

» Terms of Use of the EQS Group AG «

(hereinafter referred to as EQS), Karlstr. 47, 80333 Munich, Germany

Introduction

- A The Global Legal Entity Identifier Foundation (GLEIF) is a not-for-profit foundation incorporated by the Financial Stability Board in Basel/Switzerland under the laws of Switzerland.
- B GLEIF and its partnering Local Operating Units („LOUs“) operate a system of world-wide unique Legal Entity Identifiers („LEI“, „LEIs“) and LEI repositories with certain additional information about the relevant legal entities („Legal Entity Reference Da-ta“, „LE-RD“).
- C The website <http://www.lei-manager.com> allows users to access the LOU's LEI Repository. Any such access might use file downloads, access via Web Interfaces / APIs or by any other technical means, as provided in the „EQS's“ discretion. Any LEI data and LE-RD access from <http://www.lei-manager.com> is subject to the terms of use as set out herebelow (the „Terms of Use“).

1. Definitions

„**Access Service**“ shall mean the facility provided by „EQS“ under these Terms of Use and further described below, provided on this website <http://www.lei-manager.com>.

„**LOU's LEI Repository**“ shall mean the database and/or Common Data File Format file output operated by „EQS“ with at least all LEIs and LE-RD managed by „EQS“.

„**GLEIF Trademark and Logo**“ shall mean the trademark and logo of GLEIF as shown on <http://www.gleif.org>.

„**GLEIS**“ shall mean the Global Legal Entity Identifier System operated by GLEIF and the LOUs.

„**LEIs**“ shall mean one or many Legal Entity Identifiers issued by GLEIF and the LOUs.

„**LEI Reference Data**“ and „**LE-RD**“ (singular and plural) shall mean the information available in the LEI Repository in relation to an LEI. The categories of data currently included in the LE-RD are listed on „EQS“.

„**LOU**“ or „**LOUs**“, shall mean the Local Operating Units who have entered into a Master Agreement with GLEIF and who are accredited by GLEIF to accept applications by legal entities for LEIs and to issue LEIs. A list of the accredited LOUs can be found on „EQS“ is an authorized LOU.

„**We**“, „**us**“, „**u our s**“ or equivalent terms shall refer to „EQS“.

„**User**“, „**You**“, „**your**“ or equivalent terms refer to any user of the Access Service.

2. Access Service

- 2.1 The Access Service enables Users to look-up and/or download individual LEIs and/or related LE-RD and/or the entire set or a subset of LEIs and/or pertaining LE-RD from the LOU's LEI Repository and/or Common Data File Format file.

- 2.2 The Access Service on the website <http://www.lei-manager.com> is provided for free and without any technical barriers.
- 2.3 The data available through the Access Service are provided under the CC0 licence, see <https://creativecommons.org/publicdomain/zero/1.0/>.
- 2.4 In order to protect the GLEIS and the fundamental principles underlying it as set out in the Governance Principles of the GLEIS, in particular in the event of any use of the Access Service which is contrary to, or threatens to undermine, those fundamental principles or the public benefit for which LEIs and LE-RD are provided, we do have to reserve the right to suspend or modify the Access Service or any of the Terms of Use.
- 2.5 The technical requirements you have to observe in order to be able to use the Access Service are described on web <http://www.lei-manager.com>.

3. Service Level

We take every reasonable effort that the website <http://www.lei-manager.com> and the Access Service will function and be available without interruptions or errors. However, their operation may be interrupted due to maintenance, updates or system or network failures. Service windows are - whenever possible - announced in due time on <http://www.lei-manager.com>.

4. Conditions Of Use

- 4.1 By using our Access Service, you agree with the following terms:
 - (a) You acknowledge that you do not have, and will not acquire, any intellectual property or other proprietary rights in the LEIs and LE-RD as provided by the Access Service, and that you do not, and will not, claim such rights.
 - (b) You agree that you access LEIs and/or LE-RD on <http://www.lei-manager.com> only by way of using the Access Service, and that you refrain from trying to obtain access to our LEI Repository or any other of our files or databases other than through using the Access Service as offered by us and, in particular, that you refrain from trying to circumvent technical restrictions or infecting the LEI Repository with malware of any kind.
 - (c) If you wish to use the GLEIF Trademark and Logo, which is a registered trade-mark, please contact GLEIF at the address indicated on [http\(s\)://www.gleif.org](http(s)://www.gleif.org).
- 4.2 You agree that you shall refrain from creating, in whatever way, the impression that data and/or services, except the original LEIs and LE-RD downloaded by you through the Access Service, are provided or supported or authorized or granted or otherwise associated by or with GLEIF or „EQS“.
- 4.3 You further agree to refrain from any actions or statements which may mislead the public and/or your customers to believe that any products or services provided by you, even if LEIs and LE-RD may be a part of such product or service, are services or products of GLEIF or any LOU, or that you are part of, or in a special relationship to, GLEIF and/or the GLEIS and/or any LOU.
- 4.4 You agree that GLEIF and „EQS“ may take any appropriate steps, including but not limited to court action and to preliminary injunctions, if you do not comply with these Terms of Use, and that you are, provided applicable law allows, liable to a payment of liquidated damages in the amount of EUR 100'000 for any single case of non-compliance.

5. Disclaimer Of Warranties And Waiver Of Liability

- 5.1 THE LEIS AND THE LE-RD MADE AVAILABLE TO YOU THROUGH THE ACCESS SERVICE ARE PROVIDED ON AN „AS IS“ AND „AS AVAILABLE“ BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THERETO. YOU EXPRESSLY AGREE THAT ANY USE THEREOF IS AT YOUR SOLE RISK.
- 5.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM REGARDING LEIS AND LE-RD ALL WARRANTIES, EXPRESS OR IMPLIED, AND LIABILITY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES) ARISING FROM THE USE OF THE ACCESS SERVICE OR THE LEIS AND LE-RD.
- 5.3 IN PARTICULAR, WITHOUT LIMITATION, YOU RECOGNIZE THAT THE ISSUANCE OF LEIS AND COLLECTION OF LE-RD IS BASED ON APPLICATIONS AND INFORMATION PROVIDED BY THIRD PARTIES. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT SUCH INFORMATION IS ACCURATE, CORRECT, UP-TO-DATE OR THAT A CERTAIN LEI IS THE ONLY LEI ISSUED FOR A CERTAIN LEGAL ENTITY.
- 5.4 IN PARTICULAR, WITHOUT LIMITATION, WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY INTERRUPTIONS OR ERRORS IN THE FUNCTIONING OF THE ACCESS SERVICE OR THE WEBSITE <http://www.lei-manager.com>. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES OR THE WEBSITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. FURTHERMORE, WE DO NOT WARRANT THAT THE SERVICES, INFORMATION AND CONTENTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES OR THE WEBSITE <http://www.lei-manager.com> ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 5.5 THE RESERVATIONS OF THE LICENCE (SEE SECTION 4) APPLY.

6. Applicable Law And Jurisdiction

- 6.1 These Terms of Use, and your use of the Access Service, shall in all respects be governed by, and construed and interpreted in accordance with, the substantive laws of „Germany“ without regard to „Germany’s“ conflict of law rules.
- 6.2 The Parties submit to the exclusive jurisdiction of the competent courts in Munich, Germany, for all disputes arising out of, or in connection with, these Terms of Use.