

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Conditions:** the conditions set out in this document.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

**Customer:** the entity subscribing to use the Services.

**Customer Data:** the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Documentation:** the documents made available to the Customer by the Supplier online via [www.amlcc.co.uk](http://www.amlcc.co.uk) or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**Effective Date:** the date upon which the Customer's subscription is activated.

**Initial Subscription Term:** the period of 12 months commencing on the Effective Date or, in the case of a member of a supervisory body or membership organisation, such alternative period as may have been agreed between the Supplier and the member's membership organisation or supervisory body.

**Normal Business Hours:** 9.00 am to 5.30 pm local UK time, each Business Day.

**On-Demand Facilities:** the additional facilities which the Customer may purchase on demand including hard copy manuals and customer verification and company report credits.

**Renewal Period:** the period described in clause 14.1.

**Services:** the subscription services provided by the Supplier to the Customer subject to these Conditions via [www.amlcc.co.uk](http://www.amlcc.co.uk) or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

**Software:** the online software applications provided by the Supplier as part of the Services.

**Subscription Fees:** the subscription fees payable by (or on behalf of) the Customer to the Supplier for the User Subscriptions and On-Demand Facilities as published on the Supplier's website at [www.amlcc.co.uk](http://www.amlcc.co.uk) from time to time.

**Subscription Term:** has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Supplier:** Anti Money Laundering Compliance Company Limited registered in England & Wales with company number 4525430.

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with these Conditions.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 2. USER SUBSCRIPTIONS

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and these Conditions, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
  - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
  - (c) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;
  - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
  - (e) it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
  - (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
  - (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (b) facilitates illegal activity;

## ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

### TERMS & CONDITIONS

- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property.

#### 2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
  - (i) and except to the extent expressly permitted under these Conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

#### 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

### 3. ADDITIONAL USER SUBSCRIPTIONS & ON-DEMAND FACILITIES

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions and On-Demand Facilities and the Supplier shall provide such On-Demand Facilities and grant access to the Services and the Documentation to such additional Authorised Users in accordance with these Conditions.

3.2 If the Customer wishes to purchase additional User Subscriptions and/or On-Demand Facilities, the Customer shall submit its order using the form available on the Supplier's website at [www.amlcc.co.uk](http://www.amlcc.co.uk) and shall make payment of the applicable Subscription Fee by credit card or BACS. The Supplier shall provide the On-Demand Facilities and /or activate the additional User Subscriptions upon receipt of payment.

3.3 Additional User Subscriptions purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable) shall remain valid for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3.4 Any Customer whose subscription is paid by its supervisory or regulatory body may purchase additional User Subscriptions and/or On-Demand Facilities as set out in this clause 3 but should note that the cost of this will not be covered by the payment made by its supervisory or regulatory body and that it will be responsible for paying the applicable Subscription Fees for additional User Subscriptions and On-Demand Facilities itself.

### 4. SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to these Conditions.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

- (b) unscheduled maintenance performed during or outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer notice in advance.

### 5. CUSTOMER DATA

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 5.3 **Notwithstanding clause 11 the Customer acknowledges and agrees that the Supplier may allow access to the Customer Data by the Customer's supervisory or regulatory bodies in order to facilitate such bodies in the execution of their supervisory or regulatory functions.**
- 5.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under these Conditions, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
  - (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under these Conditions;
  - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with these Conditions on the Customer's behalf;
  - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

- (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### 6. CREDIT VERIFICATION TOOL

The Customer acknowledges that customer verification is provided by a third party data provider appointed by the Supplier, such as Equifax Limited. The Supplier is entitled to change the third party data provider appointed from time to time as it considers appropriate and shall endeavour to maintain details of the currently appointed third party data provider along with a link to the third party data provider's terms of business on the Website. The Customer must read and comply with the currently appointed third party data provider's terms of business when using the customer verification tool. The Supplier will not provide access to the customer verification tool to the Customer until it is in receipt of a copy of the Customer's data protection notification and standard letter of engagement which must incorporate any terms expressly required by a third party data provider from time to time.

### 7. SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
  - (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.3 Nothing in these Conditions shall prevent the Supplier from providing the Services to third parties, or from independently developing, using, selling or licensing other documentation, products and/or services which are similar to those provided to the Customer.
- 7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Conditions.

### 8. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with:
  - (i) all necessary co-operation in relation to the Services; and
  - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under these Conditions;
- (c) carry out all other Customer responsibilities set out in these Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with these Conditions and shall be responsible for any Authorised User's breach of these Conditions;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under these Conditions, including without limitation the Services;
- (f) ensure that its network and systems comply with any relevant specifications provided by the Supplier from time to time; and



# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

### 9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the applicable Subscription Fees to the Supplier by credit card or BACS payment upon subscribing to use the Services and upon requesting any additional User Subscriptions or On-Demand Facilities and, in respect of any Renewal Period, on or before each anniversary of the Effective Date. In the event that the Customer's subscription is paid by a supervisory or regulatory body of which the Customer is a member the Customer shall provide such identifier, access reference or promotional code as notified to it by its supervisory or regulatory body.
- 9.2 The Supplier shall not be obliged to provide or to continue to provide any element of the Services unless it has received the applicable Subscription Fees in full cleared funds either directly from the Customer, or, where the Customer's subscription is paid for by a supervisory or regulatory body, from the applicable supervisory or regulatory body. In the event that the Subscription Fees payable in respect of any Renewal Period are not paid on or before the anniversary of the Effective Date the Supplier shall be entitled to suspend provision of the Services until payment of the Subscription Fees has been received in full cleared funds.
- 9.3 All amounts and fees stated or referred to in these Conditions:
  - (a) shall be payable in pounds sterling;
  - (b) are, subject to clause 13.4(b), non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 9.4 The Supplier shall be entitled to increase the Subscription Fees once in each calendar year provided that the Customer shall be provided with reasonable notice of such increase.

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

### 10. PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, these Conditions do not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Conditions.

### 11. CONFIDENTIALITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Conditions. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
  - (b) was in the other party's lawful possession before the disclosure;
  - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - (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.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law or disclosed by the Supplier pursuant to clause 5.3, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than set out in these Conditions.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Conditions.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

## **ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED**

### **TERMS & CONDITIONS**

- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer. The Customer acknowledges that, notwithstanding any provision of this clause 11, the Supplier may:
- (a) allow access to Customer Data to the Customer's supervisory or regulatory bodies in accordance with clause 5.3.; and
  - (b) provide the Customer's supervisory or regulatory bodies with information relating to the use, management and administration of the Customer's account including but not limited to the date upon which the account was registered or terminated and the extent and frequency of the Customer's use of its account.
- 11.7 This clause 11 shall survive termination of the Services, however arising.

## **12. INDEMNITY**

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
  - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - (c) the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
  - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

- (c) the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the provision of the Services on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
  - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
  - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.5 The foregoing and clause 13.4(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### 13. LIMITATION OF LIABILITY

- 13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- (a) arising under or in connection with the provision of the Services;
  - (b) in respect of any use made by the Customer of the Services and Documentation or any part of them;
  - (c) in respect of any access of Customer Data by the Customer's supervisory or regulatory bodies; and
  - (d) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
- 13.2 Except as expressly and specifically provided in these Conditions:

## ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

### TERMS & CONDITIONS

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (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;
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis; and
- (d) information provided by the Supplier and its employees regarding the Money Laundering Regulations 2007 is provided for general information only and it not intended that such information amount to advice upon which the Body should place any reliance. The Supplier makes no warranty or representation that such information is accurate, complete, relevant to the particular circumstances of the Customer or up to date and accepts no liability for any costs, losses or damage arising as a result of the Customer placing reliance on such information.

13.3 Nothing in these Conditions excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) the Supplier shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Conditions; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services or otherwise under these Conditions shall be limited to

# ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

## TERMS & CONDITIONS

the total Subscription Fees paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

### 14. TERM AND TERMINATION

14.1 This provision of Services shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Supplier shall continue to provide the Services for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the provision of Services shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with these Conditions;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without affecting any other right or remedy available to it, either party may terminate the provision of Services with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any provision of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (b) the other party repeatedly breaches any provision of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Conditions;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent

## ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED

### TERMS & CONDITIONS

amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(c) to clause 14.2(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 The Supplier may terminate the provision of Services with immediate effect in the event that the Customer (or any supervisory body or membership organisation which has agreed to make payment on the Customer's behalf) fails to pay in full any Subscription Fees by the due date for payment.

14.4 On termination of the Services for any reason:

- (a) all licences granted under these Conditions shall immediately terminate;

## **ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED**

### **TERMS & CONDITIONS**

- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten Business Days after the effective date of the termination of the Services, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 20 Business Days of its receipt of such a written request, provided that the Customer has, at that time, paid all Subscription Fees outstanding at termination. The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data;
- (d) the Supplier may notify the Customer's supervisory or regulatory bodies of the termination; and
- (e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination shall not be affected or prejudiced.

#### **15. FORCE MAJEURE**

The Supplier shall have no liability to the Customer under these Conditions if it is prevented from or delayed in performing its obligations under these Conditions, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

#### **16. VARIATION**

The Supplier may vary these Conditions from time to time provided always that it shall provide the Customer with reasonable notice of any such variation.



# **ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED**

## **TERMS & CONDITIONS**

### **17. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **18. RIGHTS AND REMEDIES**

Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

### **19. SEVERANCE**

19.1 If any provision (or part of a provision) of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

### **20. ENTIRE AGREEMENT**

20.1 These Conditions apply to the provision of the Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

20.2 Each of the parties acknowledges and agrees that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the Services, other than as expressly set out in these Conditions.

### **21. ASSIGNMENT**

21.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions.

# **ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED**

## **TERMS & CONDITIONS**

21.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions.

### **22. NO PARTNERSHIP OR AGENCY**

Nothing in these Conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **23. THIRD PARTY RIGHTS**

Nothing in these Conditions confers any rights on any person or party (other than the Supplier and the Customer and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **24. NOTICES**

24.1 Any notice required to be given under these Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or by e-mail to the other party at its last known address.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

### **25. GOVERNING LAW**

These Conditions and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

# **ANTI MONEY LAUNDERING COMPLIANCE COMPANY LIMITED**

## **TERMS & CONDITIONS**

### **26. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or their subject matter or formation (including non-contractual disputes or claims).