

DSB COSP Terms of Use

I 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 Randall House, 6 Dowgate Hill, London, EC4R 2SU, United Kingdom (“**DSB**”/“**us**”/“**our**”) provides services to identify OTC Derivatives (“**DSB Services**”).
- 1.2 The DSB has implemented an online Client On-boarding and Support Platform (“**COSP**”) to enable users (“**you**”/“**your**”/“**users**”) to register their organisations with the DSB and acquire and manage subscriptions to certain DSB Services (“**Subscriptions**”) on behalf of their organisations. The COSP is built upon on a number of integrated, hosted solutions.
- 1.3 You agree that your use of the COSP is subject to these terms and conditions (together with other documents referred to within it) (“**COSP Terms**”) and your compliance with the acceptable use policies of Salesforce and Auth0 which can be found at: <https://www.salesforce.com/company/legal/agreements/> and <https://auth0.com/legal> respectively. These COSP Terms do not apply to your access to and use of any DSB Services, which is governed by a separate legal agreement(s) as set out in the DSB’s Main Terms.
- 1.4 By accessing the COSP, you are accepting and consenting to the terms contained in the COSP Terms and if you wish not to be bound by these you should not access the COSP. From time to time the DSB may change the COSP Terms and by continuing to access the COSP you are accepting these changes to the COSP Terms. The DSB shall endeavour to notify you of such changes but it is your responsibility to review the COSP Terms to identify them.

2 Accessing the COSP

- 2.1 When you register to use the COSP you will be required to create a username and password (“**COSP Account**”).
- 2.2 The DSB provides the COSP free-of charge for the benefit of organisations with fee-paying Subscriptions. Accordingly, you acknowledge and agree that:
 - (a) the maximum number of users from the same organisation entitled to COSP Accounts at any one time will be determined by the DSB and specified on the DSB website; and
 - (b) in registering to use the COSP you intend to enter into new, or manage existing, Subscriptions on behalf of your organisation. If you no longer require access to the COSP for this purpose, please cancel your COSP Account under clause 2.6.
- 2.3 You warrant that:
 - (a) you have full capacity and authority to enter into and perform your obligations under and in accordance with these COSP Terms (and all other documents to be entered into by you under these COSP Terms), including the capacity and authority to enter into, manage and cancel Subscriptions on behalf of your organisation; and
 - (b) these COSP Terms have been entered into by a duly authorised representative of your organisation and that these COSP Terms shall, once entered into, constitute legal, valid and binding obligations on you.
- 2.4 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 COSP by any person who is not authorised.

- 2.5 You agree to use the COSP in accordance with any user guide or other documentation provided to you by the DSB and 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 COSP;
 - (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 COSP and DSB Services;
 - (d) procuring all permissions, licences, waivers, consents, registrations, and approvals necessary for you to use the COSP;
 - (e) 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 COSP); and
 - (f) compliance with these COSP 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 COSP.
- 2.6 If you wish to cancel your COSP Account, 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 i.e. your COSP Account. Please note however that you will no longer be able to acquire and manage Subscriptions on behalf of your organisation.
- 2.7 The DSB will periodically terminate inactive COSP Accounts. An inactive COSP Account is one which is not linked to any active Subscriptions and on which there has been no activity for a period of time determined by the DSB at its discretion. The DSB will give reasonable notice to you before terminating your COSP Account due to inactivity.
- 2.8 The DSB may grant or restrict, withdraw, suspend, discontinue or change access to all or any part of the COSP, or modify its functionality, performance, configuration, appearance and content, in its absolute discretion at any time without notice. If the COSP is unavailable, the DSB shall endeavour to provide alternative means of managing Subscriptions to DSB Services.

3 Acceptable Use

- 3.1 The COSP is provided to business users only. You are not entitled to use the COSP if you are a consumer (as defined by English law).
- 3.2 The COSP is covered by copyright. You are only authorised to visit it by way of your browser.
- 3.3 You may insert a link to the COSP in your own internal website (e.g., intranet) only, 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.
- 3.4 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.
- 3.5 Without prejudice to clause 5, you are responsible for implementing your own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.
- 3.6 The COSP is strictly for human interaction. You must not subject the COSP to any form of automated processes, except for file download processes.

- 3.7 You may not engage in any behaviour that puts the COSP at risk or use the COSP to:
- (a) threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity;
 - (b) breach applicable law or regulation;
 - (c) carry out any unlawful or fraudulent act or encourage others to do so;
 - (d) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - (e) 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;
 - (f) perform or disclose any benchmarking, availability or performance testing, network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the COSP;
 - (g) to build or support, directly or indirectly, products or services competitive to the DSB or any third party software used in the provision of the COSP;
 - (h) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the COSP;
 - (i) data mine or harvest any web property to find email addresses or other user account information or sell or distribute third party personal information, including email addresses without such person's knowledge and continued consent to such disclosure; or
 - (j) impersonate a person or entity.
- 3.8 You may not:
- (a) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the COSP to any third party except as permitted by these COSP Terms;
 - (b) permit direct or indirect access to or use of the COSP in a way that circumvents a contractual usage limit or use any DSB Intellectual Property except as permitted under these COSP Terms, the Main Terms or a Subscription Form; and
 - (c) frame or mirror any part of the COSP.
- 3.9 The DSB reserves the right to assess through its own systems and monitoring processes whether you are using the COSP unreasonably and undertaking activities that breach the acceptable use provisions in this clause 3 (including enforcing any limitations on you).

4 Intellectual Property Rights

- 4.1 All Intellectual Property Rights in and relating to the COSP or made available by the DSB to enable access to the COSP as well as any data and information in any form whatsoever made available by the DSB in connection with these COSP 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 4.3 below shall apply if or to the extent that they might otherwise do so.
- 4.2 The DSB grants you a revocable, non-exclusive licence to access and use the COSP subject to the other provisions of these COSP Terms.

- 4.3 If at any time, through the access to or use of the COSP or otherwise, you, your affiliates 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.
- 4.4 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 You grant the DSB a:
- (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 COSP Terms for the purpose of providing access to and use of the COSP; and
 - (b) a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the COSP or other underlying third party software used in the provision of the COSP (without attribution of any kind) any suggestions, enhancement requests, recommendations, proposals, correction or other feedback or information provided by you related to the operation or functionality of the COSP. The DSB may sublicense this right to its third party software providers.

5 Data Protection

- 5.1 The parties acknowledge and agree that they will each be acting as independent data controllers in respect of any personal data submitted by you to the DSB in connection with your use of the COSP or otherwise under these COSP Terms (“**User Personal Data**”).
- 5.2 Subject to clause 5.3 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 to obtain any authorisations required by applicable data protection law with respect to the User Personal Data under this COSP Terms.
- 5.3 You shall, in respect of all User Personal Data, be responsible for:
- (a) the accuracy, quality, and legality of the User Personal Data that you provide to the 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 provision of the COSP, as is described in the Privacy Policy.
- 5.4 The DSB shall, in respect of all User Personal Data:
- (a) only process the User Personal Data to the extent and in such manner as is necessary for the performance of its obligations under these COSP Terms, as set out in the Privacy Policy;
 - (b) take reasonable steps to ensure the reliability of the DSB’s personnel who will access the User Personal Data and ensure that they are subject to appropriate duties of confidence in respect of the User Personal Data;
 - (c) apply the DSB’s security policy applicable to the COSP, as amended by the DSB from time to time, to the extent applicable to the User Personal Data;
 - (d) subject to reasonable and appropriate confidentiality undertakings, provide to you such information as you may reasonably request about the DSB’s data processing activities insofar as they relate to the User Personal Data;

- (e) return or destroy the User Personal Data on termination of these COSP Terms for whatever reason, except to the extent that the DSB is required to keep the User Personal Data after termination of these COSP Terms in order to comply with its legal obligations or in connection with any actual or potential claim or litigation; and
- (f) only process or transfer User Personal Data outside the European Economic Area and the United Kingdom in compliance with applicable data protection laws.

6 Disclaimers and Limitations of Liability

- 6.1 Save to the extent expressly set out in these COSP Terms, the DSB does not give any warranties, representations or other commitments as to the availability, functionality, performance, transmission speeds, content, latency or accuracy of the COSP 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. The user assumes all responsibility and risk relating to its use of the COSP.
- 6.2 You may be able to access websites or services provided by third parties through the COSP. The DSB makes no representations or warranties, and excludes all liability in connection with, your use of third party websites or services. It is your responsibility to review the terms provided by the third party which govern such use.
- 6.3 Nothing in these COSP Terms excludes or limits either your or 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) infringement of the other party's Intellectual Property Rights; or
 - (d) any other liability that cannot be excluded or limited by applicable law.
- 6.4 Subject to clause 6.3, the DSB excludes all liability (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) arising out of or in connection with the COSP, including:
 - (a) your access to or use of the COSP;
 - (b) the unavailability or inaccessibility of the COSP;
 - (c) any third party or DSB systems, networks and infrastructure which are used in connection with the COSP; or
 - (d) any virus or harmful components or loss or damage to your systems (where the DSB has taken reasonable steps to prevent against viruses and malware).
- 6.5 Subject to clause 6.3, 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 or revenue or anticipated savings;
 - (b) loss, destruction or corruption of data;
 - (c) loss of contract, business, or opportunity;
 - (d) loss of goodwill;
 - (e) any matter beyond its reasonable control; or
 - (f) 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 COSP Terms.

- 6.6 Subject to clause 6.3 and without prejudice to clauses 6.1, 6.2, 6.4 and 6.5, the DSB's total 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 COSP or these COSP Terms shall not exceed: (i) if you do not have any active Subscriptions through the COSP, €500 for all claims in the aggregate; or (ii) if you have active Subscriptions through the COSP, for all claims during any calendar year, the amount of fees paid under those Subscriptions during that calendar year less the amount of any claims made pursuant to your agreement with the DSB for those Subscriptions.

7 Compliance

- 7.1 As part of your use of the COSP you agree that you will comply with all applicable anti-bribery Laws, anti-money laundering laws and sanctions laws (including the UK's Bribery Act 2010) (together, "**Compliance Laws**").
- 7.2 You warrant and represent on an ongoing basis during the term of your use of the COSP, you:
- (a) have not been convicted of violating any Compliance Laws or any offence involving corruption, fraud or dishonesty;
 - (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; and
 - (c) your organisation, its other users, its officers and directors are not persons, entities or organisations prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order, including US export control laws, and names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List.

8 Termination

- 8.1 You may terminate the agreement formed by these COSP Terms by cancelling your COSP Account pursuant to clause 2.6.
- 8.2 The DSB may terminate the agreement formed by these COSP Terms immediately by written notice to you:
- (a) where the DSB has suspended your access to the COSP more than once;
 - (b) where you are in material breach of these COSP Terms or the terms of any Subscription entered into with the DSB and such breach is not remedied within 14 days of being notified of the breach; and
 - (c) as otherwise set out in these COSP Terms.
- 8.3 Subject to clause 8.4, on termination of the agreement formed by these COSP Terms your rights under these COSP Terms will immediately terminate (including the right to access and use the COSP) and you shall immediately return to the DSB any materials supplied to you under these COSP Terms save where such materials are required to be retained by law.
- 8.4 Termination of the agreement formed by these COSP Terms (howsoever caused):
- (a) shall be without prejudice to any rights or liabilities which may have accrued up to the date of such termination and it shall not affect the coming into force or the continuance in force of any of its provisions which are expressly or by implication intended to come into or continue in force on or after such termination; and

- (b) shall not affect the separate legal agreements governing any Subscriptions (which shall continue or be terminated in accordance with their terms).

8.5 Without prejudice to the terms of our Privacy Policy, following termination of your COSP Account the DSB may retain data held on your COSP Account in accordance with its data retention policies, following which it will be deleted.

9 Notices

9.1 Any notice required to be given under these COSP Terms shall be in writing and shall be sufficiently served if sent by e-mail to:

- (a) for notices given to you, to the email address you used to register for your COSP Account; and
- (b) for the DSB, to client-admin@anna-dsb.com or as otherwise notified by the DSB from time to time.

9.2 Notices sent by e-mail shall be deemed to be served upon the generation of a receipt notice by the recipient's server or, if such notice is not generated, upon delivery to the recipient's server.

10 General

10.1 A waiver of any right or remedy under these COSP Terms 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 COSP 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 COSP Terms 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 COSP 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 10.3 shall not affect the validity and enforceability of the rest of these COSP Terms.

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

10.5 The COSP Terms constitute the entire agreement and understanding between the parties in respect of the access and use of the COSP and supersede any previous agreement between the parties relating to such matter. Each of the parties represents and undertakes that in entering these COSP 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 COSP Terms.

10.6 No one other than a party to these COSP 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.

10.7 For enquiries regarding the COSP Terms, please contact the DSB using the support functionality on the COSP.

11 Law and Jurisdiction

11.1 These COSP Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

- 11.2 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 COSP Terms or their subject matter or formation (including non-contractual disputes or claims).

12 Definitions and Interpretation

- 12.1 Words and/or phrases beginning with a capital letter in these COSP Terms shall, unless stated otherwise, have their respective meanings given to them in these COSP Terms.
- 12.2 The rules of interpretation set out below shall govern the interpretation the COSP Terms:
- (a) the headings are for convenience only and shall not affect the interpretation of any provision of the COSP Terms;
 - (b) any reference to a person includes any individual, firm, company or other legal entity;
 - (c) any obligation in these COSP Terms on a person or party not to do something, includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
 - (d) words denoting the singular include the plural and vice versa, and words denoting any gender include all genders; and any use of the words include or including, or any like words, will be construed without limitation.