

TERMS OF USE FOR REGISTERED AND UAT USERS

1. INTRODUCTION

- 1.1. The Derivatives Service Bureau (DSB) Ltd (Company No. 10542063), a company incorporated under the laws of England and Wales whose registered office is at [Suite 21-23, 107 Cheapside, London, EC2V 6DN, United Kingdom] ("**DSB**" / "**us**" / "**our**") provides services to identify OTC Derivatives.
- 1.2. These Terms of Use for Registered and UAT Users ("**Terms of Use**") apply to any access of the Data (as defined in clause 4.2):
 - (a) via a file download or the graphical user interface on the DSB's website ("**DSB GUI**") by users who do not acquire fee-paying subscriptions to a DSB service but who register to access the Data in a UAT and/or Production environment in accordance with these Terms of Use ("**Registered Users**"); and
 - (b) via file download or the GUI, or via programmatic access, by users who intend to acquire a fee-paying subscription to a DSB service and register to access the Data in a UAT environment ("**UAT Users**").

(collectively "**DSB Services**"). Both Registered Users and UAT Users are referred to in these Terms of Use as "**users**" / "**you**" / "**your**".
- 1.3. These Terms of Use do not apply to users (including former UAT Users) who have acquired a fee-paying subscription to a DSB service. Access to the Data by such users is governed by the terms of those subscriptions.
- 1.4. Subject to clause 1.3, you are bound by these Terms of Use (including the terms of the Cookies Policy and Privacy Policy) if you use the DSB Services. If you do not accept these Terms of Use, you are not authorised to use the DSB GUI, receive the DSB Services or access or use the Data. UAT Users may be subject to additional terms provided by the DSB.
- 1.5. By submitting your information to us upon registration, you acknowledge that the DSB will use this information you give us or that we collect in accordance with our [Privacy Policy](#). Where you are providing the personal information of other individuals (such as your employees and directors), you agree that you are responsible for notifying such individuals of our use of their personal information (as described in our [Privacy Policy](#)) and obtaining their consent where required to such use on our behalf in accordance with clause 8 of these Terms of Use.
- 1.6. In order to ensure service continuity, the DSB will provide you with updates about changes to its Product Definitions, Production System Notifications and UAT System Notifications. Should you wish to subscribe to additional updates (such as information about the changes to the DSB's FIX or ReST services, ToTV services, etc. you can do so [here](#)). Please note that if you do not provide your personal information to us, we may be limited in how we are able to provide the DSB Services to you.
- 1.7. If you wish to opt out of receiving marketing and promotional materials by post or by email please send an email with the Subject: "Opt Out" to privacy@anna-dsb.com noting whether you wish to opt out of email and/ or post based messages.
- 1.8. The DSB reserves the right to change the DSB GUI, the DSB Services and these DSB Terms of Use at any time and without prior notice. Any changes to these Terms of Use take effect on the date of publication by the DSB and by continuing to access the DSB GUI and the DSB Services, you are accepting any such changes.

2. USE OF THE DSB SERVICES

- 2.1. The DSB Services are provided to business users only. You are not entitled to use the DSB Service if you are a **consumer** (as defined by English law).
- 2.2. The DSB GUI is covered by copyright. You are only authorized to visit it by way of your browser and may not automate any functionality other than the file download process.
- 2.3. You may insert a link to the DSB GUI in your own website only with the DSB's prior written approval, provided your website is fully compliant with any and all applicable legislation and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The DSB reserves the right to block such linked access in the event of irregularities. You will agree to immediately remove any linked access in your website if informed by the DSB to do so.
- 2.4. All copyright, trademarks, design rights, patents and other intellectual property rights (**Intellectual Property Rights**) in the DSB logo is owned by the DSB. You are prohibited from any use of the DSB logo without the DSB's prior written approval. Where such approval is given, all copyright notices must be retained.
- 2.5. To use the DSB Services in relation to OTC ISINs: Access and use of the DSB Service will be provided to you on request by contacting technical.support@anna-dsb.com.
- 2.6. For use of the DSB Services in relation to UPIs: Access and use of the DSB Service will be provided to you following registering via the DSB website.
- 2.7. The DSB may grant or restrict, withdraw, suspend, discontinue or change access to all or any part of the DSB Services in its absolute discretion at any time without notice.
- 2.8. You agree to keep all details of any and all login details secret and shall implement and maintain adequate security measures to prevent access to the DSB Service by any person who is not authorised.
- 2.9. Your access permissions are set out on the DSB website and will vary depending on the type of user you are and which DSB Services you are accessing.
- 2.10. You agree to be responsible (at your own cost) for:
 - (a) the selection, provision, maintenance and support of the computer systems, technology and network infrastructure necessary for you to access and use the DSB Services;
 - (b) the installation and proper use of any virus detection/scanning program from time to time;
 - (c) co-operating with the DSB in all matters relating to the DSB Services;
 - (d) procuring all permissions, licences, waivers, consents, registrations, and approvals necessary for you to receive and use the DSB Services;
 - (e) compliance with any requirements in respect of your computer systems, technology and network infrastructure notified by the DSB from time to time (including the minimum technical requirements needed to properly access and use the DSB Services); and
 - (f) compliance with these Terms of Use and all applicable law and regulations and all other reasonable requirements and instructions of the DSB relating to the access of and use of the DSB Services.

Commented [A1]: Further analysis is being conducted with Legal Counsel to confirm whether the nature of a Registered User requires further protection with regard to Consumer Protection legislation.

2.11. Acceptable Use:

- (a) You may not engage in any behaviour that puts the DSB Services at risk.
- (b) You are responsible for implementing your own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.
- (c) The DSB Services are strictly for human interaction. You must not subject the DSB Services to any form of automated processes, except for file download processes.
- (d) You may not use the DSB Services:
 - to threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity;
 - to breach applicable law or regulation;
 - to carry out any unlawful or fraudulent act;
 - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - to impersonate a person or entity.
- (e) **Registered Users** must not download the same version of a file more than once within a 5 working day period and not more than 6 times in a year.

2.12. The DSB reserves the right to assess through its own systems and monitoring processes whether you are using the DSB Services unreasonably and undertaking activities that breach the provisions of this clause **Error! Reference source not found.** (including enforcing any limitations on you). Breach of this clause **Error! Reference source not found.** will be treated as a material breach of the Terms of Use entitling the DSB to immediately suspend or terminate your access to the DSB Services.

3. CANCELLING REGISTRATION

- 3.1. If you wish to cancel your registration and password, please email the DSB at technical.support@anna-dsb.com using the following wording - Subject: 'Please cancel my account', Body: please detail what you would like to cancel either your whole account or subscriptions or e-mail alerts.
- 3.2. Once the DSB has received your request or you have amended your account details within a reasonable time period the DSB will cancel your password and delete (save as required by law or regulation) the information from DSB records that you submitted to us as part of the registration process.
- 3.3. The DSB will periodically cancel the accounts of Inactive Users from its database at its discretion with "Inactive Users" deemed to be those Registered Users who have not accessed the DSB Service for a consecutive period of three (3) months.

4. LICENCE TO USE DATA

- 4.1. You grant the DSB a royalty-free and non-exclusive licence to use all data and materials (including the personal data) that you provide or that is provided on your behalf (including data and materials

relating to your affiliates and end users under these Terms of Use for the purpose of providing the DSB Service.

- 4.2. All Intellectual Property Rights relating to the DSB Services (including any data transferred to and from the DSB pertaining to ISINs and/or UPIs for OTC derivatives and their associated ISIN and/or UPI reference data (i.e. the set of attributes and values that is associated with a particular ISIN/UIP or set of ISINs/UIPs) and other data elements (including data fields and functionality) provided by the DSB to you) ("**Data**") or made available by the DSB to enable access to the DSB Services as well as any data and information in any form whatsoever made available by the DSB in connection with these Terms of Use (the "**DSB Intellectual Property**") will remain vested in the DSB or its licensors and neither you nor your affiliates or end users shall acquire any Intellectual Property Rights in or to the DSB Intellectual Property, and clause 4.6 shall apply if or to the extent that they might otherwise do so.
- 4.3. Subject to the other provisions of these Terms of Use:
- 4.3.1. if you are a Registered User, the DSB grants you and your affiliates a revocable, non-exclusive licence to access, copy, reproduce, store, distribute, disclose or otherwise communicate the Data; and
- 4.3.2. if you are a UAT User, the DSB grants you a revocable, non-exclusive licence to access the Data in a UAT environment for testing purposes only. You may not copy, reproduce, store, distribute, disclose or otherwise communicate the Data, or use it for any purpose other than testing your ability to access the Data. You acknowledge that Data provided to you as a UAT User is test Data and does not mirror data provided in the Production environment.
- 4.4. The DSB shall notify you of any third-party licence terms that apply to the Data. You shall be responsible for obtaining the relevant licence rights from that third party to the extent required for your intended use of the Data.
- 4.5. You shall notify the DSB immediately on becoming aware of any distribution or usage of the Data by persons in breach of the restrictions under these Terms of Use and shall promptly suspend or terminate delivery of the Data to such persons until otherwise notified in writing by the DSB. You shall, at your cost, take such measures as reasonably requested by the DSB to restrict and remedy any damage caused by distribution of the Data in breach of these DSB Terms of Use.
- 4.6. If at any time, through the provision of the DSB Service or otherwise, you, your affiliate or your end user, by operation of law, comes to own Intellectual Property Rights in the DSB Intellectual Property, you shall, on request from the DSB, at your own expense assign such Intellectual Property Rights to the DSB and to the extent permitted by law, waive all moral rights (and analogous rights) worldwide in connection with such DSB Intellectual Property.
- 4.7. If you receive a disclosure order from a competent legal or regulatory authority, you shall promptly notify the DSB of the required disclosure, and if requested provide reasonable assistance to the DSB to challenge such order, in each case to the extent not precluded from doing so by applicable law or regulations.

5. THIRD PARTY DATA

- 5.1. The DSB Services and Data shall include the following third-party data:
- (a) CUSIP based ISIN's
 - (b) Markit Group Limited's index subfamily data element (referred to as a 'long name') and the related index series

(the **Third Party Data**).

- 5.2. You may access and use Third Party Data contained within the DSB Services solely and exclusively as part of the Data in accordance with these Terms of Use. Should you wish to manipulate, extract or strip-out the Third-Party Data from the Data, you shall ensure that you have the appropriate rights from the relevant third party before such use.
- 5.3. Your breach of this clause 5 will be treated as a material breach of the Terms of Use entitling the DSB to immediately suspend or terminate your access to the DSB Services.

6. REGARDING COOKIES AND PRIVACY, PLEASE SEE:

- 6.1. [The DSB's Privacy Policy](#) – note that this only covers the DSB's processing of personal data submitted via the DSB GUI and/or programmatic interface where the DSB is acting as a "data controller". Please see clause 8 for the terms that apply to any personal data that you provide to the DSB (including any personal data relating to end users, employees and clients) in connection with your use of the DSB Service after registration.

6.2. [Cookies on the DSB GUI](#)

7. DISCLAIMERS AND EXCLUSIONS AND LIMITATION OF LIABILITY:

- 7.1. Nothing in these Terms of Use excludes or limits either the DSB's or your liability in respect of any claims (a) for death or personal injury caused by its negligence; (b) resulting from any fraud including fraudulent misrepresentation made by the DSB or you (as applicable); (c) or any other liability that cannot be excluded or limited by law.
- 7.2. The DSB shall not have any liability to you whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) for:
- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of anticipated savings;
 - (d) loss, destruction or corruption of data;
 - (e) loss of contract, business, or opportunity;
 - (f) loss of goodwill; or
 - (g) indirect or consequential losses of any kind whatsoever and howsoever caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated at the time of entering into these Terms of Use.
- 7.3. The DSB shall not be liable to you (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) for any damages, losses, expenses, proceedings, costs or liabilities (whether direct, indirect or consequential) in connection with the use of, access to, or reliance upon the information contained in or available through the DSB Services.
- 7.4. Save to the extent expressly set out in these Terms of Use, the DSB does not give any warranties, representations or other commitments as to the functionality, performance, transmission speeds, content, latency or accuracy of the DSB Services, the Data and DSB GUI content and whatever other information or data downloaded, by way of simple download or by employing website services, from the DSB GUI or the DSB's website (**Website Material**), and all other warranties, conditions, representations, and terms whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including, without limitation, satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness are hereby excluded to the fullest extent permitted by law.
- 7.5. **All Website Material are provided strictly "as is"**. Although reasonable efforts are undertaken to provide reliable and up-to-date Website Material and other information and data, **to the fullest**

extent permitted by law, the DSB disclaims any liability (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise), responsibility, warranty or guarantee whatsoever in respect of the Website Material. Further, the DSB accepts no liability (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) in respect of content of any other website referred to or accessed by hypertext links or otherwise through the DSB GUI.

- 7.6. The DSB does not warrant that functions, materials and information available on the DSB GUI and/or linked to the DSB Services will be uninterrupted or error free or that defects will be corrected. **To the fullest extent permitted by law, the DSB disclaims any liability (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) , responsibility, warranty or guarantee whatsoever** with respect to losses resulting from the foregoing (including but not limited to for losses caused by damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the DSB Site or to your downloading of any content on it, or on any website linked to it).
- 7.7. You assume all responsibility and risk relating to your use of the DSB Services including any Data and the DSB shall have no liability (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) for any reliance place upon or decisions taken by you based on or with reference to the Data, in whole or in part.
- 7.8. Save to the extent expressly set out in this DSB Terms of Use, you acknowledge and accept that the DSB Service response times may vary due to market conditions, performance, access device location or other factors, and that access to the DSB Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons.
- 7.9. Subject to clause 7.1 and without prejudice to the provisions of clauses 7.2 to 7.8, the DSBs collective liability (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) to you (and any person claiming under or through you) in contract, in tort (including negligence), under statute or otherwise, in respect of all claims arising out of or in connection with your access to or use of the DSB Services, Data or these Terms of Use shall not exceed €500.

8. DATA PROTECTION

- 8.1. This clause 8 applies to any personal data that you provide to the DSB (including any personal data relating to end users, employees and clients) in connection with your use of the DSB Service.
- 8.2. You acknowledge and agree that we will each be acting as independent "data controllers" in respect of the personal data you submit to the DSB following registration to use the DSB Service ("**User Personal Data**").
- 8.3. Subject to clause 8.4, each party shall be responsible for complying with the obligations imposed on a "data controller" by applicable data protection law, including to maintain or make any registrations and/or obtain any authorisations required by applicable data protection law with respect to the User Personal Data under these Terms of Use.
- 8.4. You shall be responsible for:
- (a) the accuracy, quality, and legality of the User Personal Data that you provide to DSB; and
 - (b) prior to providing any User Personal Data to the DSB, providing to any individual whose User Personal Data you submit to the DSB, such notices, or obtaining such consents, as are required to enable the DSB to process such User Personal Data in connection with the DSB's performance of the DSB Service, as described in the [Privacy Policy](#).

9. ANTI-BRIBERY AND CORRUPTION

9.1. As part of your use and receipt of the DSB Services, you agree that you will:

- (a) comply with all applicable anti-bribery Laws, anti-money laundering laws and sanctions laws (including the UK's Bribery Act 2010) (together, "**Compliance Laws**");
- (b) implement and maintain adequate procedures designed to promote and achieve compliance with the Compliance Laws;
- (c) where permitted by law, promptly report to the DSB any request or demand for any undue financial or other advantage of any kind received by you in connection with your access to and/or use of the DSB Services;
- (d) if requested by the DSB and where permitted by law, provide DSB with any reasonable assistance to enable the DSB to perform any activity required by any competent authority for the purpose of compliance with any Compliance Laws to the extent that such compliance relates to the use of, or access to, the DSB Services; and
- (e) at the DSB's request confirm in writing that you have complied with your obligations under this clause 9 and provide any information reasonably requested by the DSB in support of such compliance.

9.2. You warrant and represent on an ongoing basis during the term of these Terms of Use, you:

- (a) have not been convicted of violating any Compliance Laws or any offence involving corruption, fraud or dishonesty; or
- (b) so far as you are aware, have not been or is not the subject of any investigation, inquiry or enforcement proceedings by any competent authority regarding any offence or alleged offence under any Compliance Laws.

10. GENERAL

- 10.1. A waiver of any right or remedy under these Terms of Use or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 10.2. A failure or delay by either party to exercise any right or remedy provided under these Terms of Use or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms of Use or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.3. If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Use.
- 10.4. You may not assign, novate, dispose or otherwise transfer these Terms of Use or any rights or obligations under these Terms of Use to any third party or otherwise deal with these Terms of Use without the prior written consent of the DSB.
- 10.5. These DSB Terms of Use constitute the entire agreement and understanding between you and the DSB in respect of the access and use of the DSB Services and supersede any previous agreement between you and the DSB relating to such matter. Each of you and the DSB

represents and undertakes that in entering these Terms of Use it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to these Terms of Use or not) other than as expressly set out in these Terms of Use.

10.6. No one other than a party to these Terms of Use, their successors and permitted assignees, shall have any right under the Contracts (Rights of Third Parties) Act 1998 to enforce any of its terms.

10.7. For enquiries regarding the Terms of Use, please send an email to secretariat@anna-dsb.com.

11. LAW AND JURISDICTION

11.1. These Terms of Use and disputes or claims arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims) are accordingly governed by and construed in accordance with the laws of English and Wales, and each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims).

Valid as of [publication date TBC]