



AML Go Terms of Use

INTRODUCTION & PURPOSE

1.1. AML Go (Pty) Ltd. trading as “AML Go” is a provider of anti-money laundering, credit and compliance risk management software. The aforementioned solutions will hereinafter be collectively referred to as “the Products”.

1.2. In order to utilize the Products, you will be required to log into the AML Go website and agree to these terms and conditions, which govern and regulate your use of the Products. By ticking the box which states that you agree to these terms and conditions, you agree to be bound by these terms and to use the Products in accordance with the provisions contained herein.

1.3. Each time you access the AML Go website and before making use of the Products, you will be required to agree to these terms. Your acceptance of these terms and/or use of the Products constitutes an irrevocable acceptance and agreement of these terms.

1.4. In these terms, “you” refers to both the individual user making use of the Products and the business which such user represents, collectively and inextricably.

1.5. In these terms, “the business which you represent” refers to the business on behalf of which the user makes use of the Products and does not, unless the contrary is clearly indicated, include the user (“you”).

AMENDMENT

2.1. These terms and conditions of use may be amended at any time, at the sole discretion of AML Go. You will be informed of any amendment made to these terms and be required to accept the amended terms before using the Products.

2.2. Any amended terms and conditions of use will, as of its date of publication, replace and supersede any and all previous terms of use.

2.3. The latest terms and conditions of use will be made available on the AML Go website: www.amlgo.co.za and <https://secure.amlgo.co.za/Solution/Login.aspx>

CONTENT

3.1. The content of the AML Go website consists of the Products, as well as the advertising material of AML Go's other products or services, to which you may not be subscribed. Some advertising material may pertain to other businesses which are not affiliated with or controlled by AML Go, but which render services or provide products appropriate to the industry in which you and other AML Go customers operate.

3.2. AML Go reserves the right to withdraw or amend any content not related to the Products, at any time and without prior notification.

3.3. The Products provide you with the ability to, inter alia:

3.3.1. Originate, track and keep records of, anti-money laundering and credit risk assessments, and includes ancillary services to risk management.

3.3.2. Create and/or load compliance instructions, subject to the applicable rules governing such instructions which will be explored hereinafter.

3.4. You are allowed to print copies of all information and documentation generated by the Products, for your operational use and record keeping. However, you may not recreate, reproduce or transmit the Products for any other purpose. Products may only be utilized for their intended purpose and function and only to the extent permitted by AML Go in accordance with the subscription of the business you represent.

3.5. Use of the Products is entirely subject to each of these terms and if they are not adhered to, your use of the Products may be suspended or terminated at any time.

3.6. By accessing AML Go and utilizing the Products, you consent to the collection of your personal information, and the personal information of the consumers or businesses to which you extend risk assessments, and which are collected and processed by AML Go to enable you to perform your duties in regards to the lawful management of anti-money laundering measures. AML Go will only utilize personal information, in accordance with relevant statutory requirements, and in the provision of the Products, in line with the purpose for which such personal information is collected. For more information on the manner in which AML Go processes and protects personal information, please refer to the AML Go Privacy Policy, which may be accessed from: [insert link here to Privacy Policy].

IMPROPER USE

4.1. You, and the business which you represent may, directly or indirectly, use or cause to be used, the Products in any manner which is inconsistent with the terms of this policy, or any manner which is improper, unlawful or may cause harm to the credit extension and payment systems industry, as a whole.

4.2. Should any improper use be detected or suspected, your use of the Products will be suspended or terminated, with immediate effect and without notice.

COMPLIANCE SYSTEMS RULES

5.1. There are various rules and regulations associated with the provision of an anti-money laundering compliance system and while AML Go has made every effort to ensure its compliance with the statutory requirements and industry standards which govern the provision, there are some rules and standards which must be upheld and adhered to by you, as the compliance recipient and mandator of compliance.

5.2. The first and foremost responsibility imposed upon you is the requirement of obtaining valid and compliant mandates for the compliance measures which you intend to process through the compliance system provided by AML Go. AML Go has provided you with mandates which are compliant with the various rules and regulations imposed by the regulatory bodies governing anti-money laundering services. You are required to utilize only the mandate form provided to you by AML Go and ensure the proper completion of the mandate without fail. Without a valid and compliant mandate from the consumer to conduct compliance measures, AML Go may not proceed to implement compliance measures or create a compliance mandate. Should you use any compliance mandate other than the mandate provided to you by AML Go, AML Go will not be required to process or initiate any compliance measure in respect of the underlying compliance agreement or in respect of such consumer.

5.3. The signed mandates completed by consumers may not be retained by the user or by the entity which it represents. Such mandates must be submitted directly to AML Go for storage and processing. Any mandates which are signed at a branch are subject to the provisions of the Protection of Personal Information Act, 4 of 2013, and you are responsible to ensure that such mandates are stored in accordance with the aforesaid act or destroyed to such an extent that cannot be reproduced.

5.4. You are obligated to submit all signed agreements to AML Go, for each compliance instruction submitted and ensure that the compliance mandate is properly presented and in the correct format. AML Go will not process any compliance instruction that does not meet the minimum requirements of validity and compliance.

5.5. In the event that a consumer signs a mandate at a branch, you agree that you will not, and understand that you may not, induce or coerce any consumer into utilizing the compliance service offered by AML Go. All consumers must be made aware of the different compliance methods available and that the service offered by AML Go is completely voluntary.

5.6. For as long as the Products are used, with specific reference to the compliance system portion thereof, you are to abide by all 'compliance rules', as imposed by the relevant regulatory authorities, as may be amended from time to time.

5.7. In order to assist you in remaining compliant with compliance rules, AML Go will make every reasonable effort to inform you and keep you updated of any changes, amendments, or additions made to the compliance rules and how it affects your responsibilities in respect of compliance mandates, but it remains your own responsibility to ensure you stay abreast and are aware of any changes, amendments, or additions that may impact your compliance obligations.

5.8. Should you utilize an external system for obtaining compliance mandates, you will be obligated to effect all amendments to the mandate form of such external system within a reasonable timeframe and submit the sample mandate to AML Go for approval. AML Go reserves the right to request a sample mandate at any time for the purposes of monitoring compliance.

5.9. You are obliged to manage and resolve any disputes, returned compliance orders, and failed transactions within a reasonable amount of time. This includes the total amount of disputes, compliance orders, and failed transactions applicable to your profile which may never exceed the acceptable industry rates and standards which are applicable to compliance orders.

5.10. In order to assist you in managing the amount of disputes, returned compliance orders and failed transactions, AML Go may provide you with monitoring and/or reporting services from time to time. The content and extent of such monitoring and reporting services will be in AML Go's sole discretion and may include suggested remedial actions.

5.11. AML Go will, as far as reasonably possible, timeously inform you of any disputes, returned compliance orders, and/or failed transactions that may require your urgent attention.

5.12. AML Go reserves the right to suspend and/or terminate your use of the Products and/or compliance system, with immediate effect and without prior notification, in the event that you fail to comply with the compliance rules or fail to manage disputes, returned compliance orders, and/or failed transactions, to the satisfaction of AML Go.

DISPUTE RESOLUTION

6.1. Any dispute arising from the use of the Products, the relationship between you and AML Go or any dispute arising from these terms must be dealt with as follows:

6.1.1. You are required to inform AML Go of such dispute in writing. The written notification of such dispute must set out the particulars of the dispute as well as the redress sought.

6.1.2. AML Go will, within ten (10) days of receiving such notification of the dispute, inform you of the contact details of the assigned dispute resolution officer and the assigned dispute resolution officer will, within a further five (5) days, make contact with you to attempt to resolve the dispute.

6.1.3. Should the dispute not be resolved within five (5) days after the date on which the assigned dispute resolution officer made contact with you, the assigned dispute resolution officer will notify you in writing of the inability to resolve the dispute and you are then entitled to pursue other remedies available to you.

6.2. Nothing in these terms precludes AML Go from seeking any interim or urgent relief from any court of competent jurisdiction.

6.3. Any dispute which cannot be resolved within the dispute resolution period must be finally resolved by arbitration, and the following rules apply:

6.3.1. Each of the parties must agree to such arbitration in writing.

6.3.2. The arbitrator must be agreed to by the parties in writing and if an agreement cannot be reached on the identity of the arbitrator, such dispute will be referred to the chairperson of the Legal Practice Council, who will be required to nominate an arbitrator who will preside over the arbitration.

6.3.3. The arbitrator's decision will be final and binding on the parties.

6.3.4. The arbitration will be held in Sandton, Johannesburg and the provisions of the Arbitration Act, 42 of 1965 will apply.

TERMINATION

7.1. AML Go reserves the right to suspend or terminate your access to the Products or any part thereof at any time, if AML Go believes that you are in breach of any of these terms, including but not limited to the following:

7.1.1. Breach of the compliance system rules as stipulated in Clause 5 above;

7.1.2. Failure to comply with the statutory requirements as stipulated in Clause 4 above;

7.1.3. Failure to effect payment for the Products or services rendered by AML Go.

7.2. Upon suspension or termination of access to the Products, you will receive written notification from AML Go confirming such suspension or termination.

7.3. You are entitled to terminate your subscription to the Products at any time by providing written notification to AML Go of such termination. Upon termination, you will be liable for any fees and charges incurred up to and including the date of termination.

7.4. AML Go will, upon receipt of a termination notice from you, provide you with a termination date and ensure the cessation of access to the Products.

7.5. AML Go reserves the right to terminate any subscription without cause by providing thirty (30) days written notice to you of such termination. Upon termination, you will be liable for any fees and charges incurred up to and including the date of termination.

LIMITATION OF LIABILITY

8.1. To the fullest extent permitted by law, AML Go will not be liable for any loss, damage or expense of any nature whatsoever incurred or suffered by you or any third party arising out of or in connection with the use of the Products.

8.2. AML Go makes no warranty or representation, whether express or implied, in respect of the Products, including but not limited to the accuracy, completeness, or reliability of the Products, the functionality thereof or the merchantability or fitness for a particular purpose of the Products.

8.3. In no event will AML Go be liable for any indirect, consequential, or special damages of any nature whatsoever arising out of or in connection with the use of the Products, including but not limited to loss of profits, business interruption, loss of business information, or any other pecuniary loss.

GOVERNING LAW & JURISDICTION

9.1. These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa.

9.2. The parties consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in respect of any legal proceedings arising out of or in connection with these terms and conditions or the use of the Products.

MISCELLANEOUS

10.1. If any provision of these terms and conditions is held to be invalid or unenforceable, such provision will be struck out and the remaining provisions will remain in force.

10.2. The failure by AML Go to enforce any right or provision in these terms will not constitute a waiver of such right or provision.

10.3. These terms and conditions constitute the entire agreement between you and AML Go in respect of the use of the Products and supersede any prior or contemporaneous agreements or understandings, whether written or oral.

COPYRIGHT & INTELLECTUAL PROPERTY

11.1. Copyright and Intellectual Property contained in, displayed in, consisting of, or from which the Products consist, is and remains the proprietary assets and confidential information of AML Go.

11.2. Any unauthorized copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast, circulation, or exploitation of such confidential information and proprietary assets will be an infringement of AML Go's copyright and intellectual property rights.

11.3. No use of such confidential information and/or intellectual property rights is permitted unless specifically agreed to by AML Go and reduced to writing between AML Go and the party to whom it extends such privilege.

NON-CIRCUMVENTION

12.1. The business will not, from the date upon which it commences use of the Products, and for a duration of two years after termination of the use of the Products, without the prior written consent of AML Go, which may be withheld at its sole discretion:

12.1.1. Attempt in any manner to deal, directly or indirectly, in any manner with AML Go's clients, distributors, suppliers, contractors, service providers, employees, or customers, which are related to the provision of the Products; or

12.1.2. By-pass, compete, void, circumvent, or attempt to circumvent AML Go in respect of any proposed transaction in respect of or similar to the Products.

THIRD-PARTY LINKS

13.1. AML Go may, from time to time, allow the advertising of certain service providers to the industry within the Products.

13.2. These links are aimed at making you aware of services and products within the industry which complement the Products or which may be necessary to a business operating within the industry from time to time.

13.3. Such third-party links, and the contents of the website to which they lead, are not endorsed, approved, or aligned with the views, opinions, and standards held by AML Go.

13.4. AML Go assumes no responsibility or liability for the contents of such third-party links, their content, security, completeness, or legitimacy, and you visit such third-party websites at your sole risk and responsibility.

13.5. This policy and the AML Go Privacy Policy do not extend to such third-party links.

WARRANTIES

14.1. The business warrants that it is entitled to operate as an Accountable Institution, is registered as such, if applicable, and will remain registered as such, in good standing with the Financial Intelligence Centre Act and/or any other required statutory body or agency.

14.2. You warrant that you are duly authorized to make use of the Products, on behalf of the business and in accordance with the access and permissions granted to you.

14.3. You warrant that you will not use the Products, or the information to which you have access as a result of the Products, in any manner which is inconsistent with industry laws, regulations, statutory requirements, unethical, or unlawful in terms of South African law, international law (if applicable), or prohibited by these terms.

14.4. You, and the business, warrant that all information which you provide to AML Go is correct and complete and that, in the event of a change in any information provided to AML Go, you will inform AML Go of such changes within a reasonable amount of time.

14.5. The business warrants that it will comply with the requirements of the Protection of Personal Information Act at all times, in the conduct of its business and in the use of the Products.

DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNITIES

15.1. Although AML Go aims, at all times, to ensure that the Products are accurate, reliable, and complete, it makes no warranties to this effect, and your use of the Products is subject to you ensuring optimal statutory compliance. Should any aspect of the Product require change or rectification to ensure compliance or efficiency, this must be communicated to AML Go without delay.

15.2. The Products and any additional information which can be gleaned or viewed from or within the Products, should not be construed as professional advice in any field including, but not limited to: financial, legal, tax, VAT, accounting, or investment and such advice should always be sought from a professional experienced and qualified to give advice in the appropriate field.

15.3. Any third-party links contained in the Products, from time to time, are not endorsed, protected, or verified by AML Go and AML Go assumes no responsibility whatsoever for the risk associated with following such third-party links.

15.4. AML Go makes every reasonable effort to ensure that the Products are free of malware or destructive coding but makes no warranties to the effect and assumes no responsibility should malware or destructive coding be contained or hidden within the Products.

15.5. AML Go disclaims itself and its directors of any liability which may arise from the use of the Products, whether such use was proper or improper, from any damage, liability, loss, and/or expense, whether directly or indirectly attributable to the use of the Products.

15.6. You indemnify and hold AML Go harmless from any and all liability which you may incur as a result of either failing to be registered with the Financial Intelligence Centre, if you are required to be so registered, or failure to comply with any statutory provision including the provisions of the Financial Intelligence Centre Act, if you are required to be compliant therewith.

15.7. As advised hereinbefore, the Products are customizable and therefore, you indemnify AML Go from any damages, loss of income, or liability which may be suffered as a result of reliance on the calculations or permutations contained and made by the Products.

15.8. AML Go disclaims itself any liability or responsibility, whether directly or indirectly, for any damages or liability which may be attributed to you or the business which you represent, which arise as a result of your failure to utilize proper and compliant processes and procedures.

15.9. You indemnify AML Go from any loss of income, liability, or damages which you may suffer as a direct, or indirect, consequence of AML Go suspending or terminating your access to the Products, on any of the grounds contained in these terms or any other formal agreement between you, or the business you represent, and AML Go.

15.10. You indemnify AML Go from any liability or damages which either you, the business you represent, or AML Go may suffer as a result of the improper use of the Products.

15.11. You indemnify AML Go from any liability or damages which you, or the business you represent may suffer as a result of your failure, whether directly or indirectly, to maintain your structure of users and ensure that all users have only the appropriate permissions and access.

15.12. You indemnify AML Go from any liability or damages which you, or the business you represent may suffer as a result of your failure, whether directly or indirectly, to maintain your log-in details as confidential and/or prevent the disclosure or dissemination thereof.

15.13. You indemnify AML Go from any liability or damages which you, or AML Go, may suffer as a direct or indirect consequence of your failure to adhere to the warranties contained in these terms, or as a result of never having adhered to the warranties contained in these terms.

15.14. You indemnify AML Go from any liability which you, or AML Go may suffer as a direct or indirect consequence of the daily conduction of your business including, but not limited to, any failure to comply with the provisions of the Financial Intelligence Centre Act, POPIA or FICA.

NON-WAIVER

16.1. Any indulgence which AML Go may extend to you in respect of any of the terms contained herein should not be construed as a waiver of its rights to enforce compliance with that term or any other terms contained herein.

JURISDICTION

17.1. By agreeing to these terms, you irrevocably consent to the jurisdiction of the High Court of South Africa.

18. CONTACT DETAILS

18.1. Should you require any information relating to these terms of use, or have any queries in this regard, please contact AML Go using the following contact details:

AML Go (Pty) Ltd. t/a AML Go

92 Jean Avenue

Doringkloof, Centurion

info@amlgo.co.za

012 665 0319

19. ACCEPTANCE

19.1. Your acceptance of these terms and conditions are recorded by ticking the “I Agree” box and by the subsequent use of the Products you are deemed to have agreed to each and every term contained herein.

END OF TERMS OF USE