

FIU TERMS AND CONDITIONS FOR UTILISATION OF GOAML WEB APPLICATION

1.0 Definition and interpretation

goAML Web Application	Means an application allowing electronic data collection and exchange of information between the FIU and stakeholders, including reporting institutions under Section 14 of the Financial Intelligence and Anti Money Laundering Act 2002. A full detail of the software description is available on the goAML Web User Guide.
Website	Means the website www.mrugoaml.fiumauritius.org
FIU	Means the Financial Intelligence Unit established under the Financial Intelligence and Anti Money Laundering Act 2002
User	Means a person that is duly authorised by the FIU to access the Website

2.0 Conditions for filing STRs and furnishing the FIU with information through the goAML Web Application

On accessing and using this Website, the User unconditionally and irrevocably accepts the following Terms and Conditions:

- 2.1. The Website is owned and operated by the FIU.
- 2.2. The User accepts that he possesses the legal right to use this Website.
- 2.3. The FIU may change these Terms and Conditions at any time without advance notice. Changed terms will become effective once posted on the Website.
- 2.4. All Passwords should be kept secret and should not be imparted or communicated to any person whomsoever.
- 2.5. The User shall ensure, before accessing the Website, that his internet browser, computer system or mobile phone is not equipped with any User ID and Password memorizing facility whatsoever.
- 2.6. The User shall immediately notify the FIU, in writing, upon becoming aware that his Password may have fallen into the hands or made known to any person other than himself.
- 2.7. The FIU shall not incur any liability if it is unable to provide the goAML Web Application services due, directly or indirectly, to the failure or breakdown of any machine, data processing system, transmission link, any medium of access to the Website, or any other causes beyond FIU's control ("force majeure").

3.0 Disclaimer of Warranties and Limitation of Liability

3.1. FIU has taken reasonable steps to ensure the information provided by it on this Website is accurate at the time the User is accessing the Website. However, FIU cannot and have not checked the accuracy of all information provided by outside sources for example by the providers of other information, or of other parties linked to or from the Website.

3.2. IN NO EVENT THE FIU WILL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF ACCESS TO, OR USE OF THIS WEBSITE, OR DELAY OR INABILITY TO USE THIS WEB SITE, OR ANY INFORMATION CONTAINED IN THIS WEB SITE.

NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY LAW.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE FIU.

4.0 Limitations on Use

User agrees not to abuse the Website. ‘Abuse’ includes, without limitation, using the Website to:

- Harm or interfere with the operation of others’ computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- Download or upload files that are unlawful to distribute through the Website.
- Transmit any information or software obtained through the Website, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the Website.
- Cause an excessively large load on the infrastructure of the Website.
- Falsely use a password or personal identification number during logging into the Website, or misrepresent one’s identity or authority to act on behalf of another.

5.0 Security Information

To ensure security of information and all other information or personal data, the Website uses a technology called SSL (Secure Socket Layer). SSL encrypts all communications between User computer and FIU server so that the information can only be read and understood by FIU. A closed lock in the bottom corner of User browser window shows a secure connection. User can consult browser's security specifications for further information.

The common standard in the Internet to signal a secure site is a closed lock at the bottom of the browser. As long as the lock is displayed closed User information is secured and encrypted to avoid abuse. To check that User has a secure connection (in Internet Explorer), click the right mouse button and properties, then certificates. Then User will see if the connection is secure or not.

ISSUED BY THE FINANCIAL INTELLIGENCE UNIT

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