

# LNRS-UK Online Look-up Website Terms and Conditions

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## 1. General

1.1. These Terms and Conditions apply to the Order Form executed by and between LNRS Data Services Limited (“LNRS”) as Licensor and the customer identified on the applicable Order Form (“Customer”) related to the Licensed Materials detailed in the Order Form.

1.2. The Licensed Materials included in the Order Form may be provided by Accuity Inc. (“Accuity”). Customer agrees that Accuity is entitled to enforce these Terms and Conditions to the same extent as if it were a party to the Order Form.

## 2. Definitions

2.1. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party; where “control” means the holding of greater than fifty percent (>50%) of an entity’s stock or other voting interest, but only for so long as control is maintained.

2.2. “Authorised User” or “User” means an individual human employee of Customer, and if relevant, its Affiliates or their respective independent contractors (but excluding any outsourcer, facilities management provider or application service provider) who is authorised by the Order Form to access the Licensed Materials.

2.3. “Derivative Work” means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensing, or any other form in which a work may be recast, transformed, or adapted.

2.4. “Documentation” means the current technical and user documentation for the Licensed Materials, file descriptions and other written information describing the functions and operational characteristics of the data and/or software, or explaining how to install, use, maintain, or support such software and/or data

2.5. “Enhancements” means any updates, upgrades, new releases, corrective programming or other modifications to the Licensed Materials and Documentation.

2.6. “Fees” means the monies charged to Licensee for the Licensed Materials, Support and/or Services, as applicable.

2.7. “Hosted Look-up Tool” means any product made available to Licensee through Licensor’s interface, which allows Authorised Users to search, interrogate, and view data, such as Online Compliance, Global Banking Resource (f/k/a TGBR), Global Payments Resource, Global Payment Web Service, IBAN complete, Sorting Codes Online, as set out in the relevant Order Form.

2.8. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type.

RELX and the RE symbol are trade marks of RELX Group plc, used under license.

2.9. "Law" means any relevant declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body applicable to Licensor.

2.10. "License Restrictions" means any restrictions on Licensee's use of the Licensed Materials as provided for in this Agreement or a relevant Exhibit.

2.11. "Licensed Materials" means the data, software or other content or any part or component thereof, made available to Customer, including Hosted Look-up Tools or Subscription Products as set out in item (1) of the Order Form ("Product").

2.12. "Scope of Use" means the description of how Licensee is authorized to access and/or use the Licensed Materials as set out in these Terms and Conditions and/or the Order Form.

### **3. Access to the Product**

3.1. Customer will comply with any instructions relating to the security of the Licensed Materials issued by LNRS. A specially designated username and password will be allocated by LNRS to Customer for each individually named employee who is authorised to access and use the Licensed Materials ("Authorised Users"). Usernames and passwords are unique to each Authorised User and may 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 Customer accordingly.

3.2. Customer shall ensure that the maximum number of Authorised Users shall not exceed the number of Users set out in the Order Form. 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 Customer notifies LNRS by telephone, such notification shall be confirmed by Customer in writing within forty-eight (48) hours.

### **4. License**

4.1. Subject to compliance with these Terms and Conditions, payment of all applicable Fees, and compliance with any relevant Scope of Use, LNRS hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to grant sublicences, to use the Licensed Materials solely for Customer's internal business purposes and sole benefit. Licensee is granted the following rights:

(a) search, interrogate, or display the Licensed Material on screen primarily for one person's exclusive use;

(b) make a limited number of printouts of items included in the Licensed Materials using included printing commands; and

(c) download and store a single copy of relevant portions of the Licensed Materials for the sole purpose of supporting Customer's audit and regulatory purposes but not for any other purpose.

4.2. Customer hereby acknowledges that the Licensed Materials, all compilations thereof, and any Documentation supplied by LNRS in conjunction with the Licensed Materials or the Order Form are and shall remain the sole property of LNRS.

4.3. Customer must at all times remain responsible and liable for all use of the Licensed Materials. These Terms and Conditions do not authorise concurrent licenses (use of the Licensed Materials by more than the total number of Authorised Users or other sharing of access credentials) and do not authorise the integration of Licensed Materials into any Customer or third party applications, databases or computer systems. Customer warrants that: a) Customer's independent contractors, prior to being granted access to the Licensed Materials, are bound to terms and conditions substantially similar to the terms of this Agreement, by virtue of a written agreement with the Customer; and b) that Customer shall remain fully liable for their independent contractor's compliance with such terms and their use of the Licensed Materials.

4.4. Customer must not:

(a) make multiple printouts or copies of Licensed Materials for distribution to any party other than Authorised Users ("Unauthorised Persons");

(b) resell or redistribute the Licensed Materials, including Affiliates;

(c) make the Licensed Materials 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 any robotics or any other automated tools to access or manipulate in any way the Licensed Materials;

(g) copy or otherwise reproduce any part of the Licensed Materials or Documentation in any form or by any means;

(h) use the Licensed Materials to prepare or compile directories, database, mailing lists or other Derivative Works without the prior written permission of LNRS;

- (i) sell, license or permit the use of the Licensed Materials to any third parties including Customer's parent, subsidiaries and/or Affiliates, unless otherwise expressly authorised by LNRS;
- (j) access all or any part of the Licensed Materials and Documentation in order to build a product or service which competes with the Licensed Materials and/or the Documentation and or any other similar related LNRS products;
- (k) use the Licensed Materials and/or Documentation to provide services to third parties, unless agreed in advance by LNRS; and
- (l) modify, reverse engineer or decompile the Licensed Materials.

4.5. LNRS may provide Enhancements to the Licensed Materials. Customer acknowledges that failure to promptly implement any Enhancements issued by LNRS may render the Licensed Materials unusable or nonconforming and Customer agrees to assume all risks arising therefrom. The failure by Customer to implement any Enhancement shall relieve LNRS of any obligation to provide maintenance or support, should such obligation exist. Any unauthorized modification made to the Licensed Materials by or on behalf of Customer will release LNRS from its obligations under these Terms and Conditions.

4.6. The Licensed Materials may contain URLs to third party external sites. LNRS and its Affiliates 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 Licensed Materials.

4.7. Customer agrees and must keep an accurate record of the usage of all Licensed Materials, including that by employees and independent contractors. Upon ten (10) days written notice, LNRS, or its designated third party, is entitled to verify Customer's compliance with the Order Form or these Terms and Conditions at all locations and for all environments in which Customer uses the Licensed Materials. Such verification may take written or in person form, and except in instances where LNRS has a reasonable basis to suspect a material deviation from the Authorised Use, will take place no more than one (1) time per any twelve (12) month period during normal business hours, in a manner that minimizes disruption to Customer's work environment. In the event of an in-person verification, such verification will be at LNRS's sole cost and expense. LNRS may use an independent third party under obligations of confidentiality to provide assistance. If written verification is requested, such verification will be certified by an officer or equivalent representative of Customer authorized to provide such verification. LNRS will notify Customer in writing if any such verification indicates that Customer has used the Licensed Materials in excess of the Authorised Use. LNRS shall be entitled to disable passwords to any individual who is not an Authorised User, and Customer agrees to promptly execute an amendment to the Order Form and pay all associated Fees to LNRS, including, but not limited to: (i) any excess use; and (ii) any additional charges determined as a result of such verification.

## **5. Changes to the Product**

LNRS reserves the right from time to time to update and to make changes to the Licensed Materials and to make alterations in the times of the availability of the Licensed Materials and the rules of operation relating thereto and in particular:

(a) LNRS may 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 fourteen (14) days' notice;

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

(c) withdraw the Licensed Materials from any particular network or make the Licensed Materials available through any additional or alternative network.

## **6. Warranties**

6.1 Each Party represents and warrants that it shall comply with all applicable Laws in connection with the supply, receipt or use of the Licensed Materials.

6.2. LNRS warrants that it owns or has the authority to license the Licensed Materials. LNRS further warrants that it will use commercially reasonable efforts to ensure that at the time of delivery the Licensed Materials will not knowingly contain computer viruses, malware, or any other computer code, files, or programs designed to damage or obtain unauthorised access to any data or other information of Customer, such as those commonly known as "Trojan horses". The foregoing does not include any software lock or other technical mechanism that is incorporated into the Licensed Materials to manage proper use.

6.3. DATA PORTIONS OF THE LICENSED MATERIALS ("DATA") ARE PROVIDED "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) LNRS DOES NOT REPRESENT OR WARRANT THAT THE DATA OR ACCESS THERETO WILL BE UNINTERRUPTED OR ERROR-FREE; B) LNRS DOES NOT REPRESENT OR WARRANT THE CORRECTNESS OR COMPLETENESS OF THE DATA; AND/OR (C) LNRS HAS NO OBLIGATION TO INDEMNIFY AGAINST ANY CLAIM ARISING OUT OF OR RELATED TO THE DATA.

6.4. Portions of the Data provided hereunder are derived from public sources. Certain content may be summarised and all information should be considered within the full context available in the third party sources to which source links are provided. LNRS is not responsible for the content of third party sources. Customer shall be responsible for its own conclusions based on relationships and categories in the information provided by third party sources. Due to the nature of public record information, the

public records and commercially available data sources used by LNRS may be incomplete and contain inaccurate information or errors. Customer shall independently verify all Data pursuant to its own policies and procedures.

## **7. License Fee**

7.1. Customer will pay all Fees to LNRS as set out in the Order Form, together with applicable value added tax or other sales tax, in the manner provided in the Order Form.

7.2. Should Customer dispute any portion of an invoice, Customer shall promptly notify LNRS of all such disputes, in sufficient detail so LNRS may reasonably assess and respond to the dispute, and pending resolution of the dispute Customer agrees to pay all undisputed portions of any invoice.

7.3. LNRS may suspend access to, and use of, all Licensed Materials until all undisputed portions of any outstanding invoice has been paid in full. Upon payment of undisputed past due invoices, LNRS will reinstate the use of the Licensed Materials. If applicable, LNRS reserves the right to levy a charge for reinstatement.

7.4. If LNRS learns, whether pursuant to an audit or otherwise, that Customer has exceeded the relevant Scope of Use or otherwise breached the License, then in addition to any other remedies that LNRS may have, including the right to suspend access to and use of all Licensed Materials, Customer shall pay to LNRS the applicable Fees proportionate to such excess use and Customer agrees to amend the Order Form to reflect actual usage.

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

8.1. Neither Party shall be liable to the other for any special, incidental, indirect and/or consequential damages of any kind, even if it has been advised of the possibility of such damages.

8.2. In no event will the aggregate liability of either Party, direct or otherwise, arising out of or in connection with the Order Form exceed the total amount of Fees paid to LNRS by Customer for the directly preceding twelve (12) month period, regardless of the cause or form of action. The existence of more than one claim in relation to any of the Licensed Materials or claims under more than one part of the Order Form shall not enlarge or extend this limit. Customer releases LNRS from all obligations, liability, claims or demands related to the Licensed Materials in excess of the limitation provided for in this section.

8.3. The limitations in this section do not apply to the obligation to pay Fees, breach of a party's intellectual property or a breach of the License granted herein.

8.4. LNRS agrees to defend, indemnify and hold Customer harmless, and at LNRS's option, settle an unaffiliated third party's valid claim of infringement or misappropriation of a patent, copyright or trademark asserted against Customer arising from Customer's authorized use of the Licensed Materials (a "Claim"), provided:

(a) the Licensed Materials are used as provided by LNRS and in accordance with these Terms and Conditions;

(b) LNRS is given prompt, written notice of any Claim;

(c) LNRS is given the right to control and direct the investigation, defense and settlement of each Claim; and

(d) Customer 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 consent of LNRS.

These obligations may not extend, at LNRS's sole discretion, to Claims when related to:

(a) a Customer modification of the Licensed Materials; or

(b) Customer's use of the Licensed Materials in combination with any other product or service not furnished or authorised by LNRS.

8.5. Should the Licensed Materials become, or in LNRS's opinion is likely to become, the subject of a Claim, Customer shall permit LNRS, at LNRS's option and expense, and as Customer's sole and exclusive remedy:

(a) to procure for Customer the right to continue using the Licensed Materials;

(b) to replace or modify the same so that they become non-infringing; or

(c) to grant Customer a refund of the unused portion of the fees paid by Customer in relation to the relevant Licensed Materials.

8.6. In the event Customer's access to the Licensed Materials is either suspended or interrupted during normal service hours (not including any circumstances beyond LNRS's reasonable control), LNRS will take all necessary steps to rectify its delivery as soon as is reasonably practicable, but LNRS shall not be liable for any loss or damage, whatsoever, incurred by Customer as a result.

## **9. Confidentiality**

9.1. All information disclosed (by whatever means, and whether directly or indirectly on before or after the date of the Order Form) by either party (the "Disclosing Party") (or the Disclosing Party's Affiliates, subcontractors, agents, consultants or employees) to the other Party (the "Receiving Party") (or the Receiving Party's subcontractors, agents, consultants or employees), which relates to the Disclosing Party's or its Affiliates' business, including any information of a confidential nature relating to the products, operations, processes, plans, intentions, product information, market opportunities or business affairs of the Party or its Affiliates, contractors, suppliers, customers or clients, regardless of form, shall be treated as confidential and proprietary information ("Confidential Information") of the Disclosing Party.

9.2. The obligations of confidentiality contained in this section do not apply to information which is:

- (a) known to the Receiving Party at the time of disclosure;
- (b) received from a third party who is not bound by an obligation of confidentiality;
- (c) through no fault of Receiving Party generally known to third parties;
- (d) independently internally developed by the Receiving Party; or
- (e) required to be disclosed by Law, by a court of competent jurisdiction or by an authoritative regulatory body or stock exchange provided that, if legally permitted to do so, the Receiving Party gives the Disclosing Party notice of the disclosure and (i) consults with the Disclosing Party as to how any disclosure of Confidential Information may be minimized; and (ii) cooperates with the Disclosing Party in its attempts to minimize the disclosure.

9.3. Confidential Information may be shared with the Receiving Party's employees, Affiliates, attorneys, advisors, agents, contractors and service providers, provided they have a need to know the Confidential Information and the Receiving Party shall procure they:

- (a) keep confidential the Confidential Information of the Disclosing Party using no less than a reasonable degree of care;
- (b) not disclose the Confidential Information of the Disclosing Party to any person, other than in accordance with this Agreement unless it first obtains the written consent of the Disclosing Party; and
- (c) not use the Disclosing Party's Confidential Information other than as authorised by this Agreement or the Disclosing Party.

9.4. If the Receiving Party or the Receiving Party's representatives breach this section, the Disclosing Party shall be entitled to seek compensation, injunctive relief and/or specific performance.

## **10. Data Protection**

10.1. The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively. "Data Protection Laws" means all data protection laws and regulations, including those of the United Kingdom ("UK"), Switzerland, European Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under this Agreement, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") from May 25, 2018.

10.2. Customer represents and warrants that it and the Authorised Users have complied with all applicable obligations under the Data Protection Laws when supplying personal data to LNRS, including providing any required notices and obtaining any required consent and authorisation for LNRS's processing such personal data, and that Customer must remain fully liable for its own decisions and actions concerning the use and other processing of the personal data:

(a) To the extent LNRS acts as a processor of personal data on Customer's behalf, LNRS will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum accessible through the following link:

<https://www.reedbusiness.com/general-data-protection-regulation/>

(b) Customer acknowledges and agrees that the Services LNRS provides may include: (i) compiling statistical and other information related to the performance, operation and use of the Licensed Materials, and (ii) use data in aggregated and/or anonymized form for security and operations management or for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.

(c) If the Licensed Materials are deemed to provide analysis and insight, Customer's use of those Licensed Materials is conditioned upon Customer assuming complete responsibility and liability for every decision Customer makes based, even in part, upon insights from the Licensed Materials. Customer remains responsible for compliance with the requirements of Articles 21 or 22 GDPR including timely responding to requests from any data subject (subject to Clause 4 of the DPA).

## **11. Term**

11.1 The Term of the Order Form shall begin on the date noted (the "Effective Date") and unless specifically provided shall continue until terminated in accordance with these Terms and Conditions, but in no event shall continue more than ten (10) years from the Effective Date.

11.2 Unless otherwise provided in the Order Form, the Term shall automatically renew on each annual anniversary date thereafter for a period or time equal to the Term ("Renewal Term"). Either party may cancel in writing a Renewal Term if notice is provided to the other party within sixty (60) days prior to the start of that Renewal Term.

11.3. The Order Form may be terminated by either party before the expiration of any Term on written notice if the other Party:

(a) breaches any confidentiality or non-disclosure obligation;

(b) breaches any other material term or condition and fails to remedy the breach within thirty (30) days after receiving notice or said breach;

(c) becomes the subject of any voluntary or involuntary proceeding for bankruptcy or any insolvency proceeding;

(d) is the subject of a change of control; or

(e) ceases to be actively engaged in business.

11.4. This Agreement may be terminated immediately by either Party, without liability, in the event the other Party, any permitted beneficiary or any Authorised User under this Agreement, is listed on any sanctions regimes of the European Union, United Kingdom, United Nations or United States of America's regulatory authorities.

11.5. In the event of termination, for any reason, no prepaid fees shall be refunded to Customer.

11.6. Upon termination of the Order Form for any reason, all licenses granted under this Agreement shall immediately terminate, and the Customer shall:

(a) immediately discontinue all use of the terminated Licensed Materials;

(b) destroy all terminated Licensed Materials;

(c) purge all copies (backup or otherwise) of the terminated Licensed Materials; (iv) destroy all LNRS Confidential Information; and

(d) provide written certification to LNRS by an officer or equivalent of Customer that the Licensed Materials and Confidential Information have been destroyed, deleted or otherwise purged.

11.7 Customer may keep relevant extracts of the Licensed Materials as required for Regulatory Purposes ("Stored Material"). These Stored Material may be retained for the sole purpose of evidencing, as part of an audit, that appropriate verification and identification procedures were performed as required by Law in relation to the inquiries carried out by Customer using the Licensed Materials ("Regulatory Purposes"). Customer may retain the Stored Material for such period as required by applicable Law. The Stored Material may be shown to, and copies thereof provided to, agencies of federal and state governments having jurisdiction to the extent required by applicable Law and Customer shall use reasonable commercial means to require the confidential treatment of the Stored Material that is disclosed. Stored Material may not be accessed or used for any other purposes.

Upon termination of any Order or this Agreement in its entirety, subject to the exceptions listed herein, LNRS shall:

(a) delete or destroy all of Customer's Confidential Information; and

(b) provide written certification by an officer or equivalent to Customer that the Confidential Information has been destroyed, deleted or otherwise purged.

The obligations to destroy or delete Confidential Information do not apply to back up tapes or similar sources of stored data, which by their nature make deletion or destruction impractical ("Backup Data"). It is expressly understood by both parties that Backup Data will be deleted, destroyed or purged

pursuant to each party's relevant data retention policies and Backup Data may not be used for any purpose other than Regulatory Purposes.

## **12. General**

12.1. The Order Form and all disputes arising out of or related thereto shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts. The Parties irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

12.2. Customer must not assign or transfer its interest, rights or obligations in or under the Order Form by written agreement, merger, consolidation, operation of law, or otherwise, without LNRS's prior written consent, which consent may not be unreasonably withheld. Any attempt to assign by Customer without consent shall be null and void.

12.3 The Order Form and these Terms and Conditions override or supersede 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 Licensed Materials and no alteration or amendment to these Terms and Conditions is binding upon the parties unless made in writing and signed by a duly authorised signatory of Customer and LNRS.

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

In the event the Licensed Materials purchased via an Order Form include Hosted Look-up Tools, the following additional Terms and Conditions apply:

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

### **1. S.W.I.F.T. SCRL**

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Under no circumstance shall Moody's have any liability to Customer or any other person or

entity for (a) any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstance or contingency within or outside the control of Moody's or any of its directors, officers, employees or agents, or Licensors, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any Moody's Information, or (b) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR COMPENSATORY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EVEN IF MOODY'S SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, IN EITHER CASE CAUSED BY, RESULTING FROM OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY MOODY'S INFORMATION. Without limiting the foregoing, in no event shall the total liability of Moody's licensors in the aggregate to Customer arising from this Agreement (based on any cause of action whatsoever) exceed the fees actually paid by Customer for Moody's Information within the twelve (12) month period immediately preceding the date upon which the relevant claim accrued. Customer agrees and acknowledges that the Moody's Information is and shall remain the valuable intellectual property owned by, or licensed to, Moody's and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Customer agrees that misappropriation or misuse of such materials shall cause serious damage to Moody's and that in such event money damages may not constitute sufficient compensation to Moody's; consequently, Customer agrees that in the event of any misappropriation or misuse, Moody's shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which Moody's may be entitled.

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