

TERMS OF USE FOR REGISTERED AND CONDITIONS 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.

1.4.1.5. 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+2 of these Terms of Use.

1.2.1.6. 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 our the DSB Services to you.

1.3.1.7. 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.

The DSB GUI Terms

~~You are bound by the following provisions including the provisions set out in the cookies and privacy policies (the "DSB GUI Terms"), if you use the DSB GUI.~~

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

1.4.2.1. The DSB ~~Service is~~ **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).

1.5.2.2. 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.

1.6.2.3. 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.

1.7.2.4. 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

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.

(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.

1.8.2.11. Acceptable Use:

- (a) You may not engage in any behaviour that puts the DSB ~~GUI~~Services at risk.
- (b) You are responsible for implementing ~~its~~your own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.
- (c) The DSB ~~GUI~~isServices are strictly for human interaction. You must not subject the DSB ~~GUI~~Services to any form of automated processes, except for file download processes.
- (d) You may not use the DSB ~~GUI~~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. ~~All other users are bound by the terms set out in the DSB Access and Usage Agreement and accompanying Policies.~~

1.9.2.12. The DSB reserves the right to assess through its own systems and monitoring processes whether you are using the DSB ~~Service~~Services unreasonably and undertaking activities that breach ~~these Acceptable Use~~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 DBS Services.

2.3. **CANCELLING REGISTRATION**

2.1.3.1. 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.

2.2.3.2. Once the DSB has received your ~~email~~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.

3.4. LICENCE TO USE DATA

3.1.4.1. 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 your, and end users under these ~~DSB GUI~~ Terms of Use for the purpose of providing the DSB Service.

3.2.4.2. All Intellectual Property Rights relating to the DSB ~~Service~~ 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/UPI or set of ISINs/UPIs) 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 ~~Service~~ Services as well as any data and information in any form whatsoever made available by the DSB in connection with these ~~DSB GUI~~ Terms of Use (the **“DSB Intellectual Property”**) will remain vested in the DSB or its licensors ~~(the DSB Intellectual Property)~~ 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~~9(f)~~ below shall apply if or to the extent that they might otherwise do so.

4.3. Subject to the other provisions of ~~the DSB GUI~~ these Terms of Use:

3.2.4.3.1. 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.

3.3.4.4. The DSB shall notify ~~the~~ 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.

3.4.4.5. 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 ~~the DSB GUI~~ 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 ~~GUI~~ Terms of Use.

3.5.4.6. 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.

3.6.4.7. 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.

4.5. THIRD PARTY DATA

4.1.5.1. The DSB ~~Service~~ Services and Data shall include the following third-party data:

- (a) ~~i.~~ CUSIP based ISIN's
 - (b) ~~ii.~~ Markit Group Limited's index subfamily data element (referred to as a 'long name') and the related index series
- (the **Third Party Data**).

4.2.5.2. You may access and use Third Party Data contained within the DSB ~~Service~~Services solely and exclusively as part of the Data in accordance with these ~~DSB-GUI~~ 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.

4.3.5.3. ~~The DSB shall update this provision from time to time and shall notify you of updates.~~ Your breach of this clause 5~~7~~ will be treated as a ~~severe~~material breach of the ~~DSB-GUI~~ Terms of Use entitling the DSB to immediately suspend or terminate your access to the DSB Services.

5.6. REGARDING COOKIES AND PRIVACY, PLEASE SEE:

5.1.6.1. 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~~42~~ 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.

5.2.6.2. Cookies on the DSB GUI

~~1. LAW AND JURISDICTION: The DSB GUI is operated by the DSB, established under English Law. These DSB GUI Terms and disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are accordingly governed by and construed in accordance with English Law, 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).~~

~~2. ACCESSING THE DSB GUI:~~

- ~~a. Access and use of the DSB UAT Service will be provided to you on request by contacting. The DSB may grant or restrict, withdraw, suspend, discontinue or change access to all or any part of the DSB GUI in its absolute discretion at any time without notice.~~
- ~~b. 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.~~
- ~~c. Your access permissions are set out below and will vary depending on the type of user you are:~~

	User-Type			
	Registered	Infrequent	Standard	Power
Web-Access				
Real-time search for ISINs by identifier	✓	✓	✓	✓
Real-time search for ISINs by attributes	check	✓	✓	✓
Maximum records returned per search	5	5	50	500
Create new ISINs	✗	✓ Max 100 per year	✓ Max 5,000 per year	✓ Cap subject to AUP
File Download				
Access to ISIN + product attributes archive (@ end of day T-1)	✓	✓	✓	✓
TeTV/ uTeTV flag	✓	✓	✓	✓
Programmatic Access (FIX API and ReST API)				
Create new ISINs	✗	✗	✗	✓
Search for attributes by ISIN	✗	✗	✗	✓
Subscribe to today's ISINs	✗	✗	✗	✓
Maximum number of API connections	✗	✗	✗	40
Fee Model				
Fee payable by user (dependent on Production contract)	✗	✓	✓	✓

d. You agree to be responsible (at your own cost) for:

- i. the selection, provision, maintenance and support of the computer systems, technology and network infrastructure necessary for you to access and use the DSB GUI;
- ii. the installation and proper use of any virus detection/scanning program from time to time;
- iii. co-operating with the DSB in all matters relating to the DSB Service;
- iv. procuring all permissions, licences, waivers, consents, registrations, and approvals necessary to receive and use the DSB Service;
- v. compliance with any requirements in respect of its 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 GUI); and
- vi. compliance with these DSB GUI Terms 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 Service.

6.7. DISCLAIMERS AND EXCLUSIONS AND LIMITATION OF LIABILITY:

6.7.1. Nothing in these ~~DSB GUI~~ 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.

6.2.7.2. 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 ~~the DSB GUI~~ these Terms of Use.

6.3.7.3. 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 ~~DSB GUI~~ and the DSB Services.

- a. ~~The DSB will bear no responsibility or liability for:~~
 - i. ~~Changes in ISIN values in UAT from 01 April 2017 onwards~~
 - ii. ~~For all instrument templates not being available in the DSB UAT~~
 - iii. ~~Validation of data or responsibility for any licenced data input to the system~~
 - iv. ~~Changes to the ISIN definition~~
 - v. ~~The DSB UAT being offline~~

6.4.7.4. Save to the extent expressly set out in ~~the DSB GUI~~ 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 ~~GUI~~ Services, the ~~DSB Service 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~~ 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.

6.5.7.5. All Website Material are provided strictly "as is". Although reasonable efforts are undertaken to provide reliable and up-to-date Website ~~Materials~~ 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.

6.6.7.6. The DSB does not warrant that functions, materials and information available on the DSB GUI ~~(and/or linked to the DSB Service)~~ 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).

~~6.7.7.7.~~ You assume all responsibility and risk relating to ~~its~~your use of the DSB ~~Service~~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.

~~6.8.7.8.~~ Save to the extent expressly set out in this DSB ~~GUI~~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.

~~6.9.7.9.~~ Subject to clause 7.1~~11(a)~~ and without prejudice to the provisions of clauses 7.2 ~~to~~ 7.8~~11(b)-11(h)~~, 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.

7.8. DATA PROTECTION

~~7.1.8.1.~~ This clause 8 ~~42~~ 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.

~~7.2.8.2.~~ 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**”).

~~7.3.8.3.~~ Subject to clause 8.4~~(e) below~~, 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 ~~this Agreement~~these Terms of Use.

~~7.4.8.4.~~ 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](#).

~~a. To the extent that you and/or your affiliates are located in the European Economic Area and the United Kingdom is considered a Third Country (as defined below) for the purposes of the GDPR (as defined below), the additional provisions of this clause 12(d) shall apply:~~

~~i. the following terms used in this clause 12(d) are given the meanings set out below:~~

~~A. “GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;~~

~~B. “Standard Contractual Clauses” means the standard contractual clauses set out at Appendix 4 of these DSB GUI Terms which consist of Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of Personal Data to third countries (2004/915/EC); and~~

~~C. “Third Country” means a territory which does not offer an adequate level of protection as required by the GDPR;~~

- ii. ~~You (for yourself and/or on behalf of your affiliates) and the DSB shall be deemed to have entered into the Standard Contractual Clauses, in the form set out at Appendix 1 to these DSB-GUI Terms; and~~
- iii. ~~pursuant to clause 12(d)(ii) you (and/or your affiliates) shall be the data exporter for the purposes of the Standard Contractual Clauses and the DSB shall be the data importer for the purposes of the Standard Contractual Clauses; and~~
- iv. ~~you agree to amend or replace the provisions of the Standard Contractual Clauses to the extent required by applicable data protection laws, as instructed by the DSB.~~

8.9. ANTI-BRIBERY AND CORRUPTION

8.1.9.1. As part of your use ~~of the DSB-GUI~~ and receipt of the DSB ~~Service~~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 ~~it~~you in connection with your access to and/or use of the DSB ~~Service~~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 ~~Service~~Services; and
- (e) at the DSB's request confirm in writing that ~~it has~~you have complied with ~~its~~your obligations under this clause ~~9+3~~ and provide any information reasonably requested by the ~~other party~~DSB in support of such compliance.

8.2.9.2. You warrant and represent on an ongoing basis during the term of these ~~DSB-GUI 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.

9.10. GENERAL

9.1.10.1. A waiver of any right or remedy under these ~~DSB-GUI 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.

9.2.10.2. A failure or delay by either party to exercise any right or remedy provided under these ~~DSB-GUI 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 ~~DSB-GUI Terms of Use~~ or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.3.10.3. If any provision or part-provision of these ~~DSB-GUI 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 ~~DSB-GUI~~ Terms of Use.

~~9.4.10.4.~~ You may not assign, novate, dispose or otherwise transfer these ~~DSB-GUI~~ Terms of Use or any rights or obligations under these ~~DSB-GUI~~ Terms of Use to any third party or otherwise deal with these ~~DSB-GUI~~ Terms of Use without the prior written consent of the DSB.

~~9.5.10.5.~~ ~~For Registered Users,~~ These DSB ~~GUI~~ Terms of Use constitute the entire agreement and understanding between ~~you and the parties~~ DSB in respect of the access and use of the DSB ~~Service~~ Services and supersede any previous agreement between ~~you and the parties~~ DSB relating to such matter. Each of ~~you and the parties~~ DSB represents and undertakes that in entering these ~~DSB-GUI~~ 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 ~~this Agreement~~ these Terms of Use or not) other than as expressly set out in these ~~DSB-GUI~~ Terms. ~~Nothing in these DSB-GUI Terms shall operate to exclude or limit any liability for fraud or fraudulent misrepresentation.~~ of Use.

~~9.6.10.6.~~ No one other than a party to these ~~DSB-GUI~~ 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.

~~9.7.10.7.~~ For enquiries regarding the ~~DSB-GUI~~ Terms of Use, please send an email to secretariat@anna-dsb.com.

~~Valid as of 22nd May 2018~~

Appendix 4

STANDARD CONTRACTUAL CLAUSES

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

Entered into pursuant to the DSB-GUI Terms ("Agreement"). Terms not defined herein have the meaning given to them in the Agreement.

between

Pursuant to clause 12(d) of the Agreement, the user under the Agreement and each affiliate of the user which is located in the European Economic Area and/or Switzerland. The user enters into these Standard Contractual Clauses for itself and on behalf of such affiliates.

hereinafter "data exporter"

and

Derivatives Service Bureau (DSB) Ltd (name)

Cannon Place, 78 Cannon Street, London, EC4N 6HL, United Kingdom (address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- a) "the data exporter" shall mean the controller who transfers the personal data;
- b) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- c) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. — Obligations of the data exporter

~~The data exporter warrants and undertakes that:~~

- ~~a) — The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.~~
- ~~a) — It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.~~
- ~~b) — It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.~~
- ~~c) — It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.~~
- ~~d) — It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.~~

I. — Obligations of the data importer

The data importer warrants and undertakes that:

- a) — It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- a) — It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- b) — It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- c) — It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- d) — It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- e) — At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- f) — Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- g) — It will process the personal data, at its option, in accordance with:
 - i. — the data protection laws of the country in which the data exporter is established, or

i. the relevant provisions¹ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data², or

ii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A

Initials of data importer: As per the Agreement

h) It will not disclose or transfer the personal data to a third-party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

i. the third-party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

i. the third-party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

ii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

iii. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

I. Liability and third-party rights

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

a) The parties agree that a data subject shall have the right to enforce as a third-party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

I. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

II. Resolution of disputes with data subjects or the authority

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

a) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or

¹ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

² However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

- b) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

I. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

- a) In the event that:

- i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- i. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- ii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- iii. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- iv. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- b) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country;
- c) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

I. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

II. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: The date on which the UK leaves the EU and is considered a Third Country for the purposes of the GDPR

FOR DATA IMPORTER _____ FOR DATA EXPORTER _____

As per the Agreement _____ As per the Agreement _____

ANNEX-A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
 1. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
 2. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
 3. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
 4. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
 5. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
 6. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
 7. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to those parties.
- or —
- b) — where otherwise provided by the law of the data exporter.

ANNEX-B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

Employees and officers of the user; end-users; and such other data subjects as required for the data importer to comply with its obligations under the Agreement.

Purposes of the transfer(s)

The transfer is made for the following purposes:

Such purposes as required for the data importer to comply with its obligations under the Agreement, including: to provide and administer the DSB Service and data; to undertake background checks (including KYC and AML checks); to provide marketing materials; to operate its business; and comply with its legal/regulatory obligations.

Categories of data

The personal data transferred concern the following categories of data:

Names; contact details; registration information; KYC information; device information; service usage information and other such categories of personal data as required for the data importer to comply with its obligations under the Agreement.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Members of the data importer's group; third party service providers and partners; law enforcement and regulatory bodies; and any such recipients as required for the data importer to comply with its obligations under the Agreement.

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Such categories of sensitive personal data and criminal convictions data as required for the data importer to comply with its obligations under the Agreement.

Data protection registration information of data exporter (where applicable)

Additional useful information (storage limits and other relevant information)

Personal data shall be retained as long as necessary for the data importer to comply with its obligations under the Agreement.

Contact points for data protection enquiries

Data importer	Data exporter
y@anna-dsb.com	As per the Agreement

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).

DSB Terms of Use for Registered and UAT Users v1 DRAFT
(Effective 1st January 2023)



Valid as of [publication date TBC]