



GENERAL CONDITIONS OF IBAKUS®

IT IS BROUGHT TO THE ATTENTION OF USERS (SEE DEFINITION BELOW) THAT THIS SITE HAS BEEN DEVELOPED IN A POSITIVE SPIRIT OF COLLABORATION BETWEEN THEM AND THE COMPANY.

THEY ARE ASKED TO READ VERY CAREFULLY THE GENERAL CONDITIONS BELOW WHICH APPLY TO ALL RELATIONS BETWEEN THE COMPANY AND USERS.

1 - General information

The company that operates the website www.ibakus.com and operates the application is the Luxembourg company IBAKUS Europe sa, whose registered office is located at Route d'Arlon 283 in L8011 Strassen, RC : B 121824, tax number: 2006 2231 328, VAT : LU 246 667 48

herein defined as "**the Company**".

Unless expressly agreed otherwise and accepted in writing, these general terms and conditions alone shall apply to all our offers, orders, commitments or contractual relationships, even if the user's terms and conditions assert their own primacy. The general conditions have necessarily been read and approved when entering into the relationship and are available at any time on the company's website (www.ibakus.com/en/page/terms-of-use).

For the convenience of customers, these general terms and conditions have been translated into foreign languages. In the event of a dispute, only the French version will be referred to.

No exemption, change, variation or addition to these general terms and conditions may be effective except in the form of a writing expressly accepted by affixing the authorized signature of each of the two parties on or after the date of signature of the contract or offer by each of the two parties. No argument can be drawn from a favour, even if it has been repeated.

2 – Definitions

These terms and conditions apply to the use of the www.ibakus.com website, hereinafter defined as "**the Site**". The Site provides both an online general presentation of the company and its products and services, on the one hand, and access to the Applications discussed below, on the other.

The "**FILE**" must be understood as consisting of all the information entered by the Owner and the Users authorized by him, in the database or databases they have created.

The "**OWNER**" of a Dossier must be understood as the one who has registered as such and is legally responsible for the entity that has registered; it is defined under the generic term "the Owner". In other words, is considered as the Owner of the File, not in the first sense of the term, but in the sense of "owner of all the rights of use related to the subscription, a right which he may also have towards his employees, principals and other servants, for whom the Owner remains responsible". Such Owner, within the meaning of this Agreement, may technically, as the person responsible for the File, invite a User (who would be, for example, one of his principals) to have access to his File, but he then does so under his sole, full and entire responsibility.

The "**USERS**" of the site are the persons who are defined under the generic term "the User": these are the persons who will be able to use the site and its various functionalities, or only some of them, upon invitation received from the Owner, in the context of their professional activity, regardless of their level of responsibility at the level of the entity that has been registered by the Owner. The Owner is also a User, but with the highest level of authorization.

The User is always a natural person who is required to identify himself/herself correctly by communicating correct data to the company, which cannot be held responsible for incorrect or incomplete information.

The site offers the use of several applications, the main one being intended to manage the AML/CFT (Anti-Money Laundering & Terrorist Financing) files of the Owner's customers, an application called IBAKUS.kyc, on the other hand.

The site also offers a task management system called IBAKUS.tasks to monitor tasks related to the application listed above. This tool allows you to encode, and sometimes suggests dates, which may concern legal deadlines. The Company is not liable for the dates thus encoded, including when they are suggested by the software. Users are invited to remain aware that this is only a computer tool at their disposal, not an artificial intelligence intended to do the work for them, nor to replace their legal, regulatory or liability obligations, whether professional or otherwise.

Some applications are free of charge (e. g. IBAKUS.tasks), while others are subject to a charge: for prices, the customer should refer to Article 9 and, more generally, to the "prices" page (+ possible reference) or to its "prices" section (+ possible reference) or to its "rates" section of these general terms and conditions.

Whether free or paid, all these applications will be referred to below as "the Applications".

By registering, Users formally accept that they may be sent informative messages in the form of a mailing or any other technical or informative notification relating to the Applications they use. In this respect, reference is made to the section "Company privacy policy and information pursuant to the Data Protection Regulation - DGPS (General Data Protection Regulation – <https://eur-lex.europa.eu/legal-content/FR/VXV/HVML/?uri=CELEX:32016R0679&from=FR>)

As developed in the "confidentiality" points below, the Company never sends any information relating to Users to any external operators whatsoever. If it has to use subcontractors, as is the case, for example, with the servers it uses, they are "PSF" certified servers (Financial Sector Service Providers in Luxembourg), or servers that benefit from the highest possible degree of security and confidentiality, and are also controlled in this respect by the Luxembourg authorities. If, in the future, the company were to have recourse to other external parties, it would ensure that they comply with these general terms and conditions, including that they protect the data and rights of the owners and users of the applications and Files in the most secure way possible.

Whether or not he is in a test period, the User, understood here in the broadest sense, acknowledges having a right to use the site, without further ado. He remains the owner of the data he has encoded on the site and has the possibility of repatriating them locally in standard.csv or.pdf format. The problem of the retention period of summaries sent to him in.csv or.pdf format is the exclusive responsibility of the user: it is up to him to examine, with regard to the Directives, laws and regulations on which he depends, how he intends to use the tool and the conservation period for the data he has compiled, collected or both through the applications. The company, for its part, notifies in advance and in the event of the user's inactivity for two years, that it will deactivate the File thus unused during this period. Users' attention is drawn to the fact that as soon as the subsequent deactivation is effective, unless otherwise advised by the owner, the company itself no longer has access to the archives.

3 - Product acceptance

The site offers Applications that are in a standing offer status. The fact that a User registers as an Owner or User obliges him/her to read and expressly accept these general conditions. Access to the Applications being impossible, even in the context of free use, on a trial basis, without confirmation of the reading and explicit and express acceptance of these conditions.

The applications have been designed to operate independently by the company. By registering on the site, Users undertake to accept and use the Applications as they stand and to tolerate that the Company make any modifications to the site that it deems useful for the development of the Applications.

4 - Minimum hardware requirements

To be able to use the Applications correctly, Users need a computer connected to the Internet via a good quality line.

Users have checked the quality of their line; good use requires a connection that is free of frequent interruptions and has sufficient throughput. For information: the loss of connection with the server does not present a risk of file corruption but rather represents an inconvenience for the User.

The site supports all standard Internet browsers, with the exception of Microsoft Explorer, for which reservations are made.

5 - Limitation of liability & control

The company guarantees the proper functioning of the Applications, provided they are used correctly, as indicated in the help.

In the event that a programming error made by the Company is detected, the Company undertakes to correct it as soon as possible. The company's liability being limited to this specific point.

Users ensure that they have sufficient knowledge in the professional fields to which the Applications made available to them belong, to ensure their proper functioning. The Company cannot be held liable for any errors in handling or interpretation, regardless of their consequences.

The Applications are intended for use in connection with legal and recognized activities in their country of origin.

Neither party shall be liable to the other for any failure or delay in the performance of its obligations above due to an event of force majeure or fortuitous event.

6 - Insurance

The Company cannot be held liable for any event that occurs outside its field of intervention and/or provision of services. All exclusions relating to its liability are included in the general terms and conditions.

They result, among other things, from the civil liability insurance taken out by the company (extract below).

By civil liability insurance contract, we mean the contract taken out by the company to cover contractual and non-contractual civil liability which may fall to it for damage of any kind caused to Third Parties and resulting from errors, omissions or negligence committed by it, in its capacity as an IT service provider in the course of its activities.

Neither party shall be liable to the other for any failure or delay in the performance of its obligations here under due to an event of force majeure or fortuitous event.

In the context of the liability and insurance provisions that follow, the term "Insured" may refer to the Company, but also to certain Users of a particular function of the site.

The company's guarantor and, consequently, the company's potential liability under this agreement are excluded:

- Damages caused intentionally by an Insured, who would use the equipment made available to him/her for the purpose of harming the interests of a Third Party, for example. However, if the Insured at fault is neither the policyholder nor one of its partners, directors, managers, organs, officers, directors and officers, nor the technical manager, the guarantor shall remain the property of the Insured other than the offender, subject to the deductible provided for in the contract and the recourse that the company is entitled to exercise against the latter.

Also excluded are damages caused by:

- The terms and conditions of the business, accepted by the Insured or by a breach of the standards of prudence or safety specific to the insured activities such that the harmful consequences of such breach or such terms and conditions of operation were - in the opinion of any person normally competent in the matter - almost inevitable;

- Multiple repetitions, due to the absence of precautions, of damage of the same origin;

- Failure to submit the recommended or used methods to sufficient prior checks, taking into account the technical and scientific knowledge acquired.

Damages resulting from the non-return of funds, breach of trust, embezzlement, misappropriation or similar acts, as well as unfair competition or infringement of intellectual property rights such as patents, trademarks, product marks, designs and copyrights;

Judicial, transactional, administrative or economic fines, punitive or dissuasive damages (such as "punitive damages" or "exemplary damages" of certain foreign rights), as well as the legal costs of criminal proceedings.

The civil liability of the corporate officers of the insured company incurred under the legislation in force in the event of mismanagement by them in their capacity as directors or managers.

The responsibilities that may fall to subcontractors, partners or members of a consortium or joint venture, working in collaboration with the Company.

7 - User's responsibility

The User expressly undertakes, notwithstanding any use of the assistance services, to report as soon as possible, in writing, any generally unspecified technical problem he may encounter in the course of his use.

If it should prove that a User has failed to comply with this duty of care and good cooperation within 24 hours of the occurrence of a problem, he/she will be precluded from claiming compensation for any damage resulting from it.

Without prejudice to the foregoing, the Company's full and entire liability to the User for the Services provided under this Agreement, as well as any negligence, positive act or omission committed by the Company's consultants, whether subcontractors or agents, taking into account death, injury, loss or damage caused by, or resulting from any such entity, shall in no event be sought when the User's actions interfere with the Company's services.

As Luxembourg law is applicable within the framework of these conditions, there can be no question of claiming anything other than the actual damage

8 - Use of the helpdesk

The helpdesk available under the heading "Need help / New help ticket" is always available. This is the only correct way to contact the helpdesk. The Company does not guarantee a correct follow-up of requests for assistance that have been made in any other way.

The price of the support service is included in the application usage fee.

The company will take all reasonable care and measures to ensure the best possible assistance service, but cannot be held responsible for problems external to its organization such as failure of users' equipment or insufficient technical knowledge in the matters covered by the Applications.

In case of unavailability of the helpdesk via tickets, it is also possible to exchange by email at the following address: help@ibakus.com

The company will give its best care to requests made by email but does not guarantee the response time.

9 - Prices

Subject to Article 10, the prices for the different applications offered by the site are easily available via the various forms available.

The prices quoted are valid for the current calendar quarter. Any possible changes will be made with a minimum of 15 days' notice.

The advertised prices are always expressed excluding VAT. The application of VAT is subject to the legal provisions in force in the country of the users.

Only the payment methods indicated on the site are accepted by the company. Payment by cheque will always be banned.

10 - Market segmentation

To the extent that tax policy may vary from one country to another and to the extent that the Applications are addressed to all countries, Users are fully informed that the prices displayed on the Site are "tax neutral", i.e. expressed excluding VAT and excluding any other type of taxation that a particular country may apply to the

sale of the Services of the Application due to a territorial link or any other link that would connect Users or any other party to that country.

The Owner expressly agrees that he knows that the prices are expressed net of any taxation and that any taxation due in his country of origin may be passed on in addition to the invoicing sent to him, in other words that the prices displayed may be increased by VAT or any other existing or future tax that may be claimed by a state involved at any level whatsoever in the process of issuing the Applications made available to such users by the Company.

11 - Payment terms and conditions

The right to use the Applications is invoiced according to a price scale, taking into account the volumes of information specific to each Dossier managed by the system. This user fee is invoiced in advance, on the anniversary date of the switch to the paid version.

Invoices are sent electronically after payment to the address indicated by the OWNER on the "My Information" page of the "Settings" menu (www.ibakus.com/en/application/settings). **Exclusive of any other address.**

For a good transmission, the OWNER will ensure that this address is always correct.

The payment methods are chosen by the Owner when he registers among the options proposed by the STRIPE collection site. and are:

- the occasional credit card
- the direct debit credit card
- the one-off SEPA bank transfer
- SEPA direct debits with direct debit

In the event that the STRIPE payment organization refuses the levy for any reason whatsoever, the Company shall be entitled to claim from the owner at least the fees imposed by the external partner Stripe®, which, for information purposes, are generally €7 per transaction refused.

Any complaint or request for information relating to invoicing or questions relating to payments will be addressed to the email address invoices@ibakus.com

12 - Application test period

All applications have a free trial period.

During the test period, free access to IBAKUS.kyc is limited to fifteen days and only one File, but there is no limit on the number of cards per File.

An Owner can invite as many other Users as he wishes in his KYC Folder.

Beyond a single Folder or the test period, in all cases (of any Application), only a paid version of the software concerned will be possible. The Owner who does not wish to continue, beyond the test period, to use the concerned Application or Applications, has the possibility to irreparably delete all the data in his File.

Any note, report, list, recording, or document of any kind and nature emanating from the user remains the sole property of the user and must be created, prepared and kept strictly confidential by him, in particular with regard to the obligations of his professional order (Cfr. Infra).

13 - Intellectual property

Intellectual property rights are those rights that are qualified as such through the definitions given by the various legal systems worldwide, whether they are legal systems or definitions that derive from Common law systems and are therefore legally recognized, and in particular:

- Copyrights, patents, trade secrets, trade secrets, trade secrets, know-how or know-how, trademarks, patents, inventions, design, logos, trade dress, moral rights (e. g. copyright), masked words, slogans and other advertising formulas and derivatives of any form, used for professional commercial purposes, and any other form of private intangible rights

- Any application or right to apply the above-mentioned rights

These rights are never assigned except in a strictly restrictive manner and only pursuant to an express, prior and written agreement of the Company.

An implicit renewal, extension or restoration of this license assignment does not mean an assignment.

In other words, and in summary, the intellectual rights implemented or used in connection with the use of the site remain the property of the Company, unless expressly agreed otherwise in writing.

The intellectual property rights related to the site and its image also constitute the exclusive property of the Company and include in particular:

- Reproduction and public communication rights.

14 - Operating modes

The Company alone shall have the right to fix the work, in whole or in part, by any technique on any medium and in particular:

- Online support, including Internet, as well as any Intranet network, any computer terminals in private and/or public places. Authorization to reproduce on the Internet also includes authorization to establish any link from or to the site where the work is reproduced, and generally to make normal use of the site and its content;

- A "paper" medium such as:

- the publication in whole or in part in a periodical, information publications, books, syllabus, instructions for use, etc.

- The ability to reproduce the work on another medium including offline computing such as: CD-ROM, databases, floppy disks, DVD, USB stick, Flash drive, etc.

- The right to reproduce the work in an unlimited number of copies of each medium;

- The right to distribute the work and communicate it to the public by any means of communication, including communication by cable, satellite, microwave, Internet and computer networks;

15 - Specific intellectual property

The user of the IBAKUS.kyc application is advised that the Dow Jones Risk & Compliance List is the exclusive property of Dow Jones, Factiva Limited, incorporated in England and Wales (registered company number 3773253) which is registered and has its headquarters at The News Building, 1 London Bridge Street, SE1 9GF London, England ("Dow Jones")

The use of this "Dow Jones Risk & Compliance List" is limited to the uses intended by the IBAKUS.kyc application, to the exclusion of any other use.

The Dow Jones Risk & Compliance List is confidential and may not be altered, modified, used or disclosed under any circumstances.

Neither party may assign or transfer, whether for a consideration or free of charge, all or part of its rights or obligations resulting from the agreement to a third party, without the prior written consent of the other party: this clause is generic and concerns all aspects of the company's business and these general conditions, but is also particularly valid for all elements of intellectual property.

16 - Complaints and applicable law

In terms of complaints, a distinction should be made between general complaints and complaints relating more specifically to invoicing.

For any dispute, controversy, or claim arising from the application of these general terms and conditions or any subsequent modification thereof (including, but not limited to, their formation, validity, binding effects, interpretation, performance, breach or termination) and any non-contractual claims, or, in general, any claim other than those concerning the only precise point of invoicing (see below), under penalty of nullity

(inadmissibility), the parties, i.e. the Company and the Owner, undertake to seek an agreement in advance through mediation with an approved mediator (www.cmcc.lu).

The mediator will be appointed by mutual agreement between the parties or, failing that, by the President of the Luxembourg Commercial Court from the list of lawyers who have completed the training and are approved mediators.

Unless otherwise expressly agreed by the parties, the mediation may not exceed 3 months from the date of appointment of the mediator.

The place of mediation shall be Luxembourg and the language of proceedings shall be French.

In the event of failure of the mediation, and only in this case, the dispute will then be exclusively submitted to the Courts of Luxembourg.

These general terms and conditions are governed by Luxembourg law.

Under penalty of foreclosure, complaints concerning invoices must be reported in writing within 8 calendar days from the date of sending the invoice and/or summary e-mail. Invoices whose summary (e-mail) has not been protested within the specified period are in any case no longer contestable upon receipt.

17 - Legal costs

In the event that a dispute concerning an obligation to pay is brought before the Courts, it is recalled that all countries of the Union, by legal or jurisprudential means, have recognised the principle of "reasonable compensation for the relevant recovery costs incurred as a result of late payment".

For information, in practice, there is a tendency for courts to award compensation equivalent to at least 10% of the unpaid amount, for procedural compensation alone, without prejudice to other damages or those mentioned above and without counting bailiff and other costs...

Luxembourg law applies to all litiges relating to the use of the site. The courts of Luxembourg have exclusive jurisdiction.

18 - Confidentiality of information and data

This point is further detailed in the following point.

In any case, in general, the Company takes all necessary measures to preserve the integrity of the data stored on its site by Users. However, the User remains solely responsible for the data transmitted to the Company, he must ensure prior to any transmission, backup and a hard copy.

This copy must be kept by the client until the final verification of the transfer and at least for a period of 2 years.

If such a copy is not kept during this period, the Company cannot be held liable in any way for any missing or corrupted data problems.

Similarly, access to confidential data (such as passwords, information relating to the User's customers, etc.) recorded in the File is the sole responsibility of the User, who, except in the case of manifest fraud, may not seek the Company's liability if such data were to be used, disseminated, stolen, pirated, etc.

Similarly, the company may not be held liable for any incidents, not within its control, that may lead to an abnormal dissemination of the information stored on its site.

18.1 - Company privacy policy and information pursuant to the data protection regulations - GDPR

Our company provides services that involve the collection of personal data from individuals residing, in particular, in the European Union, and is therefore subject to the GDPR.

Here, for all matters relating to the application of the GDPR, the data in question are those of the Owners and Users, whether or not they are paying for the Site and Applications, and not those that they themselves encode in their Files. The data that Owners and Users encode in their Files are their exclusive property, they are placed under their exclusive responsibility and are encrypted in such a way

that Company members can only access them with their consent (the explicit consent of the Owner) to such an extent that it requires active collaboration in the implementation of the decryption of the computer key by Company members.

As a natural person residing in the European Union, the Owner and the User hereby consent to the processing of their personal data, including sensitive data.

As a company, with regard to the personal information of your employees, officers, shareholders or others, we consider that the processing of their personal information is necessary for the legitimate interests pursued by our company (essentially, with regard to our website: customer information) in accordance with Article 6 f of the GDPR.

Our company only keeps this information for the duration of the period during which the right of use is granted or the duration of the legal obligations arising from the fight against money laundering and terrorist financing, and in accordance with its obligations arising from its liability.

Our internal procedures and servers are designed to ensure the highest possible security of your data.

Your rights, as guaranteed by the GDPR, are as follows:

An easier right of access.

In the event of a request for access by a natural person (Owner or User) to his personal data, in addition to being part of his Personal File and accessible to him, this natural person may contact our Data Officer (see below) responsible for notifications, who will then have a maximum period of one month to satisfy it: in this case, the Owner will be asked for prior written authorization to access the encryption key by the Company, which otherwise does not have access to this data.

At any time, a User may view his or her personal data as recorded on the Site by consulting the "My Account" page.

A right to forget

In any case, a User may delete his account himself, which will immediately delete all his personal data, with the result that it will be impossible to access the Applications.

If an Owner deletes his account, he also deletes, in addition to his personal information, the Files he owns.

A right to limitation of processing

This right is not applicable in some specific cases provided for in Art. 18 of the GDPR. Please contact us if you feel you are in one of these cases.

A right to data portability.

This is a new right that allows a person to retrieve the data they have provided, in an easily reusable form and, if necessary, to transfer them to a Third Party. By going through the "Print out" menu, submenu "Complete Export", all the information contained in your File(s) is transferred to you in electronic format (JSON)."

Information about data security

Notification in the event of a data breach. Companies will be required to take action in the event of a security breach resulting in the destruction, loss, alteration or unauthorized disclosure of data.

In the event of a security breach, the Company will notify the competent regulatory authority (the Personal Data Protection Commission) within 72 hours. The natural persons concerned will be informed as soon as possible if the data breach or violation involves a high risk to their rights and freedoms.

Backup

Our server is subject to a daily back-up procedure performed by the Arianesoft sa hosting company in Bertrange. As a subcontractor, this company has undertaken to apply the DGPS and notify us of any data compromise.

General conditions of the host

The general conditions of the host, Arianesoft nv are available on our website.

Data Protection Officer

As our company has less than 25 employees, no DPOs have been appointed, but Mr Martin Stoz is in charge of these functions. Users are invited to take into account the size of the company in their dealings with the person assuming the functions of DPO.

Software & data

The main personal data of individuals are stored in my sql tables located on the Arianesoft sa server. Employees of our company cannot access it without the express prior consent and collaboration) of the File Owner, as part of a clear exceptional procedure requiring the agreement of the Owner to access the encryption key that makes this data accessible.

Access management is configured by the IT Manager in charge of IT, currently Mr Martin Stoz.

18.2 - Personnel management

The HR manager is Ariane Vansimpson.

She and the company's managers have access to the specific directory where all personal information (pay slips, etc.) of the company staff is stored.

18.3 - Subcontractor management

Our company chooses subcontractors with sufficient guarantees.

Our two subcontractors are :

- hosting our applications, is Arianesoft sa, 5, zone d'activité Bourmicht, L-8070 Bertrange, RC B61795 (Groupe Telkea/Treetop Psf).
- the supplier of the "Dow Jones Risk & compliance list" database is Dow Jones, Factiva Limited, incorporated in England and Wales (registered company number 3773253) which is registered and has its headquarters at The News Building, 1 London Bridge Street, SE1 9GF London, England ("Dow Jones").

The "Dow Jones Risk & compliance list" database is copied weekly in its entirety to our server in the Grand Duchy and updates are downloaded daily. As a result, no data relating to the operation of the application comes out of the Grand Duchy or from PSF servers.

18.4. General information on GDPR

The "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, abbreviated as GDPR" on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)," OJ L 119, 4.5.2016, p. 1-88, § (n.d.), <http://data.europa.eu/eli/reg/2016/679/oj> ("GDPR").

Our company provides services that involve the collection of personal data from individuals residing, in particular, in the European Union, and is therefore subject to the GDPR. It also processes personal data concerning its partners, collaborators and employees.

As a subcontractor ourselves, we confirm that we have adopted the procedures required by the DGMP and undertake to notify the Owners without delay of any information concerning this data processing on behalf of third parties.

For Luxembourg, any person wishing further information may contact the Commission for the Protection of Privacy at the following address: National Commission for the Protection of Privacy,

whose registered office is located at 1, avenue du Rock'n'Roll in L-4361 Esch-sur-Alzette, or any other similar body within the European Union.

Contact with this organization can be made via the following link:
<http://www.cnpd.public.lu/fr/support/contact/index.php>).

The customer is solely and exclusively responsible for any illegal use he may make of the tools made available to him.

Thank you for your attention and trust.

IBAKUS employees do their utmost to ensure that users maintain a high level of satisfaction.