documentation and information including:

- passport;
- national identity card;
- driver's licence;
- proof of residential address;
- a photograph, selfie, or liveness verification where reasonably necessary;
- any additional information reasonably required to complete verification.

Identity verification may be performed directly by the Company or by independent identity verification service providers acting on the Company's behalf.

Where identity verification involves biometric data processed for the purpose of uniquely identifying an individual, the Company processes this data in reliance on the condition in Schedule 1, Part 2 of the Data Protection Act 2018 (or, where applicable, your explicit consent), and has carried out a Data Protection Impact Assessment in relation to this processing.

Applicants are responsible for ensuring that all submitted information is accurate, complete, and up to date.

Providing false, misleading, altered, or fraudulent documentation may result in rejection of an application, suspension of participation, termination of an Affiliate account, and may be reported to law enforcement or other relevant authorities where the Company considers this appropriate.

5. Ongoing monitoring

The Company may conduct ongoing compliance reviews throughout an Affiliate's participation in the Affiliate Program.

Where reasonably necessary, the Company may:

- request updated identification documents;
- request additional information;
- repeat identity verification procedures;
- review Affiliate activity for compliance with applicable laws and the Affiliate Program Terms.

Failure to cooperate with reasonable verification requests may result in suspension or termination of Affiliate participation.

6. Sanctions compliance

Screening is conducted, where applicable, against the UK Sanctions List, and other sanctions lists like US, EU, UN and any other relevant to the Company's operations.

The Company reserves the right to refuse, suspend, or terminate participation in the Affiliate Program where reasonably necessary to comply with applicable sanctions, trade restrictions, legal obligations, or regulatory requirements.

Where automated tools support fraud prevention, sanctions screening, or verification decisions, any decision that produces legal or similarly significant effects on you — such as rejecting an Affiliate application — will involve meaningful human review before it is finalised.

7. Refusal, suspension, and termination

The Company may refuse an application, suspend participation, withhold Affiliate Commission payments where permitted by applicable law, or terminate participation in the Affiliate Program where:

- identity verification cannot be completed;
- requested documentation is not provided;
- submitted information appears inaccurate or misleading;
- fraud or unlawful activity is reasonably suspected;
- sanctions or legal restrictions apply;
- the applicant or Affiliate breaches the Terms & Conditions, Affiliate Program Terms, or this Policy;
- required by applicable law or a competent authority.

An applicant or Affiliate who wishes to query a decision made under this Policy may contact the Company using the details in Section 11.

Nothing in this Policy obligates the Company to approve an Affiliate application.

Where the Company becomes aware of information giving rise to a genuine suspicion of money laundering, terrorist financing, or other serious financial crime, it may, at its discretion, report that information to the National Crime Agency or another relevant UK authority, in addition to taking any action described in this Section.

8. Record retention

The Company will generally retain identity verification records for the duration of an Affiliate's participation in the Affiliate Program and for six (6) years following the end of that participation, reflecting standard UK limitation periods for contractual claims, unless a longer retention period is required by applicable law or is necessary to resolve an ongoing dispute or investigation to:

- comply with applicable legal and regulatory obligations;

- investigate fraud or unlawful activity;
- resolve disputes;
- protect the legitimate interests of the Company;
- enforce its contractual rights.

When such information is no longer required, it will be securely deleted, anonymized, or otherwise disposed of in accordance with applicable law.

9. Protection of personal data

Personal data collected under this Policy is processed in accordance with the Company's Privacy Policy and applicable data protection laws.

You may exercise your rights in relation to this data, including the right of access, correction, or erasure where applicable, as described in the Company's Privacy Policy.

The Company implements appropriate technical and organizational measures designed to protect personal data against unauthorized access, disclosure, alteration, or destruction.

Identity verification information will be accessed only by authorized personnel or authorized service providers where necessary to perform verification or comply with legal obligations.

Where identity verification information is transferred to a service provider located outside the United Kingdom, the Company ensures that such transfers are subject to appropriate safeguards, such as the UK International Data Transfer Agreement or an adequacy decision, in accordance with UK data protection law.

10. Changes to this Policy

The Company may amend this AML & KYC Policy from time to time to reflect changes in applicable laws, regulatory requirements, business practices, or the operation of the Platform.

The updated version becomes effective upon publication on the Platform unless a later effective date is specified.

Continued participation in the Affiliate Program after the updated Policy becomes effective constitutes acknowledgment of the revised Policy.

11. Contact information

If you have any questions regarding this AML & KYC Policy, please contact:

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