Customer verification and sanctions notice

HU-P09 · v6.5 · 12.10.2026

1 Purpose and application

1.1. This notice sets out how information about Homeunity customers is provided and verified, the grounds for restricting transactions and the procedure for requesting a review of a decision.

Checks are carried out to establish a customer's identity, confirm authority and entitlement to the funds used, prevent fraud, money laundering and terrorist financing, and comply with applicable sanctions.

1.2. Decisions on eligibility for Homeunity services are the responsibility of Fuchs Treuhand AG, registration number CHE-107.253.643, registered address: Morgartenstrasse 3, 6003 Lucerne, Switzerland, referred to as the **Company**.

In this document, a customer is a person applying for a service, acquiring HRPT, participating in Travel Club, HAFS, HPOT or the partner programme, or receiving a payment due to them.

1.3. The scope of verification depends on the selected service, the nature of the transaction and applicable requirements. Verification for one service does not automatically establish eligibility for all other programmes.

Registering an account or linking an email address or wallet does not, by itself, confirm that identity verification has been completed.

1.4. Where a transaction requires documentary verification, it is completed through a designated procedure before the restricted transaction proceeds. The customer is told the required information, secure submission method and applicable data-processing information before collection. Absence of an available verification procedure is not permission to bypass a mandatory check. This notice does not authorise collection through an ordinary public contact form.

1.5. This document does not confirm a licence, membership of a self-regulatory organisation or regulatory approval of a particular product. Customer verification does not replace authorisations or other conditions required to provide the relevant service lawfully.

2 Eligibility to apply for services

2.1. An individual must be at least 18 years old, have the necessary legal capacity and be entitled to enter into the relevant transaction under the law applicable to them.

The customer must disclose their actual country of residence and other jurisdictional connections where needed to determine eligibility for the service.

2.2. A person acting for an organisation or another person must disclose the person represented and establish their authority. Providing the representative's own contact details does not replace identification of the customer.

2.3. An organisation must provide information about its registration, activities, ownership and control structure, authorised representatives and the individuals who are its ultimate beneficial owners.

Where the formal structure does not establish actual control, the Company may request explanations and supporting documents.

2.4. Another person's identity, a nominee participant, false documents or multiple accounts must not be used to circumvent verification, sanctions or programme restrictions.

Changing a connection address, device or wallet does not alter the legal restrictions applicable to the customer.

3 Information that may be required

3.1. Verification of an individual may require their name as shown on a valid identity document, date of birth, nationality, residential address, contact details and identity document.

Additional information, including tax residence, is requested where relevant to the service or an applicable obligation.

3.2. Verification of an organisation may require a register extract, constitutional documents, information about directors, an ownership chart, representatives' identity documents and evidence of their authority.

The Company assesses whether documents are sufficient, taking into account the jurisdiction of registration and the availability of official sources.

3.3. The Company may request information about the transaction's purpose, the intended use of services and the source of particular funds or digital assets.

Where risk is elevated, information about the source of wealth may also be required: the economic activities or circumstances through which the customer's assets were accumulated.

3.4. Evidence of source of funds may include records of income, asset sales, business activities, inheritance, distributions or the acquisition history of digital assets.

The required documents depend on the circumstances of the transaction. Customers are not required to provide all these types of documents at once.

3.5. A request must be proportionate to the verification purpose. Where a requested document is objectively unavailable, the customer may explain why and offer alternative evidence. The Company assesses whether that evidence reliably establishes the necessary facts.

4 Payment instruments and wallets

4.1. The customer must have lawful authority to dispose of the funds and digital assets used in a transaction. The Company may verify the relationship between the customer, payer, payment instrument holder and recipient of performance.

A third-party payment requires prior agreement where specified in the payment terms.

4.2. Control of a wallet may be established through a technically available method specified by the Company or through relevant records establishing the customer's entitlement and the authority of the person executing the transaction. No private key or recovery phrase is required.

Proof of control of an address does not, by itself, establish the holder's identity or the lawful origin of all assets at that address.

4.3. Where a representative executes an instruction, verification concerns both the customer's entitlement and the representative's authority. A transaction signed by a representative is not recorded as the customer's personal wallet signature. An individual ledger does not replace identity and source checks required for the transaction.

4.4. The Company does not request a customer's seed phrase or private key. Disclosure of such information is not an acceptable method of completing KYC.

4.5. A digital asset transfer may require information about the sender, recipient and their service provider where needed to comply with applicable information transmission rules.

Inability to obtain mandatory information may prevent a transfer even after the customer's identity has been verified.

5 Conducting and updating verification

5.1. The Company compares the information supplied with documents and available reliable sources. Where inconsistencies are identified, it requests clarification before deciding on the affected transaction.

Customers must provide accurate information and must not alter documents in a way that misrepresents their contents.

5.2. Additional checks may be required following a material change in transaction volume or nature, a change of owner or representative, changes to payment details, expiry of a document or reasonable doubts about information previously supplied.

5.3. Customers must report changes affecting their identity, authority, beneficial ownership, sanctions status or eligibility for a service without undue delay and before the next transaction for which that information is material.

5.4. A customer's status as a politically exposed person, or a family or close business relationship with such a person, may require additional assessment. Such status does not, by itself, establish wrongdoing or automatically justify an allegation of unlawful activity.

5.5. Verification may include clarification of an unusual transaction or a departure from the stated nature of the customer's activities. The Company assesses the circumstances as a whole; an isolated technical indicator or unverified publication should not automatically be treated as a proven violation.

6 Sanctions restrictions

6.1. The Company complies with sanctions binding upon it. Transaction assessment considers the applicable legal regime, the persons involved, ownership and control, territory, type of service and payment route.

Restrictions affecting a particular payment channel may differ from a prohibition on serving the customer generally.

6.2. A name match against a sanctions list requires examination of additional identifiers where permitted by the circumstances and the law. The customer may provide information distinguishing them from another person.

6.3. A prohibition may extend beyond a specifically listed person to an organisation they control or a transaction conducted for their benefit, where provided for by the applicable regime.

Using an intermediary or a different wallet does not remove that prohibition.

6.4. Where a mandatory legal basis exists, the Company applies the measure required by law, including declining a transaction, freezing assets or reporting to a competent authority.

Written approval by a Company employee does not override a statutory prohibition.

7 Decisions and their consequences

7.1. Following verification, the Company may confirm eligibility, request further information, restrict a particular function, defer execution or decline a transaction.

The decision must correspond to the identified grounds and affect transactions only to the extent necessary to address those grounds or comply with the law.

7.2. Where further information is needed to complete verification, the customer is informed, through an available lawful channel, of the request and the consequences of not providing it.

A failure to respond does not constitute an admission of wrongdoing.

7.3. A restriction pending verification and mandatory asset freezing have different grounds. The Company records the measure applied and reviews it as circumstances change. Verification must not be used to delay performance indefinitely without a continuing basis.

7.4. To the extent permitted by law, the customer receives notice of the decision and the available next steps. The Company may be required not to disclose certain information, including the existence or contents of a report to a competent authority.

7.5. Declining a new transaction, terminating services or closing an account does not automatically extinguish existing monetary claims, confiscate HRPT or cancel an obligation to return assets.

Settlement and returns are performed under the applicable agreement, subject to lawful restrictions. Where a return is temporarily prohibited, that prohibition alone does not discharge the corresponding obligation.

7.6. Verification does not, by itself, create a penalty or special unblocking fee. Any expenses payable must have an independent lawful and contractual basis.

7.7. Where account access is restricted, the Company provides a legally permissible means of obtaining necessary information about existing obligations and submitting an enquiry. An interface restriction must not deprive a customer of the ability to assert a claim.

8 Document submission and information protection

8.1. Documentary verification uses the secure procedure specifically identified to the customer. Exceptionally, email submission is permitted only following prior instructions identifying the designated address and protection arrangements. A referral partner's request or a general support email is not such an instruction.

8.2. Identity documents should not be sent to referral partners, public chats or in reply to an ordinary automated email. Assistance with registration does not authorise a partner to collect KYC documents on the Company’s behalf.

8.3. Selfies, video verification, facial matching and liveness checks are not introduced by this notice. Before any such method is used, the customer receives information about the procedure and data processing, and the Company establishes the necessary legal basis.

8.4. Access to verification materials is granted to authorised persons within their responsibilities. Disclosure to an external service provider or competent authority requires an appropriate basis and compliance with data protection requirements.

8.5. Processing purposes, recipient categories, international transfers, retention periods and customer rights are described in the Homeunity Privacy Notice, HU-P10.

Documents are not retained indefinitely merely because they were once used for verification. However, account closure or an erasure request does not override retention required by law.

9 Correcting information and reviewing decisions

9.1. Customers may report an error, provide explanations or request a decision review. The request should identify the account or transaction and the circumstances the customer believes were not taken into account.

Identity documents must be submitted only through a channel designated for that purpose.

9.2. Where an automated check identifies a match, inconsistency or heightened risk, its result may require assessment by an authorised employee.

A solely automated decision with significant consequences is permitted only subject to applicable legal conditions. Required notice, an opportunity to express a view and human review must be provided.

9.3. A review must be substantive: the reviewer assesses new information and has authority to change an erroneous decision. Repeating the previous result without considering the explanations provided is not a substitute for review.

9.4. Review cannot override a mandatory prohibition or permit disclosure of information that must remain confidential. Otherwise, the Company communicates the outcome and next steps to the extent necessary for the customer to understand their position.

9.5. Requesting review does not restrict the customer’s right to apply to a competent authority or court.

10 Contacts and versions

10.1. Verification and eligibility enquiries may be submitted through the account support channel or in writing to:

Fuchs Treuhand AG
Morgartenstrasse 3
6003 Lucerne
Switzerland

Requests to correct personal data or review decisions connected with its processing: **privacy@homeunity.io**.

10.2. The Company provides the current notice before applying new procedures affecting a customer. A change in legal requirements may require additional checks of existing relationships.

10.3. Updating this notice does not retrospectively change the price of an executed transaction, an accrued amount or the agreed settlement procedure. Mandatory law prevails.