

AVRION **Risk**

**AVRION RISK
TERMS AND CONDITIONS**

Version V1.0
March 2026
[PUBLIC DOCUMENT]

Table of Contents

1. INTRODUCTION AND STRUCTURE OF THE AGREEMENT	3
2. ELECTRONIC ACCEPTANCE AND COMMUNICATIONS.....	3
3. SERVICES.....	4
4. AVRION RISK PLATFORM AND RESPONSIBILITIES.....	5
5. FEES, PAYMENT, AND SUSPENSION	6
6. INTELLECTUAL PROPERTY	7
7. DATA PROTECTION.....	9
8. SERVICE LEVELS	9
9. WARRANTIES, DISCLAIMERS AND CLIENT RESPONSIBILITIES.....	10
10. INDEMNIFICATION	13
11. LIMITATION OF LIABILITY	14
12. CONFIDENTIALITY.....	15
13. TERMINATION AND SUSPENSION	16
14. GOVERNING LAW AND JURISDICTION	17
15. REFUNDS	17
16. MISCELLANEOUS	17
17. DEFINITIONS AND INTERPRETATION.....	19

1. INTRODUCTION AND STRUCTURE OF THE AGREEMENT

- 1.1. These Terms and Conditions, including any schedules, annexes, or appendices thereto ("**Terms**") govern your access to and use of the services provided by **Avrion Risk Ltd**, a company incorporated in England and Wales under company number 14111848 ("**Avrion Risk**", "**we**", "**us**" or "**our**").
- 1.2. These Terms apply to the use of the website located at <https://risk.avrion.com/> and <https://riskapp.avrion.com/> (the "**Website**"), including any APIs, web dashboard, investigative and compliance tools, identity and document verification systems, individual and/or corporate background checks, know-your-customer, and other related products, technologies, or services made available by Avrion Risk from time to time (collectively, the "**Services**").
- 1.3. These Terms, together with the Privacy Notice, any other applicable Website Policies, any Sales Order, or other commercial document executed between the Parties (each a "**Sales Order**"), and any additional documents expressly incorporated by reference herein (collectively, the "**Agreement**"), constitute a legally binding agreement between Avrion Risk and the organisation, entity, or business that registers for, accesses, or uses the Services, or that is identified in a Sales Order as the customer ("**Client**", "**User**", "**Subscriber**", "**you**", "**your**" or "**yours**"). For the purposes of the Agreement, Avrion Risk and the Client may each be referred to individually as a "**Party**" and collectively as the "**Parties**."
- 1.4. By accessing, registering for, or otherwise using the Website and/or the Services, you acknowledge that you have read, understood, and agree to be bound by the Agreement. You further represent and warrant that you are duly authorised to act on behalf of the organisation or legal entity identified during the registration or onboarding process, and that you have the full authority to bind such entity to the Agreement. If you do not agree to the Agreement in its entirety, you must not access, register for, or use the Website or the Services.

2. ELECTRONIC ACCEPTANCE AND COMMUNICATIONS

- 2.1. The Parties acknowledge and agree that this Agreement may be entered into electronically. By selecting the "**Accept**", "**Agree**", "**Create Account**", or similar confirmation mechanism during the registration or onboarding process, or without such selection, by continuing accessing the Services and registering for an Account, you confirm your acceptance of the Agreement and agree to be legally bound by its terms. Such electronic acceptance shall constitute a legally binding agreement between the Parties and shall have the same legal force and effect as a handwritten signature.
- 2.2. The Parties further agree that any notices, consents, approvals, acknowledgements, agreements, or other communications required or permitted under the Agreement may be provided electronically, including through the Website, the Client dashboard, email, or other electronic communication channels designated by Avrion Risk from time to time.

2.3. To the fullest extent permitted by applicable law, the Parties agree that the use of electronic records and electronic acceptance satisfies any legal requirement that the Agreement or related documentation be in writing or signed. The Parties waive any objection to the enforceability of the Agreement solely on the basis that it was executed electronically. Nothing in this clause 2 shall affect any statutory rights that cannot be waived under applicable law.

3. SERVICES

3.1. **Provision of Services:** Avrion Risk provides technology-driven risk, compliance, and investigative services designed to assist businesses in meeting regulatory obligations and managing financial crime risk. Such Services may include, without limitation, solutions relating to anti-money laundering ("**AML**"), know-your-customer ("**KYC**") and know-your-business ("**KYB**") verification, sanctions and politically exposed persons ("**PEP**") screening, adverse media monitoring, corporate registry and beneficial ownership searches, identity verification, reputational and dark-web intelligence searches, risk scoring, ongoing monitoring, and other related compliance or investigative activities. The Services are provided through technological interfaces made available by Avrion Risk, including but not limited to the Website, the Client's personalised dashboard area (the "**Account**") either web-based or app-based, applicable APIs, data integrations, reporting tools, automated monitoring systems, and related software components (collectively the "**Platform**").

3.2. **Service Delivery and Scope:** Avrion Risk shall provide the Services with reasonable skill and care and in accordance with the functionality and specifications made available through the Account, the Platform documentation, and/or any applicable Sales Order or commercial agreement entered into between the Parties. The specific Services made available to the Client, including any usage limits, credits, subscription tiers, or pricing structures, shall be determined by the selected plan and/or any applicable Sales Order or other commercial agreement. Services may be provided on a subscription basis, a credit-based or usage-based model, or other agreed commercial arrangements.

3.3. **Service Enhancements and Modifications:** Avrion Risk may from time-to-time update, improve, modify, suspend, or discontinue certain aspects of the Services in order to enhance functionality, improve performance, address security requirements, or comply with regulatory developments. Avrion Risk shall use reasonable efforts to ensure that any such modifications do not materially reduce the core functionality of the Services contracted by the Client without providing reasonable prior notice where practicable.

3.4. **Reliance on Third-Party Data Sources:** The Client acknowledges and agrees that the Services rely on information obtained from a variety of third-party sources, including public records, regulatory databases, commercial data providers, and other external datasets. As such, Avrion Risk does not control and cannot guarantee the completeness, accuracy, or availability of such data. The Client further acknowledges that data availability may vary across jurisdictions and that screening or monitoring results generated through the Services are dependent on the scope, quality, and timeliness of the underlying data sources.

- 3.5. Compliance and Decision-Making Responsibility:** The Services are intended to support the Client's internal compliance, risk management, and investigative processes. The Client acknowledges that the Services do not constitute legal, regulatory, or financial advice and should not be relied upon as the sole basis for making compliance, onboarding, transactional, or regulatory decisions. The Client remains solely responsible for exercising independent judgment, conducting appropriate due diligence, and seeking professional legal or regulatory advice where necessary.
- 3.6. Platform Use and Informational Content:** The Website and the Platform, including any content, documentation, reports, or materials made available through them ("**Content**"), are provided for the purpose of delivering the Services and supporting the Client's use of the Platform. The Client agrees to access and use the Website and the Services only for lawful purposes and in accordance with these Terms. The Client must not misuse the Platform, interfere with its normal operation, attempt to gain unauthorised access to the Services, or use the Services in a manner that could damage, disable, or impair the integrity or performance of the Platform.
- 3.7. Nature and Limitations of Screening Services:** The Client acknowledges that screening, monitoring, and verification results depend on third-party data sources and automated analytical processes. Also, you acknowledge that the availability and quality of information may vary depending on jurisdiction and regulatory environment; and that no technology-based screening system can guarantee the identification of all potential risks, regulatory violations, or compliance breaches.

4. AVRION RISK PLATFORM AND RESPONSIBILITIES

- 4.1.** To access the Platform and use the Services, the Client must register an account and provide complete, accurate, and up-to-date information as requested during the registration process. The Company may register you also via the Sales Order form, where applicable. All Platform information must reflect the true identity of the Client or its authorised representative. Submissions must include the registrant's real name, and the attorneys and other professionals must always register under their legal names. Where the Platform permits the creation of screen names, the screen name may be used, but the real identity of the registrant must remain accurate and verifiable.
- 4.2.** The Client warrants that any information submitted to the Platform is truthful and lawful. The Client acknowledges that all activity conducted through the Platform is deemed to be authorised and performed by the Client, and the Client assumes full responsibility for any consequences arising from such activity, including any claims, lawsuits, or complaints resulting from its use of the Services.
- 4.3.** You are responsible for maintaining the confidentiality of login credentials and any other access credentials issued by Avrion Risk and implementing internal access controls to ensure that only authorised personnel may access the Services. Additionally, you are re-

sponsible for all activities carried out under the Platform, whether by authorised or unauthorised users and you should notify Avrion Risk immediately of any suspected or actual unauthorised access, security breach, or loss of credentials.

- 4.4. Avrion Risk reserves the right to suspend or restrict access to the Platform and/or Services if it identifies any security risks, unauthorised access, or misuse of such. Such suspension does not relieve the Client of any payment obligations or other responsibilities under these Terms.

5. FEES, PAYMENT, AND SUSPENSION

- 5.1. The Services are offered under three tiers as described on the Website and in the Client's Account:

- **Free Plan** – limited access at no cost; usage restrictions may apply.
- **Professional Plan** – subscription-based access with monthly or annual billing; access to credits and Services as specified on the Website.
- **Enterprise Plan** – customised access, pricing, and terms governed by a separate Sales Order or commercial agreement.

- 5.2. Fees for the Professional and Enterprise plans, including pre-purchased credits, top-ups, or other applicable charges, are as specified on the Website, in the Client account, or in any applicable Sales Order (collectively, the "**Fees**"). All Fees are exclusive of VAT or other taxes. The Fees do not include bank fees, transfer fees, charges, taxes, duties, or similar fees that may apply to the Client from time to time for such payments, and such fees shall be borne by the Client.

- 5.3. Certain Services are consumed using a prepaid credit system. Upon purchase, the Client receives credits corresponding to the Fee paid. Each Service consumes a defined number of credits per usage as described on the Website. The Client may purchase additional credits ("**Top-Ups**") at any time without changing the underlying subscription plan. Unused credits may expire or be carried over only as expressly permitted on the Website. The Client acknowledges that Service access is contingent upon sufficient credits.

- 5.4. Unless otherwise specified, invoices for subscriptions, credit purchases, or Top-Ups are payable within thirty (30) days of issuance. Payments must be made in full without deduction, set-off, or withholding, except as required by law. Professional Plan subscriptions automatically renew for the same period (monthly or annual) unless cancelled via the Website or account before the renewal date on the date indicated therein. Enterprise Plans are governed solely by the Sales Order; automatic renewal does not apply unless expressly stated in the Sales Order.

- 5.5. Avrion Risk reserves the right to modify Fees, credit pricing, or subscription charges at any time. New subscriptions will be billed at the updated rates immediately upon purchase. Active subscriptions affected by price changes will receive at least five (5) business days' notice prior to enforcement. The Client may cancel an active subscription without

charge if it does not agree with the updated Fees or pricing during the notice period. Cancellation must follow the standard Website or account cancellation procedure. If the Client does not cancel the subscription before the end of the notice period, or continues to use the Services after the notice period, the Client shall be deemed to have accepted the revised Fees and pricing. Any changes to Fees or pricing do not affect amounts already paid for previous subscription periods, Top-Ups, or credit purchases.

5.6. If any Fees remain unpaid after the due date, Avrion Risk reserves the right to suspend or restrict access to the Services, charge interest on overdue amounts at the maximum rate permitted under applicable law; and take any other legal remedies available for recovery of unpaid amounts.

5.7. Suspension of the Services for non-payment does not relieve the Client of its obligation to pay any accrued or future Fees, including pre-purchased credits. Suspension, limitation, or temporary unavailability of Services does not reduce or waive the Client's obligation to pay Fees and Fees remain payable for Services delivered or available, including partial usage, up to the date of suspension or termination.

5.8. Avrion Risk may suspend or restrict access to the Services immediately if it reasonably determines that the Client, has failed to comply with any term of the Agreement or Website Policies, is engaging in conduct that poses regulatory, legal, or operational risk, generates abnormal system load, excessive errors, or false positives; or creates a technical, security, or operational risk to the Platform or third-party services.

5.9. Suspension may also occur to comply with applicable law, court orders, regulatory requests, or to prevent actual or potential legal liability. Reactivation of the Services is at Avrion Risk's sole discretion and may be conditioned on:

- the Client remedying the non-compliance or underlying issue to Avrion Risk's satisfaction;
- verification or corrective steps reasonably requested by Avrion Risk; and
- full payment of any outstanding Fees or charges associated with the Services.

5.10. The Client acknowledges that suspension or restriction of access does not constitute a breach of the Agreement, nor entitle the Client to any refund, rebate, or damages, except as expressly provided under the Agreement. Avrion Risk retains the right to modify its billing methods, subscription tiers, or Fees on reasonable notice, and to suspend or limit access where necessary to protect the integrity, security, or operational performance of the Services.

6. INTELLECTUAL PROPERTY

6.1. All intellectual property rights in the Services and Platform, including but not limited to patents, copyrights, trademarks, trade secrets, software, algorithms, reports, dashboards, APIs, documentation, and all related technology, are and shall remain the exclusive property of Avrion Risk or its licensors. The Services and Platform may incorporate technology licensed from third-party providers, and the Client acknowledges and agrees that Avrion Risk does not own the underlying intellectual property rights in such third-party technology.

- 6.2.** The Client is granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Services and Platform solely for internal business purposes and in accordance with this Agreement. Except as expressly provided herein, this Agreement does not grant the Client any rights in the Services or Platform.
- 6.3.** The Client shall not copy, reproduce, modify, distribute, reverse engineer, decompile, create derivative works of, sublicense, or otherwise exploit any part of the Services, Platform, Software, or third-party technology, except as expressly permitted under this Agreement, and shall comply with any third-party licensing terms incorporated into the Services.
- 6.4.** Ownership of all copies, improvements, modifications, derivative works, or extensions of the Services created in connection with this Agreement, whether independently by Avrion Risk or in conjunction with Client feedback, remains with Avrion Risk or its licensors. The Client irrevocably assigns to Avrion Risk all rights, title, and interest in any such modifications, enhancements, or derivative works and agrees to execute all documents necessary to effectuate such assignment. To the extent the Client is unavailable or unwilling to execute such documents, the Client appoints Avrion Risk as its attorney-in-fact for this purpose.
- 6.5.** Any feedback, suggestions, or comments provided by the Client may be used by Avrion Risk without restriction. Nothing in this Agreement grants the Client any rights in Avrion Risk's underlying models, methodologies, training data, datasets, analytical outputs, internal logic, or aggregated insights. Ownership of all data uploaded or submitted by the Client, including User data, remains with the Client, subject to the limited licence granted to Avrion Risk to process, store, transmit, and otherwise use such data solely for the purpose of providing the Services.
- 6.6.** All intellectual property rights in the Website and its content, including text, graphics, logos, icons, images, audio clips, digital downloads, and software, are the property of Avrion Risk or its licensors and are protected under UK and international copyright, trademark, and other intellectual property laws. Nothing in this Agreement grants the Client or any third party any rights or licences in the Website or its content other than what is strictly necessary to access the Website for internal business purposes, and any use beyond this requires prior written consent from Avrion Risk. All trademarks, service marks, trade names, logos, and other brand identifiers displayed on the Website are proprietary to Avrion Risk or third parties, and unauthorized use is strictly prohibited.
- 6.7.** With the prior written consent of the other Party, each Party may use the other's brands solely for agreed marketing or promotional purposes, and all such use shall inure to the benefit of the respective Brand owner, who shall retain exclusive ownership and registration rights. The Client grants Avrion Risk the right to use the Client's Brands in accordance with this provision.
- 6.8.** Because the Platform relies on third-party technology, delays, interruptions, defects, or outages may occur. Avrion Risk shall use reasonable efforts to manage and mitigate such issues but does not guarantee uninterrupted or error-free access, and such events shall not constitute a breach of this Agreement.

7. DATA PROTECTION

- 7.1.** Avrion Risk shall process any Personal Data provided by the Client in accordance with applicable Data Protection Laws, including the UK GDPR. The Client represents and warrants that it has all necessary rights, consents, and lawful bases to provide Personal Data to Avrion Risk for the purposes of accessing and using the Services, and that such processing will not violate any applicable law.
- 7.2.** The Client acknowledges and agrees that Avrion Risk may collect, use, and process Personal Data for the purposes of providing the Services, including operational purposes such as account management, billing, service improvement, fraud prevention, and security, in accordance with its Privacy Notice. The Client shall ensure that any Personal Data provided complies with applicable laws and that it has obtained all required consents for such processing.
- 7.3.** Avrion Risk may engage sub-processors or third-party service providers to assist in providing the Services. Personal Data may be transferred outside the EEA where necessary, subject to appropriate safeguards and applicable law.
- 7.4.** The Client shall indemnify and hold harmless Avrion Risk, its affiliates, officers, directors, employees, agents, and subcontractors from any claims, losses, fines, penalties, or damages arising from the Client's failure to comply with applicable Data Protection Laws or its representations and warranties under this Clause.

8. SERVICE LEVELS

- 8.1.** Avrion Risk shall use commercially reasonable efforts to ensure that the Services are available and operational in accordance with normal industry standards. The Client acknowledges that the Services are provided on an "as available" basis and that uninterrupted or error-free operation cannot be guaranteed.
- 8.2.** The Client acknowledges that periodic maintenance, upgrades, updates, or other technical interventions may be necessary to maintain or improve the Services. Such activities may result in temporary unavailability or reduced performance. Avrion Risk shall provide notice of planned maintenance where reasonably practicable.
- 8.3.** Avrion Risk shall use commercially reasonable efforts to respond to and address issues reported by the Client. Response times, resolution times, and methods of support shall be at the discretion of Avrion Risk and subject to the nature and severity of the issue, the availability of personnel, and other operational considerations.
- 8.4.** Avrion Risk shall not be liable for any unavailability, disruption, or degradation of the Services caused by events beyond Avrion Risk's reasonable control, including force majeure events, failures, interruptions, or degradation of third-party systems, networks, or data sources, misuse, misconfiguration, or failure of Client systems, equipment, or data or scheduled or emergency maintenance.

- 8.5.** The Client acknowledges and agrees that no monetary or other remedy is guaranteed for temporary unavailability, disruptions, or delays in the Services. Any remedies provided for failure to meet service expectations shall be at the sole discretion of Avrion Risk and constitute the Client's exclusive recourse.
- 8.6.** The obligations in this Clause regarding service levels, maintenance, and limitations shall survive termination or expiration of this Agreement to the extent necessary to address events or incidents that occurred during the term of the Agreement.

9. WARRANTIES, DISCLAIMERS AND CLIENT RESPONSIBILITIES

- 9.1.** Avrion Risk warrants that it shall provide the Services, including the Platform, AI Assistant functionality, Reports, and any other outputs, with reasonable skill, care, and diligence consistent with prevailing industry standards. Except as expressly set forth in this Agreement, all Services and outputs are provided on an "as is," "as available," and "with all faults" basis. To the fullest extent permitted by applicable law, Avrion Risk expressly disclaims all other warranties, whether express, implied, statutory, or otherwise, including, without limitation, any warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, or title. Avrion Risk does not warrant that the Services will meet all regulatory requirements, identify all risks, operate without interruption, or be free from errors.
- 9.2.** The Client acknowledges that all information, Reports, and outputs provided by Avrion Risk, including but not limited to KYC, AML, PEP, sanctions, or other regulatory-related materials, are supplied solely for general informational and business purposes. Such information may be derived from independent third-party data providers, public sources, or other external sources. Avrion Risk does not collect information directly from primary or official sources and does not verify, audit, or guarantee the accuracy, completeness, reliability, or timeliness of any data, Reports, scores, or outputs. The Client acknowledges and accepts that third-party data may be incomplete, inaccurate, outdated, or otherwise limited, and that reliance on such data is at the Client's sole risk.
- 9.3.** The Services, including AI Assistant functionality, operate solely as decision-support tools. Any flags, scores, categorizations, alerts, or other outputs provided are indicative only and shall not be construed as legal, regulatory, financial, or compliance advice. The Client retains sole responsibility for evaluating, interpreting, and acting upon any information, Report, or output obtained through the Services. The Client remains solely responsible for ensuring that all decisions made in reliance on the Services comply with all applicable laws, regulations, and internal policies, including but not limited to the UK GDPR, Data Protection Act 2018, Money Laundering Regulations 2017, AML/CTF legislation, sanctions, and other relevant regulatory obligations.
- 9.4.** The Services may incorporate data or information provided by the Client, its Users, third-party providers, or public sources. While Avrion Risk exercises reasonable skill, care, and diligence in producing the Services and outputs, the Client acknowledges and agrees

that such data may be inaccurate, incomplete, outdated, or otherwise limited. Avrion Risk does not independently verify, audit, or guarantee the accuracy, completeness, reliability, or timeliness of any such data or outputs. The Client shall assume full responsibility for assessing the suitability, accuracy, completeness, and applicability of all information obtained through the Services for all decisions, including regulatory, compliance, and business decisions. The Client further acknowledges that reliance on AI Assistant outputs, third-party data, or other decision-support outputs does not relieve the Client of any obligations under applicable law or regulatory requirements.

- 9.5.** If the Client enables the AI Assistant functionality for PEP, AML, or other risk-related assessments, the Client acknowledges that such functionality is provided as a decision-support tool only and does not constitute legal, regulatory, financial, or compliance advice. Avrion Risk warrants that the AI Assistant will be deployed with reasonable skill and care in accordance with industry standards; however, it is provided on an “as is” and “as available” basis and may not identify all risks, detect all politically exposed persons, or operate without interruption or error. The Client retains sole responsibility for any decisions or actions based on AI Assistant outputs and acknowledges that reliance on such outputs does not reduce its responsibilities under applicable law or regulatory obligations.
- 9.6.** The Client represents, warrants, and undertakes that:
- 9.6.1.** All data, used/added on the Account, and/or the Platform, including Personal Data, provided to Avrion Risk has been lawfully obtained and is accurate, complete, relevant, and suitable for processing.
 - 9.6.2.** All necessary consents or other lawful bases for processing Personal Data have been obtained and documented in compliance with all applicable Data Protection Laws, including the UK GDPR and the Data Protection Act 2018.
 - 9.6.3.** The Client shall use the Services solely for lawful purposes and in compliance with all applicable laws and regulations, including, without limitation, anti-money laundering (AML), counter-terrorism financing (CTF), sanctions, anti-bribery, and anti-corruption laws and regulations.
 - 9.6.4.** it is not subject to any sanctions or trade restrictions that would prohibit the use of the Services.
 - 9.6.5.** it is a business or legal entity duly authorised to enter into this Agreement and to use the Services, and that all Users of the Services provided access by the Client are of legal age to enter into binding contracts under the laws of their country of residence, which shall in any event be no less than sixteen (16) years of age and preferably eighteen (18) years of age where applicable. The Client shall ensure that it does not permit access to the Services by any individual who does not meet the foregoing age requirement or who lacks the legal capacity to use the Services in accordance with this Agreement.
 - 9.6.6.** All individuals accessing the Services through the Client’s account are duly authorised by the Client to act on its behalf and are subject to appropriate internal controls, governance, and obligations to comply with this Agreement.
 - 9.6.7.** The Client shall not use the Services to engage in any discriminatory profiling, harassment, human rights violations, or other unlawful, unethical, or improper activities.

- 9.6.8.** It shall use the Services exclusively for authorised and legal purposes, consistent with all Applicable Laws and User and third-party rights. "Applicable Laws" shall mean all laws, rules, regulations, treaties, and similar governmental obligations, including local, national, and multinational laws, that are applicable to any Party to this Agreement, including Data Protection Laws.
- 9.7.** The Client is expressly prohibited from engaging in the white-labeling, resale, or any other form of commercial exploitation of the Services without obtaining prior written approval from Avrion Risk. Any such arrangement must be formalized through a separate written agreement, which may include additional terms and conditions. This restriction safeguards the commercial interests of Avrion Risk and ensures that the Services are used solely as permitted under the Agreement.
- 9.8.** Avrion Risk warrants that the Services will be performed in a professional manner. In the event of a breach of this warranty, Avrion Risk's sole and exclusive liability and Client's sole and exclusive remedy will be for Avrion Risk to use commercially reasonable efforts to re-perform the non-conforming part of Services within thirty (30) days from receipt of notice from Client of the breach. All implied terms under the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law. This warranty is exclusive and in lieu of all other warranties, whether express or implied. Re-performance shall remain the sole remedy even where defects recur. We do not warrant that the Services will interoperate with Client's or any third party's systems.
- 9.9.** The Client shall not reverse engineer, decompile, disassemble, copy, modify, distribute, sublicense, resell, or otherwise exploit any part of the Services or Platform. The Client shall not interfere with, disrupt, compromise, or circumvent the integrity, security, or availability of the Services, Platform, or associated systems, and shall not upload or transmit any malicious, harmful, or corrupt data, code, or files. The Client acknowledges that it shall remain solely responsible for all decisions, actions, or outcomes arising from its use of the Services, Platform, AI Assistant, or outputs, and Avrion Risk shall have no liability for any reliance placed by the Client or any third party on such information.
- 9.10.** Avrion Risk is not a credit reference agency, and the Services and any information supplied through them do not constitute a "consumer credit report" or "credit reference agency information" under any applicable law, including but not limited to the Consumer Credit Act 1974, UK GDPR, and the Data Protection Act 2018. The Client shall not use the Services for the purposes of making decisions regarding consumer credit, insurance, employment, tenancy, government benefits, or other consumer-related determinations. The Client warrants that it is not subject to any sanctions, trade restrictions, or regulatory prohibitions which would restrict or prevent the use of the Services.
- 9.11.** Avrion Risk may use aggregated or anonymised information, including Personal Data, for the purposes of developing, testing, monitoring, and improving the Services, generating statistical reports and research, and maintaining internal audit logs and records in accordance with applicable law. Nothing herein shall obligate Avrion Risk to verify the accuracy or

completeness of Client-provided or third-party information. The Client assumes all risk associated with any errors, omissions, or unlawful processing of such data.

9.12. To the fullest extent permitted by law, Avrion Risk shall not be liable for any direct or indirect loss, damage, cost, or expense, including incidental, consequential, punitive, or special damages, reputational loss, business interruption, or regulatory fines, arising from the use of, or reliance on, the Services, AI Assistant, or third-party data. Nothing in this Clause shall exclude or limit liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, or any other liability which cannot be excluded under applicable law.

9.13. The representations, warranties, disclaimers, obligations, and undertakings set forth in this Clause shall survive indefinitely the termination or expiration of this Agreement. Avrion Risk shall be entitled to suspend, limit, or terminate access to the Services or Platform with immediate effect and seek equitable relief, including injunctions or specific performance, in addition to any other remedies available at law or in equity, for any actual or threatened breach of this Clause.

10. INDEMNIFICATION

10.1. The Client shall indemnify, defend, and hold harmless Avrion Risk, its affiliates, officers, directors, employees, agents, licensors, suppliers, and third-party information providers (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- 10.1.1.** any breach of this Agreement by the Client, including unlawful or unauthorised use of the Services;
- 10.1.2.** any violation of applicable laws, regulations, or sanctions, including anti-money laundering (AML), counter-terrorism financing, or data protection obligations;
- 10.1.3.** any misuse, misrepresentation, or unauthorised disclosure of the Services, Reports, or Client Data;
- 10.1.4.** any content, submissions, or Postings made through the Client's account;
- 10.1.5.** any failure by the Client to obtain required consents or ensure lawful processing of Personal Data; and
- 10.1.6.** any reliance on, or decisions made using, the Reports, outputs, or findings provided by Avrion Risk, including any inaccuracies, omissions, or outdated information.

10.2. The Client shall promptly notify Avrion Risk of any claim, action, or proceeding that may give rise to an indemnification obligation. Avrion Risk shall have sole authority and discretion over the defence or settlement of any such claim, including selection of legal counsel. The Client shall not participate in any proceedings or agree to any settlement affecting Avrion Risk without its prior written consent. The Client shall provide all reasonable assistance requested by Avrion Risk at its own expense.

- 10.3.** Avrion Risk shall indemnify the Client against any third-party claims that the Services, as provided by Avrion Risk and without modification by the Client, infringe or misappropriate any third-party intellectual property rights.
- 10.3.1.** Avrion Risk may, at its discretion:
- 10.3.1.1.** procure the right to continue providing the Services;
 - 10.3.1.2.** modify or replace the Services to make them non-infringing while maintaining materially equivalent functionality; or
 - 10.3.1.3.** terminate the affected Services and refund the pro-rated portion of any prepaid, unused Fees.
- 10.3.2.** This indemnity does not apply to claims arising from: use of superseded versions of the Services; modifications made by or at the request of the Client; use of the Services with third-party software or hardware not provided by Avrion Risk; Client-provided specifications or data; or continuing infringing activity after notice from Avrion Risk.
- 10.4.** The obligations under this Indemnification clause shall survive the termination or expiration of this Agreement and shall bind the Client and its successors and assigns.

11. LIMITATION OF LIABILITY

- 11.1.** Nothing in this Agreement limits or excludes liability for death or personal injury caused by Avrion Risk's negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited or excluded under applicable law. Subject to this, the total aggregate liability of Avrion Risk to the Client, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, arising out of or in connection with the provision of the Services, shall not exceed the total Fees paid by the Client to Avrion Risk in the twelve (12) months immediately preceding the claim.
- 11.2.** Avrion Risk shall not be liable for any indirect, consequential, incidental, special, or punitive loss, including but not limited to loss of profit, revenue, business, agreements, anticipated savings, goodwill, reputation, or regulatory fines, arising from:
- 11.2.1.** Client misuse or unauthorized use of the Services;
 - 11.2.2.** reliance on Reports, outputs, or findings provided by Avrion Risk; or
 - 11.2.3.** loss, corruption, or delay of data caused by the Client, its Users, systems, or third-party services outside Avrion Risk's control.
- 11.3.** For third-party intellectual property infringement claims, Avrion Risk's liability is limited to the remedies set out in Clause 10.3 (IP Indemnity). Avrion Risk shall have no liability for claims arising from Client modifications, specifications, or instructions, or use of the Services in combination with non-Avrion Risk products.
- 11.4.** All claims arising out of the same or related events, acts, or omissions shall be treated as a single claim for the purposes of the liability cap. The liability cap applies regardless of the form, basis, or legal theory of the claim, including indemnity claims, except where statutory liability cannot be excluded.

- 11.5. The limitations and exclusions set forth in this Clause shall survive termination or expiration of this Agreement.

12. CONFIDENTIALITY

- 12.1. For the purposes of this Agreement, "Confidential Information" means any information, whether written, electronic, or oral, disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), directly or indirectly, including but not limited to: trade secrets, software, algorithms, code, scripts, inventions (whether patentable or not), methodologies, designs, specifications, performance data, financial, business, pricing, marketing information, strategies, client or vendor data, and any other information the Receiving Party should reasonably understand to be confidential. Confidential Information also includes the details of the Services, reports, test results, and any technical, operational, or business information of the Disclosing Party.
- 12.2. The Receiving Party shall keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted herein, use the Confidential Information solely for the purpose of performing its obligations under this Agreement, apply at least the same degree of care to protect the Disclosing Party's Confidential Information as it applies to its own confidential information of a similar nature, ensure that any Representatives (officers, employees, professional advisors, agents, or subcontractors) who access Confidential Information are bound by written obligations of confidentiality no less restrictive than this Agreement, and remain liable for any act or omission by such Representatives.
- 12.3. Confidential Information may be disclosed to the extent required by law, regulation, court order, or governmental authority, provided the Receiving Party gives the Disclosing Party prompt notice (to the extent legally permitted) and cooperates in seeking protective measures and in aggregated or anonymized form that does not identify the Disclosing Party or its Users.
- 12.4. Confidential Information does not include information that is or becomes publicly known other than through a breach of this Agreement, is lawfully obtained by the Receiving Party from a third party without restriction; or is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by written records.
- 12.5. As per the applicable Privacy Notice and relevant policies, upon termination or expiration of this Agreement, the Receiving Party shall immediately cease all use of the Disclosing Party's Confidential Information, return or destroy all media, tangible or intangible, containing Confidential Information, including electronic copies, and certify compliance in writing and exclude automatically generated backup or archival copies retained solely for disaster recovery or legal-compliance purposes, which remain subject to confidentiality obligations until deletion under routine cycles.

- 12.6.** The Receiving Party shall protect all personal data disclosed under this Agreement in accordance with applicable data protection laws and its internal policies. The Disclosing Party grants the Receiving Party permission to use personal data for developing, testing, and improving the Services, fulfilling obligations under this Agreement, monitoring and reporting suspicious or potentially fraudulent activity, producing anonymized or aggregated statistical reports or research and maintaining audit logs and records for security or compliance purposes.
- 12.7.** The Parties acknowledge that breach or threatened breach of this Confidentiality clause may cause irreparable harm for which monetary damages may be inadequate. The non-breaching Party may seek injunctive relief, specific performance, or other equitable remedies in addition to any other rights or remedies available at law.
- 12.8.** The obligations under this Clause shall survive termination or expiration of this Agreement indefinitely, with respect to all Confidential Information that is not publicly available, lawfully obtained from a third party, or independently developed.

13. TERMINATION AND SUSPENSION

- 13.1.** Avrion Risk may terminate this Agreement for any reason, without cause, by providing seven (7) days' prior written notice to the Client. During this notice period, the Client may use any remaining credits (if available and applicable). Any unused credits at the end of the notice period shall be forfeited.
- 13.2.** Avrion Risk may terminate this Agreement immediately by providing written notice to the Client if the Client commits a material breach of any provision of this Agreement and, where such breach is capable of being remedied, fails to remedy it within seven (7) days of receiving written notice. Material breach includes, without limitation, any violation of data protection obligations, security requirements, or any misuse or unauthorised use of the Services.
- 13.3.** Avrion Risk may also terminate this Agreement immediately if the Client becomes subject to insolvency proceedings or similar events, including entering administration, provisional liquidation, being wound up, appointing a receiver over its assets, suspending or ceasing all or a substantial part of its business, or if its financial position deteriorates to the extent that Avrion Risk reasonably considers its ability to perform obligations under this Agreement to be at risk. Equivalent procedures in other jurisdictions shall be treated similarly.
- 13.4.** Additionally, Avrion Risk may suspend or terminate access to the Services with immediate effect where required by law, due to non-payment, serious security concerns, or other material breaches of this Agreement. Termination or suspension does not relieve the Client of its obligation to pay all accrued or outstanding Fees, including minimum commitments, usage charges, or other amounts due up to the date of termination.

- 13.5.** The Client may terminate this Agreement by deactivating its account, provided that the Client has no remaining credits in its Account.
- 13.6.** Upon termination, all licences granted under this Agreement shall immediately cease, and the Client must immediately stop using the Services. The Client shall return or securely delete all property, data, equipment, and materials provided by Avrion Risk, including any copies, and deactivate all API keys, credentials, tokens, or integration tools.
- 13.7.** Termination shall not affect any provisions intended to survive, including but not limited to accrued rights, confidentiality, indemnities, limitations of liability, intellectual property rights, or governing law. All rights, obligations, and liabilities accrued up to the date of termination, including claims for damages relating to breaches prior to termination, shall remain enforceable.
- 13.8.** Notwithstanding any other provision in this Agreement, any termination provisions set forth in an applicable Sales Order executed between the Parties from time to time shall take precedence over the termination provisions of these Terms to the extent of any conflict. In such cases, the terms of the Sales Order shall govern the termination rights and obligations between the Parties.

14. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, or termination. Nothing in this clause shall limit the right of Avrion Risk to seek injunctive or equitable relief in any competent jurisdiction where necessary to protect its intellectual property, confidential information, or Services.

15. REFUNDS

Except as expressly stated in this Agreement or required by applicable law, you shall not be entitled to a refund, rebate, or credit for any Fees, prepaid credits, subscription charges, or Top-Ups, whether in whole or in part, for any reason, including non-use, partial use, or early termination of the Services. All payments made by the Client are non-refundable once processed, and any unused credits or subscription periods shall be forfeited upon suspension, termination, or expiration of the Services, unless otherwise agreed in writing by Avrion Risk. Nothing in this Clause shall limit the statutory rights of the Client where applicable law mandates a refund, including in relation to faulty or non-conforming services.

16. MISCELLANEOUS

- 16.1.** Neither Party may assign, transfer, novate, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Avrion Risk may assign, transfer, or novate this Agreement, in whole or in part, to any of its group

of entities, affiliates or to any successor in connection with a merger, corporate reorganisation, sale of assets, or sale of all or a substantial part of its business. The Client shall not assign or transfer this Agreement, whether in whole or in part, to any competitor of Avrion Risk without our prior written consent.

- 16.2.** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise preclude any further exercise of the same or any other right, power, or remedy. No waiver of any breach shall be effective unless expressly made in writing by the Party granting the waiver.
- 16.3.** If any provision of this Agreement is held by a court or other competent authority to be invalid, illegal, or unenforceable in whole or in part, such provision shall, to the extent required, be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. Where possible, the Parties agree that any such invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the provision.
- 16.4.** This Agreement is intended solely for the benefit of the Parties and does not confer any rights or remedies upon any third party except as expressly stated herein. The provisions relating to disclaimers, limitation of liability, and indemnities shall also be enforceable by Avrion Risk's affiliates, directors, officers, employees, agents, licensors, and suppliers.
- 16.5.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party shall have authority to bind the other or incur obligations on behalf of the other Party without prior written consent.
- 16.6.** This Agreement (as defined herein above) together with any documents or policies incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, representations, or understandings, whether written or oral. Each Party acknowledges that it has not relied on any representation, statement, or warranty not expressly set out in this Agreement.
- 16.7.** Avrion Risk reserves the right to update or amend these Terms, any associated policies and the Agreement in general, where reasonably necessary at our discretion, and to also reflect changes in applicable law, regulatory requirements, industry standards, or the operation of the Services without prior notice. To ensure that you are aware of any changes, we recommend reviewing these terms periodically. The most current version of the Terms can always be found at our website. Where such changes materially affect the Client's rights or obligations, Avrion Risk shall provide reasonable notice through the designated email declared during registration, the Website, the Client Account or other appropriate communication channels. Continued access to or use of the Platform and/or the Services following the effective date of such changes shall constitute acceptance of the updated terms.

- 16.8.** Avrion Risk reserves the right to investigate complaints or suspected violations of these Terms and may take any action it reasonably deems appropriate, including suspension or restriction of access to the Services, reporting unlawful activities to competent authorities, and cooperating with law enforcement by providing information as required by applicable law.
- 16.9.** Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement to the extent caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, riot, civil commotion, fire, flood, storm, epidemic or pandemic, strikes, lock-outs or other industrial disputes, cyber-attacks, regulatory changes, failure of utilities, telecommunications or internet services, or the failure of sub-contractors or third-party providers outside the reasonable control of the Party. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to mitigate the impact and resume performance as soon as reasonably practicable. For the avoidance of doubt, a Force Majeure Event does not relieve the Client of its obligation to pay any Fees due under this Agreement, and if it continues for more than sixty (60) consecutive days, either Party may terminate the Agreement immediately by written notice.
- 16.10.** Headings contained in this Agreement are included for convenience only and shall not affect the interpretation of any provision. References to writing or written communication shall include electronic communications where permitted by applicable law.

17. DEFINITIONS AND INTERPRETATION

- 17.1.** In this Agreement, the following terms shall have the meanings set out below, unless the context requires otherwise:
- 17.1.1. "Account"** means the Client's personalised dashboard or interface, either web-based or app-based, through which the Client accesses the Services.
- 17.1.2. "Applicable Law"** means all laws, rules, regulations, treaties, and similar governmental obligations, including local, national, and multinational laws, that are applicable to any Party to this Agreement, including Data Protection Laws.
- 17.1.3. "Client Data"** means any data, content, information, documents, or materials provided, submitted, or uploaded by the Client or its Users to the Services or Platform.
- 17.1.4. "Data Protection Laws"** means all applicable data protection and privacy laws, including the UK GDPR, the Data Protection Act 2018, and any other applicable legislation relating to the processing of Personal Data.
- 17.1.5. "Intellectual Property Rights"** means any and all rights existing under patent, copyright, database, design, trade secret, trademark, service mark, know-how, or other intellectual property law, whether registered or unregistered, and including applications and rights to apply for such rights.
- 17.1.6. "Personal Data"** has the meaning given in the Data Protection Laws and includes any information relating to an identified or identifiable natural person.
- 17.1.7. "Platform"** means the combination of the Website, software, APIs, data integrations, reporting tools, personalised Account, dashboards, automated monitoring systems, AI

Assistant functionality, and all other related technological components through which the Services are provided.

- 17.1.8. "Sales Order"** means a personalised order form, invoice, or other commercial document executed between the Parties that specifies the Services, subscription plan, usage limits, Fees, or other commercial terms if such is selected.
- 17.1.9. "Services"** means all products, technologies, software, tools, investigative, compliance, and risk management services made available by Avrion Risk, as described in Clause 3, including KYC, KYB, AML, PEP, sanctions screening, identity verification, risk scoring, reporting, and other related services.
- 17.1.10. "User"** means any individual authorised by the Client to access and use the Services via the Client's Account.
- 17.1.11. "Website"** means <https://risk.avrion.com/> and <https://riskapp.avrion.com/>, including all web pages, portals, and interfaces made available by Avrion Risk to provide access to the Services.
- 17.1.12. "AI Assistant"** means any automated or algorithmic functionality, tools, or outputs provided by the Platform to assist the Client in risk, compliance, verification, or decision-support processes.
- 17.1.13. "Brands"** means any trade names, trademarks, service marks, logos, or other branding elements owned or licensed by a Party and used in connection with the Services or Platform.
- 17.1.14. "Applicable Fees" or "Fees"** means any charges, subscription fees, credits, top-ups, or other amounts payable by the Client for the use of the Services, as set out in the Website, Account, or Sales Order.
- 17.1.15. "Force Majeure Event"** means any circumstance beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, riot, civil commotion, fire, flood, storm, epidemic, pandemic, industrial disputes, cyber-attacks, regulatory changes, failure of utilities, telecommunications or internet services, or failure of sub-contractors or third-party providers.
- 17.2.** In this Agreement, unless the context otherwise requires:
- 17.2.1.** References to words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders.
- 17.2.2.** References to "you" or "your" shall mean the Client or User, and references to "we", "us", or "our" shall mean Avrion Risk Ltd, as defined in this Agreement.
- 17.2.3.** Any reference to a statute, regulation, or other law shall include any amendment, modification, re-enactment, extension, or replacement of it, and any subordinate legislation made under it.
- 17.2.4.** References to clauses, schedules, annexes, or appendices are to those in this Agreement, unless otherwise stated, and in the event of any inconsistency, the provisions of a Sales Order or other document expressly incorporated by reference shall prevail.
- 17.2.5.** References to writing or written communication include emails and other forms of electronic communication capable of being retained and reproduced.
- 17.2.6.** Words such as "include", "includes", or "including" shall be construed as being without limitation.

- 17.2.7. Headings are included for convenience only and shall not affect the interpretation of this Agreement. Any rule of construction that ambiguities are to be construed against the drafting party shall not apply.
- 17.2.8. Time references to "days" mean calendar days unless otherwise specified, and references to "business days" mean days other than Saturday, Sunday, or public holidays in England and Wales.