

# LNRS-UK Terms and Conditions

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## 1. General

1.1 These terms and conditions apply to the Licensed Material (defined below) licensed by LNRS Data Services Limited ('LNRS') to the customer named (the "Customer") on the applicable Bankers Accuity Subscription Order Form or any separate agreement that may exist between LNRS and such Customer (together with these terms and conditions, "the Order") for the supply of the BankersAccuity hosted look-up tools selected by the Customer and specified on the Order ("the Products") and the use of the data, information and editorial content and any software (together 'Licensed Material') included in the Products.

1.2 Products included on the order form may be provided by LNRS's affiliate, Accuity Inc. ("Accuity"). Licensed Material contained in such Products is supplied by LNRS under license from Accuity. The Customer agrees that Accuity shall be entitled to enforce these terms and conditions in respect of such Licensed Materials as though it were a party to the Order.

1.3 The Order shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

## 2. Access to the Product

2.1 The Customer will comply with any instructions relating to the security of the Products issued by LNRS. A specially designated username and password will be allocated by LNRS to the Customer or named employees of the Customer who are authorised to access and use the Products ('Authorised Users') for the sole use of the Customer or Authorised Users to access the Products and the Licensed Material. Usernames are unique to the named individual Authorised User and must not be shared or transferred. LNRS may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.

2.2 The Customer shall notify LNRS promptly if it becomes aware or suspects that any unauthorised person has obtained a password. LNRS will alter the password and inform the Customer accordingly. Where the Customer notifies LNRS by telephone, such notification shall be confirmed in writing by the Customer within 48 (forty eight) hours.

## 3. Licence

3.1 LNRS grants to the Customer a non-exclusive, non-transferable licence for the Customer and its Authorised Users to access and use the Products and the Licensed Material for its internal business use only subject to and in accordance with these terms and conditions, and for this purpose to:

(a) search, interrogate, and display the data accessed through the Licensed Material ("Licensed Data") on screen primarily for one person's exclusive use;

- (b) make a limited number of printouts of items included in the Licensed Data using the printing commands contained in the Product;
- (c) down-load and store in machine readable format a single copy of insubstantial portions of the Licensed Data; and
- (d) down-load and store a single copy of relevant Licensed Data for the Customer's audit and regulatory purposes but not for any other purpose.

3.2 The Customer hereby acknowledges that the copyright, database rights and all other intellectual property rights comprised in or relating to the Licensed Material and all compilations thereof and in documentation supplied by LNRS pursuant to the Products ("Documentation") are and shall remain the sole property of LNRS, Accuity or (as applicable) their third party licensors. Save as expressly permitted hereunder, no part of the Licensed Materials or Documentation may be reproduced in any form or by any means and may not be used to prepare or compile directories, database, mailing lists or other derivative works without the prior written permission of LNRS.

3.3 The Customer may not use automated applications or software to access, search or download Licensed Material.

3.4 The Customer shall not use or permit the use of the Products or Licensed Material otherwise than for the purpose of its normal business activities and shall permit no-one other than its Authorised Users to use or have access to the Products, Licensed Material or any parts thereof.

3.5 The Customer may not:

- (a) make multiple printouts or copies of Licensed Data for distribution to any party other than Authorised Users ("Unauthorised Persons");
- (b) re-sell or redistribute the Product or any parts of the Licensed Material to others;
- (c) make the Product or any Licensed Material available to Unauthorised Persons on a local area network, a wide area network or on any intranet or extranet;
- (d) abstract, download, store, reproduce, transmit, display, copy or use the Licensed Materials other than as permitted above;
- (e) remove any copyright or other proprietary rights notice contained or included in the Licensed Materials;
- (f) use or authorise the use of software incorporated in the Product ('Licensed Software') other than as part of the Products; or
- (g) except as permitted by applicable law modify, reverse engineer or decompile the Licensed Software.

3.6 Additional terms and conditions relating to the license of credit ratings and other third party data are incorporated into these terms and conditions and are set forth below.

#### **4. Changes to the Product**

4.1 LNRS reserves the right from time to time to make alterations to the Products or any part or parts thereof or to withdraw any part or parts thereof and to make alterations in the times of the availability of the Products and the rules of operation relating thereto and in particular:

(a) to make changes in the normal service hours and in user identification procedures provided that LNRS shall not make changes in the normal service hours except in the case of emergency without giving at least 14 (fourteen) days' notice to the Customer;

(b) to add, amend, delete or otherwise vary all or any of the Licensed Data;

(c) to withdraw the Products from any particular network through which they are from time to time available or to make the Products available through any additional or alternative network

4.2 If through the fault of LNRS (which shall not include any circumstances beyond LNRS's reasonable control) any Product is suspended or interrupted or is otherwise temporarily unavailable or a fault occurs in the Product which prevents the Customer from effectively being able to gain access to the Licensed Data during normal service hours, LNRS will take all necessary steps to rectify the fault as soon as reasonably practicable but shall not be liable for any loss or damage whatsoever suffered by the Customer as a result.

#### **5. No Warranties**

5.1 To the extent permitted by applicable law, LNRS makes no express warranty or representation regarding the Products or the Licensed Materials and excludes any implied warranties including but not limited to any implied warranty that the information contained in the Licensed Data is accurate or up to date or that it is suitable for any particular purpose. All conditions, warranties or representation express or implied as to the operation or supply of the Product are hereby expressly excluded.

#### **6. Licence Fee**

6.1 The Customer will pay the fee payable to LNRS as set out in the Order or otherwise communicated to the Customer by LNRS, together with applicable value added tax or other sales tax, in the manner provided in the Agreement or Order Form. LNRS may assess and collect late charges on past due invoices of up to one and one half (1 ½) percent per month or the highest amount permitted by law, whichever is lower.

#### **7. Limitation of Liability; Indemnification**

7.1 The total aggregate liability of LNRS, Accuity and their licensors to the Customer for any direct loss arising out of the use of any Product by the Customer or its Authorised Users is limited to an amount equal to the aggregate amount paid by the Customer to LNRS for the use of the Product during the period of 12 months prior to the date the loss was incurred.

7.2 None of LNRS, Accuity or their licensors will be liable to the Customer for any indirect or consequential loss or damage including without limitation economic loss arising out of the Customer's use of the Product or otherwise arising out of the Order whether or not the possibility of such loss or damage was notified to LNRS or Accuity or was within their contemplation.

7.3 Nothing in these terms and conditions is intended to limit the liability of any person for death or personal injury caused by the negligence of that person, its employees or agents or for fraud, except to the extent permitted by applicable law.

7.4 While the employees, servants and agents of LNRS and Accuity may be authorised to assist the Customer by means of help-desk and support facilities, any assistance given by such employee, servant or agent shall be solely at the Customer's risk and neither LNRS nor Accuity will be liable for any loss or damage suffered by the Customer arising there from.

7.5 The Customer shall indemnify LNRS and Accuity against any liabilities, losses, damages, costs or expenses whatsoever caused incurred by LNRS directly or indirectly as a result of any claim or course of action made or instituted against LNRS by any third party arising from the unauthorised use of the Products by the Customer or its Authorised Users.

7.6 LNRS will defend, indemnify and hold Licensee harmless, and at LNRS's option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, copyright or trademark infringement asserted against Licensee in relation to the Licensed Materials (a 'Claim'), provided: (i) the Licensed Materials are used as provided by LNRS; (ii) LNRS is given prompt, written notice of any such claim; (iii) LNRS is given the right to control and direct the investigation, the defense and settlement of each such Claim; and (iv) Licensee reasonably cooperates with LNRS, at LNRS's expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written authority of LNRS. This indemnity does not extend to any modifications to the Licensed Materials by the Licensee where; (i) such modification is the cause of the Claim; or (ii) the Licensee's use of the Licensed Materials in combination with any other product or resource not furnished or authorised by the LNRS where such combination is the cause of the Claim. Should the Licensed Materials, become, or in LNRS's opinion are likely to become, the subject of a Claim, Licensee shall permit LNRS, at Licensor's option and expense, and as Licensee's sole and exclusive remedy, either: (i) to procure for the Licensee the right to continue using the Licensed Materials; (ii) to replace or modify the same so that they become non-infringing; or (iii) to grant the Licensee a refund of the unused portion of the fees paid by the Licensee in relation to the relevant Licensed Materials.

7.7 The Products may contain links to external sites. LNRS and Accuity are not responsible for and have no control over the content of such sites and, to the extent permissible by law, disclaim all responsibility and liability in relation to information available on such sites or accessible from the Products via hypertext links.

## **8. Use of the Products**

8.1 The Customer shall use the Products and the Licensed Materials in accordance with all laws and regulations applicable to the Customer.

8.2 It shall be the responsibility of the Customer to ensure that its terminals and other associated equipment are compatible with the requirements of the Products and the Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

8.3 The Customer shall ensure that any copies of the Licensed Material are deleted from its equipment before disposal of the equipment.

## **9. Data Protection**

9.1 Each party shall comply with all data protection and privacy regulations applicable to it in respect of any personally identifying information relating to any individual ('personal data') contained in the Licensed Materials. The Customer may make no use of such personal data except as expressly authorised by the Product or by applicable law.

9.2 The Customer authorises LNRS to set such cookies (as defined by Directive 2009/136/EC ('the Directive')) on the computers of Authorised Users in the European Union as are necessary for the purpose of enabling Authorised Users to use and operate the Product. LNRS acknowledges that it is responsible for obtaining any other permission required from Authorised Users under the Directive to set cookies which collect personal data relating to Authorised Users.

## **10. Termination**

10.1 Without prejudice to any other right or remedy which may be available to it LNRS may terminate the Order immediately if:

(a) the Customer is in breach of clause 3 above;

(b) the Customer fails to make any payment to LNRS within 14 (fourteen) days of the due date or is otherwise in breach of the Order and fails to remedy such breach within 14 (fourteen) days after written notice from LNRS specifying the breach and requiring it to be remedied; or (c) the Customer at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business.

10.2 Upon termination for any reason the licenses granted LNRS will cease to make the Products available to the Customer, all indebtedness of the Customer to LNRS shall become immediately due and the Customer will forthwith return to LNRS all documentation relating to the Products.

10.3 LNRS shall additionally be entitled to suspend supply of the Products to the Customer if it reasonably suspects that the Customer is in breach of these terms and conditions and may impose a reasonable charge to the Customer for restoring the Products.

10.4 The Order may be either suspended or, at LNRS's option, terminated immediately by LNRS without liability in the event that Customer, any permitted beneficiary or any Authorised User is listed on any sanction regimes of the European Union, United Nations or United States of America's regulatory authorities.

## **11. General**

11.1 The Customer may not assign (including in connection with the acquisition of any equity interest of Customer of greater than 25 percent (25%), transfer, mortgage, charge or part with any of its rights, duties or obligations under the Order to any third party without the prior written consent of LNRS. Any purported assignment will be null and void.

11.2 The order form and these terms and conditions override or supersede any terms of conditions emanating from the Customer and all or any prior promises, representations, understandings, agreements or arrangements oral or written, express or implied, between the parties at any time relating to the supply of the Product and no alteration or amendment shall be effective unless made in writing and signed by a truly authorised signatory of the Customer and LNRS.

11.3 Failure by LNRS to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, shall not be construed as a waiver of its rights under the Order or otherwise.

## **Third Party Data Terms and Conditions applicable for Bankers Almanac, Due Diligence Repository, Credit Risk and [sortingcodes.co.uk](http://sortingcodes.co.uk)**

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## **6. Use of Credit Ratings by Customers in Australia**

The Customer accepts and acknowledges that LNRS's provision of credit rating information to the Customer is based on, and conditional on, the Customer's representation that it is a "Wholesale Client" (as such is defined in Chapter 7 of the Corporations Act of 2001 (Australia)). In addition, the Customer acknowledges that credit ratings and/or related research provided to the Customer in the Services are not intended for, and should not be distributed to any person other than a Wholesale Client.