

AML Search v4

Terms & Conditions and License Agreement

1. These Terms Of Use

- 1.1. Use of the AML Search v4 web site - hereafter referred to as the "Web Site" , "web site", "AML Search" the "Service" or "Services", is on condition that you agree to be bound by these terms of use.
- 1.2. All users of the Web Site should also refer to the AML Search Privacy Policy since the Terms & Conditions of the Privacy Policy also apply to this agreement. If you do not agree to be bound by these terms of use the Privacy Policy (Appendix 1) or Appendix 2, please exit the Web Site and do not use the Web Site again.
- 1.3. These terms of use and any claim arising from the use of this web site shall be governed by the Laws of England and will be subject to the jurisdiction of the English courts.
- 1.4. We reserve the right to add to, or change these terms of use at our discretion, without notice. The new terms of use will come into effect from the time they are posted on the Web Site.

2. Definitions

- 2.1. **AML Search** - means the Searches Group Product known as AML Search v4.
- 2.2. **User** - means an individual who you have authorised to use the Web Site on behalf of your organisation.
- 2.3. **Customer** - means a Customer of your organisation, whom you are using the services of the Web Site to carry out Anti-Money Laundering Due Diligence upon.
- 2.4. **Control** - means, in respect of any corporate entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares of such corporate entity ordinarily having voting rights or control directly or indirectly of the appointment of a majority of the board of management (and "Controlled" and "Controlling" shall be construed accordingly)
- 2.5. **Improvement** - means any improvement, enhancement or modification to AML Search and Services or their method of manufacture.
- 2.6. **Terms** - means these Terms and Conditions of Use.
- 2.7. **Privacy Policy** - means the AML Search Privacy Policy which applies to all users, as defined in detail in Appendix 1.
- 2.8. **Data Providers** - means a third-party who provides data components to Searches Group for use in AML Search.
- 2.9. **Product Price** - means the fee charged by Searches Group for the use of AML Search services. Product Prices displayed do not include UK VAT which will be charged at the current rate at the date of purchase and will be clearly displayed on all invoices downloaded from the Web Site.

- 2.10. **Billing Method** - means the payment mechanism by which you will pay Searches Group the Product Price, for services used by your users.
- 2.11. **Billing Cycle** - means the cycle of billing for the Product Price(s)
- 2.12. **UK Business Hours** - means, between the hours of 8 a.m – 6 p.m Monday to Friday (excluding Bank holidays)
- 2.13. **Registered Organisation** - means the name of the organisation that you registered with the Web Site.

3. License

You agree to use AML Search on the terms of this Agreement. Searches Group hereby grants you a non-exclusive license to use AML Search on behalf of the Registered Organisation. You acknowledge that you shall have no rights or license to any third party materials, source code, API documentation and any intellectual property that is, or is not the property of Searches Group. The license granted by Searches Group to you under this Agreement is non-exclusive and may be terminated in accordance with the terms of this agreement. For the avoidance of doubt AML Search, the Web Site or its downloadable content may not be decompiled or in any way amended to create a new work and AML Search will always be branded as a Searches Group product. The terms of this agreement and license shall be binding upon all users.

4. Copyright and Intellectual Property

- 4.1. All copyright, database rights, design rights, registered designs, trademarks patents, service marks, know how, trade or business names, domain names, goodwill associated with any of the foregoing and other intellectual property rights of the Web Site and all its contents remain the property of Searches Group Ltd. You are entitled to view, copy, print, access download and transmit material from the Web Site for your own personal, use subject to the terms of this agreement.

5. Liability

- 5.1. Searches Group cannot guarantee that your access to or use of the Web Site will be uninterrupted or error free. The Web Site is provided on an "as is" and "when available" basis. Searches Group will use reasonable endeavours to make the Web Site available during UK Business Hours. Searches Group reserve the right, at its own discretion or for legal or technical reasons, without notice to you, to:
- a. Alter, add or remove any information on the Web Site;
 - b. Suspend or alter the operation of the Web Site;
 - c. Suspend, alter or remove any of the services on the Web Site.
- 5.2. Searches Group make no warranties as to the accuracy, fitness for purpose or non infringement of intellectual property rights of any of the information and documents available or provided through the Web Site. Searches Group assumes and accepts no responsibility or liability for any kind of loss or damage caused by errors or omissions in the information, documents or other items provided or made available through the web site.

- 5.3. Searches Group does not represent any companies or individuals whose goods or services may be displayed or referred to on the Web Site. You should not rely on any opinions displayed on the Web Site regarding goods or services as recommendations by Searches Group. Professional advice should be sought before purchasing any item on the Web Site or entering into any legally binding agreement with a third-party.
- 5.4. The information provided on the Web Site is for use in carrying out Anti-Money Laundering Due Diligence and does not constitute specific advice. We do not accept any liability for loss arising from use of the web site or through relying on the information it provides.
- 5.5. In no event (death or personal injury or fraud excepted), unless otherwise specified within this agreement, will Searches Group be liable for any indirect, incidental or consequential damages, or loss of profit arising out of the use of the Web Site, even if Searches Group has been advised of the possibility of such damages. In any case, Searches Group entire liability under any provision of this Agreement shall be limited to ten times the amount paid by you to Searches Group in your use of the Web Site.

6. Your Responsibilities

- 6.1. You are responsible for the security and confidentiality of any pin numbers, usernames or passwords needed to access or use the Web Site or any of its services. Do not allow others to access any services on the Web Site through your membership.
- 6.2. You will only use the Web Site or any of its services in a manner that is accepted and legal according to applicable laws and regulations.
- 6.3. You will not use the Web Site or any of its services for the following;
 - a. To send, receive, upload, download, store, use, distribute or publish material that is offensive, abusive, indecent, defamatory, obscene, or in breach of a third party's intellectual property rights;
 - b. To send or distribute any unsolicited emails or messages, especially those which might cause another person annoyance, inconvenience or worry;
 - c. To send or distribute information regarding any business, including unsolicited advertisements or promotional material.
- 6.4. You agree to indemnify Searches Group against any claims, costs, expenses or legal proceedings caused as a result of your misuse of the Web Site.
- 6.5. You are responsible for ensuring only appropriate users, who understand the required treatment of confidential customer data, within your organisation are granted access to the Web Site.
- 6.6. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information without the express written consent of the owner of such material.
- 6.7. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce reports, risk assessments or any other service provided by the Website to any third party without the express written consent of Searches Group.

- 6.8. You will not provide access to the website or services, to any third-party that is not a registered user of the website.
- 6.9. You warrant that your use of the website is for the purpose of carrying out Anti-Money Laundering Customer Due Diligence upon your organisations customers. You agree to indemnify Searches Group against any claims, costs, expenses or legal proceedings caused as a result of you not using the website for this purpose.
- 6.10. You will not make, use or provide the website or services as a service to other organisations without the express written consent of Searches Group.

7. Billing and Payment

- 7.1. The Product Price will be clearly displayed to user of the Web Site when carrying out chargeable activity.
- 7.2. The “Web Site” will produce an Invoice for the services used which the user can download, along with any report results/documents.
- 7.3. The Billing Method is Direct Debit, using the details that you supplied when registering for the Web Site.
- 7.4. The Billing Cycle is monthly. Searches Group will send you a statement, within the first 4 working days of each calendar month, detailing the Product Prices for services ordered in the last calendar month. Searches Group will take payment by the Billing Method, on average, 5 working days after the statement date.
- 7.5. For the avoidance of doubt, in the event of any dispute between AML Search billing data and your own records, Searches Group’s records shall take precedence to the extent that you can demonstrate that such records are incorrect.
- 7.6. All payments and displayed Product Prices, due under this Agreement are inclusive of all applicable taxes other than VAT.

8. Support and Service Hours

- 8.1. The Web Site includes a e-Help Desk that provides user support. The e-HelpDesk is available during UK Business Hours.
- 8.2. Searches Group will use reasonable endeavours to ensure the Web Site is operational during UK Business Hours, however there are factors outside of our control which may mean that the Web Site could be unavailable from time-to-time.

9. Confidential Information

- 9.1. Each party shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication or dissemination of the other party's Confidential Information as it employs with similar information of its own; and shall not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement.

10. Data Protection Indemnity

- 10.1. For the purpose of the UK Data Protection Act 1998 and any subsequent amendments or additions to Data Protection Legislation, you acknowledge that in the course of using the Web Site, any personal information of third parties (including; customers, employees, agents, subcontractors) you supply will be captured and stored electronically by us. As such, you must have obtained express permission from such third parties to transfer their personal information to us, for us to use, store (inside, and where Searches Group deem it appropriate, outside of the European Economic Area) and process for the purposes of providing the services in the Web Site to you.
- 10.2. You agree to indemnify Searches Group from and against all claims by any customers, users or third parties arising out of your failure to obtain the consent described in this clause. 10.
- 10.3. Each party shall be responsible for their compliance with Anti-Money Laundering Laws and regulations in respect of record keeping and data. Each party shall be responsible for its own registration under the Data Protection Act 1998 and compliance with the Act.

11. Force Majeur

- 11.1. Searches Group shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of any part of the Web Site which result from circumstances beyond the reasonable control of that party (including, without limitation, Searches Group being required for regulatory or legal reasons to suspend or terminate the provision of AML Search or any component part of AML Search to you).

12. Your Consent

- 12.1. You agree to be bound by these User Terms & Conditions, its appendices and the Privacy Policy by registering for and using the Web Site. They remain in effect until the following three conditions are met;
 - a. You stop using the site;
 - b. You have deleted or destroyed any of the Searches Group/AML Search/Web Site materials stored by you;
 - c. None of the personal information you have passed to the Web Site remains in our databases.
- 12.2. The agreement may also be terminated at any time and for any reason by yourself or Searches Group, effective upon sending written notice to the other party. If you send a notice of termination, any current membership shall terminate without an obligation on the part of Searches Group to make a payment, rebate or refund.
- 12.3. Searches Group reserves the right to suspend or terminate an account at any time, without notice, whether or not you are in breach these terms of use or any other terms and conditions posted on the site.
- 12.4. You acknowledge and agree that in the course of using this Web Site, information about your organisation and your employees or users will be captured electronically or otherwise and transmitted to Searches Group and or, potentially, to any third parties necessary to provide the services of the Web Site to you.

- 12.5. You consent to the use, storage, or processing of your personal information by Searches Group (or any third party subcontractors or data suppliers that Searches Group choose to use for carrying out data searches).
- 12.6. You consent to Searches Group providing any of the personal information it has collected, to a court of competent jurisdiction in accordance with the court's instructions if ordered to do so by the court, or to comply with any applicable legislation or regulatory guidelines or controls.

Signed for and on behalf of:

Organisation

Signature (electronically signed)

Name of Authorised Signatory

Position

Date

10 November 2017

Address

Appendix 1

This Privacy Policy describes the policies and procedures of Searches Group Limited, and its affiliates (“AML Search”, “we”, “our” or “us”) on the collection, use and disclosure of your information, including any Personal Information (as below), on amlsearch.com and amlsearch.co.uk (the “Site”) and the services, features, content or applications we offer to users of our Site (collectively with the Site, the “Services”) This Privacy Policy, which is incorporated into and subject to the AML Search Terms of Service, does not apply to information our Subscribers or customers may collect about individuals when using our Site, our Services, or any other functionality, product, or service offered by AML Search. We may collect and receive information about users of our Site and/or Services (“users”, “you” or “your”) from various sources, including: (i) through your user account on the Services (your “Account”) if you register for the Site and the Services; (ii) your use of the Services; and (iii) from third party websites and services. When you access or use the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information, including any Personal Information, as set out in this Privacy Policy.

Please read this Privacy Policy carefully. Should you have any questions about this Privacy Policy or Searches Groups's data collection, use and disclosure practices, please contact us as set forth below.

What Does This Privacy Policy Cover?

This Site is hosted in the United Kingdom by Searches Group, a company headquartered in the UK.

This Privacy Policy explains our practices for gathering and disseminating information we collect when you visit our Site and associated web pages.

This Privacy Policy covers the treatment of any information or set of information that identifies or that is used by or on behalf of AML Search to identify an individual, which may, in certain contexts, include information such as an identifiable individual’s first and last name; home address, billing address, or other physical address; email address (so we may contact you); a telephone number; or date of birth (collectively “Personal Information”) we gather through the Services. This Privacy Policy also covers our treatment of any Personal Information that our business partners share with us or that we share with our business partners. You can navigate the majority of the website without giving us any Personal Information about yourself. However, we may track the technical information (see “Information Collected Using Cookies” below) provided to us by your browsing the Site to improve the navigation, content and design of our Site.

This Privacy Policy does not apply to the privacy practices of third parties that we do not own or control, including but not limited to any third party websites, services, applications, online resources to which this Site may link, frame or otherwise reference (collectively “Third Party Services”) that you may access through the Services. We take no responsibility for the content or privacy practices of those Third Party Services. We encourage you to carefully review the privacy policies of any Third Party Services you access.

What Information Do We Collect?

The information we gather aids us to personalise, improve and operate the Services. You may voluntarily provide additional information about yourself to enable us to provide the information or Services you are requesting. We store the information you provide about yourself in order to provide you with the information or Services you request. Such information, with the exception of any Personal Information, is typically stored for the lifetime of the database unless you request that it be removed. The information you provide us about yourself will be shared with our employees or

contractors to the extent necessary to accommodate your request. We will obtain your consent in order for us to share your Personal Information with third parties in a manner that is not permitted under the terms of this Privacy Policy. Unless otherwise described below, we will not use Personal Information provided to us online for purposes other than those you have requested without also providing you an opportunity to agree to or otherwise limit such uses. We may collect the following types of information from our users, some of which will be Personal Information and some of which will not be Personal Information.

Some features of the Services may allow you to provide content to the Services that is not Personal Information. All such content submitted by you to the Services may be retained by us indefinitely, even after you terminate your Account. We may continue to disclose such content to third parties in a manner that does not reveal Personal Information, as described in this Privacy Policy.

As part of your Account information, AML Search collects and stores information, including the full name, company name, billing address, email address, IP address, landing page, and referring URL, for all users upon registration and use of the Services. You acknowledge that this information may be personal to you, and by creating an Account on the Services and providing Personal Information to us, you allow us, our affiliates, our service providers and our contractors to identify you and, therefore, your use of the Services may not be anonymous.

AML Search may process or store your Personal Information outside the jurisdiction in which you reside and, if it does so, your Personal Information will be governed by the privacy laws of the jurisdiction in which it is processed or stored and government and law enforcement agencies of that jurisdiction may be able to access such Personal Information without your consent. Wherever we are required to transfer your Personal Information, regardless of where this occurs, we will strive to take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Please note that your submission of information or use of our Services will be deemed by us to signify explicit consent on your part to such transfer of information to any part of the world. AML Search may process or store your Personal Information outside the jurisdiction in which you reside and, if it does so, your Personal Information will be governed by the privacy laws of the jurisdiction in which it is processed or stored and government and law enforcement agencies of that jurisdiction may be able to access such Personal Information without your consent. Wherever we are required to transfer your Personal Information, regardless of where this occurs, we will strive to take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Please note that your submission of information or use of our Services will be deemed by us to signify explicit consent on your part to such transfer of information to any part of the world.

Email Communications:

In addition to any information you convey in emails to us, we may also receive a confirmation when you open an email from us. We collect and use this information to improve our customer service.

Financial Information:

We may use third party payment processing companies (“Payment Processors”) who collect and store financial information, such as your payment method (valid credit card number, type, expiration date or other financial information), and their use and storage of that information is governed by the Payment Processors’ applicable terms of service and privacy policy.

IP Address Information and Other Information Collected Automatically:

We may automatically receive and record information from your web browser when you interact with the Services, including your IP address. An IP address is a number assigned to you by your

Internet service provider so you can access the Internet. We receive IP addresses in the normal course of the operation of our Site. We may automatically collect and record information about your use of features of our Services, about the functionality of our Services, and other information related to your interactions with the Services. We use the information we automatically collect and record to analyse trends, to administer, monitor and improve the Site and Services, to track users' use of the Site and Services, and to gather broad demographic information for aggregate use. We do not use IP addresses to identify you personally or disclose them to others. This information is used for fighting spam/malware and also to facilitate collection of data concerning your interaction with the Services (e.g., what links you have clicked on).

Generally, the Services may automatically collect usage information, such as the number and frequency of visitors to the Site. We may use this data in aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally. This type of aggregate data enables us and third parties authorised by us to figure out how often individuals use parts of the Services so that we can analyse and improve them.

Information Collected Using Cookies:

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. To collect this information, when you visit our Site, a "cookie" may be set on your computer. Cookies contain a small amount of information that allows our web servers to recognise you whenever you visit. We store information that we collect through cookies, log files and/or clear gifs to create "settings" regarding your preferences. We do not tie your Personal Information to information in these settings.

Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are. We do not link cookie data to any Personal Information collected on our Site. We use cookie information, which does not identify individual users, to analyse trends, administer the website, track users' movements and gather demographic information for aggregate use. No Personal Information is stored in cookies and we do not link collected data to Personal Information.

AML Search also may use cookies to enable our servers to recognise your web browser and tell us how and when you visit the Site and otherwise use the Services through the Internet. AML Search also uses Google Analytics, an analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies to collect non-identifying information, which may be transmitted to and stored by Google on servers in the United States. Google provides some additional privacy options described at www.google.com/policies/privacy/partners/ regarding Google Analytics cookies. Many browsers have an option for disabling cookies, which may prevent your browser from accepting new cookies or enable selective use of cookies. A user who does not accept cookies from our Site may not be able to access certain areas of the Site.

Information Related to Advertising:

To support and enhance the Services, we may serve advertisements, and also allow third parties advertisements, through the Services. These advertisements are sometimes targeted and served to particular users. AML Search may partner with third parties to display advertisements targeted to visitors of the Services. To do so, AML Search stores a cookie for visitors for the purpose of displaying advertising.

Aggregate Information:

We may collect statistical information about how users use the Services (“Aggregate Information”). Some of this information may be derived from Personal Information. This statistical information is not Personal Information.

Children’s Privacy:

Protecting the privacy of children is especially important. AML Search is not intended for users under the age of 18 years.

How, and With Whom, Is My Information Shared?

Summary of Information Sharing:

Except as described in this Privacy Policy, AML Search will never intentionally share, sell, or rent individual Personal Information with anyone without your permission or unless ordered by a court of law.

Information submitted to us is only available and utilised by employees and systems responsible for providing services to our customers and to contracted service providers for the purposes of providing Services relating to our communications with you.

AML Search may share your information with contracted service providers if sharing your information is necessary to provide a Service you have requested, as part of a joint sales promotion or to pass sales leads to one of our certified partners, or to keep you up-to-date on product announcements, software updates, special offers or other information. If your information is shared with third parties, we will strive to only provide the information they need to deliver the Service. We will aim to restrict these companies from using your information for any other purpose, and you may choose not to have your information given to such a third party.

AML Search's employees and contracted service providers have been trained to handle such data properly and in accordance with our security protocols and strict standards of confidentiality. Although we cannot guarantee against any loss, misuse, unauthorised disclosure, alteration or destruction of data, we take reasonable precautions to prevent such unfortunate occurrences. We will not otherwise use or disclose any of your Personal Information, except as described in this Privacy Policy, including, to the extent reasonably necessary: to correct technical problems and malfunctions and to technically process your information; to protect the security and integrity of our Site; to protect our rights and property and the rights and property of others; to take precautions against liability; to the extent required by law or to respond to judicial process; or to the extent permitted under other provisions of law, to provide information to law enforcement agencies or for an investigation on a matter related to public safety, or to effectuate the sale, merger, bankruptcy, or similar disposition of AML Search or its assets.

Public Information About Your Activity on the Services:

Some of your activity on and through the Services may be public, such as content you post publicly on the Site or otherwise through the Services. By posting such information on the Site, you agree that it may be viewed and used by other users or otherwise. Please also remember that if you choose to provide Personal Information using certain public features of the Services, then that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our control and without your knowledge, and search engines may index that information.

IP Address Information:

While we may collect and store IP address information, we do not make that information public. We may at times, however, share this information with our partners and service providers, and as otherwise specified in this Privacy Policy.

Information You Elect to Share:

You may access other Third Party Services through the Services, for example by clicking on links to those Third Party Services from within the Site. We are not responsible for the privacy policies and/or practices of these Third Party Services, and you are responsible for reading and understanding those Third Party Services' privacy policies. This Privacy Policy only governs your Personal Information and other information collected on the Services.

Aggregate Information:

We may share Aggregate Information with our partners, service providers and other persons with whom we conduct business. We share this type of statistical data so that our partners can understand how and how often people use our Services and their services or websites, which facilitates improving both their services and how our Services interface with them. In addition, these third parties may share with us non-private, aggregated or otherwise non-Personal Information about you that they have independently developed or acquired.

Email Communications with Us:

AML Search may send occasional promotional materials to you via email. We try to respect your time and attention by controlling the frequency of our mailings. Each email sent contains an easy way for you to cease receiving email from us. If you wish to do this, simply follow the instructions found at the end of any email. If you have received unwanted, unsolicited email sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to contact@AML Search.co.uk. Regardless, we reserve the right to contact you for informational or account-related purposes when we believe it is necessary.

Access to Payment Processor Information:

As stated above, we use Payment Processors to collect and store financial information. However, we may from time to time request and receive some of your financial information from our Payment Processors for the purposes of completing transactions you have initiated through the Services, protecting against or identifying possible fraudulent transactions, and otherwise as needed to manage our business.

Information Shared with Our Service Providers:

We employ and contract with people and other entities that perform certain tasks on our behalf (our "Service Providers"). We may need to share Personal Information with our Service Providers in order to provide products or services to you. Our Service Providers do not have any right to use Personal Information or other information we share with them beyond what is necessary to assist us in order to provide the products or services requested by you.

Information Disclosed Pursuant to Business Transfers:

Information about our users, including Personal Information, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business

assets. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Information as set forth in this Privacy Policy.

Information Disclosed for Our Protection and the Protection of Others:

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Privacy Policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organisations for fraud protection and spam/malware prevention.

Information We Share With Your Consent:

Except for data sharing described in this Privacy Policy, you will be notified when your Personal Information may be shared with third parties, and will be able to refuse the sharing of such information.

Is Information About Me Secure?

AML Search is committed to protecting Personal Information. To do so we employ a variety of security technologies and measures intended to protect our information from unauthorised access, use, or disclosure. AML Search has a corporate policy in place that requires all personnel not to disclose Personal Information to any third party that is not entitled to have that information. If you have any questions about the security at our Site, you can send an email to [info@AML Search.co.uk](mailto:info@AMLSearch.co.uk). Please note, however, that AML Search cannot fully eliminate security risks associated with the collection, disclosure and storage of your information and that mistakes and security breaches may occur. We do not guarantee or warrant that such techniques will prevent unauthorised access to information about you that we store, Personal Information or otherwise.

What Information of Mine Can I Access?

If you are a registered administrator user, you can access information and ask for correction of your information, if necessary, that is associated with your Account by logging into the Services. Registered and unregistered users can access and delete cookies through their web browser settings. If you are a user you will need to request data or information is changed by your administrator.

How Can I Delete My Personal Information or Account?

Registered users shall have the ability to delete Personal Information related to their full name, company name, and identifiable billing information through their Accounts. Such deleted Personal Information will no longer be stored in AML Search's databases (with the exception of data held for regulatory compliance), with the exception of: email address, network logs or cases where fraudulent or otherwise illegal activity has been deemed to have occurred as determined by law enforcement or AML Search, in which case such information may remain in AML Search's database for the purposes of addressing any such fraudulent or otherwise illegal activity.

To have your email permanently removed, or to delete your Account, please email AML Search at info@amlsearch.co.uk.

If you terminate your Account, any association between your Account and information we store will no longer be accessible through your Account.

What Choices Do I Have Regarding My Information?

You can use some of the features of the Services without registering, thereby limiting the type of information that we collect.

You can always opt not to disclose certain information to us, even though it may be needed to take advantage of some of our Services' features.

You may update or remove the information you provided to us by contacting us as described in the Section "What If I Have Questions or Concerns?" below or by emailing us at info@amlsearch.co.uk.

To protect your privacy and security, we may also take reasonable steps to verify your identity before updating or removing your information. The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes. Where permitted by law, your ability to access and correct Personal Information will be limited where access and correction could: inhibit AML Search's ability to comply with a legal or ethical obligation; inhibit AML Search's ability to investigate, make or defend legal claims; result in disclosure of Personal Information about a third party; or result in breach of a contract or disclosure of trade secrets or other proprietary business information belonging to AML Search or a third party.

What Happens When There Are Changes to this Privacy Policy?

This Privacy Policy may be modified from time to time, so please review it frequently. Changes to this Privacy Policy will be posted on the Site and we recommend that you review the Privacy Policy to ensure you are aware of any changes made to it. A user is bound by any changes to the Privacy Policy when he or she uses the Services after such changes have been first posted. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Please check the Privacy Policy each time you use our Site for the most current information.

International Data Transfers

AML Search is a global business. We may transfer Personal Information to countries other than the country in which the data was originally collected. Your Personal Information will always be managed under the UK Data Protection Act, and where it is necessary to store information outside of the United Kingdom, AML Search complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework regarding the collection, use, and retention of Personal Information from European Union member countries and Switzerland.

AML Search adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

What If I Have Questions or Concerns?

Searches Group Limited is responsible for the processing of your Personal Information and is registered with the UK Information Commissioner under the Data Protection Act (UK). If you have any questions or

concerns regarding privacy using the Services, or if you'd like to exercise your rights or choices, including the right to withdraw your consent, please send us a detailed message to info@amlsearch.co.uk.

Please note the name of the Site or other online resource to which you provided the information, as well as the nature of the information that you provided. We will use reasonable efforts to respond promptly to requests, questions or concerns you may have regarding our use of Personal Information about you. Except where required by law, AML Search cannot ensure a response to questions or comments regarding topics unrelated to this Privacy Policy or our privacy practices.

Effective Date

This Privacy Policy became effective on: April 1, 2017.

Appendix 2

AML Search can include CallML data from Callcredit Plc and therefore you are required to agree to the the following additional Terms & Conditions from Call Credit Plc, which form a part of the Terms of Use of AML Search.

CALLCREDIT END-USER TERMS AND CONDITIONS FOR CALLML

This agreement is made between Callcredit Limited of One Park Lane, Leeds, West Yorkshire, LS3 1EP (**"Callcredit"**) of the one part and the company named as the **Client** in the schedule of the other part (the **"Client"**).

The Client wishes Callcredit to provide access to Callcredit's services and Callcredit wishes to provide such services. By signing this sheet you agree to be bound by the terms and conditions of this agreement. This agreement comprises the front signature sheet, the schedule and the terms and conditions attached.

SCHEDULE

CLIENT INFORMATION

Full Client Name:

Office Address:

SERVICES

CallML

PERMITTED PURPOSE

To make business decisions in respect of anti money laundering for the **Client's internal business** purposes only

Signed for and on behalf
of Callcredit Limited

.....
Signature

.....
Name of authorised signatory

.....
Position

.....
Date

Signed for and on behalf
of the Client

Electronically signed by:

.....
Signature

.....
Name of authorised signatory

.....
Position

10 November 2017
.....
Date

1	<p>DEFINITIONS</p> <p>'Additional Group Companies' means any company in which the Client has direct or indirect ownership of greater than 50% of the voting shares of the relevant company. A company shall only be an Additional Group Company for so long as the Client retains such ownership.</p> <p>'Callcredit's Agent' means Searcher Group Limited (registered in England and Wales under company number 5888714).</p> <p>'Callcredit's Web Sites' means all and any Internet web sites operated by Callcredit from time to time.</p> <p>'Client Materials' means all Client data and materials made available to Callcredit pursuant to this agreement including (without limitation) data input onto Callcredit's databases by (or on behalf of) the Client as part of the Services.</p> <p>'Confidential Information' means all trade secret and confidential or proprietary information of each party.</p> <p>'Data' means all data, scores and other output and information provided by Callcredit as part of the Services.</p> <p>'Documentation' means all user guides and other documentation provided by Callcredit to the Client in respect of the Services.</p> <p>'DPA' means the Data Protection Act 1998.</p> <p>'Permitted Purpose' means the purpose specified in the schedule.</p> <p>'Services' means Callcredit's CallML service including without limitation the Data, the Software and the Documentation agreed between the parties.</p> <p>'Service Start Date' means the date upon which the Services are first made available to the Client.</p> <p>'Software' means all software utilised by or made available by Callcredit in connection with the Services.</p> <p>'Year' means each period of twelve consecutive months commencing on the Service Start Date or any anniversary thereof.</p>	<p>Representation of the People (England and Wales) (Amendment) Regulations 2002 (collectively 'the Regulations') and that the Regulations may change from time to time. The Client agrees that Callcredit may cease providing the whole or part of the Services (without liability) if necessary in order to enable Callcredit to comply with the Regulations.</p>
6.3	<p>The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator from time to time. Callcredit is not responsible for retaining such information.</p>	<p>6.3 The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator from time to time. Callcredit is not responsible for retaining such information.</p>
7	<p>CONFIDENTIALITY</p> <p>Each party shall in respect of the other party's Confidential Information keep the Confidential Information in strictest confidence and not to make the same available to any third party and only use the Confidential Information for the purposes of this agreement and ensure that only those of its employees who need to know have access to the Confidential Information.</p>	<p>7 CONFIDENTIALITY</p> <p>Each party shall in respect of the other party's Confidential Information keep the Confidential Information in strictest confidence and not to make the same available to any third party and only use the Confidential Information for the purposes of this agreement and ensure that only those of its employees who need to know have access to the Confidential Information.</p>
8	<p>LIABILITY</p>	<p>8 LIABILITY</p>
8.1	<p>The Client acknowledges (i) that the Data is supplied to Callcredit by third parties over whom Callcredit has no control and (ii) that where Data or information is transferred over the Internet it may be subject to interference by third parties. Therefore subject always to Callcredit's obligations under clause 3.1 Callcredit can make no warranties as to the accuracy of the Data nor the suitability of the Data for any specific purposes. The Client must satisfy itself that the Services are suitable for its own purposes.</p>	<p>8.1 The Client acknowledges (i) that the Data is supplied to Callcredit by third parties over whom Callcredit has no control and (ii) that where Data or information is transferred over the Internet it may be subject to interference by third parties. Therefore subject always to Callcredit's obligations under clause 3.1 Callcredit can make no warranties as to the accuracy of the Data nor the suitability of the Data for any specific purposes. The Client must satisfy itself that the Services are suitable for its own purposes.</p>
8.2	<p>Callcredit shall not be liable for any indirect or consequential loss or damage.</p>	<p>8.2 Callcredit shall not be liable for any indirect or consequential loss or damage.</p>
8.3	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>8.3 Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.4	<p>Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>8.4 Callcredit shall not be liable for any indirect or consequential loss or damage arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.5	<p>Callcredit shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>	<p>8.5 Callcredit shall not be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption or increase in bad debt arising out of or in connection with this agreement or its subject matter even if Callcredit had notice of the possibility of such loss.</p>
8.6	<p>Callcredit's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year shall not exceed an amount equal to the sums received by or due to Callcredit from the Client under this agreement during that Year.</p>	<p>8.6 Callcredit's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any Year shall not exceed an amount equal to the sums received by or due to Callcredit from the Client under this agreement during that Year.</p>
8.7	<p>Notwithstanding any other term of this agreement, Callcredit does not limit or exclude liability for death or personal injury arising from its negligence.</p>	<p>8.7 Notwithstanding any other term of this agreement, Callcredit does not limit or exclude liability for death or personal injury arising from its negligence.</p>
8.8	<p>Except as expressly provided in this agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.</p>	<p>8.8 Except as expressly provided in this agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.</p>
9	<p>SUSPENSION & TERMINATION</p>	<p>9 SUSPENSION & TERMINATION</p>
9.1	<p>Callcredit may suspend the Services in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.</p>	<p>9.1 Callcredit may suspend the Services in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way.</p>
9.2	<p>Either Callcredit or the Client may terminate this agreement immediately on notice if:</p>	<p>9.2 Either Callcredit or the Client may terminate this agreement immediately on notice if:</p>
9.2.1	<p>the other commits any material breach of this agreement and such breach (where capable of remedy) is not remedied to the non defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy; or</p>	<p>9.2.1 the other commits any material breach of this agreement and such breach (where capable of remedy) is not remedied to the non defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy; or</p>
9.2.2	<p>in respect of the other a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation); or</p>	<p>9.2.2 in respect of the other a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation); or</p>
9.2.3	<p>in respect of the other an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or</p>	<p>9.2.3 in respect of the other an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or</p>
9.2.4	<p>the other is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.</p>	<p>9.2.4 the other is dissolved or is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986.</p>
9.3	<p>Callcredit may suspend the Services and/or terminate this agreement at any time if Callcredit's contract with the Callcredit Agent terminates for any reason whatsoever.</p>	<p>9.3 Callcredit may suspend the Services and/or terminate this agreement at any time if Callcredit's contract with the Callcredit Agent terminates for any reason whatsoever.</p>
9.4	<p>On termination of this agreement for whatever reason, the Client shall:</p>	<p>9.4 On termination of this agreement for whatever reason, the Client shall:</p>
9.4.1	<p>as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Data in its possession or control except for the Data which it is required to keep by law; and</p>	<p>9.4.1 as soon as reasonably practicable delete all electronic copies and destroy all physical copies of any Data in its possession or control except for the Data which it is required to keep by law; and</p>
9.4.2	<p>return to Callcredit all assets which Callcredit has provided for the purposes of this agreement including without limitation the Software and the Documentation and any other materials provided by Callcredit relating to the Services (and all copies thereof); and</p>	<p>9.4.2 return to Callcredit all assets which Callcredit has provided for the purposes of this agreement including without limitation the Software and the Documentation and any other materials provided by Callcredit relating to the Services (and all copies thereof); and</p>
9.4.3	<p>provide Callcredit with a certificate of compliance with the provisions of this clause signed by a duly authorised officer.</p>	<p>9.4.3 provide Callcredit with a certificate of compliance with the provisions of this clause signed by a duly authorised officer.</p>
9.5	<p>Termination is without prejudice to any antecedent breach or to any continuing obligation</p>	<p>9.5 Termination is without prejudice to any antecedent breach or to any continuing obligation</p>
10	<p>FORCE MAJEURE</p> <p>Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement (except for any obligation to make payment) arising from any cause beyond its reasonable control including (without limitation) any of the following:</p>	<p>10 FORCE MAJEURE</p> <p>Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement (except for any obligation to make payment) arising from any cause beyond its reasonable control including (without limitation) any of the following:</p>
2	<p>DURATION</p> <p>This agreement shall be deemed to have commenced on the date that it is signed by both parties or (if earlier) on the Service Start Date and (subject to earlier termination in accordance with the provisions of clause 9) shall continue for the duration agreed between Callcredit's Agent and the Client.</p>	
3	<p>SUPPLY OF THE SERVICES</p>	
3.1	<p>Callcredit shall use all reasonable care and skill in the provision of the Services.</p>	
3.2	<p>Callcredit may from time to time change the form and content of the Services and/or upgrade or modify any of the methods used to access the Services.</p>	
4	<p>USE OF THE SERVICES</p>	
4.1	<p>Callcredit licences the Client to use the Services with effect from the Service Start Date and for the duration of this agreement for the Permitted Purpose. The Client shall not use the Services for any other purposes whatsoever.</p>	
4.2	<p>The Client shall not sell, transfer, distribute or otherwise make the Services available to, or use the Services on behalf of, any third party other than to Additional Group Companies in accordance with Clause 4.3.</p>	
4.3	<p>The Services may be utilised by Additional Group Companies for their own internal Permitted Purposes provided that:</p>	
4.3.1	<p>the Client shall procure that each of the Additional Group Companies shall grant the rights and comply with the obligations placed upon the Client pursuant to this agreement to the same extent as if each Additional Group Company had executed this agreement in its own right; and</p>	
4.3.2	<p>the Client shall indemnify Callcredit against all costs, claims, demands and expenses arising out of or in connection with any claims made against Callcredit by any Additional Group Companies arising as a result of this agreement, however (subject to the provisions of Clause 8) the Client shall be entitled to bring a claim against Callcredit in respect of such costs, claims, demands and expenses incurred by any Additional Group Companies which, for the purposes of this Clause 4.3.2 shall be deemed to be costs, claims, demands or expenses of the Client.</p>	
5	<p>OWNERSHIP</p>	
5.1	<p>Title, copyright and all other intellectual property rights in the Services including without limitation the Data (other than the Client's own data as provided to Callcredit) shall at all times remain vested in Callcredit (or its third party licensors) and the Client shall acquire no rights whatsoever therein save as expressly provided in this agreement.</p>	
5.2	<p>Title, copyright and all other intellectual property rights in the Client Materials shall at all times remain vested in the Client and Callcredit shall acquire no rights whatsoever therein save as expressly provided in this agreement.</p>	
5.3	<p>The Client grants to Callcredit:</p>	
5.3.1	<p>A non-transferable, non-exclusive license to use and copy the Client Materials to enable Callcredit to carry out its obligations under this agreement; and</p>	
5.3.2	<p>A non transferable, non-exclusive, perpetual license to incorporate the Client Materials into Callcredit's databases for the provision of Callcredit's services.</p>	
6	<p>COMPLIANCE WITH LAWS</p>	
6.1	<p>Callcredit and the Client shall at all times in respect of the subject matter of this agreement comply with all applicable laws, regulations and rules having equivalent effect.</p>	
6.2	<p>The Client acknowledges that the supply of the Services by Callcredit and use thereof is governed by various statutes regulatory requirements, codes of practice and guidelines relating to the use, provision and sharing of personal data, including without limitation, the DPA, the Principles of Reciprocity (being the rules (as amended from time to time) established by the Steering Committee on Reciprocity which is an unincorporated body that governs the use of shared data in the credit industry) and the</p>	

act of God, governmental act, war, fire, flood, explosion or civil commotion, industrial action, failure in telecommunications services or **unauthorised interference with either party's systems or services via the Internet.**

11 VARIATION

Any amendment, modification, variation or supplement to this agreement must be made in writing and signed by an authorised signatory of each party.

12 ASSIGNMENT AND SUB-CONTRACTING

12.1 Either party is entitled to sub-contract the performance of any of its obligations under this agreement provided that such party shall be liable for its obligations under this agreement to the same extent as if it had carried out the work itself.

12.2 Neither party may assign, transfer or otherwise make over any part of this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

13 SEVERANCE

If any provision of this agreement is found to be illegal or unenforceable by any court of competent jurisdiction then that provision shall be deemed to be deleted, but without affecting the remaining provisions.

14 AGENCY

Nothing in this agreement constitutes a partnership between the parties, and neither party is deemed to be the agent of the other for any purpose whatsoever. Neither party has the power or authority to bind the other or to contract in the name of the other party.

15 ENTIRE AGREEMENT

This agreement sets out the entire agreement between the parties and supersedes all oral or written agreements, representations, understandings or arrangements, relating to its subject matter. Neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied.

16 WAIVER

Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence is not to be **construed as a waiver of that party's rights under this agreement.**

17 INTERPRETATION

17.1 Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time.

18 NOTICES

All notices made pursuant to this agreement must be in writing and must be sent to the registered office or main trading address of the recipient.

19 GOVERNING LAW

This agreement shall be construed in accordance with English Law. Callcredit and the Client agree to submit to the non-exclusive jurisdiction of the English Courts.

20 THIRD PARTY RIGHTS

The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement.

21 PAYMENT

21.1 The Client **shall pay Callcredit's fees and charges in place from time to time to Callcredit's Agent which fees will be specified by Callcredit's Agent under an agreement between Callcredit's Agent and the Client. Payments made to Callcredit's Agent pursuant to this agreement shall be deemed to have been made to Callcredit.**

21.2 VAT is payable by the Client at the prevailing rate on all sums due under this agreement.

21.3 Callcredit may increase the charges payable hereunder (as notified by **Callcredit's Agent**) with effect from each anniversary of the Service Start Date. Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all Items) Index since the Service Start Date or since the date of the last increase (if any) in Callcredit's charges, whichever is the later. If that index ceases to be published then Callcredit and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).