

# Elucidate Smart Screening (™)

## Terms of Service v1.0

### 1. Introduction

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User") and Elucidate GmbH ("Elucidate"), a company registered under the laws of Germany, regarding your access to and use of the Elucidate Smart Screening platform (the "Platform"). By accessing or utilizing the Platform in any manner, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree to these Terms, you are expressly prohibited from using the Platform, and you must discontinue use immediately.

### 2. Service Description

Elucidate provides Users with access to its proprietary Elucidate Smart Screening Platform, designed to facilitate the assessment and analysis of financial crime risk associated with transactions. The Platform enables pre-validation of transactions using Elucidate's proprietary modules, which analyze transaction data to identify potential risks and regulatory concerns.

Users may access the Platform through an interface provided by Elucidate or via API integration with third-party systems. The Platform is designed to process transaction-related data to generate insights, scores, and reports that assist Users in their compliance and risk management processes.

Elucidate does not guarantee that the Platform will identify or prevent all financial crime risks, nor does it provide legal, financial, or regulatory advice. Users are solely responsible for interpreting and applying the insights generated by the Platform in accordance with applicable laws and regulations.

### 3. Access Restrictions

The Platform is intended solely for use by corporate entities and financial institutions. Individuals seeking access must register using a corporate email address associated with their institution. Elucidate will validate email domains to ensure compliance with this requirement.

Use of the Platform is strictly limited to corporate or institutional purposes. Personal use is prohibited, and any attempt to access or utilize the Platform for personal purposes may result in the immediate suspension or termination of access.

### 4. Acceptance of Terms

By accessing and using the Platform, you confirm that you are permitted to use the Platform under applicable laws and internal policies governing your organization. You are solely responsible for ensuring that your use of the Platform complies with all relevant legal and regulatory requirements. Elucidate relies on you to confirm that you are authorized to use the Platform.

### 5. Modifications to the Terms

Elucidate reserves the right to amend, modify, or revise these Terms at any time. Any such changes will become effective upon posting to the Elucidate website or through direct notification to Users. Your continued use of the Platform following such modifications constitutes acceptance of the revised Terms. Users are responsible for reviewing these Terms regularly to stay informed of any updates.

## 6. Pricing, Credit System, and Transactional Fees

The Platform operates on a credit-based pricing model. A "credit" represents a unit of analysis for a defined volume of data processing related to a transaction. Unless explicitly specified otherwise, each transaction analyzed using the Platform will consume one credit. One credit is valued at €1.

Users must purchase credits in advance or maintain a sufficient credit balance to process transactions. Elucidate provides a fee schedule that outlines the cost of credits and any additional fees associated with enhanced analytics, premium features, or overuse beyond the agreed-upon limit. This fee schedule may be updated from time to time at Elucidate's sole discretion.

Users acknowledge and agree to the following conditions:

- Fees and credit costs are non-refundable.
- Failure to maintain a sufficient credit balance may result in temporary suspension of access to the Platform until the balance is replenished.
- Additional charges may apply for enhanced services, API usage, bespoke analytics, or other premium features beyond the standard credit-based model.
- For web-based usage, fees will be charged to a credit card and replenished automatically with 1,000 credits when an account goes below 50 credits.
- VAT will be assessed as required.

## 7. License and Use Restrictions

Elucidate grants Users a non-exclusive, non-transferable, and revocable license to access and use the Platform solely for lawful business purposes during the term of this Agreement. Users must not:

- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform.
- Use the Platform for any unlawful purpose, including but not limited to fraudulent, unauthorized, or illicit activities.

## 8. Data Use, Privacy, and Security

By using the Platform, you acknowledge and agree to Elucidate's Privacy Policy, which can be found at <https://www.elucidate.co/privacy-policy>.

Elucidate processes transaction-related data solely for the purposes of providing the Platform's services, improving analytics models, and enhancing risk detection capabilities.

Elucidate is committed to compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR). Anonymized and aggregated data may be used for benchmarking, analytics improvements, and research, provided such usage does not disclose confidential or personally identifiable information.

## 9. Intellectual Property

All intellectual property rights, including but not limited to patents, copyrights, trademarks, and trade secrets, associated with the Platform remain the exclusive property of Elucidate. Users do not acquire any ownership rights in the Platform or any related proprietary content.

## 10. Disclaimers and Limitation of Liability

Elucidate provides the Platform as a data analytics service only. The Platform is designed to assist Users in assessing financial crime risk, but it does not guarantee the identification or prevention of financial crimes. The insights generated by the Platform are for informational purposes only and should not be solely relied upon for compliance or regulatory decision-making.

Elucidate expressly disclaims all warranties, whether express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

Elucidate shall have no liability whatsoever for any losses, damages, or claims arising out of or related to the use of the Platform, including but not limited to direct, indirect, incidental, punitive, or consequential damages.

## **11. Arbitration and Dispute Resolution**

All disputes arising from or relating to these Terms shall be resolved through binding arbitration under the rules of the International Chamber of Commerce (ICC). Arbitration proceedings shall be conducted in Berlin, Germany, in English. Users agree to waive their right to litigate claims in court except for claims related to intellectual property rights.

## **12. Confidentiality**

Users agree to maintain the confidentiality of proprietary and sensitive information accessed through the Platform. Elucidate may reference a User's engagement for marketing purposes but will not disclose User-specific unless required to do so by law, regulatory or judicial request.

## **13. Governing Law and Miscellaneous**

These Terms are governed by the laws of Germany. If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect. Notices under these Terms shall be sent in writing to the addresses provided by the Parties and shall be deemed received upon confirmed transmission.

By accessing the Platform, you acknowledge and agree to these Terms, including Elucidate's Privacy Policy.