



## Moneyfacts Group plc Standard Terms and Conditions

### 1 Definitions

1.1 In these Terms and Conditions:

“**Data**” means any and all data provided to or accessed by **Licensee** in connection with the **Services**, including without limitation the results of any use of the **Services**;

“**Service Start Date**” means the date that **Services** were first made available to **Licensee** e.g. by supply of the **Services** or relevant user name and password information;

“**Database(s)**” means any **Moneyfacts** database(s);

“**Fees**” means any amount due and payable by **Licensee** in respect of the **Licence**, or any other fees that may be payable to **Moneyfacts** by virtue of the **Licence** being granted ;

“**Intellectual Property Rights**” means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world;

“**Licence**” means the renewable annual service licence or licences, or other licence as defined in the relevant Order Form granted in accordance with Clause 2 of these Terms and Conditions;

“**Licensee**” means the firm authorised to access and use the **Services** as described in the Order Form and excludes any parent, subsidiary or associated companies of the **Licensee**, unless specifically named within the Order Form.

“**Moneyfacts**” means Moneyfacts Group plc;

“**Services**” means any or all of **Moneyfacts Datascreen, Moneyfacts Market Intelligence Reports, Moneyfacts Analyser and Moneyfacts Datafeeds**, including products which replace or supersede these and other products, including but not limited to any ad hoc report or supply of **Data**, which require access to the **Databases**, as defined in the relevant Order Form in whatever format and all application software and documentation (or any of them or any part of any of them) supplied to **Licensee** as a result of the **Licence** being granted;

“**Software**” means any application software provided to **Licensee** by **Moneyfacts** to enable **Licensee** to use the **Services**;

“**Terms and Conditions**” means these terms and conditions, including any revisions agreed between **Moneyfacts** and **Licensee** as set out in the Order Form.

### 2 Licence

2.1 **Moneyfacts** grants to **Licensee** a specified number of non-exclusive, non-transferable **Licences** to use the **Services** in accordance with these Terms and Conditions.

2.2 **Licensee** gives **Moneyfacts** authority to remotely obtain certain information about any individual computer used by **Licensee** to access the **Services**. **Moneyfacts** may use such information to audit use of the **Services** by **Licensee**.

2.3 **Licensee** agrees to communicate these **Terms and Conditions** to appropriate persons under **Licensee's** employment, direction or control. **Licensee** will ensure that employees, agents, assigns, or other persons under the direction or control of the **Licensee** abide by these **Terms and Conditions**. **Licensee** agrees to notify **Moneyfacts** in writing of any unauthorised use.

### 3 Permitted Use

3.1 Subject to condition 10, the **Services** must only be used in accordance with this condition.

3.2 The **Services** are provided for the purposes of information and research by **Licensee**. **Licensee** may distribute the results of its use of the **Services** within its organisation, provide copies of extracts or illustrations relevant to a specific client, or quote extracts in advertisements and promotional material provided in all cases **Moneyfacts** is quoted as source.

3.3 Save as expressly agreed otherwise by **Moneyfacts** in writing, **Licensee** shall use the **Services, Data and Software** only for its internal business purposes, and **Licensee** shall not, in any manner whatsoever: (a) sell, loan, lease, rent or otherwise provide or make available the **Services, Data or Software** to any third party; (b) use the **Services, Data or Software** on behalf of any third party; or (c) provide bureau or any other services using the **Data or Software** to, any third party.

3.4 Other than to facilitate the normal use of the **Services**, the **Services** may not be reproduced on multiple computers through file serving, networking, communication packages, creation of databases of information or otherwise. In the event that **Moneyfacts** suspects, or becomes aware of such reproduction, **Moneyfacts** reserves the right to withdraw or suspend the **Services** and **Licensee** will be asked to remove **Data** which is in breach of this clause, and provide to **Moneyfacts** a warranty that this has been completed.

3.5 Save to the extent expressly permitted by law, **Licensee** shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the **Software** or create derivative works based on the whole or of any part of the **Software** or incorporate the **Software** into any other software program not provided by **Moneyfacts** without the prior written consent of **Moneyfacts**.

### 4 Restrictions

4.1 **Licensee** shall promptly notify **Moneyfacts** in writing if it knows or suspects that any **Data** provided by **Moneyfacts** is incorrect or incomplete.

4.2 **Licensee** shall not disclose, or through any failure to exercise due care and diligence, cause any unauthorised disclosure of, any **Data or Software** to any third party other than pursuant to a judicial or other lawful government order, and then only to the extent required by such order and subject to **Licensee** giving **Moneyfacts** as much notice of the terms of the order as may be reasonably practicable. **Licensee** shall notify **Moneyfacts** immediately upon

becoming aware of any unauthorised use or disclosure of any **Data or Software** and shall provide all assistance reasonably requested by **Moneyfacts** to rectify or minimise the effects of the same. In the event of any breach of this condition **Moneyfacts** may (i) terminate the **Licence** immediately on written notice to **Licensee**; and/or (ii) charge **Licensee** for an additional fee at **Moneyfacts'** current price in respect of such third parties' ability to access the **Services**.

4.3 **Licensee** shall not introduce into the **Software or Databases** nor transmit using the **Software** any virus, worm, Trojan Horse, or other harmful or disruptive component or malicious code, nor attempt to do the same. **Licensee** shall immediately notify **Moneyfacts** in the event that **Licensee** becomes aware of any breach of this clause 4.3. **Moneyfacts** may terminate the **Licence** immediately on written notice to **Licensee** in the event of any breach of this condition.

4.4 **Moneyfacts** may from time to time upgrade or modify the **Services** or replace the same with new versions on 30 days' written notice to **Licensee**, or such lesser period of notice as may be provided in the event of emergency modifications. All such upgrades, modifications or new versions shall form part of the **Services** and be subject to these **Terms and Conditions**.

4.5 **Licensee** acknowledges that all copyright, database rights and other intellectual property rights in and to the **Software, Data** and the **Databases** belong to **Moneyfacts** and shall remain vested in **Moneyfacts** and **Licensee** shall obtain no rights in respect of the same save as expressly set out in the **Licence** agreement.

4.6 **Licensee** acknowledges that it is its responsibility to satisfy itself that the **Services** supplied to **Licensee** are compatible with the hardware and software environments operated by the **Licensee**.

### 5 Payment

5.1 **Licensee** shall pay all **Fees** and other sums payable in respect of the **Services** to **Moneyfacts** within 30 calendar days of the date of **Moneyfacts'** invoice for the same or prior to commencement or renewal of the **Services**, whichever is the sooner. All such sums are exclusive of VAT or any other applicable sales tax, which **Licensee** shall pay in addition.

5.2 In the event of non-payment by the due date, **Moneyfacts**, at its discretion, may elect to treat the **Licence** as cancelled or continue the **Licence** as long as it sees fit and seek continuing payment from **Licensee** until the **Licence** is cancelled by **Licensee** in accordance with these **Terms and Conditions** in which event, **Licensee** is liable for payment of the **Fees**.

5.3 Subject to any initial period, **Moneyfacts** reserves the right to increase the **Fees** for the **Services** on each anniversary of the date of provision of the **Services**.

5.4 **Moneyfacts** may charge interest on a daily basis on all outstanding sums from the relevant due date until paid in full, both before and after judgment, at the rate of 4% above the Bank of England base rate. **Moneyfacts** also reserves its rights under the Late Payment of Commercial Debts (Interest) Act 1998.

### 6 Indemnity and disclaimers

6.1 Subject to clause 6.2, **Moneyfacts** shall indemnify **Licensee** from and against any liability under any final judgment or settlement made in relation to a claim that the **Services** infringe a third party's copyright provided that (a) **Licensee** notifies **Moneyfacts** in writing of the claim promptly after it has been made; (b) **Licensee** turns over to **Moneyfacts** exclusive control over the defence and settlement of the claim; (c) **Licensee** provides such assistance in defence of the proceeding as **Moneyfacts** may reasonably request, at **Moneyfacts'** reasonable expense; (d) **Licensee** makes no admission in respect of any claim; and (e) **Licensee** uses all commercially reasonable efforts to mitigate any loss, damage or costs related to the claim.

6.2 The indemnity in clause 6.1 will not apply to the extent that the infringement claim results from (i) use of the **Services** after **Moneyfacts** notifies **Licensee** to discontinue use due to such a claim, allegation or proceeding; (ii) the combining of the **Services** with a non-**Moneyfacts** product, **Data** or process; (iii) use of, or access to, the **Data or Services** other than in accordance with these **Terms and Conditions**; or (iv) a non-**Moneyfacts** employee or representative altering the **Data or Software**. **Licensee** shall indemnify **Moneyfacts** in full from and against any loss, damage, cost, expense or liability arising from such actions.

6.3 **Licensee** acknowledges that the **Data** includes information obtained from third parties over whom **Moneyfacts** has no control and that **Moneyfacts** can not guarantee the accuracy or completeness of the **Data**, and accordingly **Licensee** acknowledges and agrees that **Moneyfacts** does not warrant that the **Data** is accurate or complete and that **Moneyfacts** shall have no liability in respect of any inaccuracies or omissions in the **Data** or the provision of the **Services** save to the extent caused by **Moneyfacts'** negligence or wilful misconduct. **Moneyfacts** shall have no liability in respect of any **Data** accessed as a result of incomplete or inaccurate information supplied by **Licensee**.

6.4 **Moneyfacts** shall use reasonable endeavours to ensure that the **Services** are available to be accessed by **Licensee** on a 24/7 basis, subject to planned downtime but **Moneyfacts** cannot guarantee the availability of the **Services**. Accordingly, **Licensee** acknowledges and agrees that **Moneyfacts** does not warrant that the **Services** will be available on an uninterrupted and/or 24/7 basis.

6.5 Except as expressly provided in these **Terms and Conditions**, all other warranties, conditions, terms and undertakings of any kind, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness for purpose) in relation to the **Services, Data or Software**, are hereby excluded to the fullest extent permitted by law.

6.6 **Moneyfacts** warrants that its title to and property in the **Services** is free and unencumbered and that it has the right, power and authority to licence the same upon the terms of these **Terms and Conditions**.

6.7 **Moneyfacts** also warrants that it will take reasonable precautions to ensure that the **Services** shall contain no viruses or other contaminants and that all services will be performed by competent personnel with reasonable care and skill, in a timely and professional manner and in accordance with normal industry practice.

## 7 Limitation of liability

7.1 Nothing in these **Terms and Conditions** shall limit **Moneyfacts'** liability for death or personal injury caused by **Moneyfacts'** negligence or the fraudulent misrepresentation of **Moneyfacts**.

7.2 Subject to condition 6, **Moneyfacts'** liability for direct loss in contract, tort or otherwise arising out of or in connection with granting the **Licence** or the provision of the **Services** shall be limited for each incident or series of connected incidents to the amount paid by **Licensee** to **Moneyfacts** in the calendar year in which the incident occurs.

7.3 Subject to this condition 7, in no circumstances shall **Moneyfacts** be liable to **Licensee**, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of any loss of profits, revenue, goodwill or business opportunity, loss of or cost of restoration of **Data** or for use of any results obtained by use of the **Services**, or for any special, indirect or consequential loss, damage, costs or expenses whatsoever howsoever arising out of or in connection with **Licensee's** use of the **Services, Data** or **Software**.

7.4 **Licensee** acknowledges that the **Fees** payable for the **Services** have been calculated on the basis that **Moneyfacts** can limit its liability as set out in these **Terms and Conditions**. However, in the event that any limitation or exclusion of liability in these **Terms and Conditions** is found by a court of competent jurisdiction to be unreasonable in the circumstances, such limit shall be increased to the amount that **Moneyfacts** can recover from its insurers for the loss in question.

## 8 Auto Renewal, Cancellation and Termination

8.1 Following any Initial Term, the **Services** will automatically renew for additional periods of 12 months or other period as agreed by the Parties unless either party provides written notice of cancellation to the other no less than 30 days prior to the end of the initial term or any subsequent anniversary thereof. In the event of a rolling contract for **Moneyfacts DataScreen**, the **Licence** may be terminated at any time by either party subject to the provision of 30 days prior written notice of termination.

8.2 Both **Licensee** and **Moneyfacts** may terminate the Licence immediately on written notice to the other if the other:

(a) is in material or persistent breach of any of its obligations under this **Licence** agreement and either that breach is incapable of remedy or the other shall have failed to remedy that breach within 30 days after being given notice by the first party to do so; or

(b) is unable to pay its debts; or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or ceases or threatens to cease business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

8.3 **Moneyfacts** may terminate the contract immediately in the event that at least 50% of the **Licensee** is acquired by a third party.

8.4 Upon termination of the **Licence** for any reason, **Licensee** shall immediately cease to use the **Services** and shall return to **Moneyfacts** any **Software** (including all copies) and shall destroy all **Data** in **Licensee's** possession or control. **Moneyfacts** reserves the right to request a warranty that such deletion and/or destruction has taken effect. All amounts then owed by **Licensee** to **Moneyfacts** shall immediately become due and payable.

## 9 General

9.1 These **Terms and Conditions** will be deemed to have been accepted upon payment for the **Services**, or use of the **Services** during the term and any subsequent term.

9.2 The failure or delay of **Moneyfacts** to exercise or enforce any right under the granting of the **Licence** shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

9.3 The original Order Form and these **Terms and Conditions** (as amended from time to time) together contain the entire agreement between **Moneyfacts** and **Licensee** with respect to the **Licence** and supersedes and replaces all prior agreements, negotiations and discussions between **Moneyfacts** and **Licensee** relating to it. No variation of the agreement shall be valid unless it is in writing and signed by an authorised representative of both **Moneyfacts** and **Licensee**.

9.4 **Licensee** shall not be entitled to assign any of its rights or obligations conferred by the granting of the Licence without **Moneyfacts'** prior written consent.

9.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply and no third party shall have any right to enforce any term of this Licence agreement.

9.6 The provision of the **Services** shall be governed and construed in accordance with English law and **Moneyfacts** and **Licensee** each hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

9.7 All information which was obtained or received by either party in the course of negotiating or performing this Licence agreement or exercising any rights hereunder or otherwise obtained by either party relating to the business or operations of the other, or of any person, firm, company or organisation associated with that party (except for information which is in or enters the public domain other than by breach of this subclause) will be treated as confidential and not used other than for the benefit of the owning party nor disclosed to third parties without the prior written consent of the owning party except to the extent required by law. The obligations re confidentiality shall remain in full force notwithstanding any cancellation of the Licence.

9.8 Neither party will be liable to the other party for any delay, or failure to perform its obligations, as a result of any cause beyond its reasonable control including, but not limited to, any industrial dispute, act of God, governmental act, war, fire, flood, explosion or civil commotion. The performance of the delaying party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists.

9.9 Any notice, request, instruction or other document to be given hereunder shall be e-mailed or sent by first class post to the addressee's registered office

or any address notified in the original invoice, order or application form or in any subsequent correspondence. Any such notice shall be deemed to be received either upon receipt of an electronic 'read receipt' or two days after posting to the relevant address.

9.10 'MoneyEacts', 'Moneyfacts', and its derivatives and product names are trademarks.

9.11 For the term of the licence, both parties agree not to bid on any key words which are or incorporate any Trade Marks of the other on any PPC internet search engine, including, without limitation, any trading names or any derivative or reasonable misspelling of the same.

## 10 Product Specific Terms

10.1 Terms & Conditions specific to **Moneyfacts Datafeeds**:

(a) "**Moneyfacts Datafeed**" – means proprietary data supplied regularly (such regularity as agreed between the parties) to **Licensee** via XML package, which comprises of the contents of certain of the **Databases** as agreed.

(b) **Licensee** may only access **Moneyfacts Datafeeds** from one or more IP addresses agreed in writing by **Moneyfacts** for the duration of and in accordance with these **Terms and Conditions**.

(c) The contents of **Moneyfacts Datafeeds** may be represented on **Licensee's** own-branded customer facing internet website, providing at all times that **Moneyfacts** is referenced as the source of the **Data**. However **Licensee** may not pass the **Data** to any third party for display on their website or host the **Data** for display under the brand of any third party. For the avoidance of doubt, permitted use excludes any display of the **Services** solely under the brand of any third party, or joint-branded with any brand of which **Licensee** owns the intellectual property, whether or not presented in an I-frame which is accessible from **Licensee's** own website or hosted by **Licensee**, and whether or not presented under a sub-domain of **Licensee's** website URL. All such arrangements must be pre-approved in writing by **Moneyfacts** and will be subject to additional **Fees** to be agreed between the parties.

10.2 Terms & Conditions specific to **Moneyfacts DataScreen**;

(a) "**Moneyfacts DataScreen**" means a proprietary **Database** or **Databases** providing information and analysis tools for one or more financial product types which is accessed via the internet;

(b) "**Individual User**" means an individual person working for or on **Licensee's** behalf to whom **Licensee** provides a unique user name and password, as supplied by **Moneyfacts**.

(c) Access to **Moneyfacts DataScreen** is granted based on an agreed number of **Licences** which are provided by way of unique user name and password each for use by an **Individual User**. Where individual product modules of **Moneyfacts DataScreen** are licensed, the user name and password is specific to the product module or modules as defined in the Order Form. User name and password information is strictly confidential and must not be disclosed to or shared with any other person. **Licensee** shall promptly notify **Moneyfacts** of any disclosure of user name and password to any other person. In the event of any breach of this condition **Moneyfacts** may (i) terminate the **Licence** immediately on written notice to **Licensee**; and/or (ii) charge **Licensee** additional **Fees** in respect of such unauthorised access to the **Services** at **Moneyfacts'** current price.

10.3 Terms & Conditions specific to **Moneyfacts Market Intelligence Reports**:

(a) "**Authorised Recipient**" means an agreed e-mail address to which **Moneyfacts Market Intelligence Reports** are sent;

(b) "**Moneyfacts Market Intelligence Reports**" means the regular reports (such regularity as agreed between the parties) based on pre-agreed criteria showing certain information for a range of financial products, which is provided to the **Licensee** via e-mail;

(c) **Moneyfacts Market Intelligence Reports** are sent to a specified number of **Authorised Recipients**. These Reports must not be represented on any intranet, extranet or internet site without **Moneyfacts** prior written approval. Such reproduction will be subject to additional **Fees**.

10.4 Terms & Conditions specific to **Moneyfacts Analyser**

(a) "**Moneyfacts Analyser**" means a proprietary **Database** providing information and pricing data on financial products which is accessed via the internet;

(b) "**Individual User**" means an individual person working for or on **Licensee's** behalf to whom **Licensee** provides a unique user name and password, as supplied by **Moneyfacts**.

(c) Access to **Moneyfacts Analyser** is granted based on an agreed number of **Licences** which are provided by way of unique user name and password each for use by an **Individual User**. Where individual product modules of **Moneyfacts Analyser** are licensed, the user name and password is specific to the product module or modules as defined in the Order Form. User name and password information is strictly confidential and must not be disclosed to or shared with any other person. **Licensee** shall promptly notify **Moneyfacts** of any disclosure of user name and password to any other person. In the event of any breach of this condition **Moneyfacts** may (i) terminate the **Licence** immediately on written notice to **Licensee**; and/or (ii) charge **Licensee** additional **Fees** in respect of such unauthorised access to the **Services** at **Moneyfacts'** current price.

May 2011