

1. General - Scope of these Terms of Use	1
2. User's rights - Use of the Services	1
3. User's obligations - Acceptable Use and Governance	1
4. Data Protection	2
5. Intellectual Property	2
6. Modification of the ToU by i-Hub	2
7. Waiver - Entire Agreement - Severability - Subcontracting	2
8. Survival	2
9. Governing law - Jurisdiction	2
10. Contact	2

1. General - Scope of these Terms of Use

- 1.1 i-Hub S.A. ("**i-Hub**") with registered office at 208, rue de Noertzange, L - 3670 Kayl, Grand Duchy of Luxembourg, registered in the Luxembourg Trade and Company Register under number B 208.799, authorised as a support professional of the financial sector within the meaning of Articles 29-2 and 29-4 of the Law of 5 April 1993 on the financial sector, as amended, under number I00000125, has developed a solution that consists of a database of information and related documents ("**Documentation**") collected in the context of compliance with legal and regulatory obligations ("**i-Hub Solution**"). i-Hub Solution is subscribed by professionals that are subject to such legal and regulatory obligations ("**Client**").
- 1.2 i-Hub Solution enables the Clients the electronic storage of Documentation as well as regular checks of the accuracy and validity of such Documentation.
- 1.3 Any legal or natural person which/who is taking steps to or entered into an agreement with at least one Client and about whom Documentation is collected and further processed via the i-Hub Solution on Client's instructions are end-clients ("**End-Clients**"). Any legal or natural person which/who is linked (e.g. appears in a relevant KYC chain due to its role and/or capital links) to an End-Client is a related Party ("**Related Party**").
- 1.4 The representatives, officials, persons of contact and/or staff of the Client using i-Hub Solution in the name and on behalf of the Client (hereinafter "**User**") can access and manage the Documentation that is kept about End-Clients and Related Parties by the Client as well as upload several documents via the i-Hub Solution by entering the unique i-Hub logon credentials on <https://client.i-hub.com> ("**Website**" or "**Services**"). The Services are governed by these Terms of Use ("**ToU**").
- 1.5 User and i-Hub are each individually referred to as a "**Party**" and collectively as the "**Parties**". **Please read the ToU carefully before using the Services. By using the Services, you, the User, expressly confirm to have read and understood the ToU and accept to be fully bound by the ToU, without any reservation. If you disagree with any part of the ToU then you must refrain from using the Services.**
- 1.6 The present ToU shall be read together with and are without prejudice to the terms defined between i-Hub and the Client in the agreement governing their contractual relationships.

2. User's rights - Use of the Services

- 2.1 User may access, consult and upload Documentation related to an End-Client or a Related Party.
- 2.2 User shall exclusively access, consult and further use the Documentation for the purpose of AML/KYC verification and in accordance with applicable laws and regulations.

3. User's obligations - Acceptable Use and Governance

- 3.1 Users should log on to the i-Hub Solution with their Luxtrust credentials. Users are required to keep their Luxtrust credentials secret and to keep them in a safe place.
- 3.2 User warrants that it will use the Services with due care. User remains fully responsible for its fraudulent and/or unfair use or that of a third party if User tolerates or facilitates such use.
- 3.3 In the event of any security incident, meaning any act or attempted act of piracy, hacking and/or physical or other attack, or any other circumstance with possible negative impact on the security of the i-Hub Solution ("**Security Incident**"), User must inform i-Hub as soon as possible. The Client is responsible for Security Incidents (including any costs arising as a result of using the Services) attributable to him/her or that occur via User's credentials, except where this Security Incident directly and exclusively results from i-Hub's act or omission. i-Hub may take any necessary measures to avoid or limit a Security Incident or the risk of a Security Incident or to limit a possible known Security Incident and, depending on the type of Security Incident and the risk for the User, will inform User in due time, especially if this is required by law.
- 3.4 Unless expressly agreed otherwise, User will use the Services in a personal capacity in the context of his/her

i-Hub - Terms of Use last modified on 1st June 2019

- professional activity. User must not transfer, rent, licence or sell all or part of the Services to third parties.
- 3.5 User will inform i-Hub of any element necessary for the proper performance of the Services as soon as User becomes (or reasonably should have become) aware of it, including without limitation any damage to or malfunctioning of the Services and/or the i-Hub Solution and/or any Security Incident.
- 4. Data Protection**
- 4.1 User is informed of the processing of his/her personal data or of the personal data related to the person he/she represents (in which case the User hereby undertakes to transmit this information to the relevant represented data subject) via the [Privacy Notice](#).
- 5. Intellectual Property**
- 5.1 User expressly recognizes and accepts that any intellectual property rights (including in particular any software and API's, trademarks, logos and any confidential information) in relation to the i-Hub Solution and to the Services belong to i-Hub and/or its licensors.
- 5.2 User has no right to use such intellectual property rights in relation to the i-Hub Solution and the Services for purposes other than their normal use under the terms of these ToU, except where expressly permitted by law.
- 6. Modification of the ToU by i-Hub**
- 6.1 i-Hub may modify at any time at its discretion these ToU, notably to keep track of business, technical and regulatory constraints.
- 6.2 Such modifications will be notified on the Website at least one (1) month before their entry into force. User is therefore expected to regularly check the Website and the ToU to take note of any modifications as they are binding on Users from their mentioned dated of entry into force.
- 7. Waiver - Entire Agreement - Severability - Subcontracting**
- 7.1 The fact that i-Hub does not exercise a right or remedy may not under any circumstance be interpreted as a waiver of such right or remedy.
- 7.2 If any provision of the ToU is found to be unenforceable, the remainder of the ToU shall remain in full force and effect as if such provision had never been contained herein.
- 8. Survival**
- 8.1 Any terms that by their nature or otherwise reasonably should survive a cancellation or termination of these ToU shall also be deemed to survive, such as, but not limited to, 4 (Data Protection), 5 (Intellectual Property), 8 (Survival) and 9 (Governing law - Jurisdiction).
- 9. Governing law - Jurisdiction**
- 9.1 These ToU and the use of the Services are governed by Luxembourg law, with the exclusion of its conflict-of-laws rules.
- 9.2 The Parties undertake to seek an amicable settlement to any claim or dispute that may arise between them in connection with the ToU and the use of the Services before introducing any judicial proceedings. In this respect, any claim by Client must be submitted in writing to the person responsible for complaint handling at the level of the management of i-Hub. Where Client did not receive a satisfactory answer within one (1) month, Client may file a request for mediation with the Luxembourg Financial Sector Regulator ("*Commission de Surveillance du Secteur Financier*" or "CSSF") within one (1) year after the filing of the complaint with i-Hub. This can be done via a form that can be downloaded or completed on the CSSF's website (<http://www.cssf.lu/en/consumer/complaints/>).
- 9.3 If the claim or dispute cannot be amicably settled within ninety (90) days after the request for mediation with the CSSF or any other alternative dispute settlement mechanism (which period may be extended in case the mediation procedure before the CSSF is still pending), either Party may submit it to the exclusive jurisdiction of the courts of the district of Luxembourg city.
- 10. Contact**
- 10.1 For any questions or complaints, User shall contact i-Hub at respectively contact@i-hub.com or complaints@i-hub.com.