

Basel AML Index Expert Edition Terms & Conditions

The Basel AML Index is developed and maintained by the
International Centre for Asset Recovery (ICAR) at the Basel Institute on Governance.

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 (the “**Service**”) between the Basel Institute on Governance (the “**Basel Institute**”) and your institution (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 Service comprises:

- Access to the Basel AML Index Expert Edition, an online tool accessible through the following link: www.baselgovernance.org/asset-recovery/basel-aml-index;
- An electronic simplified format (xlsx or csv version) of the Basel AML Index Ranking scores; and
- Notifications by e-mail on sanctions, updates, reviews and changes made to the Basel AML Index.

2.2 The Basel AML Index Expert Edition Plus Service option additionally includes a complete FATF numerical dataset provided in xlsx format.

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 belonging to the Client’s institution (the “**Authorised Users**”). Other user packages are available upon request.

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 for the five categories, each having further subcategories:

- Money Laundering/Terrorist Financing Risk
- Corruption Risk
- Financial Transparency & Standards
- Public Transparency & Accountability
- Political & Legal Risk

2.5 The online tool consists of an interactive country map, ranking and comparison function. All three functions are customisable in terms of selecting categories and sub-indicators through the web tool by the Client. The Client can choose and view individual standardised scores for each category and each

sub-indicator that are used for the overall score. In addition, the ranking indicates countries subject to United Nations sanctions and State Sponsor of Terrorism lists.

2.6 The FATF dataset included in the Expert Edition Plus option is provided separately from the online tool as a standalone Excel sheet. This dataset is a calculative analysis of FATF Mutual Evaluation recommendations and effectiveness ratings. FATF scores for the 40 recommendations and 11 effectiveness ratings are converted to a scale of 0–3. The latest dataset is provided upon subscription and after each update.

2.7 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 the Terms and Conditions by the Client (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 according to the price list displayed on the website under <https://www.baselgovernance.org/asset-recovery/basel-aml-index/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 institution, international organisation, non-profit organisation, academic institution or media organisation. 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 for temporary free access to the Basel AML Index Expert Edition. The decision to waive the fee, and the duration of the free access, are entirely at the Basel Institute’s discretion.

4.4 The price agreed for the Service will be invoiced following the approval of the Terms and Conditions. It must be credited to the bank account indicated on the invoice.

4.5. The prices given by the Basel Institute are in CHF (exclusive of VAT).

4.6 Net payment is due within 30 (thirty) days of the invoicing.

4.7 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 and the user name and password received from the Basel Institute. 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 4 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 names and email addresses of the individuals who shall be granted access to the Service as 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 After the Effective Date, the Client will receive account login details for the requested Authorised Users. Each Authorised User must keep his or her password confidential and must not disclose it or share it with any person.

6.3 The Client shall be solely responsible and liable for all activities that occur or are submitted under the accounts of Authorised Users in the Client’s institution. 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

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 Client can download an xlsx or csv version of the Data in a simplified electronic format for offline access.

7.3 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, including to update United Nations sanctioned and State Sponsor of Terrorism lists and countries, and to update sanctions. 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 against the Basel Institute 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 for 12 (twelve) months term from the Effective Date, as set forth above, unless cancelled or terminated, pursuant to the provisions herein.

9.2. For institutions, the Agreement will automatically renew for a successive 12 (twelve) months unless the Client provides the Basel Institute with written notice of intent to terminate this Agreement at least

14 (fourteen) days before the end of the term. The Client will receive a courtesy reminder from the Basel Institute 30 (thirty) days before the end of the then-current term, followed by an invoice, if applicable, on the Agreement renewal date.

9.3 For individual users granted temporary free access to the Service, the Agreement will automatically terminate after the end of the agreed term. To renew the Agreement for a successive term, the Client must provide evidence of his or her need to retain access for a longer period. The Client will receive a courtesy reminder from the Basel Institute 30 (thirty) days before the end of the then-current term.

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, including any breach of articles 4.2 and/or 6.2, or if the invoice is not paid in line with the terms of payment.

9.5 Upon the termination of this Agreement, the Client shall immediately cease to use the Service and the Data received under this Agreement and shall, at its own expense, delete the Data from its IT systems and destroy any copy thereof, except for a reasonable number of copies of the Data for archival purposes only.

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 www.baselgovernance.org/privacy-statement. 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.

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

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. 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

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.