

# ACTA LEGIS - GENERAL TERMS AND CONDITIONS

Last updated on 27.10.2023.

## Article 1. Definitions and Interpretations

1. These General Terms and Conditions represent a legally binding agreement between
  - **YOU** (also "Client"), whether personally or on behalf of an entity, and
  - **ACTA LEGIS COÖPERATIEF UA**, a company established in Amsterdam, the Netherlands, Chamber of Commerce number 52333515, also referred to as AL (or "Acta Legis")regarding the use of software tools (referred to as "Software" or "Service") made available by AL on the website "actalegis.com" and all of its related subdomains.
2. You acknowledge that you have read and understood the Agreement, and agree to be bound by the Agreement.
3. IF YOU DISAGREE WITH THIS AGREEMENT, YOU ARE PROHIBITED FROM REGISTERING FOR THE ACCOUNT, AND ACCESSING AND USING THE SOFTWARE.
4. Parties to this Agreement are AL and Client together.
5. "AL Website" refers to the website "actalegis.com" and all of its related subdomains.
6. "AL Data" refers to any information, materials, files, or data made available through and by the Software from within AL Website.
7. "AL Credits" refer to credits the user purchases to gain access to the Software. From within the Software, the user exchanges these credits for the right to use Software features.
8. "AL Account" refers to an account the user may create to access and use the Software.
9. "Free Trial Access" refers to the limited promotional use of the Software, awarded free of charge and described in more detail in a separate article of this Agreement.
10. "Paid Access" refers to full access to the software and is subject to payment by the Client to AL.
11. "GDPR" refers to the EU GENERAL DATA PROTECTION REGULATION 2016/679.
12. Personal data refers to personal data as defined by the GDPR.
13. "KYC" refers to "Know Your Customer".
14. "AML" refers to "Anti-Money Laundering".

15. "FCRA" refers to The Fair Credit Reporting Act, US Federal Government legislation, 15 USC § 1681 and others.
16. Electronic communication refers to using electronic media to transmit text, numerical data, images, and sound.
17. Calendar day refers to any day of the week, including Saturday and Sunday, regardless of public or other holidays.
18. Calendar month refers to the period from a day of one month to the corresponding day of the next month if such exists or, if not, to the last day of the next month.
19. The obligation for best efforts in this contract shall not be interpreted as the obligation for results.
20. AL reserves the right to make corrections to errors in pricing, even after the Client has made the payment.

## Article 2. Applicability of the Agreement

1. This Agreement applies to all quotations, offers, Paid access, Free Trial access, activities, and agreements by or on behalf of AL.

## Article 3. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto.

## Article 4. Service Overview

AL software uses various data sources in the verification of persons and companies. AL reports assist in due diligence procedures as required under different regulatory frameworks.

## Article 5. Client warrants

1. The client warrants that:
  - a) The Client is of legal age according to the applicable laws of the jurisdiction in which the Client resides or uses the Software.
  - b) The Client has the authority and is in the capacity to bind to this Agreement by accepting the same.

- c) The Client shall use the Software for due diligence, KYC checks, fraud prevention, data verification, data improvement, risk assessment, and other lawful purposes.
- d) The Client acknowledges that every decision involves the assumption of risk and that by furnishing data to the Client, AL does not and will not underwrite that risk in any manner whatsoever. Neither AL nor any data supplier shall be liable to the Client or any third party for any loss or damages caused in whole or in part by AL procuring, compiling, collecting, interpreting, reporting, communicating, supplying or delivering AL Data to the Client. The Client agrees not to bring any claim against AL or its data suppliers in respect thereof.
- e) The Client shall not use AL Data as a basis for tax or legal advice, or investment decisions.
- f) The Client shall not use AL Data for illegal activities.
- g) The Client guarantees that all the information provided during the AL Account registration process is truthful, comprehensive, and accurate. In the event of any changes to the information submitted, the Client commits to promptly updating their registration details.
- h) The Client shall keep username/s and password/s confidential.
- i) The Client shall not use unlicensed framing or linking to the Software.
- j) The Client shall not use automated tools, such as but not limited to bots, scripts, scraping and data extraction tools, to access the Software.
- k) The Client shall not use Trojan horses, viruses or other malware which may adversely impact the functioning of the Software.
- l) The Client shall not try to bypass the Software's security features.
- m) The Client shall not try to gain unauthorised access to AL servers, network infrastructure or other parts of the AL system.
- n) The Client shall not remove or obscure copyright or trademark notices contained in data and material generated by the Software.
- o) The Client shall be responsible for any and all actions taken using their usernames and passwords.
- p) The Client shall not rent, lease, provide access to or sublease the Software to a third party.

- q) The Client shall notify AL if and when they learn of any security breaches and shall aid in the investigation or legal action taken by relevant authorities to remedy AL's security breach.
2. By using the Software, the Client warrants that the terms and conditions outlined in the first paragraph of this article are fulfilled and that the Client has read and understood this Agreement, and agrees to be legally bound to this Agreement.

## Article 6. Offers and quotations

The service provider's offers are valid for at most six (6) calendar months unless the period is stated otherwise on the proposal.

## Article 7. AL Credits

1. In order to use the Software in Paid access mode, the Client has to purchase AL Credits.
2. Unused AL Credits expire twelve (12) calendar months after their purchase.
3. AL Credits are not transferable.
4. AL Credits are not digital currency.
5. The Client may cancel the purchase and receive a full refund for his payment if these requirements are cumulatively fulfilled:
  - a) The Client emails the cancellation request within 14 calendar days of the invoice date;
  - b) The Client sends the cancellation request from the email address registered in his AL Account;
  - c) the purchased AL Credits have not been used.

## Article 8. Payment

1. Invoices are due immediately and payable within 14 days of the issuance unless the parties have agreed differently in writing or different payment terms are stated on the invoice.
2. The purchased credits will be made available upon reception of the payment.
3. Payments are made without any recourse to suspension or settlement by transferring the amount due to the bank account number specified by AL.

4. If the Client does not pay within the agreed term, the Client defaults by law without any reminder being required. From that moment on, AL is entitled to suspend the obligations until the Client fulfils the payment obligations.
5. If the Client remains in default, AL shall proceed to collection. The Client will bear the costs related to that collection. If the Client is in default, he also owes AL statutory (commercial) interest, extrajudicial collection costs and other damage in addition to the principal sum. The collection costs are calculated based on the Decree on compensation for extrajudicial collection costs.
6. In the event of liquidation, bankruptcy, seizure or suspension of payment, the claims of AL towards the Client are immediately due and payable.

## Article 9. Free Trial Access

1. AL may offer clients, from time to time, free trial access to the Software. In Free Trial Access, the Client will be awarded a certain amount (as indicated on AL Website) of AL Credits free of charge.
2. Free Trial Access is not automatically converted to Paid Access once the free AL Credits are exhausted.
3. The Client accepts that:
  - a) The features offered in Free Trial Access may be limited;
  - b) AL may change the features available in the Free Trial Access;
  - c) AL may cancel the availability of Free Trial Access to new clients, or cancel Free Trial Access even while it is ongoing.
4. The Client accepts that AL may change the Free Trial Access, or cancel it at any time and at AL's discretion, and the Client waives the right to be notified about these changes.

## Article 10. Prices

1. The prices stated on AL offers, quotations and invoices are exclusive of VAT and any other taxes and fees, unless explicitly stated otherwise.
2. AL reserves the right to change the prices at any time, and without notice.

## Article 11. Software access

AL grants the Client access to the Software for internal business purposes during the Term of this Agreement.

The Software is hereby granted, and the Client's rights to use the Software are subject to the following restrictions:

- a) The Software is for the sole use of the Client and its employees or contractors who are authorised users for the Client's internal purposes;
- b) Save as permitted by law, the Client shall not access and shall not attempt to access the source code relating to the Software or access all or any part of the Services and related documentation in order to build a product or service which competes with the Services or the Documentation;
- c) The Client shall not modify, alter or in any way interfere with the Software or merge the Software with other data, programs or systems;
- d) The Client shall have no right (and shall not permit any third party) to adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software and AL Data;
- e) The Client acknowledges that the Software is licensed to the Client, not sold. The Client doesn't obtain ownership of AL Data;
- f) AL Data does not represent a "consumer report" as defined by the FCRA. The Client acknowledges that AL Data may not be used for insurance, employment, credit or other purposes outlined by the FCRA.

The Client agrees not to use the Software, or the associated documentation save in accordance with the terms and conditions of this Agreement.

The Client acknowledges and agrees that none of the acts which are prohibited by the provisions of this Agreement (including, without limitation, the prohibitions on copying or adapting the Software or any part for the purpose of correcting errors in the Software) are necessary for the purposes of the use of the Software by the Client in accordance with its intended purpose or for the purposes of the use of the Software in accordance with this Agreement.

## Article 12. Termination of the Agreement

1. AL can terminate the Agreement or suspend Client's access to the Software if, at AL's discretion, AL concludes that Client's actions constitute a significant breach of this Agreement. These actions include, but are not limited to, the following:
  - a) The Client submitted user registration data that is not true, accurate, up-to-date or complete
  - b) The Client's use of the Software doesn't correlate to the requirements outlined by this Agreement
  - c) The Client violates AL intellectual property or the intellectual property of AL licensors
  - d) The Client's use of Software negatively impacts the functioning and integrity of the AL system

In such cases, AL shall send the Client a written notice about the breach, allowing fourteen (14) calendar days from the transmission of the notification for remedial action. The Agreement shall automatically be terminated if the Client fails to address the breach within this period.

2. The Client can terminate this Agreement at any time by contacting AL support service ([support@actalegis.com](mailto:support@actalegis.com)) and explicitly stating the will to terminate this Agreement. The unspent AL Credits of the Client will not be refunded.
3. The Agreement termination:
  - a) In case the Client purchased AL credits, the Agreement is terminated twelve (12) calendar months after the expiry of AL Credits, unless the parties have explicitly agreed otherwise in writing, or
  - b) In case the Client didn't purchase AL credits, the Agreement is terminated three (3) calendar months after the creation of the AL Account.

## Article 13. Amendments to the Agreement

1. AL reserves the right to amend and change the Agreement at any time. The current version of this Agreement is available on AL Website. It is the Client's duty to review this Agreement from time to time.
2. By continuing to access or use the software after any amendment to the Agreement, you agree to be bound by such amendments of the Agreement. Such amendments to the Agreement shall take effect immediately when notification is posted on the website.

## Article 14. Third-party content

1. The Software contains links to third-party websites and content from third-party data sources. AL does not own these websites and data sources, nor does AL monitor whether the content is complete, true, accurate, comprehensive and up to date.
2. If the Client leaves the Software and accesses these third-party links, the Client acknowledges that the Client is doing so at his own risk and expense. AL does not warrant that a third-party website or service will meet your requirements, be uninterrupted, timely, secure, or error-free, or that defects in the software will be corrected. AL is not responsible for any harm caused by your use of third-party websites or services. AL is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such third-party websites or properties.
3. The Client acknowledges that using third-party content is at his own risk and expense.
4. We have no responsibility for the accuracy or legality of content hosted on other websites and do not vet such external content. We accept no liability resulting from reliance placed on such external content. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEBSITES OR SERVICES YOU VISIT.

## Article 15. Force majeure

1. In addition to the provisions of Article 6:75 Dutch Civil Code, a failure by AL in the fulfilment of any obligation towards the Client cannot be attributed to AL in the event of a circumstance independent of the will of AL, as a result of which the fulfilment of its obligations is wholly or partially prevented towards the Client or as a result of which the fulfilment of its obligations cannot reasonably be expected of AL. These circumstances also include, but are not limited to, defaults on the part of suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions, explosions, embargos, uprisings, riot, war (whether or not declared), natural disasters (including storm) and contagious disease.
2. If a situation as referred to above arises as a result of which AL cannot fulfil its obligations towards the Client, then those obligations will be suspended as long as AL cannot meet its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the Agreement in writing in whole or in part.
3. In the case referred to in the second paragraph of this article, AL shall not be obliged to pay compensation for any damage, even if AL enjoys any advantage due to the force majeure situation.



## Article 16. Suspension

The Client waives the right to suspend the fulfilment of any obligation arising from this Agreement.

## Article 17. Expiry of the claim

Any right to compensation for damage caused by AL lapses, in any case, twelve (12) calendar months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

## Article 18. Disclaimer

1. The Software is made available to the Client on an "AS IS" and "AS AVAILABLE" basis, and AL makes no warranty as to its use or performance. AL and its suppliers do not and cannot warrant the performance or results the Client may obtain by using the Software. Except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by the law applicable to the Client in his jurisdiction, AL and its suppliers make no warranties, conditions, representations, or terms (express or implied whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation non-infringement of third-party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose.
2. The Client accepts that, depending on jurisdiction and type of document, extracts, documents, and data which originates from government bodies (such as company registries and similar organisations) may be indicative only, and do not hold legal value.

## Article 19. Liability for damage

1. AL is not liable for damage arising from this Agreement, unless AL has caused the damage intentionally or through gross negligence.
2. In the event that AL owes compensation to the Client, the damage cannot exceed the fee paid by the Client for the service.
3. AL's aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount actually paid by the Client to AL under this Agreement in the twelve (12) calendar months preceding the date on which the claim arose.

4. The limitation of liability also applies if AL is held liable for damages resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used by AL in the execution of the Agreement.
5. The liability of AL is not excluded for damage resulting from intent or willful recklessness on the part of AL, his supervisor or subordinates.

## Article 20. Indemnity

The Client agrees to fully indemnify and keep AL, associates, officers, and members of Acta Legis group, its third-party providers or licensors, and its respective employees indemnified against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by AL or its third-party providers or licensors arising out of any of the following:

- a) The Client's breach of this Agreement or its negligence, or other act, omission or default;
- b) The Client's misrepresentation or breach of warranties set forth in the Agreement;
- c) The operation or breakdown of any equipment or software owned or used by the Client;
- d) The Client's misuse of the Software; or
- e) The Client's violation of third-party rights, including but not limited to third party intellectual property rights.

## Article 21. Obligation to file a complaint

1. The Client is obliged to report within a reasonable time the faults and flaws in the Software to AL. The report shall contain a description of the shortcomings that is as detailed as possible, so that AL shall respond adequately.
2. In any case, a complaint cannot lead to AL being obliged to perform changes to the Software.

## Article 22. Intellectual property

1. Unless the parties have agreed otherwise in writing, AL and its licensors retain all intellectual property rights (including copyright, patent law, trademark law, drawings and model rights) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, scale models.
2. The mentioned intellectual property rights may not be copied, shown to third parties or made available or used in any other way without the written permission of AL.

3. The Client undertakes to maintain the confidentiality of the confidential information made available by AL. Confidential information is, in any case, understood to mean that to which this article relates, as well as the company data. The Client undertakes to impose a written obligation of confidentiality on the scope of this provision to its personnel or third parties involved in the implementation of this Agreement.
4. The Client accepts that AL may, at its own discretion, publicize in marketing or promotional communications made by AL or on behalf of AL the fact that the Client is using the Software. The Client agrees to AL using its logos, names, trademarks and brand images even without prior written permission.

## Article 23. Data protection

1. By using the Software, the Client shall access personal data. The Client acknowledges that he has a legal basis for processing personal data in compliance with GDPR or other relevant regulations.
2. The Client acknowledges that it is his obligation to record and be able to demonstrate the basis for the processing of personal data.
3. The Client acknowledges that he shall use AL Data only for the purposes outlined by this Agreement.
4. AL servers are located in EEA (European Economic Area). If the Client does not reside in EEA, the Client agrees that the Client's Data is transferred to EEA (European Economic Area).

## Article 24. Submissions

1. While using the Software, the Client submits the data which remains stored on AL systems. AL shall not access or review this data, except to facilitate the execution of Software features. AL shall not share this data with any third party unless such disclosure is required by any law enforcement or any governmental order or judicial request.
2. The Client agrees that the responsibility for the data submitted to the Software falls entirely on the Client and shall not hold AL liable in case of any loss or corruption of this data.
3. Upon the end of the term of the Agreement, all data related to the Client's AL Account shall be erased from AL's system.

## Article 25. Confidentiality

1. Each party will keep the information it receives (in whatever form) from the other party, and any other information regarding the other party that it knows or can reasonably suspect is secret or

confidential, or information that it can expect to its dissemination could cause harm to the other party, and shall take all necessary measures to ensure that its personnel also keep the said information confidential.

2. The duty of confidentiality referred to in the first paragraph of this article does not apply to information:
  - a. which was already public or subsequently became public at the time the recipient received this information without a breach by the recipient of a duty of confidentiality imposed on it;
  - b. of which the receiving party can prove that this information was already in its possession at the time of provision by the other party;
  - c. that the receiving party has received from a third party whereby this third party was entitled to provide this information to the receiving party
  - d. which is made public by the receiving party on the basis of a legal obligation.
3. The duty of confidentiality described in this article applies for the duration of this Agreement and for three years after its termination.

## Article 26. Severability

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

## Article 27. No Waiver

The failure by AL to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

## Article 28. Rights of Third Parties

This Agreement does not give rise to any third-party rights to enforce any term of this Agreement other than the parties hereto. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person other than the parties to this Agreement.

## Article 29. Use of electronic communication

The Client accepts that he will communicate with AL via electronic communication, such as an email, receiving a notification or invoice from the Software, or filling up a form via the Software. The Client acknowledges that electronic communication satisfies legal requirements that

communication between the parties is in writing, and agrees to the use of electronic communication in the execution of the Agreement. The Client waives the right, imposed by any regulation or rule, to require the delivery and retention of non-electronic records in the execution of the Agreement.

### Article 30. Applicable law and competent court

1. Dutch law is exclusively applicable to every agreement between the parties.
2. In the event of any dispute or difference arising between the parties in connection with this Agreement, the parties shall use their best efforts to settle the dispute amicably and by mutual agreement.
3. The Dutch court in the district where Acta Legis Coöperatief UA has a statutory seat is exclusively authorised to take cognisance of any disputes between the parties.

### Article 31. Contact information

To contact AL by email, please use the following:

- sales@actalegis.com for sales inquiries
- support@actalegis.com for support inquiries
- info@actalegis.com for all other issues

Or write to us:

**Acta Legis Cooperatief UA**

IJsbaanpad 2

1076CV Amsterdam, The Netherlands