

## TERMS AND CONDITIONS

By submitting your information to us, 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 12 of these terms.

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](mailto: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.

**For Registered Users:** Only the DSB GUI Terms shall govern the visit of Registered Users to the DSB GUI and in respect of receipt of online ISINs for Over-The-Counter Derivatives and ISIN Reference Data (**DSB Services**). A Registered User is a user that only has a right to access the Data (as defined in clause 6) via a file download or the GUI and is not subject to any charges. If you do not accept the DSB GUI Terms, you are not authorized to use the DSB GUI and receive the DSB Services, and must not make any use of the information provided or available for search or download. The DSB reserves the right to change the DSB GUI and the DSB GUI Terms at any time and without prior notice.

**All other users that are not Registered Users** are bound by the DSB GUI Terms in addition to the provisions set out in the DSB Access and Usage Agreement and accompanying policies. In the event of a conflict, the terms of the DSB Access and Usage Agreement will prevail.

The DSB Service is 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. 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. 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.
3. 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.
4. Acceptable Use:
  - a. You may not engage in any behaviour that puts the DSB GUI at risk.
  - b. You are responsible for implementing its own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.
  - c. The DSB GUI is strictly for human interaction. You must not subject the DSB GUI to any form of automated processes, except for file download processes.
  - d. You may not use the DSB GUI:
    - 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.
  - f. The DSB reserves the right to assess through its own systems and monitoring processes whether you are using the DSB Service unreasonably and undertaking activities that breach these Acceptable Use provisions (including enforcing any limitations on you).

## 5. CANCELLING REGISTRATION

- a. If you wish to cancel your registration and password, please email the DSB at [technical.support@anna-dsb.com](mailto: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
- b. Once the DSB has received your email 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.

## 6. LICENCE TO USE DATA

- a. 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, affiliates your, and end users under these DSB GUI Terms for the purpose of providing the DSB Service.
- b. All Intellectual Property Rights relating to the DSB Service (including any data transferred to and from the DSB pertaining to ISINs for OTC derivatives and their associated ISIN reference data (i.e. the set of attributes and values that is associated with a particular ISIN or set of ISINs) 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 as well as any data and information in any form whatsoever made available by the DSB in connection with these DSB GUI Terms 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 9(f) below shall apply if or to the extent that they might otherwise do so.
- c. Subject to the other provisions of the DSB GUI Terms, the DSB grants you and your affiliates a revocable, non-exclusive licence to access, copy, reproduce, store, distribute, disclose or otherwise communicate the Data.
- d. 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.
- e. 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 Terms 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.
- f. 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.
- g. 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.

## 7. THIRD PARTY DATA

- a. The DSB Service and Data shall include the following third party data:
  - i. CUSIP based ISIN's  
  
(the **Third Party Data**)
- b. You may access and use Third Party Data contained within the DSB Service solely and exclusively as part of the Data in these DSB GUI Terms. 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.
- c. The DSB shall update this provision from time to time and shall notify you of updates. Your breach of this clause 7 will be treated as a severe breach of the DSB GUI Terms.

## 8. REGARDING COOKIES AND PRIVACY, PLEASE SEE:

- a. [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 12 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**.
- b. [Cookies on the DSB GUI](#)

## 9. 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).**

10. ACCESSING THE DSB GUI:

- a. Access and use of the DSB Service will be provided on completion of the DSB Production on-boarding form (the "DSB On-Boarding Form") available to you on request by contacting [technical.support@anna-dsb.com](mailto:technical.support@anna-dsb.com). 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
<b>Web Access</b>				
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	X	✓ Max 100 per year	✓ Max 5,000 per year	✓ Cap subject to AUP
<b>File Download</b>				
Access to ISIN + product attributes archive (@ end of day T-1)	✓	✓	✓	✓
ToTV/ uToTV flag	✓	✓	✓	✓
<b>Programmatic Access (FIX API and ReST API)</b>				
Create new ISINs	X	X	X	✓
Search for attributes by ISIN	X	X	X	✓
Subscribe to today's ISINs	X	X	X	✓
Maximum number of API connections	X	X	X	10
<b>Fee Model</b>				
Fee payable by user	X	✓	✓	✓

- 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.

#### 11. DISCLAIMERS AND EXCLUSIONS AND LIMITATION OF LIABILITY:

- a. Nothing in these DSB GUI Terms excludes or limits the DSB's 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; (c) or any other liability that cannot be excluded or limited by law.
- b. The DSB shall not have any liability to you whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) for:
  - i. loss of profit;
  - ii. loss of revenue;
  - iii. loss of anticipated savings;
  - iv. loss, destruction or corruption of data;
  - v. loss of contract, business, or opportunity;
  - vi. loss of goodwill; or
  - vii. 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 Terms
- c. 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.
- d. Save to the extent expressly set out in the DSB GUI Terms, 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, the DSB Service 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'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.
- e. **All Website Material are provided** strictly "as is". Although reasonable efforts are undertaken to provide reliable and up-to-date Website Materials 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.
- f. The DSB does not warrant that functions, materials and information available on the DSB GUI (and/or linked to the DSB Service) 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).
- g. You assume all responsibility and risk relating to its use of the DSB Service 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.
- h. Save to the extent expressly set out in this DSB GUI Terms, 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.
- i. Subject to clause 11(a) and without prejudice to the provisions of clauses 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, shall not exceed €50

#### 12. DATA PROTECTION

This clause 12 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.

- a. You acknowledge and agree that they 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**”).
- b. Subject to clause (c) 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.
- c. You shall be responsible for:
  - i. the accuracy, quality, and legality of the User Personal Data that you provide to DSB; and
  - ii. 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](#).

### 13. ANTI-BRIBERY AND CORRUPTION

- a. As part of your use of the DSB GUI and receipt of the DSB Service, you agree that you will:
  - iii. comply with all applicable anti-bribery Laws, anti-money laundering laws and sanctions laws (including the UK’s Bribery Act 2010) (together, **Compliance Laws**);
  - iv. implement and maintain adequate procedures designed to promote and achieve compliance with the Compliance Laws;
  - v. 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 in connection with your access to and/or use of the DSB Service;
  - vi. 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; and
  - vii. at the DSB’s request confirm in writing that it has complied with its obligations under this clause 13 and provide any information reasonably requested by the other party in support of such compliance.
- b. You warrant and represent on an ongoing basis during the term of these DSB GUI Terms, you:
  - i. have not been convicted of violating any Compliance Laws or any offence involving corruption, fraud or dishonesty; or
  - ii. 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.

### 14. GENERAL

- a. A waiver of any right or remedy under these DSB GUI Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- b. A failure or delay by either party to exercise any right or remedy provided under these DSB GUI Terms 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 or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- c. If any provision or part-provision of these DSB GUI Terms 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.
- d. You may not assign, novate, dispose or otherwise transfer these DSB GUI Terms or any rights or obligations under these DSB GUI Terms to any third party or otherwise deal with these DSB GUI Terms without the prior written consent of the DSB.
- e. **For Registered Users**, these DSB GUI Terms constitute the entire agreement and understanding between the parties in respect of the access and use of the DSB Service and supersede any previous agreement between the parties relating to such matter. Each of the parties represents and undertakes that in entering these DSB GUI Terms 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 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.

- f. No one other than a party to these DSB GUI Terms, their successors and permitted assignees, shall have any right under the Contracts (Rights of Third Parties) Act 1998 to enforce any of its terms.
- g. For enquiries regarding the DSB GUI Terms, please send an email to [secretariat@anna-dsb.com](mailto:secretariat@anna-dsb.com) .

Valid as of 13<sup>th</sup> May 2018