

COMPLYTRY TERMS OF SERVICE

AGREED TERMS

Your attention is particularly drawn to the provisions of clause 5.2 (Permitted Use) and 11 (Limitation of liability).

1. About us

- 1.1 **Company details.** IVXS UK Limited (company number 08964733), trading as ComplyAdvantage (**we and us**) is a company registered in England and Wales and our registered office is at 86-90 Paul St, London EC2A 4NE, United Kingdom. Our main trading address is Labs House, 15-19 Bloomsbury Way, London WC1A 2TH, United Kingdom.
- 1.2 **Contacting us.** To contact us, email us at support@complyadvantage.com. How to give us formal notice of any matter under the Contract is set out in clause 14.2.

2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Your copy.** You should print off or save a copy of these Terms or save them to your computer for future reference.

3. Definitions

Applicable Law: means as applicable and binding on you, us and/or the Services: (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree; or (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

ComplyAdvantage Data: means all data held within our databases, other than Client Data, that is accessible to you through use of the Services;

Client Data: means data belonging to or provided by you;

Data Protection Legislation: means all laws relating to the processing of personal data, privacy, and security, including without limitation the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws, regulations and regulatory guidance;

Materials: means written documentation and content, verbal, electronic and other information, databases, computer software, Software, designs, drawings, pictures or other images (whether still or moving), the Site, sounds or any other record of any information in any form belonging to us but for the avoidance of doubt not including material belonging to you;

Search Volume: means a total of 5,000 searches that can be made by a company when using the Services. Should there be multiple users from the same company accessing the Services, each user's searches shall be aggregated and subject to the per company total of 5,000 searches;

Site: means our website at ComplyAdvantage.com, or other websites that we choose to operate and provide Services through;

Software: means our data management and manipulation software made available by to you through a web-based interface as part of the Services;

Trademark: means the 'ComplyAdvantage' unregistered trademark and logo and any future registration of either of these marks or any similar mark or branding of ComplyAdvantage or of any group companies or third parties provided or used as a part of these Services or any application for registration anywhere in the world.

4. Access to the Services

4.1 We reserve the right to refuse or revoke access to the Services for any reason, at our complete discretion.

4.2 The Contract between you and us will come into existence when you indicate agreement with these terms prior to access of the Services.

4.3 If you are an employee, contractor, or other member of the workforce, or a representative of, a direct competitor of us or our group, you may not access the Services or Software except with our prior written consent. No access to the Services or Software is permitted for any form of competitive purposes.

5. Our services

5.1 **Services.** On successful registration for an account, you will have access to our screening tool as provided (**Services**). Notwithstanding anything else in this Contract, we provide the Services “AS IS” with no warranty, indemnity, or support and you acknowledge that the Services should not be relied upon in an operational capacity.

5.2 **Permitted Use.** Use of the Services is permitted only for your internal evaluation of the Services as a business compliance tool, in accordance with this Contract, during the Term.

5.3 **Term.** You shall be given access to the Services from the Commencement Date until the earlier of: (a) the date that you purchase Services from us; or (b) termination of this contract pursuant to clause 13.

5.4 We do not warrant that:

- (a) the supply of the Services or use of the Software will be free from interruption;
- (b) ComplyAdvantage Data is accurate, up to date, complete, reliable, useful, fit for purpose or timely;
- (c) ComplyAdvantage Data has been tested for use or suitability by you; or
- (d) the Services will meet any of your statutory obligations.

5.5 Where we provide links from our site or Services to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the availability or content of such other sites or resources and accept no responsibility or liability for them or for any loss or damage that may arise from your use of third-party sites or materials.

5.6 We may change the Services from time to time with no warranty, representation or other commitment given in relation to the continuity of any functionality of the Services

6. Your obligations

6.1 It is your responsibility to ensure that:

- (a) you cooperate with us in all matters relating to the Services;
- (b) you provide us with the information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (c) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the access to the Services is given;
- (d) you do not use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous or menacing;
- (e) you do not use the Services in a manner which infringes the intellectual property, proprietary or personal rights of any third party, including data subjects;
- (f) you do not attempt to gain unauthorised access to the Services, the server on which the Site or Services are stored or any server, computer or database connected to the Site or Services;
- (g) you do not attack the Site or Services via a denial-of-service attack or a distributed or malicious denial-of service attack;
- (h) you do not access the Services or the Site in order to build a product or services which competes with the Services;
- (i) you do not attempt to extract ComplyAdvantage Data in bulk;
- (j) you do not use the ComplyAdvantage Data and Materials, or release any ComplyAdvantage Data or Materials, to third parties except as authorised in writing by ComplyAdvantage or as permitted under this Contract; and
- (k) you do not alter any part of the Services.

6.2 You are solely responsible for all activities that occur under your credentials.

6.3 We may suspend or terminate your access to the Services at any time and for any reason and:

- (a) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our suspension or termination of your access to the Services; and
- (b) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your breach of clauses 6.1 or 6.2.

7. Intellectual property rights

7.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

7.2 We agree to grant you a limited, personal, fully paid-up, worldwide, non-exclusive, royalty-free and non-transferable licence to use the Intellectual Property in the Site, Services and Materials during the term of the Contract in accordance with these Terms. You have no right to copy, translate, reproduce, adapt, reverse engineer, decompile, disassemble, or create derivative works of the Software or the Materials

except as permitted by Applicable Law. Further, you shall have no right to sell, rent, lease, transfer, assign, or sub-licence or otherwise transfer the rights granted in this clause 7.2.

- 7.3 You shall not use any mark or name confusingly similar to the Trademark in respect of any of your services or use the Trademark as part of any corporate business or trading name or style.
- 7.4 If you become aware that any other person, firm or company alleges that the intellectual property in the Site, the Services and/or Materials is invalid or that use of such intellectual property and/or Materials infringes any intellectual property rights of another party, you shall as soon as reasonably possible give to us full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 7.5 We shall have the conduct of all proceedings relating to the intellectual property in the Site, the Services and/or Materials and shall in its sole discretion decide what action if any to take in respect of any matter arising under clause 7.4 or any action to bring any infringement by a third party of such intellectual property to an end. You shall assist us upon request in any proceedings brought by or against us.

8. How we may use your personal information

- 8.1 We will use any personal information you provide to us to:
- (a) provide the Services; and
 - (b) inform you about similar products or services that we provide, but you may choose to stop receiving these at any time by contacting us.
- 8.2 We will process your personal information in accordance with our Privacy Notice, which can be found at: <https://complyadvantage.com/privacy-notice/> and which may be updated from time to time without notice. The Privacy Notice as amended from time to time is incorporated into this Contract.
- 8.3 Each party shall comply with the data processing terms set out in Schedule 1.

9. ComplyAdvantage Data

- 9.1 ComplyAdvantage Data is made available only for your use as part of the Services and must not be made public by you unless required by Applicable Law. By making the ComplyAdvantage Data public or using it other than for the purposes for which it is provided, you may be in breach of Data Protection Legislation. You shall not transfer or access the ComplyAdvantage Data outside of the UK or the European Economic Area except subject to Appropriate Safeguards. You shall indemnify us on demand for any damages or losses incurred by us as a result of or arising from your breach of this clause 9.1.
- 9.2 Should the transfer of ComplyAdvantage Data to you require the execution of Standard Contractual Clauses (“SCCs”) in order to comply with Data Protection Legislation, the SCCs for the transfer of

personal data adopted by Commission Decision 2021/914 shall be deemed to be incorporated into this Contract.

- 9.3 You shall ensure that all ComplyAdvantage Data and Materials are kept secure and shall use appropriate security practices and systems applicable to the use of the ComplyAdvantage Data and Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the ComplyAdvantage Data and the Materials. Such appropriate security practices shall not be of a standard lower than the steps that you take to protect Client Data or Confidential Information of a similar nature.
- 9.4 If you become aware of any misuse of any ComplyAdvantage Data or the Materials, or any security breach in connection with this Contract that could compromise the security or integrity of the ComplyAdvantage Data or the Materials or otherwise adversely affect us or if you learn or suspect that any password or other security feature has been revealed to or obtained by any unauthorised person, you shall, at your expense, promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable.
- 9.5 Your obligations regarding the retention and protection of ComplyAdvantage Data and Materials survive termination of this Contract for any reason.
- 9.6 You understand and acknowledge that:
- (a) ComplyAdvantage gives no opinion and makes no recommendation in relation to persons appearing in the ComplyAdvantage Data; and
 - (b) results derived from your use of the Services should not be used to draw any automatic conclusion, or relied upon in isolation to make a decision, relating to any person flagged or not flagged in the course of your use of the Services.

10. Data Sharing

- 10.1 Depending on the configuration of the Services or, as may be agreed between the parties from time to time, you will share either via the Services or such other means as the parties may agree, the following data for the corresponding uses:
- (a) Data relating to terrorism, criminal and associated suspicious activity – Where you have identified potential terrorist, fraudulent, criminal or associated suspicious activity via the Services, e.g. through blocking a transaction or adding one of its customers or other third parties to a blacklist, you may opt in for us to use the data relating to such activity, including any relevant information relating to a transaction or a customer or other third party, for fraud and crime prevention purposes as part of the Services.
 - (b) **Analytics** – Subject to the terms of the Contract, we may analyse and process both Client Data in order to distil behaviours, trends and patterns (**Analytics**), and the results and learnings of such Analytics. We use these Analytics to improve risk assessments given to clients as part of the

Services, for fraud and crime prevention purposes, and to develop, improve the Services and to produce anonymised or pseudonymised and aggregated statistical reports and research.

- (c) We will use the data relating to the volume and categories of Client Data processed through the Services. We may analyse your login metadata (including IP address, concurrent logins, and similar indicators) for security purposes to monitor your compliance with clause 6.

11. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 This clause 11 sets out our entire financial liability (including any liability for the acts or omissions of its employees, subsidiaries, agents and sub-contractors) to you:

- (a) arising under or in connection with this Contract;
- (b) in respect of any use made by you of the Services, the Software, the Site, the Materials or any part of them; and
- (c) in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

11.2 Except as expressly and specifically provided in this Contract:

- (a) you assume sole responsibility for results obtained from the use of the Services, the Software, the Site, the Materials or any part of them, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by the you in connection with the Services, or any actions taken by us at your direction; and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be limited or excluded under applicable law.

11.4 Subject to clause 11.3, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;

- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

11.5 Subject to clause 11.3, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £1,000.

11.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.7 This clause 11 will survive termination of the Contract.

12. Confidentiality

12.1 We each undertake that we will not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 12.3.

12.2 Confidential information shall not include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
- (b) was in the other party's lawful possession before the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

12.3 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 12; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.4 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

13. Termination, consequences of termination and survival

13.1 **Termination.** Without affecting any other right or remedy available to us, we may terminate this Contract at any time for any reason.

13.2 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so.

13.3 **Consequences of termination.** On termination of the Contract for whatever reason:

- (a) all licences granted under this Contract shall immediately terminate;
- (b) you shall immediately cease using our intellectual property and Materials; and
- (c) you shall return or destroy (or erase from its computer systems) as notified to it in writing by the other party and make no further use of the data, the Materials or any Confidential Information then in its possession, with the exception that each party shall be entitled to retain such Confidential Information then in its possession for legal purposes, subject to ongoing compliance with clause 12.

13.4 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

14. Communications between us

14.1 When we refer to "in writing" in these Terms, this includes email.

14.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

14.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

14.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15. General

15.1 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

15.2 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.3 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.4 **Governing law and jurisdiction.** This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: Data Processing Terms

1. Save with respect to ComplyAdvantage Data, of which we are the controller, the parties agree that you are the controller, and we are the processor in respect of any personal data that is provided by you to us for processing as part of your use of the Services.
2. We shall process any personal data involved in the performance of this Contract in compliance with our obligations under Data Protection Legislation the terms of this Contract.
3. You warrant and represent that all personal data provided to us for processing pursuant to this Contract shall comply in all respects, including in terms of its collection, storage, and processing with Data Protection Legislation. Nothing in this clause 3 shall require us to check or monitor the accuracy, contents, or your use of any personal data and, accordingly, we have no liability or responsibility whatsoever, howsoever arising, directly or indirectly to you for the accuracy, contents, or your use of such personal data.
4. You shall ensure that your customers (or other persons you intend to screen using the Services) are made aware that their personal data will be shared with us, and the terms of our privacy policy, which can be found at <https://complyadvantage.com/terms-and-conditions/#privacy-cookies>.
5. Insofar as we process personal data on your behalf:
 - a) unless required to do otherwise by Data Protection Legislation, we shall (and shall take steps to ensure each person acting under our authority shall) process the personal data only on and in accordance with your documented instructions as set out in this Schedule, submitted via the Site, notified in writing to us by you, and updated from time to time in accordance with the terms of this Contract (the “**Processing Instructions**”);
 - b) if any Applicable Law requires us to process personal data other than in accordance with the Processing Instructions, we shall notify you of any such requirement before undertaking such processing of the personal data (unless the Applicable Law prohibits such information on important grounds of public interest); and
 - c) we shall inform you if we become aware of a Processing Instruction that, in our opinion, infringes any Data Protection Legislation, provided that this shall be without prejudice to clause 3 and to the maximum extent permitted by mandatory law, we shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Processing Instructions following your receipt of that information.
6. The categories of data subjects involved in the processing are those persons required to undergo customer due diligence as part of your sanctions and anti-money laundering procedures.
7. The types of personal data to be processed under this Contract are account details and activity deriving from use of the Services, including name, IP address, email address, browser and device details, and login time.
8. You shall update the Processing Instructions accordingly prior to using the Services to process any personal data relating to a category of data subjects or type of personal data not specified in clause 6 or 7.
9. We shall at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data.

10. You grant us specific authorisation to appoint Amazon Web Services EMEA SARL, Google Ireland Limited, Microsoft Operations Ireland Limited and IVXS Technology Romania SRL as Sub-Processors in connection with our performance of the Services.
11. You grant to us general authorisation to appoint additional or replacement sub-processors for our performance of the Services.
12. We shall:
 - a) prior to the relevant sub-processor carrying out any processing activities in respect of the personal data, appoint each sub-processor under a written contract enforceable by us containing materially the same obligations as under this Contract;
 - b) ensure that each such sub-processor complies with all such obligations; and
 - c) remain fully liable for all the acts and omissions of each sub-processor as if they were our own.
13. We shall ensure that all persons authorised by us (or by any Sub-Processor) to process personal data are subject to a binding written contractual obligation to keep the personal data confidential (except where disclosure is required in accordance with any Applicable Law, in which case we shall, where practicable and not prohibited by Applicable Law, notify you of any such requirement before such disclosure).
14. We shall refer all Data Subject Requests and any relevant notices and correspondence from a Supervisory Authority which we receive to you within three Business Days of receipt of the request.
15. We shall provide such reasonable assistance as you reasonably require (taking into account the nature of processing and the information available to us), to you in ensuring compliance with your obligations under Data Protection Legislation with respect to:
 - a) security of processing;
 - b) data protection impact assessments (as such term is defined in Data Protection Legislation);
 - c) prior consultation with a supervisory authority regarding high risk processing;
 - d) responding to data subject requests; and
 - e) notifications to the supervisory authority and/or communications to data subjects by you in response to any personal data breach.
16. You agree that we may transfer personal data to any country, provided all transfers by us of personal data shall (to the extent required under Data Protection Legislation) be effected by way of appropriate safeguards and in accordance with Data Protection Legislation.
17. Where you will be accessing the Services and the Client Data from locations outside of the EEA, the parties shall agree Appropriate Safeguards for such intended international data transfers prior to permitting access to the Services by its Authorised Users from outside the EEA.
18. We shall maintain, in accordance with Data Protection Legislation binding on us, written records of all categories of processing activities carried out on behalf of you.
19. We shall, in accordance with Data Protection Legislation, make available to you such information as is reasonably necessary to demonstrate our compliance with the obligations of data processors under Data Protection Legislation, and allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose, subject to you:

- a) giving us reasonable prior notice of such information request, audit and/or inspection being required by you;
 - b) ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 - c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to our business; and
 - d) paying our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
20. We will without undue delay notify you if we become aware of any accidental, unauthorised, or unlawful processing of the personal data, or any personal data breach.
21. Immediately following any unauthorised or unlawful personal data processing or personal data breach, the parties will co-ordinate with each other to investigate the matter. We will reasonably co-operate with you in your handling of the matter, including:
- a) assisting with any investigation;
 - b) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by you; and
 - c) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the personal data breach or unlawful personal data processing.
22. We shall, at your written request, either delete or return all the personal data of which it is the processor under this Contract to you in such form as you reasonably request within a reasonable time after the earlier of:
- a) the end of the provision of the relevant Services related to processing; or
 - b) once processing by us of any personal data is no longer required for the purpose of the our performance of our relevant obligations under this Contract, and
delete existing copies (unless storage of any data is required by Applicable Law).