

Schedule 5 – First AML Artificial Intelligence Addendum

This Artificial Intelligence (AI) Addendum (the “AI Terms”) forms a part of and is hereby incorporated into the online First AML Terms of Service and any superseding Master Services Agreement (the “Agreement”). These AI Terms apply to the customer’s access and use of any First AML features powered by AI. Any capitalised terms used but not defined herein have the same meaning as the same or substantially equivalent term in the Agreement.

1. Definitions

“AI Providers” means the third party model providers used in the AI Features and Embedded AI, as described in our subprocessor list found [here](#).

“AI Features” means features or functionality of the First AML platform that use artificial intelligence, machine learning, large language models or similar technologies to generate an Output that determines, recommends or proposes a decision, classification, assessment or course of action for an Authorised User to review, whether developed by First AML or provided by third parties.

“Embedded AI” means AI that First AML uses to structure, normalise, enrich, extract or otherwise prepare data in the course of providing the Services, where such processing (i) does not itself determine, recommend or propose a decision, classification or assessment; (ii) does not carry out profiling or automated decision-making that produces legal or similarly significant effects on an individual; and (iii) is performed only through the AI Providers and remains subject to the zero-retention and no-Training commitments in these AI Terms.

“Data” means information provided, inputted, or uploaded by you or on your behalf.

“Input” means questions or information which may include Data as submitted by the customer to First AML for processing.

“Output” means any output generated and returned to an Authorised User, by AI Features, based on Input.

“Training” means the process of using data to build, train, fine-tune or otherwise adjust the weights or parameters of an underlying large language model or other machine learning model.

“Evaluation and Validation” means testing AI Features against Data, Inputs and Outputs to measure and assure accuracy, reliability, safety and performance, where the results are used to determine whether to ship, configure, tune or troubleshoot an AI Feature. Evaluation and Validation does not include Training.

“Aggregated Insights” means non-individualised insights, patterns, statistics and benchmarks derived by First AML from Data, Inputs or Outputs (whether or not generated through the use of AI Features), which do not identify any specific customer.

2. Participation and Termination

Some AI Features may be enabled by default. The customer may disable AI Features at any time through the AI settings in the First AML platform. Embedded AI forms part of the Services and is not subject to opt-out. First AML may change, suspend, or discontinue any AI Features or Embedded AI at any time. The customer's continued use of AI Features following the posting of any changes to these AI Terms constitutes acceptance of those changes. First AML may also impose limits on, or restrict access to, all or part of the AI Features without liability.

3. Generative AI Inputs and Outputs

3.1 First AML’s AI Providers. Prohibited from utilising Inputs or Outputs to train or improve their models for their own purposes, and process Inputs and Outputs on a zero-retention basis. First AML will not Train or fine-tune any underlying third-party large language model used by the AI Features using Inputs or Outputs.

3.2 Human Oversight and Decision-Making. AI Features are designed to support, not replace, human judgement. AI Features may propose decisions, classifications, assessments or recommendations. The customer is responsible for configuring how AI Features are used in line with its own risk assessment,

including determining where Outputs require human review before being accepted or acted upon. The customer and its Authorised Users retain control over, and responsibility for, any resulting decision or action.

3.3 Inputs

3.3.1 Your Responsibilities. You are solely responsible for your Inputs. You must not submit any Inputs that violate the intellectual property rights of third parties, applicable law, the Agreement, or this Addendum.

3.3.2 Personal Information. If you use AI Features to process personal information, then you must comply with all applicable data privacy laws and regulations, including providing privacy notices and obtaining consent, where required.

3.4 Outputs

3.4.1 Your Responsibilities. You are solely responsible for the use of the Outputs, and for ensuring your use of the Outputs: (i) does not violate or infringe a third party's intellectual property rights, (ii) does not violate applicable law, (iii) is not in breach of the Agreement and this Addendum and (iv) is true and accurate.

3.4.2 Similarity of Outputs. You acknowledge that due to the nature of generative artificial intelligence, Outputs may not be unique and AI Features may generate the same or similar content for third parties, in each case independent of the Inputs ("Similar Content"). Similar Content will not be considered Customer Content.

3.5 Disclaimer and Reliance. AI Features are designed to support your work. Output is generated using machine learning and is provided without warranty as to its accuracy, completeness or reliability. Output does not constitute legal, regulatory or compliance advice, and using AI Features does not discharge any obligation that applies to you, including under applicable anti-money laundering and counter-terrorism financing laws. You remain responsible for how you use AI Features, including how you configure them, and for the decisions and actions taken. To the extent permitted by law, First AML is not liable for your use of AI Features or for any errors or omissions in Output.

3.6 Evaluation and Validation. First AML may use Data, Inputs and Outputs for the purposes of Evaluation and Validation, including measuring and assuring the accuracy, reliability, safety and performance of AI Features. For the avoidance of doubt, Evaluation and Validation does not constitute Training, and First AML will not use Data, Inputs or Outputs to Train or fine-tune any underlying third-party large language model.

3.7 Aggregated Insights. First AML may derive and use Aggregated Insights for any purpose related to the operation, improvement, security, fraud-prevention and analytics functions of the First AML platform. Aggregated Insights will not identify any specific customer. Aggregated Insights will not be considered Customer Content.

4. Usage Restrictions

The AI Features and Embedded AI use machine learning functionality provided by third-party subprocessors. When using the AI Features, including any Input or Output, you must not: (a) use them in breach of applicable law, the Agreement, this Addendum, or any applicable AI Provider policies; (b) use them to infringe or misappropriate the intellectual property, privacy or other rights of any third party; (c) submit Inputs that you are not authorised to share, or that contain data the AI Features are not designed to process; or (d) use any Output in a manner that is unlawful or misleading.

5. Privacy

First AML's [Privacy Notice](#) is hereby incorporated by reference and applicable to the AI Terms.