

**Terms of Use of *aml.plus* Platform
(in effect since 13 September 2024)**

1. Terms used

- 1.1. Rates and Charges – the rates and charges of using the Platform and its services, approved by the Company and available on the Company's website.
- 1.2. Client – an individual or legal entity registered in the Platform as a Client.
- 1.3. Client's Counterparty – a potential/existing client and/or potential/existing business partner of the Client.
- 1.4. Client's User – anyone registered in the Platform as the Client's User. There are two categories of Client's Users: a) Client's principal user who is being registered simultaneously with creation of the User's Profile (each Client may have only one principal Client's User), and b) Client's additional user, who shall be registered upon the Client's request, who is approved by the Company.
- 1.5. User's Profile – a profile created in the Platform for each Client after registration.
- 1.6. Agreement – an agreement concluded between the Company and the Client about using the Platform, which consists of the Client's registration form in the Platform, these Terms of Use, and amendments to the said documents.
- 1.7. AML/CTPF Law – Law of the Republic of Latvia "On Prevention of Money Laundering and Terrorism and Proliferation Financing.
- 1.8. Terms of Use – the terms of use of this Platform.
- 1.9. Personal Data – any information regarding the identified or identifiable individual.
- 1.10. Platform – *aml.plus* web platform for information and document upload and processing, for preparing identification and due diligence questionnaires of Client's Counterparties and persons related to them and for preparing documents related to the performed due diligence and reviews through which the Client can carry out due diligence of Client's Counterparties and persons related to them, check them in sanctions lists (an in-built tool for automated checking for matches free of charge in publicly available sanctions lists on the following websites: <https://sankcijas.fid.gov.lv/> (sanctions of the Republic of Latvia, the EU and the UN) <https://sanctionssearch.ofac.treas.gov> (U.S. OFAC sanctions), <https://sanctionssearchapp.ofsi.hmtreasury.gov.uk> (sanctions of the United Kingdom of Great Britain and Northern Ireland), <https://drs.nsd.gov.ua/> (Ukraine's sanctions), carry out checking of the Client's transactions in order to find out, whether it has signs of a suspicious transaction, and record the results of the due diligence and reviews done.
- 1.11. Party/Parties – the Company and the Client separately/together.
- 1.12. Company – LLC "Regulatīvās Tehnoloģijas", unified registration No. 40203311340, legal address: 14-3 Elizabetes St., LV-1010.
- 1.13. Company's Website – <https://aml.plus>.
- 1.14. Sanctions Law – Law On International Sanctions and National Sanctions of the Republic of Latvia.
- 1.15. General Data Protection Regulation – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.16. Singular (upon necessity) includes plural and vice versa.

2. General Provisions

- 2.1. Terms of Use provide the procedure of using the Platform and are binding to all Clients and Client's Users. Client's Users should follow the same obligations that are binding to the Client in accordance with the Terms of Use. Each Client is obligated to ensure that all Client's Users follow the provisions of these Terms of Use.
- 2.2. Company's rights to this Platform, its content and tools are protected by the regulatory enactments of the Republic of Latvia, applicable regulations of the European Union and the international treaties binding to the Republic of Latvia.
- 2.3. Use of the Platform is related to the Client's economic activity. The Parties understand and agree that in the relationships existing between the Parties regarding the use of the Platform, the Client – an individual – shall not be considered a consumer.
- 2.4. The platform does not provide the ability to exchange information obtained during and/or as a result of the due diligence and/or review of the Client's counterparties and related persons, nor does it provide the ability to exchange information obtained during and/or as a result of the Client's transaction review. The platform is not considered a joint client due diligence tool.
- 2.5. The Agreement shall enter into effect at the moment of registering the Client, The Agreement is concluded for an indefinite period of time.

3. Rights and obligations of the Parties

- 3.1. The Client and Client's User is obligated to use the Platform in accordance with the Agreement, and the instructions provided in the Platform.
- 3.2. An individual and a legal entity willing to use the Platform should register as a Client in accordance with the procedures provided by the Company. An individual willing to become a Client should be at least 18 years old. After the registration, the User's Profile is created and the Client's principal user is registered (the Client shall be registered as the Client's principal user), and the notification on the Client's registration is sent to the Client on the email indicated in the User's profile.
- 3.3. The Client is entitled to apply for registration of their employee as Client's additional User. In order to apply for registering Client's additional user, the Client should submit an application to the Company in writing in

- accordance with the procedures provided by the Company. If the Company accepts the Client's application about registration of the person as Client's additional User, the Company shall carry out registration of the Client's additional User. The Company is entitled to deny registration for any particular person to become the Client's additional User. The Company is not obligated to inform the person about the reasons of denied application.
- 3.4. The Client is obligated to provide full, true and precise information about the Client and the Client's user. The Client shall bear full responsibility for the information and documents provided to the Company, for the information entered in the Platform and the documents uploaded therein, including their veracity, precision and completeness, for compliance of the derived documents to their original copies, for that the information and documents uploaded to the Platform reflect the actual economic activity of the Client, Client's Counterparties and persons related to them, as well as for the compliance of the said information and documents with the requirements of the applicable regulatory enactments. The Client hereby confirms that all the information and documents provided by the Client, Client's User and Client's Counterparties is true, precise and complete. The Company is entitled to rely on that all of the information and documents submitted by the Client and/or Client's User and/or Client's Counterparty is true, precise and complete.
 - 3.5. The Company is entitled to request and the Client shall upon the request of the Company immediately provide the information and documents that are necessary for providing the services requested by the Client and/or necessary for the Company to fulfil the duties imposed by the regulatory enactments, including, but not limited to information and documents necessary for performing due diligence of the Client. The Company is entitled to request information and certifications about the lawfulness and correctness of the current operation of the Client, as well as the Company is entitled to suspend execution of obligations provided by the Agreement without any negative consequences until the sufficient amount of information and certifications are provided.
 - 3.6. The Client shall immediately inform the Company about any errors and/or imprecisions in the provided information and/or documents or about the reasons due to which the Company should not rely on the information and/or documents submitted by the Client, the Client's User, and Client's Counterparties, as well as the Client shall immediately inform the Company about the amendments made in the initially submitted documents and information.
 - 3.7. The Client and the Client's User is obligated to implement the appropriate technical and organisational measures in order to ensure safe access to the Platform from the devices used by the Client and the Client's User. The Client and the Client's User shall be obligated to ensure safe storage and secrecy of their access data to the Platform and avoid disclosing it to any third parties. In case the Client and/or Client's User have suspicions that their password has become known to any third party, the Client/Client's User should immediately change the password.
 - 3.8. The Client is aware of and agrees to that the Client's User is granted access to the User's Profile and according to the extent of the granted rights has access to information and documents uploaded in the Platform using the User's Profile, as well as the Client is aware of and agrees to that the Client's User is entitled to perform actions in the Platform in accordance with the extent of rights granted to them. The Client shall not bring any complaints and/or claims in this regard against the Company.
 - 3.9. The Client bears full responsibility for all their actions in the Platform, including, but not limited to for all Client's actions, for all actions of Client's User, as well as for all actions of third parties if they access the Platform using the access data of the Client/Client's User. The Company shall not be obligated to check whether the person using the Platform as the Client or as the Client's User is actually the Client or the Client's User.
 - 3.10. The Client and the Client's User are entitled to use the Platform for the following purposes: for performing due diligence of Client's Counterparties and persons related to them and checking for matches in sanctions lists, checking the Client's transaction with the purpose of determining, whether the transaction has signs of a suspicious transaction, for documenting the results of the due diligence and the check. The Platform allows entering/adding information and documents only regarding the Client's documents, Client's Counterparties and the persons related to them and conditions describing their operation. The Client and the Client's User are prohibited to use the Platform for other purposes, including, but not limited to using it for due diligence and sanctions list checks of persons who are not Client's Counterparties or persons related to them.
 - 3.11. Upon performing due diligence of the Client's transaction, Client's Counterparties and persons related to them, checking for matches in sanctions lists, documenting the results of the due diligence and matches, the Client and the Client's User are obligated to follow the requirements of the Client's internal control system, the AML/CTPF Law, Sanctions Law and other applicable regulatory enactments.
 - 3.12. The Client and the Client's User are prohibited to carry out actions that may lead to malfunction of the Platform, compromise its operation and the data safety.
 - 3.13. The Client and the Client's User are prohibited to access the software data and codes of the Platform, and/or introduce any changes in them, as well as it is prohibited to perform reversed engineering of the Platform, its decompilation, disassembly, deconstruction and/or other reconfigurations.
 - 3.14. The Client and the Client's User are prohibited to carry out any actions aimed at full or partial copying, reproduction of the Platform, gathering, summarizing, obtaining, compilation, distribution and disclosure of information and materials available on the Platform to third parties.
 - 3.15. The Client is entitled to submit the identification and due diligence questionnaires of the Client's Counterparties and persons related to them, generated by the Platform, results of such due diligence and verifications of the Client's Counterparties and related persons, results of the Client's transaction verification to competent organisations upon request.
 - 3.16. By submitting a request in writing to the Company, the Client is entitled to request blocking of access for the existing Client's User to the Client's profile or change the Client's User. If the Company accepts the request of the Client, the Company shall carry out registration of the changes applied for by the Client.
 - 3.17. The Client and the Client's User shall immediately inform the Company about the problems arising in the course of using the Platform by sending a notification to the Company's email help@aml.plus.

- 3.18. The Company is entitled to perform improvements and/or changes in the Platform, including, but not limited to for the purposes of adjusting it in accordance with the amendments of the regulatory enactments. The Company shall do everything in its power in order to ensure that the changes are introduced in the Platform within 3 (three) months after the adoption of the amendments of/new regulatory enactments to comply with the requirements of the regulatory enactments. The Company shall not be obligated to coordinate with the Client the changes and/or improvements in the Platform.
- 3.19. The Company shall do everything in its power to ensure availability of the Platform through the Company's website 24/7. However, the Client is aware and agrees that the Platform and the tools (any of them) therein may be unavailable/down upon occurrence of any of the following circumstances:
- 3.19.1. If circumstances beyond the power of the Company occur, including but not limited to communication or electricity interruptions, interruptions or technical issues in operation of the virtual data centre/server the Platform is hosted on, any of the registers, sanctions lists, databases or information portals, with which the Platform is connected, or there are outages or technical issues in connection to those, other technical interruptions;
- 3.19.2. If there are changes and/or improvements performed in the Platform;
- 3.19.3. If there are any technical problems in the operation of the Platform that are not related to the circumstances mentioned in clause 3.19.1 or 3.19.2.
- 3.20. The Company shall not bear responsibility for interruptions in/unavailability of the operation of the Platform and its tools caused by any of the circumstances listed in clause 3.19 of the Terms of Use, and the Client shall not bring any complaints and/or lodge claims against the Company in this regard.
- 3.21. If there are any problems of technical nature in the operation of the Platform not related with the circumstances mentioned in clauses 3.19.1 and 3.19.2 of these Terms of Use, the Company shall do everything in its power in order to eliminate those technical problems in the Platform's operation within 5 (five) business days. In case the problem cannot be resolved within the deadline set forth in this clause due to the nature of those problems, the Company shall inform the Client about it through the website. The Client consents with the procedure of elimination of the problem in the Platform's operation described in this clause and shall not bring complaints and/or claims against the Company in this regard.
- 3.22. The Company shall exercise prudence and use the technical solutions available to it to carefully save and store the information and uploaded documents saved by the User in their profile. The preservation of this information and documents is carried out during the validity of the Agreement, as well as until the maturity of the term specified in clause 5.8 of these Terms of Use.
- 3.23. The Company ensures creating of backup copies of the Platform's data once a day and storing it for 7 (seven) calendar days after creating it. In case if due to technical problems with the Platform any information previously saved in the User's profile is lost, the Client shall immediately inform the Company about it. If it is technically possible and there were no more than 7 (seven) calendar days passed since the information was lost, the Company shall do everything in its power in order to restore the information that was saved in the User's profile at the moment when the last backup copy of the Platform's data was created before the information was lost. The Client hereby consents with such procedure of restoration of information and shall not bring complaints and/or claims against the Company in this regard.
- 3.24. The Company is entitled to set forth requirements regarding the documents to be uploaded to the Platform, including but not limited to requirements regarding their content, format, and volume, as well as requirements about the content and volume of the information to be uploaded to the Platform. The Client and the Client's User are obligated to follow these requirements of the Company.
- 3.25. The Client and the Client's User are prohibited to download, add and/or store on the Platform any information and documents that:
- 3.25.1. Contain computer viruses and/or may harm the operation and/or security of the Platform and/or any other software and/or computer and/or smartphone and/or other equipment; and/or
- 3.25.2. Anyhow infringe and/or violates other person's property rights and/or copyrights and/or related rights and/or rights to industrial property and/or other intellectual property rights; and/or
- 3.25.3. Anyhow injure other person's honour and dignity and/or reputation and/or rights to privacy; and/or
- 3.25.4. Contains false and/or misleading information; and/or
- 3.25.5. Does not comply with the purposes of use of the Platform and/or requirements the Company has set forth in accordance with clause 3.24 of the Terms of Use; and/or
- 3.25.6. Contains propaganda of violence and/or war propaganda, and/or is of indecent, unethical and/or immoral nature and/or information that is prohibited by the regulatory enactments of the Republic of Latvia.
- 3.26. The Company has the right to request the Client to delete information and/or documents that are subject to the prohibition specified in clause 3.25 of the Terms of Use by sending a request to the Client's email address provided in the User profile. The Client is obliged to delete this information and/or documents no later than 3 (three) business days after receiving the Company's request, unless the Company's request specifies a different deadline for deletion. If the Client has not deleted the information and/or documents within the deadline specified in this clause or in the Company's request, the Company has the right to delete the information and/or documents. The Client confirms that they agree to this procedure for deleting information and documents and undertakes not to raise any claims and/or demands against the Company in this regard.
- 3.27. Upon their request, the Client may be provided enhanced due diligence and other services. the Company is entitled to engage third parties for rendering these services. The terms of providing such services depend on the nature and level of complexity of the service requested by the Client, and usually those shall be provided within five business days after the Company receives Client's consent regarding the volume of remuneration for the service. If the service requested by the Client requires longer term to be completed, the Client shall be informed about it. the services are provided based on the information and documents submitted by the Client. The term of providing the service may be extended if the Client fails to provide all the required documents and/or information

- within the set term. Providing the service may be suspended until the Client submits explanations and/or information and/or documents lacking for providing a quality service to the Client.
- 3.28. The Parties are aware of that the regulatory enactments on money laundering and terrorism and proliferation financing prevention and prevention of sanctions violations are subject to frequent amendments, resulting in frequent changes in their interpretation, as well as often regulatory enactments do not provide clear and unambiguous interpretation for their application, and there is a limited amount of available precedents that could help with the interpretation of the regulatory enactments. Therefore, upon rendering the services, the Company shall at all times be guided by its current perception of the interpretation of the effective regulatory enactments. The Company and the persons engaged by the Company for rendering services shall not bear responsibility for the consequences incurred if a regulatory enactment or its interpretation has been amended in retrospective, or it is amended after the service had already been provided.
 - 3.29. The Client is aware of and agrees to that the Company has access to the information and documents uploaded to the Platform through User's profile. The Company shall not disclose this information to any third parties without obtaining the Client's consent in writing, except cases and in the procedure provided in the Agreement and the effective regulatory enactments.
 - 3.30. The Parties agree that upon ordering a service the Client agrees to that the Company's employees engaged in provision of the service, as well as the persons the Company is engaging in providing the service (should such be engaged) are granted access to the information and documents uploaded to the Platform through the User's profile. The Client shall not bring any complaints and/or claims against the Company in this regard.
 - 3.31. If a competent institution is requesting to provide information about the Client, the Client's User, about the documents uploaded to the Platform and/or information added in the Platform, the Company is entitled to provide the competent institution with the information and documents it requested.

4. Payment procedure for using the Platform

- 4.1. The fee for the use of the Platform is set in accordance with the Rates and Charges effective at the moment of payment.
- 4.2. The Company is entitled to amend the Rates and Charges unilaterally. The Client hereby agrees that the Company is entitled to amend the Rates and Charges unilaterally. The Company shall inform the Clients about the amendments in the Rates and Charges by publishing the new version of the Rates and Charges on the Company's website 5 (five) calendar days before it enters into effect. The new remuneration rates shall be applicable from the moment the new version of the Rates and Charges enters into effect.
- 4.3. The Company may set the number of questionnaires/check-ups, entering or carrying out which would be free of charge. The free questionnaires/check-ups should be used before making the first payment for the use of the Platform.
- 4.4. The Client shall pay for the use of the Platform via any of the means of payment provided in the Platform. The Client shall bear responsibility for ensuring the availability of sufficient funds at the moment of making the payment and the payment is actually done.
- 4.5. The Client shall pay for the use of the Platform on the basis of subscription principle in advance. In accordance with the Client's chosen subscription plan, the Client's subscription payment should be automatically made on the day of subscribing to the Platform, except the cases, when the payment should be done on 29th February or on 31st day of the month, but the given month does not have such date; in this case the automated payment for the next subscription period is to be made on the last but one day. In case the automated payment does not happen due to any reasons, the Company shall inform the Client about it by sending a notification to the Client's email address indicated in the User's profile, and the Client should immediately make the payment.
- 4.6. The Client is entitled to cancel their subscription at any time, following the instructions available in the Platform. In case of cancelling the subscription, it shall remain valid until the end of the paid-up subscription period, and the fee paid by the Client shall not be refunded.
- 4.7. In case the Client fails to pay the fee for the use of the Platform (including, but not limited to if the Client has cancelled the subscription and has not resumed it until the end of the paid-up subscription period or due to any reason the payment did not take place), the functionality of the Platform available to the Client and the Client's User shall be limited, allowing the Client and the Client's User only to log in to the User's profile, view the existing data and make the payment for the use of the Platform, but denying the use of the functions of the Platform. The Client is obligated to make the payment for the use of the Platform not later than within 30 (thirty) calendar days after the functionality of the Platform had been limited. If the client has made the payment for the use of the Platform within the term specified in this article, the functionality of the Platform shall be restored for the Client and the Client's User.
- 4.8. The Parties agree that the bills issued by the Company shall be available in the User's profile. The Company's bills shall be uploaded to the User's profile after the Client makes the payment for the use of the Platform. The Company's bills are prepared electronically and are valid without signature.

5. Termination of the Agreement

- 5.1. The Client is entitled to terminate the Agreement unilaterally by sending a notification to the Company in writing:
 - 5.1.1. 2 (two) calendar days in advance before the amendments to the Terms of Use enter into effect, if the Client is terminating the Agreement due to not agreeing with the amendments of the Terms of Use;
 - 5.1.2. 30 (thirty) days in advance – an any other cases.
- 5.2. In cases provided in clause 5.1 of the Agreement, the Client shall have 1 (one) month from the date of submitting a notification to the Company about termination of the Agreement to download all of the Client's information and documents from the User's profile. After this term the Agreement shall be deemed terminated and the Company

shall block access for the Client and Client's User to the User's profile and delete the User's profile with the information and documents therein, except the data of the Client that are necessary to the Company for the purposes of protection of its interests (those shall be stored for the time period mentioned in clause 5.8. of these Terms of Use).

- 5.3. In case the Agreement is terminated upon the Client's initiative, the Client shall lose the fee paid to the Company for the use of the Platform in full amount and the Company is not entitled to refund it to the Client.
- 5.4. The Company is entitled to block the access for the Client and the Client's User to the User's profile and immediately terminate the Agreement unilaterally if the Company finds that any of the following circumstances occurs:
 - 5.4.1. The Client and/or the Client's User has submitted false information;
 - 5.4.2. The Client and/or the Client's User has violated clause 3.10, or clause 3.12, or clause 3.13, or clause 3.14, clause 3.15 or other clause of the Terms of Use, violation of which is considered material by the Company;
 - 5.4.3. The Client allows for default of the payment for the use of the Platform for more than 30 (thirty) calendar days.
 - 5.4.4. Upon using the functions offered by the Platform, the Client and/or the Client's User has carried out or attempted to carry out illegal actions;
 - 5.4.5. The Company has suspicions about that the Client and/or Client's User and/or person related with the Client are related to money laundering (or attempts to do that) and/or terrorism financing (or attempts to do that) and/or proliferation financing (or attempt to do that);
 - 5.4.6. Regarding the Client or persons related to it there are international or national sanctions imposed or sanctions set by a member-state of the European Union or NATO having material impact on interests of the financial and capital market, or there are other circumstances, which according to justified judgement of the Company are significant and have negative impact on the fulfilment of the Agreement or the Company's ability to fulfil the obligations undertaken with the Agreement, or the Company becomes aware of that the Client has failed to communicate information to the Company, which according to the justified judgement of the Company has material impact on the fulfilment of Company's obligations arising from the Agreement.After the Company blocks the access for the Client and the Client's User to the User profile and terminates the Agreement unilaterally, the Company shall inform the Client about it by sending a notification to the Client's email address indicated in the User's profile.
- 5.5. The Company is entitled to terminate the Agreement without any reason, having sent a notification to the Client about it via Client's email indicated in the User's profile 30 (thirty) calendar days in advance. On the day of termination of the Agreement, the access to the User's profile shall be blocked for the Client's and the Client's User.
- 5.6. In case Company terminates the Agreement based on the provisions of clause 5.5 of these Terms of Use before the paid-up subscription period ends, from the paid amount the Company shall withhold a part corresponding to the period of use of the Platform until the termination of the Agreement and shall refund the remaining part to the Client unless the Parties agree otherwise.
- 5.7. In case the Company terminates the Agreement in relation to the occurrence of any of the circumstances stipulated in clause 5.4 of these Terms of Use, the Client shall lose the fee paid to the Company for the use of the Platform in full, and the Company shall not be obligated to refund it to the Client.
- 5.8. In case the Agreement is being terminated upon the initiative of the Company, the Company upon its own discretion allows 1 (one) month for the Client to download all the Client's information and documents left in the User's profile after the termination of the Agreement, or sends them to the Client's email address indicated in the User's profile within the term specified in this clause. The Company shall delete the User's profile with the information and documents therein, except the data of the Client that are necessary to the Company for the purposes of protection of its interests. These data will be preserved as long as it is necessary for the protection of interests of the Company. The Client hereby consents and irrevocably authorises the Company to store the information and documents stored in the User's profile for the term specified in this clause.
- 5.9. The Client is obligated to settle accounts in full for the use of the Platform that are still due on the day of termination of the Agreement, having made the payment in the amount and by the deadline specified in the invoice issued by the Company. Termination of the Agreement does not release the Client from the payment obligations due under the Agreement.
- 5.10. Blocking access to the User's profile means also blocking access to the Platform.

6. Responsibility and force majeure

- 6.1. For failure to fulfil or improper fulfilment of the obligations undertaken with this Agreement the Parties shall be liable in accordance with the procedure and to the extent provided in this Agreement and the regulatory enactments of the Republic of Latvia.
- 6.2. The extent of the Company's liability regarding the failure to fulfil or improper fulfilment of the obligations undertaken with this Agreement shall not exceed the direct losses actually caused to the Clients due to the Company's fault, and in any case cannot exceed the amount of fee for the use of the Platform received by the Company from the Client for the use of the Platform for the last 3 (three) months before the occurrence of the grounds for the Client's claim. The Client is not entitled to demand compensation of losses if the Client has outstanding invoices for the use of the Platform.
- 6.3. The Company shall not bear responsibility for the timely and quality execution of the duties provided in the Agreement if the Client or the Client's User fails to execute their duties provided in the Agreement.
- 6.4. Use of the Platform does not release the Client from the liability provided in the regulatory enactments for the Client's operation in accordance with the requirements of AML/CTPF Law, Sanctions Law and other applicable

- regulatory enactments. The Client shall be responsible for following all the requirements of AML/CTPF Law, Sanctions Law and other applicable regulatory enactments the Client is subject to.
- 6.5. The Company disclaims all warranties and/or assurances regarding the suitability of the Platform to the needs of the Client and the Client's User, regarding that it is sufficient to use the Platform in order for the Client to execute all the requirements that the Client might be obligated to follow to comply with AML/CTPF Law, Sanctions Law, and other applicable regulatory enactments, regarding the satisfactory outcome of the use of the Platform, regarding economic, financial or other results that the Client or the Client's User may face in the result of the use of the Platform, as well as regarding that the Platform does not contain any errors of technical nature and shall operate without interruptions. The information provided in the Platform has only informative nature; it is not adjusted to the needs of the particular Client and Client's User, and it in no way and under no circumstances is deemed to be a binding definition of regulatory enactments and/or circumstances.
 - 6.6. The Company shall not bear responsibility for the information received from the sanctions lists, databases, registers and information portals with which the Platform has a connection, including but not limited to, the Company shall not bear responsibility for the correctness, veracity, precision, relevance, and completeness of this information, as well as the Company shall not be responsible for the losses that may occur in the result of use of this information. The Company does not provide any warranties and/or assurances regarding the availability of the sanctions lists, databases, registers, information portals and shall not bear responsibility for their operation.
 - 6.7. The Company shall not bear responsibility for the content of information and documents uploaded to the Platform through the User's profile or the link created for the Client, as well as the Company shall not bear responsibility for the veracity of the information transmitted using the tools of the Platform and the compliance of such information with the requirements of regulatory enactments. The Client is aware that the function of the information transmission tools available in the Platform is solely transmission of information to the necessary system; these tools do not analyse the correctness of the information itself and its compliance with the actual situation, Client's internal control system and the requirements of applicable regulatory enactments. The results of using the Platform, including, but not limited to the results of Client's transaction check perform using the tools of the Platform, the results of due diligence of Client's Counterparties and persons related to them performed using the Platform's tools and the results of check for matches in sanctions lists using the Platform tools have solely informative nature. The Company shall not bear responsibility for the correctness, veracity, precision, relevance and completeness of the results of the use of the Platform. **The** Client is obliged to independently process all results from the use of the Platform (including, but not limited to, information found with the Platform's tools regarding the match of the Client's person under review with sanction list(s), results of the due diligence of the Client's counterparties and related persons using the Platform's tools, and results of the Client's transaction checks using the Platform's tools) and independently verify the accuracy of each result, its compliance with the actual situation, and the Client's internal control system, as well as with the requirements of the AML Law, the Sanctions Law, and other applicable legal regulations.
 - 6.8. The Company shall not bear responsibility for the Client's User's actions and/or failure to act and losses incurred by the Client due to the Client's User's actions and/or failure to act. The Client shall bear full responsibility for the Client's User's actions and/or failure to act.
 - 6.9. The Company shall not bear responsibility for indirect losses, unintentional losses, lost profit and other losses of such type, for the fines imposed on the Client (including, but not limited to for the warnings received, imposed fines, pecuniary penalties), for the losses incurred by the Clients from the services, including if the services were provided based on the information and/or documents provided by the Client, Client's User or Client's Counterparty, as well as for the losses incurred due to that a third party accessing the Platform and/or any results of the use of the Platform.
 - 6.10. The Company shall not bear responsibility against third parties to whom the results of using the Platform were submitted or became otherwise available (including but not limited to generated due diligence results, results of check for matches in sanctions lists, transaction check results), for any direct, indirect or any other losses incurred due to use of or inability to use the results of the use of the Platform.
 - 6.11. The Client shall compensate to the Company in full all of the losses and costs (including but not limited to costs of receiving legal help, internal time input costs) incurred due to the Client's and/or Client's User's activities and/or failure to act.
 - 6.12. None of the Parties shall be held liable for full or partial failure to fulfil their contractual obligations under this Agreement if such was caused by the force majeure circumstances, including, but not limited to natural disasters, fire, hostilities, acts of terror, riots, strikes, pandemics, adoption of new requirements of regulatory enactments that impede, restrict or prohibit fulfilment of the obligations provided by the Law, and other similar events that have direct impact on the fulfilment of the obligations undertaken with this Agreement and the occurrence of which was impossible to neither predict, nor prevent. The Party that is unable to fulfil their contractual obligations due to force majeure circumstances is obligated to notify the other Party about it in writing not later than within 5 (five) calendar days from the moment of occurrence of the force majeure circumstances. Upon the occurrence of the force majeure circumstances the deadlines for execution of the obligations undertaken with the Agreement shall accordingly be postponed for the time period of presence of the force majeure circumstances.
 - 6.13. The Client is entitled to submit a complaint to the Company in writing regarding the services provided by the Company to the Client not later than within 5 (five) calendar days from the moment the Client has detected the deficiencies or they reasonably should have detected, and in no circumstances later than 6 (six) months after receiving the said services. The Client's complaint should provide grounds for the complaint. The Company shall review the Client's complaint within 1 (one) month after receiving it.

7. Personal data processing

- 7.1. The Client consents and confirms that the Company is allowed to process the Personal Data uploaded to the Platform and the Personal Data received from the Client, the Client's User, sanctions lists, databases, registers and information portals with the aim of carrying out identification of the Client, their representative, and Client's User, to conclude Agreement and to fulfil it, to grant access to the Platform for the Client and the Client's User, to ensure operation of the Platform's tools, to provide services to the Client (to carry out Personal Data processing in the course of rendering the service), to execute the duties provided for the Company by the regulatory enactments, to inform the Client about the amendments in the Terms of Use, and the Rates and Charges, to inform the Client about improvements and changes in the Platform. The Client hereby agrees that the Company is entitled to carry out all and any actions with the Personal Data that are necessary or desirable to be done in order to achieve any of the purposes listed in this clause, including, but not limited to: Personal Data gathering, systemization, accumulation, storage, specifying (updating and correcting), use, distribution (including transmission), sending outside the Republic of Latvia, anonymization, blocking, destroying, as well as performing any other actions with the Personal Data in accordance with the effective regulatory enactments. The Client hereby authorises the Company to disclose the Personal Data to the following data receivers: advisors and service providers of the Company (legal and tax advisors, IT service providers, hosting service providers, accounting service providers, auditors, data processing agents, who carry out Personal Data processing on behalf of the Company etc.), sanctions lists, registers, databases and information portals with which the Platform is connected, competent authorities, as well as the Client hereby consents that these data receivers are entitled to process all of the Personal Data in accordance with the requirements of applicable regulatory enactments. The Client hereby confirms that they have read and understood the Privacy Policy provided on the Company's website and agree with the terms and conditions of it.
- 7.2. The Company is processing Personal Data in accordance with the requirements of the General Data Protection Regulation. The Company is processing the Personal Data in the amount necessary to achieve any of the purposes listed in clause 7.1 of these Terms of Use. Personal Data processing is being carried out no longer than it is reasonably necessary for the purposes of the said Personal Data processing. The term of storage of Personal Data is set in accordance with the applicable regulatory enactments or the legitimate interests of the Company.
- 7.3. If the Client is data subject, then the Client, having submitted a request to the Company in writing, is entitled to be familiarised with their Personal Data at Company's disposal, request correcting, deleting, limiting the processing of them, is entitled to revoke their consent and object against the processing of the Client's Personal Data by the Company, as well as has the right to transferability of their Personal Data. The said rights are ensured by the Company, following the requirements of the General Data Protection Regulation for exercising these rights.
- 7.4. The Client is entitled to file a complaint about the Personal Data processing performed by the Company to the Data State Inspectorate (contact information of the Data State Inspectorate is available on its website www.dvi.gov.lv).
- 7.5. In terms of Personal Data processing performed in the course of provision of services by the Company, the Client is deemed data administrator, while the Company – data processor. On the basis of separate legal grounds, the Company is entitled to independently process the Personal Data as an administrator for the certain purposes of the Company, which are not subject to the terms and conditions of this Agreement and the Client's as administrator's requirements and liability (in such cases the Company in any circumstances maintains confidentiality regarding the Personal Data processing operations performed by the Client).
- 7.6. The Client hereby confirms that:
 - 7.6.1. Upon using the Company's services, the Client shall be processing the Personal Data in accordance with the requirements of the applicable regulatory enactments and the Client has legal grounds for such Personal Data processing;
 - 7.6.2. The Client is entitled to process the Personal Data and disclose them to the Company (including all of the contractors engaged by the Company);
 - 7.6.3. The Client shall bear responsibility for the precision, relevance, integrity, content and legality of the Personal Data submitted to the Company and uploaded to the Platform;
 - 7.6.4. The Client has fulfilled their duties to provide the necessary information to data subjects in relation to the Personal Data processing if such is necessary in accordance with the requirements of the applicable regulatory enactments.
- 7.7. The Client shall immediately inform the Company if the Client considers processing of Personal Data under the Agreement unsafe or unacceptable, as well as the Client shall immediately inform the Company if the processing of Personal Data for fulfilment of the duties undertaken with the Agreement is related to special or increased risk (increased probability of privacy violation).
- 7.8. The Parties ensure that the persons involved in the processing (including the employees and representatives of the Parties) shall maintain confidentiality or they are obligated to maintain confidentiality by law. This provision remains in force also after the termination of the Agreement. The Client shall also ensure that no information made known to them regarding the operation of the Company or the data protection measures applied by the Company is disclosed.
- 7.9. If the Client as a Personal Data administrator asks the Company as a processor for information about the security solutions, documentation or other types of information regarding the Company's procedures of personal data processing and such request exceeds the standard information provided by the Company and causes additional labour efforts to the Company, the Company can apply additional charges to the Client for such additional services. The Company is entitled to refuse providing information that contains commercial secret and is not directly related to ensuring Personal Data protection in the course of fulfilment of the Agreement, as well as in cases it concerns information of other clients and data subjects and protection of such information.

7.10. The Parties are aware of that in accordance with Article 5.2. of the AML/CTPF Law, all subjects of AML/CTPF Law do not provide information to data subject about the data processing carried out under the AML/CTPF Law in the field of money laundering and terrorism and proliferation financing, except publicly available data. If it is necessary for preparing the reply for a data subject or concerns the operation of the Company, the Client shall inform the Company about the received request from the data subject regarding the Personal Data processing conducted in the course of fulfilment of the Agreement.

8. Applicable regulatory enactments and settlement of disputes

- 8.1. The relationships of the Parties regarding this Agreement shall be subject to the regulatory enactments of the Republic of Latvia.
- 8.2. The Parties agree to solve any disputes, disagreements or claims arising from this Agreement through negotiations, however, if the agreement cannot be reached through negotiations, the disputes, disagreements and claims shall be taken to the court of general jurisdiction of the Republic of Latvia for settlement in accordance with the regulatory enactments of the Republic of Latvia.

9. Other provisions

- 9.1. The Company is entitled to unilaterally amend these Terms of Use, having informed the Client about it through an announcement on the Company's website 5 (five) calendar days before the amendments to the Terms of Use (the new version of the Terms of Use) enter into effect. If the Client does not agree with the amendments of the Terms of Use, the Client is entitled to withdraw from the Agreement unilaterally, having sent a notification to the Company in writing within the deadline provided in clause 5.1.1 of these Terms of Use. If on the day the amendments to the Terms of Use enter into effect the Company has not received a notification from the Client about withdrawing from the Agreement, it is assumed that the Client has agreed with the amendments of the Terms of Use (the new version of the Terms of Use). The amendments to the Terms of Use (the new version) are applicable and binding to the Client and the Client's User from the moment they enter into effect.
- 9.2. If one or several clauses of the Terms of Use are not applicable or invalid, that shall not affect the validity of other clauses of the Terms of Use, and the unapplicable or invalid clause of the Terms of Use shall be replaced with another one that fits the purpose of the Parties, the regulation that was provided by the replaced clause as close as possible to the extent allowed by the applicable law.
- 9.3. The Company and the third parties who are the holders or owners of intellectual property shall maintain all the rights to the intellectual property of such persons, and using the Platform and the services shall not constitute such property rights for the Client. Upon using the Platform and the services, the Client is entitled to use the appropriate intellectual property objects to the extent it arises from the type of the received services and the terms and conditions of the Agreement. The Company is entitled to use their intellectual property rights to their own discretion without any limitations.
- 9.4. The Client cannot assign their rights and/or obligations arising from the Agreement to any third party without the consent of the Company in writing.
- 9.5. The notifications and other documents submitted personally to the Party shall be deemed delivered on the day they were issued to the addressee (the receiving Party) against signature. The notifications and documents sent via post office shall be deemed delivered on 7th (seventh) calendar day after submitting them to the post office, which is certified by the post office receipt about accepting registered mail for delivery (the notifications by the Company to the Client shall be sent to the Client's address indicated in the User's profile; the Client's notifications to the Company shall be sent to the Company's legal address). The notifications and other documents sent by email shall be deemed delivered on the following business day after sending them (the notifications by the Company to the Client shall be sent to the Client's email address indicated in the User's profile; the Client's notifications to the Company shall be sent to the Company's email address help@aml.plus).