CashXChain

Compliance

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This is the entry point to everything CashXChain publishes about financial crime, sanctions, data protection and security. It says where we sit in the regulatory picture, who is accountable, and which document answers which question. It is a disclosure, not a term of the Terms of Service.

1. Where we sit

1.1 CashXChain UG (haftungsbeschränkt) operates the technology and orchestration layer. It is not an obliged entity (Verpflichteter) within the meaning of § 2 GwG ↗, has no direct reporting obligation under § 43 GwG ↗, and no freezing obligation under § 46 GwG ↗.

1.2 The regulated steps — converting between official currency and stablecoin, holding funds, and executing the payment, transfer or exchange — are performed by licensed Partner institutions under their own licences. The statutory anti-money-laundering, sanctions and transfer-information obligations attach to those Partners, inside their own regulatory perimeter.

1.3 Who those Partners are, and what each is licensed to do, is on Regulatory Status & Partner Disclosure. What CashXChain itself holds is on Licenses & Registrations.

1.4 We describe our position accurately and do not claim regulated status we do not have. Where a document in this Legal Center could be read as claiming otherwise, this page governs the reading.

2. Who is accountable

Function	Person or address
Money Laundering Reporting Officer (MLRO)	Dr. Martin Israel, Managing Director — compliance@cashxchain.com
Deputy MLRO	To be designated if and when we become an obliged entity, or as the company grows
Data protection contact	privacy@cashxchain.com. No data protection officer is required; the assessment is in clause 14 of the Privacy Policy
Security and vulnerability reports	security@cashxchain.com, under Responsible Disclosure
Complaints	complaints@cashxchain.com, under the Complaints Procedure

2.1 We appointed an MLRO although no statute requires us to. It is the person who owns financial-crime risk internally, and the escalation point for anything a member of staff, a customer or a Partner raises.

3. What the programme covers

Area	Where it is described
Anti-money-laundering posture, standards and controls	Public AML Statement
Sanctions screening and what we do on a match	Public Sanctions Statement
Business and beneficial-owner verification	KYC / KYB Notice
Information that must accompany a transfer	Travel Rule Notice
Businesses and countries we will not serve	Prohibited & Restricted Businesses
What customers may and may not do	Acceptable Use Policy
Conflicts of interest	Conflicts-of-Interest Disclosure
Security controls	Security Statement
How we handle an incident or a data breach	Incident Notification Policy
Crypto-asset and settlement risk	Crypto-Asset Risk Warnings
Energy and environmental profile of settlement	Environmental Disclosure

4. Voluntary reporting

4.1 CashXChain is not a Verpflichteter under § 2 GwG ↗ and owes no report to a financial intelligence unit.

4.2 We reserve the right to report voluntarily to competent authorities where we identify indicators of money laundering, terrorism financing, sanctions evasion, fraud or other serious criminal activity. This includes criminal complaints under § 158 StPO ↗ and voluntary suspicious-activity reports under § 261 (8) StGB ↗. We do so in good faith and independently of any regulatory obligation, and we do not need a customer's agreement to do it.

4.3 We also alert the relevant Partner, which is the obliged entity and which makes any report it owes under its own obligations.

4.4 Where the tipping-off prohibition in § 47 GwG ↗ or an equivalent rule applies, neither we nor the Partner may tell you that a report has been made or that an investigation is under way. Do not read the absence of a notice as the absence of a report.

4.5 Holding or freezing funds is not something we can do. Funds sit with a licensed Partner, and any hold is that Partner's decision under its own obligations. What we can do is contractual: restrict access, decline instructions, and close accounts, under clause 24 of the Terms of Service.

5. What we expect of customers

5.1 Complete and current information about your business, its ownership and its control, and prompt notice when any of it changes.

5.2 Accurate originator and beneficiary information on every instruction, no structuring around thresholds or monitoring, and no use of the platform for an undisclosed third party.

5.3 Cooperation with information requests from us, from a Partner, or from an authority acting through us.

5.4 The full obligations are in clauses 8 and 14 of the Terms of Service and in the Acceptable Use Policy.

6. Raising something with us

6.1 Suspected financial crime, or a question about whether a use is permitted: compliance@cashxchain.com.

6.2 A security vulnerability: security@cashxchain.com, on the terms in Responsible Disclosure. We do not pursue researchers who follow it.

6.3 A complaint about the service or a decision we took: the Complaints Procedure sets out the timescales and names the competent authority if you remain dissatisfied.

6.4 A concern raised in confidence, including by a member of our own staff, can go to compliance@cashxchain.com and reaches the MLRO. We do not retaliate against anyone who raises a concern in good faith.

7. Review

We review this page and the documents it points to at least annually, and sooner where the law, our Partners or our services change. Every revision is recorded in the Versioned Terms Archive & Change Log.