

aml.plus platform terms of use

(effective from 20 January 2025)

1. Terms used

- 1.1. Price List - the price list for the use of the Platform and services approved by the Company and published on the Company's website.
- 1.2. Customer - the natural person or legal entity that has registered as a Customer on the Platform.
- 1.3. Client Counterparty - the Client's prospective/current client and/or prospective/current counterparty.
- 1.4. Client User - a person registered on the Platform as a Client User. There are two categories of Client Users: a) a Client Primary User, which is registered at the same time as the User Profile is created (each Client may have only one Client Primary User) and b) an Additional Client User, which is registered at the Client's request and accepted by the Company.
- 1.5. User Profile - the profile that is created for each Customer on the Platform after registration.
- 1.6. Agreement - the agreement between the Company and the Client regarding the use of the Platform, consisting of the forms filled in by the Client during registration, the confirmations and consents provided by the Client, these Terms and amendments thereto.
- 1.7. Regulatory enactments in the field of ML/TFN - laws, rules, regulations and other regulatory enactments that regulate the area of prevention of money laundering and financing of terrorism and proliferation, but not to, requirements for prevention of money laundering and financing of terrorism and proliferation, measures and actions to be taken to prevent money laundering and financing of terrorism and proliferation, liability for infringements.
- 1.8. Terms - these Terms of Use of the Platform.
- 1.9. Personal data - any information relating to an identified or identifiable natural person.
- 1.10. Platform - online *aml.plus* platform for entering and processing information and documents, for the preparation of identification and research questionnaires for the Client's counterparties and related persons and for the preparation of documents related to the research and checks carried out, with the tools of which the Client can conduct research on the Client's counterparties and related persons, check sanctions lists (tool for automatic checking of free publicly available sanctions lists available on the following websites: <https://sankcijas>, - online *aml.plus* platform for entering and processing information and documents, for the preparation of identification and research questionnaires for the Client's counterparties and related persons and for the preparation of documents related to the research and checks carried out. fid.gov.lv (Republic of Latvia, EU, UN sanctions), <https://sanctionssearch.ofac.treas.gov> (US OFAC sanctions), <https://sanctionssearchapp.ofsi.hmtreasury.gov.uk> (UK sanctions), <https://drs.nsd.gov.ua/> (Ukraine sanctions)), perform media analysis, conduct a review of the Client's transaction to determine whether it has the characteristics of a suspicious transaction, document the results of the research and review.
- 1.11. Parties / Party - the Company and the Client together / .
- 1.12. The Company - SIA "Regulatīvās Tehnoloģijas", single registration No 40203311340, registered office at Elizabetes street 14 - 3, Riga, LV-1010.
- 1.13. The Company's website is <https://aml.plus>.
- 1.14. Regulatory enactments in the field of sanctions - laws, rules, regulations, resolutions, decisions and other regulatory enactments regulating the field of sanctions, including, but not limited to, sanctions, the procedure for their introduction, enforcement, application, amendment and revocation, and liability for infringements.
- 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. The singular will (by necessity) include the plural and vice versa; a feminine noun will (by necessity) include the masculine and vice versa.

2. General rules

- 2.1. The Terms set out the procedures for use of the Platform and are binding on all Clients and Client Users. Customer Users shall be subject to the obligations as Customers under the Terms. Each Client shall ensure that all Client Users comply with these Terms and the requirements set out herein.
- 2.2. The rights of the public to the Platform, its content and tools are protected by the laws and regulations of the Republic of Latvia, applicable laws and regulations of the European Union and international treaties binding on the Republic of Latvia.
- 2.3. The use of the Platform is related to the Client's business activity. The Parties acknowledge and agree that in the relationship existing between the Parties in connection with the use of the Platform, the Client, a natural person, shall not be deemed to be a consumer.

- 2.4. The Platform does not provide the possibility to exchange information obtained as a result of research and/or verification of the Client's counterparties and related parties, nor does it provide the possibility to exchange information obtained as a result of media analysis and verification of the Client's transaction. The Platform shall not be deemed to be a joint research tool for the Client.
- 2.5. The Contract shall enter into force upon registration of the Client and shall be concluded for an indefinite period.

3. Rights and Obligations of the Parties

- 3.1. The Client and the Client's User shall use the Platform in accordance with the Agreement and the instructions on the Platform.
- 3.2. Natural persons and legal entities wishing to use the Platform must register as a Customer in accordance with the procedures set out by the Company. A natural person wishing to register as a Customer must be at least 18 years old. Upon registration, a User Profile shall be created and the Client's primary user shall be registered (the Client shall be registered as the Client's primary user) and a Client Registration Notification shall be sent to the Client's email address specified in the User Profile.
- 3.3. The Client has the right to request the registration of an employee as an additional user of the Client. In order to apply for registration as an additional user of the Client, the Client must submit a written application to the Company in accordance with the procedures set out by the Company. If the Company accepts the Customer's application for registration of a person as an Additional Customer User, the Company shall register the Additional Customer User. The Company shall have the right to refuse to register a person as an Additional Customer User. The Company shall not be obliged to inform the Customer of the reason for refusal.
- 3.4. The Client is obliged to provide complete, true and accurate information about the Client and the Client's User. The Client assumes full responsibility for the information and documents provided to the Company, for the information entered and documents uploaded to the Platform, including their truthfulness, accuracy and completeness, for the compliance of derivatives of documents with the original documents, for the fact that the information entered and documents uploaded to the Platform reflect the actual economic situation of the Client, the Client's contractors and persons related to them, as well as for the compliance of such information and documents with the requirements of the applicable laws and regulations. The Client confirms that all information and documents provided by the Client, the Client User and the Client's counterparties are true, accurate and complete. The Company shall be entitled to rely on all information and documents provided by the Client and/or the Client User and/or the Client's counterparty to be true, accurate and complete.
- 3.5. The Company shall be entitled to request and the Client undertakes to provide to the Company promptly upon the Company's request the information and documents requested by the Company which necessary for the provision of the services requested by the Client and/or for the performance of the Company's obligations imposed by regulatory enactments, including but not limited to the information and documents necessary for the Client's research. The Company shall have the right to request information and evidence as to the legality and correctness of the actions instructed by the Client, and the Company may suspend the performance of its obligations under the Contract without any negative consequences until sufficient information and evidence is received.
- 3.6. The Client undertakes to notify the Company immediately of any errors and/or inaccuracies in the information and/or documents provided or the reason information and/or provided by the Client, the Client User and the Client's counterparties cannot be relied upon, and to inform the Company immediately of any changes in the documents and information originally provided.
- 3.7. The Client and the Client's User shall implement appropriate technical and organisational measures to ensure secure access to the Platform from the devices by the Client and the Client's User. The Customer and the Customer User shall ensure that their login data to the Platform is securely stored and kept confidential. In the event that the Customer and/or the Customer User suspects that their password has become known to a third party, the Customer/Customer User shall immediately change their password.
- 3.8. The Client acknowledges and agrees that the Client's User is granted access to the User's Profile and, according to the scope of the rights granted to the Client's User, has access to information and documents entered on the Platform using the User's Profile, and acknowledges and agrees that the Client's User has the right to perform actions on the Platform according to the scope of the rights granted to the Client's User. The Customer undertakes not to make any claims and/or demands against the Company in this respect.
- 3.9. The Customer shall be fully responsible for all activities that occur on the Platform, including, but not limited to, all activities performed by the Customer, all performed by the Customer's User, and all activities performed by third parties if they access the Platform using the Customer's/Client's User's login credentials. The Company shall have no obligation to verify whether a person using the Platform as a Customer or as a Customer User is indeed a Customer or a Customer User.
- 3.10. The Client and the Client's User are entitled to use the Platform only for the following purposes: to conduct research on the Client's counterparties and related parties and to check sanctions lists, to conduct media analysis, to conduct a review of the Client's transaction to determine whether the transaction has the characteristics of a suspicious transaction, to document the results of the research and review. Only information and documents about the Client's transactions, the Client's counterparties and related parties and the circumstances of their activities may be entered/added to the Platform. The Client and the Client's User are prohibited from using the Platform for any other purpose, including, but not limited to, the Client and the Client's User are prohibited from using the Platform to research and check sanction lists of persons other than the Client's counterparties or associated persons.
- 3.11. When conducting the Client's transaction review, media analysis, research of the Client's counterparties and persons related to them, checking sanctions lists, documentation of the research and review results, the Client and the Client's user are obliged to comply with the requirements of the Client's internal control system, the requirements of the regulatory enactments governing the area of the Non-AML/CFT applicable to the Client, the requirements of the regulatory enactments governing the area of the Sanctions applicable to the Client.
- 3.12. The Client and the Client's User are prohibited from taking any action that could cause the Platform to malfunction, jeopardise its operation and data security, or circumvent the Platform's technical security features.

- 3.13. The Client and the Client's user are prohibited from accessing and/or making any changes to the Platform's software data and code and reverse engineering, decompiling, disassembling, deconstructing and/or otherwise modifying the Platform.
- 3.14. The Client and the Client's User are prohibited from transferring the connection data to the Platform to another person and/or sharing it with another person, as well as from pledging, encumbering, gifting, selling, alienating, assigning and/or otherwise transferring the right to use the Platform to another person.
- 3.15. The Client and the Client's User are prohibited from copying and/or reproducing the Platform and/or any part thereof, from creating computer software and/or application software with functionality similar to the Platform, and from copying, collecting, compiling, publishing, disclosing, distributing, disposing of and/or transferring information and documents related to and/or available on the Platform to any other person.
- 3.16. The Client and the Client's User are prohibited from modifying, reproducing, publishing, disclosing, distributing, alienating and/or transferring the results of the use of the Platform to another person, except for providing them to a competent authority upon its request.
- 3.17. The Client shall have the right to request, by submitting a written request to the Company, to block an existing Client User from accessing the User Profile or to change the Client User. If the Company accepts the Customer's request, the Company shall register the changes requested by the Customer.
- 3.18. The Client and the Client's User agree to notify the Company immediately of any errors or other problems with the Platform that arise during the use of the Platform by sending a notification to the Company's email address: help@aml.plus.
- 3.19. The Company shall be entitled to make improvements and/or changes to the Platform, including but not limited to changes in laws and regulations. The Company undertakes to take such actions as it may deem necessary to ensure that changes are made to the Platform within 3 (three) months of the announcement of the amendments/new laws and regulations to ensure that the Platform is updated to reflect the changes in laws and regulations. The Company shall not be obliged to coordinate with the Client the changes and/or improvements to the Platform.
- 3.20. The Company undertakes to take such steps as are reasonably necessary to ensure that the Platform is available via the Company's website on a 24/7 basis. However, the Customer acknowledges and agrees that the Platform and the tools contained therein (any of them) may be unavailable/non-functional upon the occurrence of any of the circumstances set out below:
 - 3.20.1. the occurrence of a circumstance beyond the control of the Company, , but not limited to, communication failures, power failures, interruptions, failures or technical problems in the operation of the virtual data centre/server hosting the Platform, failure of any of the registries, sanctions lists, databases or information portals to which the Platform is connected or interruptions, failures or technical problems in the connection thereto, interruptions, malfunctions or technical problems in the operation of artificial intelligence, malfunctions caused by the Client, the Client's User and/or a third party's action or inaction, settings in the Client's and/or the Client's User's IT infrastructure that prevent the Client from connecting to and/or using the Platform (any of its tools), technical problems in the Client's and/or the Client's User's IT infrastructure, other technical malfunctions;
 - 3.20.2. if improvements and/or changes are made to the Platform;
 - 3.20.3. in the event of technical problems with the operation of the Platform which are not related to the circumstances set out in Clause 3.20.1 or Clause 3.20.2 of the Terms.
- 3.21. The Company shall not be liable for any failure/unavailability of Platform and its tools, or Client's and/or the Client's User's inability to connect to and/or use the Platform due to the occurrence of any of the circumstances set out in Clause 3.20 of the Terms, and the Client undertakes not to make any claims and/or demands against the Company in this regard.
- 3.22. In the event of technical problems with the Platform, which are not related to the circumstances specified in Clause 3.20.1 or Clause 3.20.2 of the Terms, the Company undertakes to take such actions as it may deem necessary to remedy such technical problems with the Platform within 5 (five) Business Days. In the event that, due to the nature of such problems, it is not possible to remedy them within the period set out in this clause, the Company shall inform the Client thereof on the Company's website. The Customer confirms that it agrees to the procedure for remedying technical problems with the Platform set out in this clause and undertakes not to make any claims and/or demands against the Company in this respect.
- 3.23. The Company undertakes to take care of the storage of the information and documents stored in the User's profile with the care and technical solutions available to it. The storage of this information and documents shall be carried out during the term of the Agreement and until the expiry of the period specified in Clause 5.8 of the Terms and Conditions.
- 3.24. The Company shall ensure that a backup copy of the Platform Data is created once a day and stored for 7 (seven) calendar days from the moment of its creation. In the event that, due to technical problems with the Platform, information stored in the User's profile is lost, the Customer undertakes to notify the Company immediately. If it is technically feasible and 7 (seven) calendar days have not elapsed since the information was lost, the Company undertakes to take such actions as it deems necessary to ensure that the information stored in the User Profile at the time of the last backup of the Platform data before the information was lost can be restored. The Customer confirms that it agrees to such procedure for restoring the information and undertakes not to make any claims and/or demands against the Company in this respect.
- 3.25. The Company shall be entitled to determine the requirements for documents to be uploaded to the Platform, , but not to, the requirements for their content, formats and scope, as well as the requirements for the content of information to be entered into the Platform and

volume. The Company shall have the right to set limits on the number of persons to be examined, the number of transactions to be examined and the number of links to be analysed. The Client and the Client's User are obliged to comply with these requirements of the Company.

- 3.26. The Client and the Client's User are prohibited from downloading, entering and/or storing on the Platform information and documents :
- 3.26.1. contains a computer virus 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 device; and/or
 - 3.26.2. in any way infringes and/or violates another person's proprietary rights and/or copyright and/or related rights and/or industrial property rights and/or other intellectual property rights; and/or
 - 3.26.3. in any way affects the honour and/or dignity and/or reputation and/or the right to privacy another person; and/or
 - 3.26.4. contains false and/or misleading information; and/or
 - 3.26.5. does not comply with the purposes for which the Platform is to be used and/or the requirements set out in the Terms and/or based on requirements set out in the Terms; and/or
 - 3.26.6. contains propaganda of violence and/or propaganda of war and/or information of an indecent, unethical and/or immoral nature and/or information prohibited by the laws and regulations of the Republic of Latvia.
- 3.27. The Company shall have the right to request the Customer to delete the information and/or document subject to the prohibition set out in Clause 3.26 of the Terms and Conditions by sending a request to the Customer's e-mail address specified in the User Profile. The Customer shall delete such information and/or document no later than within 3 (three) business days after receipt of the Company's request, unless the Company's request specifies a different deadline for its deletion. If the Customer fails to delete the information and/or document within the time limit set out in this clause or in the Company's request, the Company shall be entitled to delete the information and/or document. The Customer confirms that it agrees to such deletion information and documents and undertakes not to make any claims and/or demands against the Company in this respect.
- 3.28. Due and other services may be provided at the Client's request. The Company shall be entitled to engage third parties to provide these services. The timelines for the provision of these services depend on the nature and complexity the service requested by the Client and will normally be provided within five working days of the Company receiving the Client's acceptance of the amount of the fee for the relevant service. If a longer period is specified for a service requested by the Client, the Client shall be so informed. Services shall be provided on the basis of the information and documents provided by the Client. The time limit for the provision of the service may be extended in the event that the Client does not provide all requested documents and/or information within the time limit set for their submission. The provision of the Service may be suspended until the Client provides an explanation and/or the information and/or documents required for the provision of a quality service.
- 3.29. The Parties are aware that the laws and regulations governing the prevention of money laundering and the financing of terrorism and proliferation and the prevention of sanctions violations are subject to frequent change and, as a result their interpretation often changes, and that the laws and regulations often do not provide a clear and unambiguous interpretation of their application and the available precedents that could assist in the interpretation of the laws and regulations are limited in scope. As a result, the Company will always rely on its current understanding of the interpretation of applicable laws and regulations in providing its services. The Company and persons engaged by the Company to provide services shall not be liable for the consequences of any retrospective change in the law or its interpretation or any change after the relevant service has been provided.
- 3.30. The Customer acknowledges and agrees that the Company has access to the information and documents into the Platform through the User Profile. The Company undertakes not to disclose this information to third parties without the Client's written consent, except in the cases and in the manner provided for in the Agreement and applicable laws and regulations.
- 3.31. The Parties agree that by ordering the Service, the Customer agrees that the Company's employees involved in the provision of the Service, as as persons engaged by the Company to provide the Service (if any), have access to the information and documents entered into the Platform through the User Profile. The Customer undertakes not to make any claims and/or demands against the Company in this respect.
- 3.32. If information about the Client, the Client's User, documents posted on the Platform and/or information entered on the Platform is requested by a competent authority, the Company shall be entitled to provide the competent authority with the information and documents requested by the competent authority.

4. Payment procedure for using the platform

- 4.1. The fees for using the Platform shall be determined in accordance with the Price List in force at the time of payment.
- 4.2. The Company shall have the right to change the Price List unilaterally. The Customer confirms that it agrees that the Company is entitled to change the Price List unilaterally. The Company shall inform the Customers about amendments to the Price List by publishing the new version of the Price List on the Company's website 5 (five) calendar days prior to its entry into force. The new remuneration amounts shall be applicable from the date of entry into force of the new version of the Price List.
- 4.3. The number of questionnaires/checks/links that are free of charge to administer/conduct/analyse may be determined by the company. The free questionnaires/checks/links must be used before the first payment for the use of the Platform.

- 4.4. The Customer shall pay for the use of the Platform using the payment method specified on the Platform. It is the Customer's responsibility to ensure that it has sufficient funds available to make the relevant payment and that the relevant payment is made.
- 4.5. The Customer shall pay for the use of the Platform on a subscription basis in the form of a prepaid subscription. If the Customer wishes to have a number of Links analysed as part of the media analysis that exceeds the number of Links included in the subscription to the Platform selected by the Customer, the Customer shall, in addition to the Platform subscription fee, pay on a prepaid basis for the number of Links that exceeds the number of Links included in the subscription to the Platform selected by the Customer (in which case the Customer shall comply with the limits set by the Company as to the minimum and maximum number of Links that may be purchased).
- 4.6. If the Customer chooses a monthly subscription to the Platform, the subscription period for the Platform shall be one month and the Customer's subscription payment shall be made on a monthly basis. If the Customer chooses an annual subscription to the Platform, then the subscription period for the Platform shall be 12 (twelve) months and the Customer's subscription payment shall be made in the first month of each subscription period. According to the Platform subscription chosen by the Customer, the Customer's subscription payment is automatically due on the date corresponding to the of execution of the Platform subscription, except in the case where payment would be due on 29 February or on the 31st of the month but there is no such date in that month, in which case the automatic payment is due on the preceding date. In the event that for any reason the automatic payment does not take place, the Company shall notify the Customer by sending a notification to the Customer's email address provided in the User Profile and the Customer shall promptly make the payment.
- 4.7. The Customer may cancel its subscription to the Platform at any time by following the instructions on the Platform. In the event of cancellation, the Platform subscription shall remain valid until the end of the paid subscription period and the fees paid for it shall not be refunded to the Customer.
- 4.8. In the event that the Customer has not paid for the use of the Platform (, but not limited to, if the Customer has cancelled the subscription to the Platform and has not renewed it by the end of the paid subscription period, or for any reason payment is not made), the functionality of the Platform available to the Customer and the Customer's User shall be limited to allowing the Customer and the Customer's User to log into the User's profile, view the data in the User's profile and pay for the use of the Platform, excluding the use of other features of the Platform. The Customer is obliged to pay for the use of the Platform no later than 30 (thirty) calendar days after the date of restriction of the Platform functionality. If the Customer has made payment for the use of the Platform within the period set out in this clause, the functionality of the Platform available to the Customer and the Customer's User shall be restored.
- 4.9. The Parties agree that the Company's invoices are available in the User's profile. The Company's invoices shall be posted to the User's profile after the Customer has paid for the use of the Platform. The Company's invoices are in electronic form and are valid without signature.

5. Termination of the Agreement

- 5.1. The Client shall have the right to terminate the Agreement unilaterally by giving written notice to the Company:
 - 5.1.1. 2 (two) calendar days before the amendment of the Terms comes into force, if the Client terminates the Agreement due to Client's disagreement with the amendment of the Terms;
 - 5.1.2. 30 (thirty) calendar days in advance in other .
- 5.2. In the cases referred to in Clause 5.1 of the Terms and Conditions, the Client shall have the right to download the Client's information and documents from the User Profile within 1 (one) month from the date of submission of the notice of termination of the Agreement to the Company. Upon expiry of this period, the Agreement shall be deemed terminated and the Company shall block the Client's and the Client's User's access to the User Profile and delete the User Profile together with the information and documents contained therein, except for the Client Data necessary for the Company to protect its interests (which shall be stored for the period specified in Clause 5.8 of the Terms and Conditions).
- 5.3. In the event that the Agreement is terminated at the Client's initiative, the Client shall forfeit the full amount of the fees paid to the Company for the use of the Platform and the Company shall have no obligation to refund the same to the Client.
- 5.4. The Company shall have the right to immediately block the Client's and the Client's User's access to the User Profile and to immediately terminate the Agreement unilaterally if the Company has determined that any of the circumstances set out below have occurred:
 - 5.4.1. The Customer and/or the Customer User has provided false information;
 - 5.4.2. the Customer and/or the Customer User has breached Clause 3.10 or Clause 3.12 or Clause 3.13 or Clause 3.14 or Clause 3.15 or Clause 3.16 or Clause 3.26 or any other Clause of the Terms which the Company considers to be a material breach;
 - 5.4.3. The Client is more than 30 (thirty) calendar days in arrears in the payment of the fees for the use of the Platform;
 - 5.4.4. The Customer and/or a User of the Customer has committed or attempted to commit an illegal act while using the Platform;
 - 5.4.5. The Company suspects that the Client and/or the Client's User and/or a person related to the Client is involved in money laundering (or attempted money laundering) and/or terrorist financing (or attempted terrorist financing) and/or proliferation financing (or attempted proliferation financing);
 - 5.4.6. the Client or a related person is subject to international or national sanctions or significant financial market interest sanctions of a Member State of the European Union or the North Atlantic Treaty Organisation

sanctions imposed by a Member State, or other circumstances exist or arise which, in the reasonable judgment of the Company, materially and adversely affect the performance of the Contract or the Company's ability to perform its obligations under the Contract, or the Company becomes aware that the Client has not disclosed to the Company information which, in the reasonable judgment of the Company, materially affects the performance of the Company's obligations under the Contract.

After the Company has blocked the Client's and the Client's User's access to the User Profile and unilaterally terminated the Agreement, the Company shall notify the Client by sending a notification to the Client's e-mail address indicated in the User Profile.

- 5.5. The Company shall have the right to unilaterally terminate the Agreement without any reason by sending a 30 (thirty) calendar days prior notice to the Client to the Client's e-mail address indicated in the User Profile. On the date of termination, access to the User Profile shall be blocked for the Client and the Client's User.
- 5.6. In the event that the Company terminates the Agreement in accordance with Clause 5.5 of the Terms and Conditions before the end of the period for which the Platform Fee has been paid and/or before the Customer has used the number of Links for which the Customer paid in addition to the Platform Subscription Fee, the Company shall withhold from the fees received the amount corresponding to the period of use of the Platform prior to termination and/or the amount corresponding to the fee for the number of Links used by the Customer and shall refund the remainder of the fees to the Customer.
- 5.7. In the event that the Company terminates the Agreement due to the occurrence of any of the circumstances set out in Clause 5.4 of the Terms, the Customer shall forfeit the full amount of the fees paid to the Company for the use of the Platform and the Company shall have no obligation to refund the same to the Customer.
- 5.8. In the event that the Agreement is terminated at the Company's initiative, the Company shall, at its sole discretion, grant the Client the right within 1 (one) month after termination of the Agreement, download the Client's information and documents from the User Profile or send them to the Client at the Client's e-mail address indicated in the User Profile within the time limit set out in this clause. Upon expiry of this period, the Company shall delete the User Profile together with the information and documents contained therein, except for Customer Data necessary for the Company to protect its interests. Such data shall be kept for as long as is necessary for the protection of the Company's interests. The Customer agrees and irrevocably authorises the Company to store the information and documents contained in the User Profile for the period set out in this paragraph.
- 5.9. The Customer shall be to pay in full for the use of the Platform that is unpaid as at the date of termination of the Agreement by making payment in the amount and within the time specified in the Company's invoice. Termination of the Agreement shall not relieve the Customer from making payments due under the Agreement.
- 5.10. Blocking access to a User's profile also means blocking access to the Platform.

6. Liability and force majeure

- 6.1. The Parties shall be liable for non-performance or improper performance of their obligations under the Contract in the manner and to the extent provided for in the Contract and in the laws and regulations of the of Latvia.
- 6.2. The amount of the Company's liability in connection with the non-performance or improper performance of its obligations under the Agreement shall not exceed the direct damages actually suffered by the Client due to the Company's fault, but in any event shall not exceed the amount of the fees 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 prior to the moment the Client's cause of action arose. The Client shall not be entitled to claim damages if the Client has not paid for the use of the Platform.
- 6.3. The Company shall not be liable for the timely and qualitative performance of the obligations under the Contract if the Customer or the Customer's User fails to perform the obligations under the Contract.
- 6.4. Use of the Platform does not relieve the Client from the responsibility provided for by the laws and regulations for the performance of the Client's activities in accordance with the requirements of the laws and regulations applicable to the Client. The Client is responsible for compliance with all requirements of the laws and regulations applicable to the Client, including the laws and regulations governing the area of AML/CFT and the laws and regulations governing the area of Sanctions.
- 6.5. The platform is provided "as is". The Company makes no warranties and/or representations as to the compliance of the Platform with the Client's and the Client's user's expectations, that the use of the Platform is sufficient for the Client to comply with any requirements that the Client may be required to comply with the laws and regulations governing AML/CFT and the laws and regulations governing Sanctions, the satisfactory outcome of the use of the Platform, the economic, financial or other results that may be obtained by the Client and the Client's user as a result of the use of the Platform, and makes no warranties and/or representations that the Platform is error free, defect free or will operate uninterrupted. The information contained in the Platform is for information purposes only, is not tailored to the specific needs of the Client and the Client's user and shall not in any way or under any circumstances be construed as an interpretation of any binding laws, and/or circumstances. The Customer and the Customer User acknowledge the provisions of the Terms and agree to use the Platform "as is".
- 6.6. The Company is not responsible for information obtained from sanctions lists, databases, registries and information portals to which the Platform is connected, nor is it responsible for information obtained through artificial intelligence solutions, , but not to, the Company is not responsible for the accuracy, truthfulness, accuracy, currency and completeness of such information, nor is the Company responsible for any damages that may result from the use of such information. The Company makes no warranties and/or representations as to the availability of, and accepts no responsibility for, the operation of any sanctions lists, databases, registries, information portals and artificial intelligence solutions.
- 6.7. The Company is not responsible for the content of information and documents entered into the Platform using the User Profile or the link created for the Client, nor is the Company responsible for the accuracy and compliance with the requirements of regulatory enactments of the information transferred through the Platform tools. The Customer acknowledges that the use of the tools for transferring information on the Platform

function is only the transfer of information to the relevant system, these tools do not analyse the accuracy and compliance of the information itself with the actual situation, the Client's internal control system and the requirements of the applicable laws and regulations. The results of the use of the Platform, but not limited to the results of the verification of the Client's transaction, the results of the media analysis, the results of the research of the Client's counterparties and their affiliates and the results of the sanctions list check, are for informational purposes only. The Company assumes no responsibility for the correctness, truthfulness, accuracy, timeliness or completeness of the results of the use of the Platform. The Client is obliged to independently process all the results of using the Platform (including, but not limited, the information found by the Platform tools on the match of the Client's verified person with the sanction list(s), the results of the research of the Client's counterparties and related persons carried out by the Platform tools, the results of the verification of the Client's transaction carried out by the Platform tools, information included in the media analysis report) and independently verify the accuracy of each result of using the Platform, compliance with the factual situation and internal control system of the Client, requirements of the laws and regulations applicable to the Client.

- 6.8. The Company shall not be liable for the acts and/or omissions of the Customer User or for any loss suffered by the Customer as a result of the acts and/or omissions of the Customer User. The Customer accepts full responsibility for the acts and/or omissions of the Customer User.
- 6.9. The Company shall not be liable for indirect damages, incidental damages, lost profits and similar damages of this nature, penalties (including but not limited to warnings, fines, forfeitures) imposed on the Client, losses incurred by the Client from the Services, including where the services are provided on the basis information and/or documents provided by the Client, the Client's user or the Client's contractors, as well as for damages arising from third party access to the Platform and/or any results and/or data sent from/to the Platform.
- 6.10. The Company shall not be liable to any third party to whom the results of use of the Platform (, but not limited , generated research results, sanctions list check results, transaction check results, media analysis report) are provided or otherwise become available for any direct, indirect or other damages whatsoever arising out of any use of or inability to use the results of use of the Platform.
- 6.11. The Client undertakes to indemnify the Company in full against all losses and expenses (including, but not limited to, legal fees, internal time costs) incurred as a result of the Client's and/or the Client User's acts and/or omissions.
- 6.12. Neither Party shall be liable for any failure to perform, in whole or in part, its obligations under the Contract caused by a Force Majeure Event, including, but not limited to, natural disasters, fires, acts of war, acts of terrorism, riots, strikes, pandemics, the introduction of new regulatory requirements that complicate, restrict or prohibit performance of its obligations under the Contract, and other similar events that directly affect performance of its obligations under the Contract and that could not have been foreseen or prevented from occurring. A Party that is unable to perform its obligations under the Contract due to a Force Majeure Event shall notify the other Party in writing no later than 5 (five) calendar days after the occurrence of the Force Majeure Event. In the event of force majeure, the time for performance of the obligations under the Contract shall be extended accordingly for the period during which the force majeure exists.
- 6.13. The Client shall have the right to submit to the Company a written claim in respect of the Company's services provided to the Client not later than 5 (five) calendar days after the Client has become aware of the deficiencies or reasonably should have become aware of them and in any event not later than 6 (six) months after the provision of the relevant services. The Customer's complaint must state the grounds for the complaint. The Company undertakes to deal with the Customer's claim within 1 (one) month of receipt.

7. Processing of personal data

- 7.1. The Client does not object and confirms that the Company may process the Personal Data entered on the Platform and Personal Data received from the Client, the Client's User, sanctions lists, databases, registries, online media and information portals for the purpose of identification of the Client, its representative and the Client's User, conclusion and performance of Contract, grant the Client and the Client's user access to the Platform, operate the Platform tools, provide services to the Client (processing Personal Data within the scope of the provision of services), fulfil the obligations imposed on the Company by laws and regulations, inform the Client about changes to the Terms and the Price List, inform the Client about improvements and changes to the Platform. The Customer agrees that the Company is entitled to perform any actions with Personal Data that are necessary or desirable to perform in order to achieve any of the purposes specified in this paragraph, including without limitation: collection, systematization, accumulation, storage, updating (updating and correction), use, distribution (including transfer), transfer outside the Republic of Latvia, anonymization, blocking, destruction, as well as performance of any other actions with Personal Data in accordance with the applicable laws and regulations. The Client authorises the Company to transfer Personal Data to the following recipients: consultants and service providers of the Company (legal and tax consultants, IT service providers, hosting service providers, accounting service providers, payment service providers, auditors, data processors processing Personal Data on behalf of the Company, etc.etc.), artificial intelligence system, sanctions registries, registries, databases and information portals to which the Platform is connected, competent authorities, and the Customer agrees that these data recipients are entitled to process all Personal Data in accordance with the requirements of the applicable laws and regulations. The Customer confirms that it has read the Privacy Policy on the Company's and agrees to the terms contained therein.
- 7.2. The Company processes Personal Data in compliance with the requirements of the General Data Protection Regulation. The Company shall process Personal Data to the extent to achieve any of the purposes set out in Clause 7.1 of the Terms. The processing of Personal Data shall be carried out for no longer than is reasonably necessary for the purposes for which the Personal Data is processed.

The retention periods of personal data are determined on the basis of applicable laws and regulations or the legitimate interests of the Company.

- 7.3. If the Client is a data subject, the Client shall have the right, by submitting a written application to the Company, to inspect his Personal Data held by the Company, to request its rectification, erasure, restriction of processing, to withdraw his consent and object to the Company's processing of his Personal Data, as well as the right to portability of his Personal Data. The Company shall provide the above rights in compliance with the requirements of the General Data Protection Regulation for the exercise of these rights.
- 7.4. The Client has the right to lodge a complaint with the Data Inspectorate (the contact details of the Data Inspectorate are available on its website: www.dvi.gov.lv).
- 7.5. With respect to the processing of Personal Data within the scope of the services provided by the Company, the Client shall be considered the data controller and the Company the data processor. The Company shall have the right, on a separate legal basis, to process Personal Data independently as a controller for purposes specified by the Company, which are not subject to the provisions of this Agreement and the Customer's claims and responsibilities as a controller (in such cases, the Company shall in any event maintain the confidentiality of the processing activities of the Personal Data by the Customer).
- 7.6. The Client confirms that:
 - 7.6.1. The Client processes Personal Data in accordance with the requirements of applicable laws and regulations and the Client has a lawful basis for the processing of such Personal Data when using the Company's services;
 - 7.6.2. The Client shall have the right to process and disclose to the Company (including any subcontractors used by the Company) the relevant Personal Data;
 - 7.6.3. The Customer is responsible for the accuracy, timeliness, integrity, content and legality of the Personal Data provided to the Company and entered into the Platform;
 - 7.6.4. The Client has complied with its obligations to provide the necessary information to data subjects in relation to the processing of Personal Data, if required under applicable laws and regulations.
- 7.7. The Client shall immediately notify the Company if the Client considers the processing of Personal Data for the performance of the Contract to be unsafe or unacceptable, and the Client shall immediately notify the Company if the processing of Personal Data for the performance of the Contract involves a special or increased risk (increased likelihood of a breach of privacy).
- 7.8. The Parties shall ensure that persons involved in the processing (including employees and agents of the Parties) are committed to confidentiality or are under a legal obligation to maintain confidentiality. This provision shall survive termination of the Agreement. The Customer shall also ensure that any information of which it becomes aware concerning the Company's operations, the Platform and the data protection measures applied by the Company is not disclosed.
- 7.9. If the Client, as the controller of the Personal Data, requests the Company, as the processor, for information on security solutions, documentation or other information relating to the Company's processing of Personal Data and such request goes beyond the standard information provided by the Company and creates additional work for the Company, the Company may charge the Client additional fees for such additional services. The Company may refuse to provide information that contains trade secrets and is not directly related to the protection of Personal Data in the performance of the Contract with the Client, as well as in cases where it affects the information of other clients and data subjects and its security.
- 7.10. If it is necessary for the preparation of a response to the data subject or affects the Company's activities, the Client undertakes to inform the Company of a request received from the data subject in relation to the processing of Personal Data carried out in the performance of the Agreement.

8. Applicable laws, regulations and dispute handling

- 8.1. The relations of the Parties in connection with the Agreement shall be governed in accordance with the laws and of the Republic of Latvia.
- 8.2. The Parties agree to settle any dispute, controversy or claim arising out of the Agreement by negotiation, if no agreement is reached by negotiation, the dispute, controversy or claim shall be submitted to a court of general jurisdiction of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia.

9. Other provisions

- 9.1. The Company shall have the right to unilaterally amend these Terms by informing the Client thereof by publication on the Company's website 5 (five) calendar days before the amendment (new version of the Terms) comes into force. If the Customer does not agree with the amendments to the Terms, the Customer shall have the right to unilaterally terminate the Agreement by sending a written notice to the Company within the period set out in Clause 5.1.1 of the Terms. If the Company has not received a notice of termination from the Customer as at the date of the amendment of the Terms and Conditions, the Customer shall be deemed to have agreed to the amendment of the Terms and Conditions (the new version of the Terms and Conditions). The amendments to the Terms (the New Terms) shall be applicable and binding on the Customer and the Customer's User from the date of their entry into force.
- 9.2. If one or more clauses of these Conditions are inapplicable or invalid, the validity of the other clauses shall not be affected and the inapplicable or invalid clause shall be replaced by another clause which is as consistent as possible with the intention of the Parties, to the extent permitted by applicable law, with the regulation which was contained in the replaced clause.
- 9.3. The Company and the relevant third parties holding or owning intellectual property rights retain all rights in their intellectual property and the Customer shall not acquire any proprietary rights therein by using the Platform and the Services. By using the Platform and the Services, the Customer shall be entitled to use the relevant intellectual

property, insofar as this is apparent from the nature of the services received and from the terms of the Contract. The Company may use its intellectual property rights as it sees fit, without any limitation whatsoever.

- 9.4. The Client may not assign its rights and/or obligations under the Contract to a third party without the Company's written consent.
- 9.5. Notices and other documents delivered by hand to the Party concerned shall be deemed to have been received on the date on which they are delivered to the addressee (the Party concerned) against a signed receipt. Notices and other documents sent by post shall be deemed to have been received on the 7th (seventh) calendar day following the day on which they are deposited at a post office, as evidenced by a postal receipt for registered mail (the Company's notice to the Customer shall be sent to the Customer's address indicated in the User Profile, the Customer's notice to the Company shall be sent to the Company's registered office address). Notices and other documents sent by e-mail shall be deemed to have been received on the next business day following the day of their sending (the Company's notice to the Customer shall be sent to the Customer's e-mail address indicated in the User Profile, the Customer's notice to the Company shall be sent to the Company's e-mail address: help@aml.plus).