

Service Agreement and License to Use the Software

This Agreement for the provision of Service and license for the Use of programs, software and / or products between the Client and ComplyTrust[®] Inc. (CTI).

Acceptance of the terms of this Agreement does not grant the Client any right of use not specified in this Agreement for the use of CTI. programs and / or products. This Agreement applies to any trial period offered to the Client, as well as to commercial use of the service after the trial period.

Definitions

"ComplyTrust[®] Inc. (CTI): Legal description of the company. You can check our contact details for more information.

"CLOUD": Concept associated with providing services from the Internet without the need to download or install software.

"Forget-Me-Yes[®]" (FMY): Cloud computing application of which CTI is the exclusive holder of all exploitation rights, which is hosted on the Cloud Platform indicated in this contract as a secure, high-availability and scalability service.

"CLIENT": natural or legal person who contracts the FMY service offered by CTI that is the object of this contract.

"Contract": Contains all the definitions and conditions contained in this document about the service that the CLIENT hires from CTI.

"Administrator": person designated by the CLIENT, under his sole responsibility, to use and administer FMY, being able, among other things, to create Agents and Users within the framework of the terms indicated in this Contract.

"Agent / s": person / s designated and authorized by the CLIENT's Administrator, under his / her sole responsibility, to use FMY within the framework of the terms indicated in this Agreement.

"User / s": person / s designated and authorized by the Administrator, to use FMY service.

"CLOUD Platform": Technological platform managed and composed of different elements that include servers, software, communications and services, owned by CTI or companies subcontracted by CTI, accessible through the Internet, and where the data that the CLIENT has entered in FMY is hosted and stored.

"Number of Agents": maximum number of Agents included in FMY, as specified in the Order Sheet.

"Service request": document to be filled out and signed by the CLIENT to complete the FMY service contracting process, indicating, among others, the number of Agents hired, the optional Modules, the service period, the price and the payment conditions.

"Help": online documentation that is available from the same software and that details the functionalities available in FMY.

"Trial period": period that CTI offers the CLIENT to try FMY for free. Any data entered or configuration made in FMY during the trial period will be kept if the CLIENT hires the service before the end of this period. Otherwise, at the end of the trial period, all the information provided by the CLIENT will be deleted.

"Responsible for the treatment of personal data": natural or legal person, of a public or private nature, or administrative body, which decides on the purpose, content and use of the treatment. In this contract the CLIENT.

"Person in charge of processing personal data": the natural or legal person, public authority or any other body that personally or jointly with others handles personal data on behalf of the person responsible for handling, in this CTI contract.

General Contract Conditions

1. Price, Form of Payment, Billing and Activation of the Service

The price of the service will be determined by the number of Agents, Modules and possible extensions of data storage contracted by the CLIENT and will be specified in detail in the "service request" that CTI will provide to the CLIENT.

FMY will be activated automatically after the CLIENT completes the service activation form, which requires express acceptance of this Contract. The service will be activated free of charge during the Trial Period.

CTI will send an email to the address provided by the CLIENT with the access data to its FMY including the URL and the Administrator account. From that moment on, the Administrator is responsible for managing his account as well as for the creation and maintenance of the rest of the Agent and User accounts, without CTI knowing any security keys.

The acceptance of the service request by the CLIENT will determine the start date of the contracting period. From that moment, CTI will proceed to invoice and collect the contracted service in advance, using the payment method specified in the Order Sheet.

2. Duration and validity

The duration of the contract will include from the activation of FMY until the end of the time period specified in the service request, although in the case of billing, the date of acceptance of the service request will be taken as the beginning. At the end of the contracting period, the Contract will be tacitly and automatically renewed for the same period, unless there is an express resignation in writing, with a minimum of seven days in advance before expiration, by either party. In your case, the express waiver of this contract will be effective from the first day after the expiration date of the contract.

3. Conditions of use

CTI grants the CLIENT a non-transferable and non-exclusive license to use FMY, only under the terms and conditions indicated in this Contract, in the Order Form accepted by the CLIENT, in the Software Help and in any other documentation that results applicable, whether on paper, disk, in the computer's read-only memory, cloud platform, or on any other medium that may be applicable at any given time.

The use of FMY is allowed for Agents and Users who have an access account, the CLIENT being the responsibility of creating and maintaining said accounts.

The functional and technical characteristics of FMY are reported on the CTI website and in the Help of the application itself.

Agents and Users must have access to the Internet and have the necessary computer equipment and systems to connect to the Internet, including a terminal that is suitable for this purpose (computer, telephone, etc.).

4. Intellectual Property.

FMY has been created by CTI, who will retain all intellectual and industrial property rights or any other right derived from the product, which may not be CTI subject to further modification, copying, alteration, reproduction, adaptation or translation by the CLIENT.

The structure, characteristics, codes, working methods, information systems, development tools, know-how, methodologies, processes, technologies or FMY algorithms are the property of , CTI or its suppliers, having been, in the latter case, the object license or assignment by them, and are protected by the corresponding intellectual property laws of the United States of America or international intellectual and industrial property, and may not be subject to further modification, copying, alteration, reproduction, adaptation or translation by the CLIENT.

Likewise, all user manuals, texts, graphic drawings, databases, videos or audio supports referred to or that complement FMY (hereinafter, "Associated Materials") are the property of CTI, or of its content providers, and They may not be subject to further modification, copy, alteration, reproduction, adaptation or translation by the CLIENT.

The provision to the CLIENT of CTI and the Associated Materials does not imply, in any case, the transfer of ownership or the granting of a right of use in favor of the CLIENT other than that provided for in these General Conditions of Use.

Consequently, any use by the CLIENT of FMY or the Associated Materials that is made without the authorization of CTI, including their exploitation, reproduction, dissemination, transformation, distribution, transmission by any means, subsequent publication, exhibition, communication is strictly prohibited. public or total or partial representation, which, if they occur, will constitute infringements of the intellectual or industrial property rights of CTI, sanctioned by current legislation.

5. Obligations and responsibilities of CTI

In its relations with the CLIENT, CTI must act with due diligence in the use of its commercial activity, loyally and in good faith.

Inform the CLIENT prior to contracting and in a concrete, clear and precise manner of the specific characteristics of the services requested, such as the price of the same and the taxes that may apply.

Offer services optimally with all the means at their disposal, striving so that the service provided can be developed 24 hours a day, 7 days a week in the safest way possible.

CTI will maintain a daily content backup system.

CTI makes a CUSTOMER service available to the CLIENT during CTI business hours.

6. Limitation of Warranty

The CUSTOMER accepts that FMY is supplied "as is", so CTI, does not guarantee in any way that the functions it contains will satisfy the needs of the CUSTOMER, nor that FMY will work without errors. The CLIENT will assume the full cost of all the services, necessary to adapt it to their needs.

CTI cannot guarantee that the availability of the service will be continuous and uninterrupted during the term of the contract, due to the possibility of problems in the Internet network, breakdowns in server equipment and other possible unforeseeable contingencies. The client agrees to bear risks and imperfections or unavailability of the service within reasonable limits.

Likewise, as it is a service provided through the Internet, CTI will not assume any type of responsibility derived from technical problems attributable to third parties.

The access and use of FMY is the sole responsibility of the CLIENT, in such a way that CTI is not responsible in any way (neither direct nor subsidiary) for any direct or indirect damage that the client may cause to third parties. CTI will not assume any responsibility for the actions that the agents or users created and authorized by the CLIENT may perform.

In no case does CTI accept responsibilities derived from data loss due to actions carried out by the CLIENT, business interruption or any other damages caused by the operation of the service and / or by not fulfilling the CLIENT's expectations.

CTI, is exonerated of all responsibility for the consequences that the lack of operability of the CLIENT's email address or not communicating the change of address may produce, as well as for the misinformation alleged by the client due to its own negligence when maintaining I activate this data.

Therefore, the client expressly waives to claim any responsibility, contractual or extra-contractual, damages and losses to CTI for possible failures, lack of speed or errors in the access and use of the contracted service.

However, the foregoing, if CTI breaches the commitments assumed in this contract by providing an inefficient service for an uninterrupted period of more than 24 hours, CTI liability will be limited to the proportional refund of the amount charged for the service during said interruption period.

7. Obligations and responsibilities of the Client.

Have full capacity of representation, legal capacity and capacity to act to carry out the contracting of the Services.

Be over eighteen (18) years old and have no limited ability to contract and / or use the Services offered by CTI.

Provide certain exact and updated data at the time of contracting the Service.

Assume the payment of the contracted services in accordance with what is indicated in these Conditions and in the contracting process.

In case of using FMY name of a third party (Responsible), have authorization from said third party to do so.

In case of storing and processing personal data of third parties in FMY, inform the interested party in advance and, where appropriate, obtain their consent.

Whatever the case may be, the CLIENT agrees to use any data in adherence to legal guidelines of the Data Protection Regulation of the nationality of whom the personal data belongs, as long as it does not contravene any regulations of the United States of North America, and in the event that there is a discrepancy, the personal data protection regulations of the United States of North America will prevail. In the event that the country of whom the personal data belongs does not have Regulation of Data Protection, this will be subject to the regulation of personal data of the country of origin of CTI.

Ensure that all Agents and Users comply with the obligations and guarantees contained in this document, as well as the security and confidentiality of the access credentials to FMY.

Make proper use of FMY, within the limits and conditions indicated in this document, and in current regulations.

CTI reserves the right to suspend, totally or partially, the fulfillment of the contract (not to provide the service), in the event that it notices, detects and / or verifies the improper use of the FMY in its maintenance work. To this end, will temporarily suspend the service. This circumstance will be notified to the CUSTOMER so that he can proceed to solve said alteration, and if once the service has been restarted in such a circumstance continuously or in bad faith, the service will be canceled without the right to a refund of any amount, for consider improper use of the service.

8. Personal data responsibility of the Client

The use of FMY by the CLIENT may involve the processing of personal data, which are the responsibility of the CLIENT and / or the Responsible, by CTI and its usual service providers.

Consequently, CTI, in order to adhere to the corresponding legal guidelines, will be responsible for the data management, in accordance with the current CTI [Privacy Policy](#) and the following management:

End of management: FMY technology provider.

Data conservation criteria: Data will be kept for the duration of this CONTRACT between CTI and the CLIENT. At termination of this contract, all the data provided by the client will be completely deleted.

Data communication: No data will be communicated to third parties, except for legal obligation.

Data location: The data saved by the CLIENT will be hosted on the secure AWS cloud platform CTI has contracted within a specific region.

The management of "FMY " may imply, at some point CTI must access the data for proper service development, in this case CTI.

Data access will be only, when it is essential, for the proper development of the contracted services, and it will process any data in accordance with the CLIENT's instructions.

CTI will not allocate, apply or use the data for other purpose than that indicated in this contract.

9. Service providers used by CTI

For the provision of the FMY service contracted by the CLIENT, CTI uses the following service provider: Amazon Web Services (AWS).

10. Adaptations or new versions of FMY

CTI may do adaptations or new versions of FMY, as well as discontinue some of its functionalities.

The CLIENT accepts that CTI makes changes and improvements, which will be notified through notices or alerts, visible to the Administrator or by sending emails. In no case may the CLIENT claim from CTI any compensation for damages or losses that may arise from the application of these adaptations or new versions.

11. Promotional use of the Client's name and logo

CTI, reserves the right to use the CLIENT's name and logo for the sole purpose of promoting its own Services and offering references to other potential clients.

By accepting this contract, the CLIENT expressly authorizes the use of his name and logo; however, the CLIENT may object the use of his name and logo, at any time by communicating to CTI through any contact provided to the CLIENT.

12. Cancellation and termination of the service

The CLIENT may unsubscribe from the service at any time, by written and reliable communication to CTI From that moment on, CTI will cease billing to the CLIENT.

Non-payment of the invoice issued will give CTI the right to suspend or terminate this contract and proceed, as a consequence, to cancel the CLIENT's access to the application, after 10-days have elapsed from the non-payment and with prior notice from CTI. In the event of contractual termination, the CLIENT may recover the information hosted up to that moment in FMY by requesting it from the CTI support service provided that it is up to-date with its payment obligations with CTI.

In no event is CTI liable for damages that may arise directly or indirectly from the suspension or cancellation of the service due to these circumstances.

Once the CLIENT is unsubscribed, the access codes will be canceled and the data that the CLIENT has stored in FMY will be deleted.

13. Subsistence of clauses

If any clause of this contract were declared, totally or partially, null or ineffective, such nullity or ineffectiveness will affect only said provision or part of it that is null or ineffective, the General Conditions of Use will subsist in everything else, having such provision or the part thereof that is affected by not being placed. For this purpose, the General Conditions of Use will only cease to be valid exclusively with respect to the null or ineffective provision, and no other part or provision of these General Conditions of Use will be annulled, invalidated, damaged or affected by such nullity or ineffectiveness, except that, because it is essential to these General Conditions of Use, it should affect them in an integral way.

14. Applicable law and jurisdiction

To resolve any controversy related to the provisions of this Contract or in the execution thereof, the CLIENT and CTI expressly submit to the Courts of the State of Delaware, waiving any other jurisdiction that may correspond to them.

15. CTI Contact Information

Telephone: +1 (858)766-2173 x1001

Email: support@complytrust.com