

Terms and Conditions

The following schedules outline the services provided by each organisation:

- [Schedule 1: One AML \(consulting services\)](#)
- [Schedule 2: Alpha AML \(training services\)](#)
- [Schedule 3: First AML \(AML software\)](#)

Schedule 1: One AML Terms & Conditions

Part A: Customer engagement

I. Disclosures

- A. Please read this Schedule 2 carefully before you sign.
- B. The definitions in the General Terms included in Part B shall apply.
- C. We draw your attention to the fact that:
 1. Any advice given to you is only an opinion based on our knowledge of your business' specific circumstances and should not be interpreted as legal advice.
 2. To the maximum extent permitted by law, and subject to your rights under the Australian Consumer Law, you indemnify us against costs brought against us:
 - a) in connection with Personal Information provided by you;
 - b) due to your actions that result in us being liable for a failure to notify any Notifiable Privacy Breach; and
 - c) your liability under this Agreement is limited to \$200,000, and our liability is limited to the greater of \$200,000 and 3x the Fees paid or

payable in the preceding 12-month period.

- D. To the maximum extent permitted by law, and subject to your rights under the Australian Consumer Law, neither party will be liable for Consequential Loss.

II. Background

- A. As a reporting entity under the Anti-Money Laundering and Countering Terrorism Financing Act 2006 (Act), the Customer (Customer/You) is required to have an Anti-Money Laundering and Countering Terrorism Financing (AML/CTF) Program, including a money laundering and terrorism financing (ML/TF) Risk Assessment and AML/CTF Policies (referred to as the (AML/CTF Program)).
- B. You have requested One AML to assist the Customer in the creation of its AML/CTF Program, which will cover the minimum requirements under the Act.
- C. The purpose of these Customer Engagement Terms is to confirm the terms of our engagement to prepare an AML/CTF Program. All services are

provided subject to the General Terms.

III. About the AML/CTF Act


- A. The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) requires a person who provides designated services to be a reporting entity.
- B. Section 51B of the AML/CTF Act imposes a civil penalty on providers of designated services who do not enrol on the Reporting Entities Roll. If AUSTRAC prosecutes for non-enrolment, the penalty payable is determined by a court. The maximum penalty for a body corporate is 100,000 penalty units (currently \$21 million). The maximum penalty payable by a person other than a body corporate is 20,000 penalty units (currently \$4.2 million).
- C. A reporting entity must develop, adopt, and maintain an AML/CTF Program that reflects its business circumstances and complies with the AML/CTF Act.
- D. Under the AML/CTF reforms, the AML/CTF Program consists of two distinct but interrelated documents:
 - 1. ML/TF Risk Assessment—This document identifies, assesses, and manages the money ML/TF risks specific to the business.
 - 2. AML/CTF Policies—This document sets out the policies, procedures and control measures that the business implements to comply with its AML/CTF obligations.


Together, these documents form the overarching AML/CTF Program, ensuring a structured and effective approach to compliance.

- E. The Act and the AML/CTF Rules also impose customer identification, reporting and record-keeping obligations.
- F. AUSTRAC imposes an industry contribution levy, which is an annual payment that some reporting entities must pay. This levy covers AUSTRAC's operating costs. Whether you have to pay the levy depends on your earnings and the number and value of transactions you report.

IV. Purpose and Scope of Services

- A. One AML will help the Customer to meet the minimum requirements of the Act and the agreed structure. This involves the development of the AML/CTF Program inclusive of the ML/TF Risk Assessment and AML/CTF Policies. All documents are to be finalised and signed off by the AML/CTF Compliance Officer and/or Board, and/or Director and/or Senior Manager of the Customer.
- B. It is expected that the Customer will appoint a fit and proper AML/CTF Compliance Officer responsible for implementing the AML/CTF Program and ensuring compliance with obligations under the Act.
- C. The creation of the ML/TF Risk Assessment will be based on the Act and will include:
 - 1. The nature, size and complexity of your business.
 - 2. The type of designated services you provide.
 - 3. The methods (channels) by which you deliver products and services to customers.

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4. The types of customers you deal with.
 5. The countries you deal with.
- D. The creation of the AML/CTF Policies will be based off the risks identified in the ML/TF Risk Assessment and will include:
1. Governance, Board and Senior Management approval and their ongoing oversight of the AML/CTF Program. If your business or organisation does not have a board, the AML/CTF Program must be approved and overseen by your chief executive officer or equivalent.
 2. Having an AML/CTF Compliance Officer to manage the compliance with your obligations who has been deemed as fit and proper.
 3. An employee due diligence policy to identify any employees who may put the business or organisation at risk of ML/TF.
 4. An AML/CTF risk awareness training policy for employees so they know the risks to the business or organisation and what they must look out for.
 5. Consideration of guidance material and feedback from AUSTRAC.
 6. Systems and controls to make sure you meet your AML/CTF reporting obligations.
 7. Ongoing customer due diligence (OCDD) systems and controls to make sure information collected about a customer or beneficial owner is reviewed and kept up to date, and to determine whether extra information should be collected and verified. OCDD includes having transaction monitoring and enhanced customer due diligence (ECDD) policy.
 8. What customer information you collect and verify to make sure they are who they claim to be, or (for companies and organisations) that they exist, and how you do this.
 9. What information you collect and verify about beneficial owners, and how you do this.
 10. How you determine if your customer or the beneficial owner is a politically exposed person (PEP).
 11. How you respond to discrepancies in customer information.
 12. How you decide when you should collect additional information about a customer.
- V. Fees
- A. Full payment is required in advance of using One AML's services. An invoice will be issued by One AML in advance of the delivery of any such services.
 - B. Any estimate is provided exclusive of GST and assumes that no significant issues will arise which require additional time or a material change to the agreed scope of services.
- VI. Customer responsibilities
- A. The Customer has acknowledged responsibility for compliance with all requirements of the Act. As a reporting entity, you must review your AML/CTF Program to:
 1. ensure that the AML/CTF Program is up to date; and

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- 2. identify any deficiencies in the effectiveness of the AML/CTF Program; and
 - 3. make any changes to the AML/CTF Program identified as being necessary.
- B. You are responsible for ensuring that:
- 1. Your AML/CTF Program meets all the requirements of the Act.
 - 2. You have effective systems and controls as appropriate to mitigate and manage the risk of ML/TF to your business.
 - 3. Risk-based systems and controls are based on the nature, size and complexity of your business.
 - 4. Governance and senior management are responsible (in their position descriptions) for ensuring compliance with minimum requirements for the AML/CTF Program under the Act.
 - 5. The AML/CTF Program must be based on your ML/TF Risk Assessment and AML/CTF Policies must include adequate and effective procedures, policies and controls.
 - 6. Guidance and reports published by AUSTRAC has been considered in the development of the AML/CTF Program as applicable.
 - 7. You prepare all reporting functions, in the prescribed form, and submit it to AUSTRAC.
- C. You must provide, on a timely basis, all relevant documentation and access to employees to assist with this engagement.

VII. Our responsibilities


- A. One AML's responsibility is to:
- B. Assist in the development of their AML/CTF Program so that they are meeting the minimum requirements under the Act.
- C. Complete our work in a timely and efficient manner.
- D. Bring to your attention any matters of concern as they arise.

VIII. Legislative overview

- A. Under the AML/CTF reforms, organisations that provide designated services will be deemed "Reporting Entities" under the Act as of 31 March 2026. As a reporting entity, you are required to appoint an AML/CTF Compliance Officer and produce an AML/CTF Program that is inclusive of an ML/TF Risk Assessment and AML/CTF Policies.
- B. The Customer has engaged One AML to provide services to the Customer in the development of their AML/CTF Program.
- C. The Reporting Entity is supervised by AUSTRAC.

IX. Our team (duly qualified)

- A. One AML has supported thousands of reporting entities in establishing and maintaining AML/CTF programs to meet their compliance obligations under the Act. Our senior management team consists of Certified Anti-Money Laundering Specialists (CAMS), ensuring deep expertise in AML/CTF regulations and best practices.
- B. With extensive experience in designing and implementing AML/CTF programs,



including for leading professional services firms such as Deloitte and PwC, One AML has developed a best-in-class methodology. Our approach is grounded in industry best practices, regulatory expectations, and insights gained from working with a diverse range of businesses. This enables us to deliver tailored, practical, and effective compliance solutions that help organisations manage financial crime risks with confidence.

X. Use of the AML/CTF Program

- A. We will assist in providing services to the Customer solely for the purpose of assisting the Customer in the creation of their own AML/CTF Program under the Act.
- B. The Customer will be solely responsible for the establishment, implementation, or maintenance of its AML/CTF Program.
- C. We understand that a copy of the AML/CTF Program may be requested by AUSTRAC. We agree that a copy of these documents may be provided to them for their information in connection with this purpose but, we do not accept any duty, liability or responsibility to AUSTRAC in relation to the AML/CTF Program.
- D. We understand that a copy of the AML/CTF Program may be requested by an independent reviewer on a periodic basis. We agree that a copy of these documents will be provided to them for their information in connection with the purpose, but, we do not accept any duty, liability or responsibility in relation to the AML/CTF Program.
- E. The AML/CTF Program is not to be used for any other purpose, recited or

referred to in any document, copied or made available (in whole or in part) to any other person without our prior written consent. We do not accept or assume any duty, responsibility or liability to any party, other than to the Customer or its related parties, in connection with the AML/CTF Program or this Engagement, including without limitation, liability for negligence in relation to the information assisted in the development of the AML/CTF Program.

- F. Our services should not be interpreted as legal advice.

XI. AML/CTF Program Distribution

- A. If you intend to publish or reproduce, in printed form or electronically (for example, on an internet website), our AML/CTF Program, or otherwise refer to One AML in a document that contains other information before the document is finalised and distributed, you agree to:
 - 1. provide us with a draft of such document to read, and
 - 2. obtain our approval in writing for inclusion of our AML/CTF Program.
- B. In the event the AML/CTF Program is published on a website, the security and controls over information on the website should be addressed by you to maintain the integrity of the data presented.

XII. Inherent limitations

- A. To the maximum extent permitted by law, you agree that our liability for any and all loss or damage suffered by you on connection with the Services will be

limited in accordance with the Terms. You agree to release us from all claims arising in connection with the Services to the extent that our liability in respect of such claims would exceed this amount.

- B. You agree that all claims against us, whether in contract, negligence or otherwise, must be formally commenced in two years after the party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which gave rise to the action and in any event no later than three years after any alleged breach of contract, negligence, or other cause of action arises.

XIII. Acceptance

- A. These Customer Engagement Terms and the General Terms form the agreement between the Customer and One AML.
- B. The Customer hereby acknowledges that:
1. It is the Customer's responsibility to comply with the requirements of the Act.
 2. The Customer will provide us with all the relevant information and access agreed to, including as set out at clause 2.3 of the General Terms.
 3. The Customer has disclosed any relevant matters to us (for example, any non-compliance with the Act).

Part B – General Terms

I. Definitions and interpretation

- A. In this Agreement, the following definitions apply:

Agreement means, in this Schedule, these General Terms and the Customer Engagement Terms.

AML Act means the Anti-Money Laundering and Counter-Terrorism of Financing Act 2006 as supplemented by the Anti-Money Laundering and Counter-Terrorism of Financing (Prescribed Foreign Country) Regulations 2018 and the Anti-Money Laundering and Counter-Terrorism of Financing Rules Instrument 2007 (No.1).

AUSTRAC means the Australian Transaction Reports and Analysis Centre, Australia's AML/CTF regulator.

Business Days means any day other than a Saturday or a Sunday or public holiday.

Customer Engagement Terms means the Customer Engagement Terms from the Service Provider to the Customer regarding its appointment to provide Services, and which is appended to these General Terms.

Customer Responsibilities means the responsibilities identified at paragraph 4 of the Customer Engagement Terms.

Fees means the fee(s) to be paid by the Customer for the Services, as set out in Schedule 1.

Intellectual Property means all intellectual property rights arising in connection with the Service Provider's business (whether existing in statute, at common law or in equity), including:

1. all copyright (including in source code and object code), know-how, trade secrets, methods (including business methods), technical and non-technical information, processes, characteristics, trade marks, trade names, business names, inventions, patents, design rights, discoveries and formulae;
2. all improvements, enhancements, modifications or adaptations to any of the foregoing rights;
3. all allied, similar and associated rights, whether registered or unregistered, registrable or unregistrable; and
4. all applications to register, and all renewals of, any of the foregoing rights.

Eligible Privacy Breach has the meaning given in the Privacy Act.

Personal Information has the meaning given in the Privacy Act.

Privacy Act means the Privacy Act 1988.

Services means the services described in the Customer Engagement Terms.

Service Provider means One AML.

- B. In this Agreement, the following rules of interpretation apply:
1. References to written or in writing shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email).
 2. References to the words including, include or similar words do not imply any limitation and are deemed to have the words without limitation following it.

3. References to a statute or statutory provision means an Australian statute or statutory provision as amended, consolidated and/or replaced from time to time.
4. No rule of construction (including the contra proferentem rule) applies to the disadvantage of a party because that party (or its relevant advisor) was responsible for the drafting of this Agreement or any part of it.

II. Performance of the Services

- A. The Service Provider will perform the Services with due care and skill and in accordance with this Agreement.
- B. The parties will co-operate with a view to causing the Services to be provided efficiently and in a manner contemplated by this Agreement.

C. The Customer:

1. will pay the Fees, and any deposit on the Fees, in accordance with paragraph 3 of the Customer Engagement Terms and clauses 3.2 and 3.5 of these General Terms;
2. will allow the Service Provider and its personnel and representatives access to the Customer's premises and personnel and representatives from time to time as the Service Provider so requires in order to perform the Services;
3. warrants and represents that it will provide all information to the Service Provider which may be relevant to the provision of the Services, including advising any particular areas of concern or risk relating to the business of the Customer and

- providing all information regarding any previous breaches of the AML Act;
4. will perform and discharge all of the Customer Responsibilities in the manner, and on or before the times, specified in this Agreement and in accordance with all applicable law;
 5. will provide all reasonable assistance to the Service Provider as it may require from time to time to enable the Service Provider to perform its obligations under this Agreement;
 6. warrants and represents that it has obtained all necessary consents to disclose any Personal Information to the Service Provider for the purpose of providing the Services in accordance with this Agreement;
 7. indemnifies and will hold the Service Provider harmless against any and all liability, expense, cost, loss or damage relating to, and will (at its cost) defend or settle, any claim, suit, action or proceeding brought against the Service Provider alleging that the Service Provider's use or possession of any Personal Information provided to the Service Provider by the Customer under this Agreement constitutes a breach of any individual's privacy rights at law;
 8. indemnifies and will hold the Service Provider harmless against any liability, expense, cost, loss or damage for any act or omission of the Customer that results in the Service Provider being liable for a failure to give notice of a Notifiable Privacy Breach under the Privacy Act; and
 9. will provide all reasonable assistance to the Service Provider as it may

require from time to time to enable the Service Provider to comply with its obligations under the Privacy Act where such obligations relate to the Services, including (for the avoidance of doubt) any obligation on the Service Provider to give notice of a Notifiable Privacy Breach under the Privacy Act.

III. Fees and Payments

- A. The Customer agrees to pay the Fees to the Service Provider in accordance with this Agreement.
- B. Payment is due within 14 days of the date of the Service Provider's invoice.
- C. If the Customer disputes any Fees or charges in an invoice or requires further information from the Service Provider, the Customer will notify the Service Provider accordingly, and the matter will be resolved in accordance with clause 8 of these General Terms. The Customer will not be liable for payment of the disputed portion of the Fees until resolution of the dispute. However, the Customer shall pay any part of the invoice that is not disputed.
- D. All sums payable under this Agreement must be paid:
 1. in Australian dollars;
 2. in cleared and immediately available funds;
 3. into the bank account specified in writing by the recipient of the payment; and
 4. free and clear of any restriction, condition, set-off, deduction or withholding (except as required by law).

IV. Confidentiality

- A. Subject to clause 4.2 of these General Terms, and without limiting any obligation under clause 2.3 of these General Terms, each party (the Recipient) shall treat as confidential the following (the Confidential Information):
1. the terms of this Agreement and all related negotiations and discussions between the parties; and
 2. all information acquired by the Recipient in anticipation of, or in connection with, the performance of this Agreement in circumstances that can reasonably be taken to indicate such information is confidential.

The Service Provider acknowledges and agrees that all information and data relating to the Customer's roles, functions, affairs, stakeholders and clients and disclosed to the Service Provider (or derived by the Service Provider from that information or data) in anticipation of, or in connection with, the performance of this Agreement shall constitute Confidential Information of the Customer.

- B. Clause 4.1 of these General Terms will not prohibit a party (Disclosing Party) from using or disclosing any Confidential Information where:
1. the Disclosing Party has the prior written consent of the Recipient;
 2. the information becomes public information without fault on the part of the Disclosing Party;
 3. the information is necessary to be disclosed to enable a party to perform its obligations, or exercise its rights, under this Agreement;

4. the Disclosing Party discloses such information to its personnel, provided that the relevant personnel agree in writing to adhere to the Disclosing Party's confidentiality obligation under this clause 4 of these General Terms; and/or
5. the Disclosing Party has a statutory obligation to disclose such information or is required to make such disclosure by law (including, for the avoidance of doubt, under the Privacy Act).

V. Intellectual Property

- A. The Customer agrees that all Intellectual Property:
1. that is specific to, and created exclusively for, the Customer under this Agreement shall be and remain the property of the Customer; and
 2. that is pre-existing, independently developed by, or proprietary to the Service Provider (including methodologies, know-how, templates, tools, systems, and processes) shall remain the sole property of the Service Provider.

To the extent any Service Provider Intellectual Property is incorporated into deliverables provided to the Customer, the Service Provider grants the Customer a perpetual, non-exclusive, royalty-free licence to use such Intellectual Property solely for the Customer's internal business purposes.

- B. The Customer agrees to take all actions as may be reasonably required by the Service Provider to perfect or enforce the Service Provider's title to the

Intellectual Property, which shall include signing and delivering any document required in order to perfect or enforce such title (including, for the avoidance of doubt, a deed of assignment of intellectual property).

- C. The parties agree that the provisions of this clause 5 of these General Terms shall survive the termination of this Agreement.

VI. Warranties

- A. Each party warrants that it has the power and authority and has taken all corporate and other steps necessary to validly enter into and perform its obligations under this Agreement.
- B. The Service Provider hereby disclaims all implied warranties (including warranties of fitness for purpose), except to the extent any condition, warranty, representation, obligations or liability cannot be lawfully excluded.

VII. Liability

- A. To the maximum extent permitted by law, neither party will be liable under any circumstances to the other party for any loss of profits, revenue, anticipated savings, goodwill or opportunity or for any indirect or consequential loss or damage, or for the loss of any third party, in each case, however caused, arising out of or in connection with this Agreement and/or the associated activities of each party (Consequential Loss). However, your obligation to pay us the Fees will not constitute Consequential Loss.
- B. Subject to clauses 7.1 and 7.3 of these General Terms, each party's maximum

liability to the other under or in connection with this Agreement will under no circumstances exceed in aggregate:

- 1. in respect of the Customer, \$200,000; or
- 2. in respect of the Service Provider, the greater of:
 - a) the sum of \$200,000; or
 - b) 3 times the total Fees paid and/or payable under this Agreement for the immediately preceding 12 month period prior to the event which gave rise to the liability.
- C. Clause 7.2 of these General Terms will not limit liability under this Agreement for:
 - 1. any liability that cannot lawfully be limited or excluded at law;
 - 2. any liability either party may have for fraud, deceit, gross negligence, wilful default or wilful concealment; or
 - 3. any liability either party may have under an indemnity set out in this Agreement.

VIII. Dispute resolution

- A. If any dispute arises in relation to this Agreement then no party may commence court or arbitration proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless it has first complied with this clause.
- B. A party claiming that a dispute has arisen in relation to this Agreement will give written notice to the other party specifying the nature of the dispute. Each party will then nominate a person

or persons, with the authority to settle the dispute, who will try, in good faith, to resolve the dispute quickly and, in any event, within 10 Business Days of the date on which notice is given under clause 8.1 of these General Terms.

- C. Nothing in this clause 8 of these General Terms shall prevent a party from making an application to the courts:
1. for interlocutory relief;
 2. to recover a debt payable;
 3. to enforce a settlement (if any) agreed by the parties following their attempts to resolve the dispute pursuant to clause 8.2 of these General Terms.

IX. Termination

- A. A party may terminate this Agreement immediately on written notice if the other party:
1. defaults in the performance of any of its duties or obligations under this Agreement and, if such default is capable of remedy, fails to remedy (or adequately compensate for) the default within 10 Business Days of receiving written notice from the first party requiring the remedy to be remedied (or compensated for); or
 2. goes into liquidation, has a receiver or statutory manager of its assets appointed, ceases to carry on business or makes any composition or arrangement with its creditors.

X. Consequences of termination

- A. Termination of this Agreement for any reason will not extinguish or otherwise affect:
1. any other remedies or rights available to a party, either under this Agreement or at law; or
 2. the provisions of this Agreement which by their nature survive termination.

XI. Assignment

- A. This Agreement is personal to the Customer. The Customer will not assign or transfer any of its right or obligations under this Agreement without the prior written consent of the Service Provider (such consent will not be unreasonably or arbitrarily withheld or delayed).

XII. Notices

- A. Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand or e-mail to the Customer or the Service Provider (as the case may be) to the physical address or email address from time to time designated by that Party in writing to the other Party for such purpose.
- B. Receipt of a notice under this Agreement will be deemed to occur:
1. upon delivery, where delivered by hand; or
 2. if sent by email on the date and time at which it enters the recipient's information system, as evidenced (if required by the recipient, where delivery is disputed) in a confirmation of delivery report from

the sender's information system which indicates that the email was sent to the email address of the recipient.

XIII. Miscellaneous

- A. This Agreement, together with the Order Form, constitutes the entire agreement between the parties as relating to the subject matter of this Agreement and there are no representations, understandings or agreements relating to this Agreement or the Services which are not fully expressed in this Agreement.
- B. This Agreement is governed by the law in force in New South Wales, Australia from time to time and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia for any matter arising under or relating to this Agreement.
- C. This Agreement may not be amended or varied in any way unless such amendment or variation is made in writing and signed by each party.
- D. No waiver, extension or excuse (as the case may be) will be deemed to arise unless it is in writing and signed by the relevant party providing it.
- E. If any provision contained in this Agreement is held to be illegal, invalid or unenforceable, it will be severable, will be deemed to be deleted from this Agreement and will not affect the validity or enforceability of other provisions in this Agreement.
- F. Except as expressly stated in this Agreement, the parties agree that this Agreement is solely for the benefit of the parties and is not intended to confer any rights or benefits on any third party, including any employee or customer of either party.
- G. Nothing in this Agreement will be deemed to constitute either party as the agent, partner or joint venture of the other.
- H. Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- I. No party has any right of set-off, withholding or deduction from or against a payment due to the other party.

Schedule 2: Alpha AML Training Terms & Conditions

Particulars	
Subscription period:	12 months from the "Commencement Date for AML Services from Alpha AML Training" specified in the Order Form.
Renewal:	Automatic renewal of the subscription period will apply unless cancellation occurs in accordance with the Operative Part below.
Currency:	Australian dollars.
Payment Terms:	Payment for subscription due on Commencement Date
Payment Method:	Credit Card / Debit Card for total annual subscription fee less than \$5,000. Credit Card / Debit card or invoicing for total annual subscription fee equal to or greater than \$5,000.
Governing law, jurisdiction and venue:	New South Wales, Australia.

Operative Part

I. Binding Terms

- A. By signing the Order Form, and accessing and using:
1. www.alphaamltraining.com (Website); and
 2. the platform, products and services as may be accessed and used via the Website (the Platform),
- the Customer agrees to be legally bound by these terms and conditions (Terms).

II. Use of the Website and Platform

- A. The Platform permits multi-user access and use of the Platform using a seat-based subscription model.
- B. Each seat subscription covers a 12-month term (Subscription Period).
- C. The Alpha AML administrator (Admin) appointed by the Customer may assign seats to the Customer's employees, independent contractors or representatives (End-Users).
- D. If an End-User no longer requires access to the Platform, then Admin(s) may

re-assign the seat to a new End-User, during the Subscription Period, as long as:

1. that appointment does not exceed the maximum number of End-Users (for whom seats have been purchased by the Customer) at any one time; and
 2. the re-assignment occurs due to employee turnover or change of role or duties such that the End-User will no longer access or use the Platform.
- E. The Customer and End-Users may only use the Website and Platform strictly in accordance with these Terms.
- F. All rights not expressly granted to the Customer in these Terms are expressly reserved by Alpha AML.
- G. Without limitation, the Customer must not (and must not permit any End-User or third party to):
1. share account access or login information, permit the use of a seat by more than one allocated End-User, or otherwise permit any unauthorised access to the Platform;
 2. copy, replicate, distribute or display or republish any information, content or intellectual property from the Website or Platform; or
 3. access the Website and/or Platform for any purpose which competes or may compete with Alpha AML's products and services or which may cause loss to Alpha AML.

III. Subscription Fee

- A. To access and use the Platform the Customer must pay (or procure payment of) the applicable fees specified in the Order Form in Schedule 1 as they relate to Alpha AML, for the

Subscription Period (the Subscription Fee).

IV. Cancellation

- A. Alpha AML subscriptions will automatically renew at the end of the applicable Subscription Period, unless cancelled by the Customer before the end of the current Subscription Period.
- B. If the Customer wishes to cancel its subscription with Alpha AML, the Customer can do so via the 'My Account' section of the Admin(s) account on the Platform, or by emailing Alpha AML notice of cancellation to support@alphaamltraining.com. The cancellation will take effect on the next day following the end of the current Subscription Period. The Customer's access to the Platform will continue until that date. Any Subscription Fees paid by the Customer are non-refundable in the event of a cancellation by the Customer.
- C. Alpha AML shall be entitled to cancel these Terms, by giving notice in writing to the Customer (including via email or an alert notified to the Customer on the Website and/or the Platform), if the Customer or any End-User breaches these Terms. In such circumstances, any Subscription Fees paid by the Customer are non-refundable in the event of a cancellation by Alpha AML.
- D. If the Customer or any End-User does not abide by these Terms Alpha AML may, at any time, terminate or suspend that User's account or subscription with Alpha AML and refuse to provide its products and/or services to the Customer (including access to the Platform). Any Subscription Fees paid by the Customer are non-refundable in

the event of a cancellation or suspension by Alpha AML due to the Customer or End-User not abiding by these Terms.

V. Information and Activity

- A. Upon registering to use Alpha AML's products and/or services via the Website and/or the Platform, the Customer agrees to:
 - 1. provide true, accurate, current and complete information about themselves as prompted by the Website or Platform (as applicable) (User Information); and
 - 2. promptly notify Alpha AML, via the Website, of any changes to its User Information to ensure that it remains true, accurate, current and complete.
- B. The Customer will be responsible and liable for all activity it conducts through its use of the Website and/or the Platform. Alpha AML shall not be liable for any content, representations, statements, services, products or other information or data posted to the Website and/or the Platform by the Customer (to the extent that the Customer is able to do so).
- C. Alpha AML reserves the right to remove any content posted to the Website and/or the Platform by the Customer that it considers (in its sole and absolute discretion) to be offensive, objectionable or otherwise unlawful.

VI. No Illegal Use

- A. The Customer may not use the Website and/or the Platform for any illegal purpose or any purpose not authorised by these Terms, or post any information or data that is in breach of any confidentiality obligation, copyright,

trademark or other intellectual property, proprietary or legal rights of any person or entity.

- B. The Customer must not use the Website and/or the Platform for any malicious means or abuse, harass, threaten, intimidate or impersonate any other user of the Website and/or the Platform.
- C. The Customer must not introduce (or cause the introduction of) any virus, spyware or other similar feature that in any way compromises or may compromise the Website and/or the Platform.
- D. The Customer may only access the Website and Platform through standard means as approved by Alpha AML, and not via methods such as scraping, data mining, the use of a robot or spider, automation or any similar method of extraction or monitoring.
- E. End-Users and/or any other person or entity that accesses and uses the Website and/or the Platform on behalf of or via the Customer, including all directors, officers, employees and independent contractors of the Customer that have been granted access by the Customer, confirms that he, she or it is fully authorised to do so by the Customer and agrees to these Terms in all respects.

VII. Intellectual Property

- A. The Customer agrees that Alpha AML owns all the intellectual property rights existing in relation to the Website and the Platform (and all improvements to the same and their respective contents).

VIII. Warranties and Indemnity

- A. The Website and Platform is provided on an “as is where is” basis, and accordingly Alpha AML makes no implied warranties and representations which might apply to or otherwise arise out of these Terms are hereby expressly excluded by Alpha AML to the fullest extent permitted by law.
- B. The Customer hereby indemnifies, and will keep indemnified, Alpha AML against all forms of liability, actions, proceedings, demands, costs, charges and expenses which Alpha AML may incur or be subject to or suffer as a result of the Customer’s use of the Website and Platform in non-compliance with these Terms.

IX. Dispute Resolution

- A. The provisions of this clause 9 shall apply to any dispute arising under or relating to these Terms (a Dispute) between the Customer and Alpha AML (together, the Disputing Parties and each a Disputing Party).
- B. The Disputing Parties must use reasonable endeavours to resolve any and all Disputes by negotiation at first instance.
- C. If the Disputing Parties cannot resolve their Dispute by negotiations within 30 calendar days a Disputing Party may, by written notice to the other, require that the Dispute be dealt with by mediation under the following terms:
 - 1. The mediation shall be administered by the Australian Disputes Centre (ADC) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the Dispute is referred to ADC.
 - 2. The mediation shall be conducted by a mediator and at a fee agreed in writing

by the Disputing Parties. Failing agreement between the Disputing Parties within 14 calendar days of the giving of the notice requiring mediation, the mediator will be selected and his or her fee determined by the ADC (or its nominee).

- 3. The mediation shall take place in Sydney, Australia at such address as determined by the mediator.
- 4. The costs of the mediation, excluding the Disputing Parties’ own legal and preparation costs, will be shared equally by the Disputing Parties.
- 5. No Disputing Party may initiate or commence court or arbitration proceedings relating to a Dispute unless it has complied with the procedure set out in this clause 9, provided that application may still be made to the courts: for interlocutory relief or to recover a debt payable.

X. Changes to the Website and Platform

- A. Alpha AML is permitted (in its sole discretion) to alter the Website and/or the Platform, including all content, format, features and functionality. Alpha AML does not intend to make alterations that would affect the ability to access and/or use the Website and/or the Platform in accordance with its intended purpose.

XI. Branding

- A. Neither the Customer, nor any End-User, may publish or use Alpha AML’s trademarks, brand, branding or logos except with Alpha AML’s prior written approval.

XII. Breakdown and Malfunctions

- A. Alpha AML will try to promptly address (during normal business hours) all technical issues or forms of interference that arise on the Website and Platform and during such time Alpha AML will not be liable for any loss or damage suffered as a result of such technical issues or forms of interference that are being addressed (including any partial or total breakdown of the Website and/or the Platform or any technical malfunctions on it, the Website and/or the Platform being unavailable or performing slowly).

XIII. Links

- A. Unless expressly stated otherwise by Alpha AML, any link on the Website and/or the Platform to other websites or Platforms does not imply any endorsement, approval and/or recommendation of those sites, their operators or their products and/or services.


XIV. Privacy Policy

- A. Alpha AML's privacy policy (which can be viewed on the Website) shall apply to all information, data or other content which is generated through the Customer's use of the Website and Platform.

XV. General Provisions

- A. Alpha AML will not be deemed to have waived any right under these Terms unless the waiver is in writing and signed by Alpha AML. A failure to exercise or delay in exercising any right by Alpha AML under these Terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Terms.

- B. The Customer shall not be permitted to assign or transfer any of their rights or obligations under these Terms without Alpha AML's prior written consent. Alpha AML shall be entitled to assign and transfer any of its rights or obligations under these Terms, and the consent of the Customer shall not be required for any such assignment or transfer if it does not cause detriment to the Customer.
- C. Alpha AML makes no representation or warranty that the Website and/or the Platform is appropriate or available for use in all countries or that the content satisfies the laws of all countries. The Customer is responsible for ensuring that its access to and use of the Website and Platform is not illegal or prohibited in their relevant country.
- D. Alpha AML makes no representation or warranty that the Website, the Platform, and/or the training materials, information and courses thereon (Information) constitute legal advice or that it complies with any anti-money laundering legislation and may not be relied on as such, including under the Anti-Money Laundering and Countering Financing of Terrorism Act 2006 (Cth). To the greatest extent permissible by law, Alpha AML does not give any assurances, guarantees, warranties (whether express or implied) or representations regarding any Information. Alpha AML does not accept any responsibility or liability for any omissions or inaccuracies in any such information, or for any outcomes resulting from the use or application of such Information by you, your personnel and any third parties (including, without limitation, any liability, loss or damage that occurs or arises).


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- E. To the extent that Alpha AML is liable for any reason for any loss suffered or liability incurred by the Customer arising from any breach of these Terms, or for any other reason (including the Customer's use of or reliance on the Website and/or the Platform), Alpha AML liability's (whether arising in contract, tort (including negligence) or otherwise) is limited to the maximum aggregate amount of the total Subscription Fees paid by the Customer.
 - F. Alpha AML shall not be liable in connection with these Terms for any indirect, consequential or special loss or damage, loss of revenue, economic loss or damage, loss of business or profits (including lost contracts with customers) or anticipated business or profits, loss of goodwill, loss of anticipated savings or for any business interruption or that is otherwise too remote to be recoverable as damages for breach of contract at law.
 - G. The Customer will sign all documents, and do all things, as may reasonably be required in order to give effect to the provisions of these Terms.
 - H. If any provision in these Terms becomes invalid or unenforceable, the remainder of these Terms will remain valid and enforceable to the fullest extent permitted by law.
 - I. These Terms will be governed by and construed in accordance with the laws of New South Wales, Australia. The Customer and Alpha AML irrevocably submit to the non-exclusive jurisdiction of the courts of Australia for any matter arising under or relating to these Terms

Schedule 3: First AML Terms & Conditions

Particulars	
Currency:	Australian dollars.
Payment Terms:	The 20th day of the month following the date of invoice.
Payment Method:	Direct Debit
Governing law, jurisdiction and venue:	New South Wales, Australia.

Operative Part


1. All services are provided by First AML subject to the "Master Services Agreement: Source" as located at: <https://www.firstaml.com/au/about/help/legal/>
2. Payments are to be made in accordance with the Particulars specified above.
3. All amounts are exclusive of GST.
4. The engagement shall continue as detailed within your AML Services Order form.
5. commencing on and from the commencement Date of the AML Services from First AML.
6. All services under the Customer's subscription shall automatically renew on the same terms and conditions outlined herein unless otherwise agreed 60 days or more prior to the date of renewal.
7. Units are billed monthly in arrears after the included or fixed unit allocation is completed.
8. KYB units shall apply and be incurred for each structural layer of an entity that has been analysed using the First AML platform and the applicable KYB Tier shall be determined by the Country in which the entity is located as outlined. See Unit weightings and charges below.
9. Units for use of the Service will be allocated on the following basis:



Verification type	Billable component	Unit weighting
Individual	Screening	0.25
Individual	KYC	0.25
Individual	ID anti-tampering	0.25
Individual	Biometric	0.25
Entity	Tier A entity	1.00
Entity	Tier B entity	1.50
Entity	Tier C entity	2.50
Entity	Tier D entity	3.00
Entity	Tier E entity	6.00
Entity	Tier F entity	12.00
Entity	Credit checks Tier A	1.00
Entity	Credit checks Tier B	4.00
Entity	Credit checks Tier C	5.00
Individual / Entity	Ongoing monitoring	0.10
Trust	Trust deed assist	0.25

Unit weighting and charges

- KYB units shall apply and be incurred for each structural layer of an entity that has been analysed using the First AML platform and the applicable KYB Tier shall be determined by the Country in which the entity is located. See the following link for a list of countries and the corresponding tiers:
<https://www.firstaml.com/about/help/verification-tiers>
- Please also refer to the link above for standard unit weightings of all components. In the event that a component and agreed weighting is not listed in this Order, standard unit weightings shall apply.

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- An entity registered in a country other than as stated above is unsupported by current data sources and requires collection of entity information manually via the Manifest feature. Countries may move between tiers, and new countries may be added, as dictated by the underlying data providers. Information returned such as Director and Shareholder information differs depending on the country and availability of this information. See the following link for a complete list of KYC and KYB data sources:
<https://www.firstaml.com/about/help/global-data-sources/>
 - Any and all individuals and entities that have been selected for Ongoing Monitoring shall be billed annually on the anniversary of the date of initial verification. Deselecting an individual or entity for Ongoing Monitoring will cease an applicable charge being incurred upon the following verification anniversary.