

# Terms and Conditions for the Basel AML Index Expert Edition

The following terms and conditions (the “**Terms and Conditions**”) shall govern the service agreement (the “**Agreement**”) with respect to the use of the Basel AML Index Expert Edition or Expert Edition Plus (the “**Service**”) between the Basel Institute on Governance (the “**Basel Institute**”) and your organisation (the “**Client**”).

## Article 1 - Applicability

1.1 The following Terms and Conditions apply to the Agreement between the Basel Institute, having its registered office and place of business at Steinenring 60, 4051, Basel, Switzerland, Reg-No. CH-270.7.002.858-0, and the Client (the party receiving the Service or the party that places an order with the Basel Institute or the party with whom the Basel Institute concludes an agreement). The Terms and Conditions are an integral part of the Agreement.

1.2 Any terms and conditions of the Client are explicitly excluded and shall not apply to this Agreement except with the Basel Institute’s explicit consent.

## Article 2 - Object of Agreement

2.1 The object of the Agreement comprises the Service. The standard Expert Edition Service comprises:

- Access to the Basel AML Index Expert Edition, an online tool accessible through the following link: <https://index.baselgovernance.org>;
- The Basel AML Index scores and ranking in downloadable electronic format (xlsx and csv version);
- Notifications by email on relevant sanctions/blacklists, updates, reviews and changes made to the Basel AML Index Expert Edition.

2.2 The Basel AML Index Expert Edition Plus option additionally includes a complete FATF numerical dataset provided in xlsx format plus special written reports as detailed and updated from time to time on the website under <https://index.baselgovernance.org/expert-edition>.

2.3 The Service is provided and limited to the Client, whereby the usage of the Service is restricted to a maximum of 5 (five) individual users employed by the Client (the “**Authorised**”).

**Users**"). The Authorised Users may be employees of various branches of the same legal entity, but not of a subsidiary or affiliated organisations. Additional user accounts can be purchased for CHF 400/year (Expert Edition) or CHF 800/year (Expert Edition Plus) per user.

2.4 The Service offers a standardised and independent risk rating. It considers and assesses various third-party sources and provides a comparative risk index based on indicators in the following five domains (categories):

- Quality of Anti-Money Laundering/Counter Terrorist Financing Frameworks
- Bribery and Corruption
- Financial Transparency and Standards
- Public Transparency and Accountability
- Political and Legal Risks

2.5 The online tool consists of an interactive country map, ranking and comparison function. The Authorised Users can choose and view individual standardised scores for each category and each indicator that are used for the overall score. In addition, the ranking indicates jurisdictions subject to relevant sanctions lists. The Authorised Users can create jurisdiction profiles summarising Basel AML Index data on a particular jurisdiction.

2.6 Customised versions of the Service may be negotiated and agreed between the Client and the Basel Institute. All custom options are offered at the Basel Institute's discretion.

### **Article 3 - Approval of the Agreement**

3.1 This Agreement takes effect upon acceptance of these Terms and Conditions by the Client by accepting them on the website (the "**Effective Date**").

3.2 Further to the submission of registration information and approval of the Terms and Conditions, the login information to the Service and, if applicable, the invoice for the Service will be sent via email to the Client.

### **Article 4 - Terms of Delivery and Payment**

4.1 The Basel Institute charges fees for access to the Basel AML Index Expert Edition or Expert Edition Plus according to the price list displayed and updated from time to time on the website under <https://index.baselgovernance.org/expert-edition> at the time of subscription.

4.2 The subscription fee may be waived in view of the Client's status as a public-sector institution, an international organisation, a not-for-profit organisation or an academic institution. The decision to waive the fee is entirely at the Basel Institute's discretion.

4.3 The subscription fee may also be waived for individuals with a legitimate need for temporary access to the Basel AML Index. These individuals may be academics, students, journalists or other individuals whom the Basel Institute deems eligible. The decision to waive the fee, and the duration of the free access, are entirely at the Basel Institute's discretion.

4.4. The prices given by the Basel Institute are in CHF (exclusive of VAT). VAT is added for organisations based in Switzerland.

4.5 The price agreed for the Service may be paid by credit card or alternatively an invoice may be requested.

4.6 If paid by credit card, the Client will gain access to the Service as soon as the credit card payment has been successfully processed.

4.7 If an invoice is requested, the Client will gain limited access to the Service until the payment is credited to the bank account indicated on the invoice and has been processed accordingly. Net payment is due within 30 (thirty) days of the invoicing. If payment is not received within this time period, the Client's limited access will be withdrawn and their account deactivated.

4.8 The violation of the terms of delivery does not make the Basel Institute liable for any damages, and does not entitle the Client to terminate the agreement and/or suspend the obligations ensuing from the agreement.

## **Article 5 - Intellectual Property**

5.1 The Service and the technology underlying the Service, and all data contained in it or otherwise transferred or made available to the Client in connection with the Service in any form whatsoever (the "Data"), remain the exclusive property of the Basel Institute, whether or not protected by intellectual property rights (including, without limitation, copyright or database right). Under the Terms and Conditions of the Agreement, the Basel Institute hereby grants to the Client a non-transferable, non-exclusive and non-sublicensable license to use the Service and the Data. The Client shall not acquire any intellectual property rights to the Data.

5.2 The Service and the Data must not be copied, exploited, disclosed, transferred, otherwise made available to any third party and/or otherwise used in any way whatsoever, except as expressly permitted by this Agreement. The Client must keep all Data strictly confidential. The Client hereby guarantees to protect the confidentiality and the integrity of the Data. The Basel Institute must immediately be informed if the Client becomes aware of any third-party access to the Data or Service and whenever he or she becomes aware of, or suspects, any violation of the rights of the Basel Institute in connection with the Service.

5.3 These obligations stipulated in this Article shall survive the termination of this Agreement for as long as such information remains proprietary or confidential.

## **Article 6 - Obligations of the Client**

6.1 In order to access the Service, the Client will be required to provide registration information to the Basel Institute, including the name and email address of the individual who shall manage the Basel AML Index Client account and grant access to the Service to Authorised Users. The Client agrees to provide true, accurate, current and complete information as prompted by the Basel Institute's registration form and to maintain and promptly update such information to keep it true, accurate, current and complete.

6.2 The manager of the Client account and each Authorised User must keep his or her password confidential and must not disclose it or share it with any person.

6.3 If the Client becomes aware or suspects that any unauthorised party has access to one or more Authorised User accounts, the Client must notify the Basel Institute immediately by contacting: [index@baselgovernance.org](mailto:index@baselgovernance.org)

6.4 The Basel Institute is entitled to suspend the Service temporarily on request of the Client or if the Basel Institute has reasons to suspect any unauthorised use. The Basel Institute is authorised at any time and with prior notice to suspend any user account or reset the password to avoid misuse of the Service.

6.5 The Client is responsible for ensuring that all Authorised Users abide by these Terms and Conditions. In the event that the Client fails to ensure that Authorised Users abide by these Terms and Conditions, the Client bears full responsibility for any resulting consequences.

## **Article 7 – Service Availability**

7.1 While the Basel Institute uses reasonable efforts to ensure that the online version of the Service is available 24 hours a day, the Basel Institute is not liable if, for any reason, the

Service is unavailable at any time or for any period. Access to the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Basel Institute's control.

7.2 The Basel Institute is entitled to change the content or scope of the Service or to discontinue the Service at any time. If the Basel Institute discontinues the Service or if a change to the Service materially impairs the value of the Service for the Client and if the Client at this time is in full compliance with the Agreement, then the Client is entitled to a refund in proportion to the remaining time of the Agreement when the Service is discontinued or the material impairment occurs.

### **Article 8 - Liability and Indemnity**

8.1 The Basel Institute gives no warranty or guarantee, express or implied, with respect to the Service and/or Data, including that for fitness for any particular purpose. The Basel Institute is not liable for any and all financial consequences (including direct and indirect damages, costs and expenses, etc.) except if caused by a wilful or grossly negligent act or omission by the Basel Institute. The Basel Institute is not liable for actions and omissions by auxiliaries.

8.2 The Service contains hyperlinks to external sources. Visiting the linked sites is at the Client's own risk and the Basel Institute disclaims any/all responsibility for any loss sustained by the Client in connection with any linked site.

8.3 The Basel Institute and the Client agree that the Service contains statements of opinion as of the date they are expressed, and not statements of fact or recommendations or any legal or other professional advice. The Service is provided on an as-is basis, and the Basel Institute is not liable for any consequences of the Client's reliance on the Service and/or the Data.

8.4 The Basel Institute is not obliged to update the Service and/or the Data at any given time interval or within any given time limit after new information becomes available. It does not warrant that the data used by the Basel Institute in order to create the Service and/or the Data are complete, accurate, up-to-date or reliable.

8.5 The Client agrees to take all appropriate safeguards before using the Service or downloading from the Service (including operating a firewall and current antivirus software). The Basel Institute uses reasonable efforts to exclude viruses from the Service, but it does not accept any obligation or liability in relation to viruses or any other malware.

8.6 The Client will hold the Basel Institute harmless from and against any and all costs, liabilities and other financial consequences in connection with any claims raised by third parties in connection with the Client's use of the Service and/or the Data.

#### **Article 9 - Duration, Term and Renewal**

9.1. This Agreement is valid indefinitely unless cancelled or terminated, pursuant to the provisions herein.

9.2. The Agreement will automatically renew on an annual basis unless the Client cancels their subscription via their account dashboard on the website or in writing to [index@baselgovernance.org](mailto:index@baselgovernance.org). The Client may cancel at any time before the renewal date.

9.3 If the Client has paid for the Service via an invoice, they will receive a courtesy reminder from the Basel Institute 30 (thirty) days before the end of the then-current term, followed by an invoice on the Agreement renewal date.

9.4 The Basel Institute may terminate the Agreement at any time and without notice if the Client is in material breach of the Agreement.

#### **Article 10 - Suspension of Agreement**

10.1 The Basel Institute may suspend access to the Service without notice if the Client fails to, or if the Basel Institute has reasons to believe that the Client is or will be unable to, fully and timely comply with any obligation towards the Basel Institute.

10.2 The Basel Institute is not liable for consequences arising out or in connection with a suspension of the Service, and the Client is not released in full or in part of any of his/her duties towards the Basel Institute.

#### **Article 11 - Privacy and Data Protection**

11.1 The Basel Institute will process personal data relating to the Client only in accordance with Swiss data protection law and the Basel Institute's privacy policy available at <https://index.baselgovernance.org/privacy-policy>. In particular, the Basel Institute will take all reasonable measures to protect the personal data of Clients and Authorised Users and will not transfer it to any third party for marketing purposes.

The Client acknowledges and hereby accepts that for the purpose of processing the payment services under the Agreement, the Basel Institute will process data to Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA; website: <https://stripe.com>; data privacy statement under <https://stripe.com/de/privacy> as a payment service provider.

The data processed by the payment service provider includes inventory data, such as the name and address, bank data, such as account numbers or credit card numbers, passwords, TANs and checksums, as well as the contract, total and recipient-related information. The information is required in order to carry out the transactions. Under certain circumstances, the payment service provider transmits the data to credit agencies. The purpose of this transmission is to check identity and creditworthiness. In this regard, we refer to the terms and conditions and data protection information of the payment service provider.

11.2 The Basel Institute shall request permission from the Client before publicly citing or mentioning the Client as a reference customer/client.

#### **Article 12 – Changes to these Terms and Conditions**

12.1 The Basel Institute reserves the right to amend these Terms and Conditions at any time to ensure continued compliance with relevant laws and regulations or for any other purpose whatsoever. The Basel Institute shall inform the Client by email of any forthcoming changes to the Terms and Conditions.

12.2 If the Client continues to use the Service after receiving notification of any changes being made, this constitutes acceptance of the changes by the Client.

#### **Article 13 - Severability**

13.1 If any provision of the Agreement is held to be unenforceable, then that provision is to be construed either by modifying so as to make it enforceable (if permitted by law) or disregarding it (if not). The rest of the Agreement remains in effect, and the unenforceable provision remains in effect in any circumstances except in those in which it is held to be unenforceable.

#### **Article 14 - Applicable Law and Jurisdiction**

14.1 All disputes arising out of or in connection with the Agreement shall be governed by Swiss law under exclusion of its conflict of law rules and the provisions of the Vienna Convention on the Sales of Goods.

14.2 The courts of the City of Basel, Switzerland shall have exclusive jurisdiction.