

FSA Register+ Terms & Conditions

1. Definitions

Client or End User: means the person or Company to whom Spectrum Data Management limited has agreed to provide the Services in accordance with conditions set out.

Spectrum Data Management: means Spectrum Data Management Limited (a company incorporated with number 5821010) whose registered office is situated at 2nd floor, 180 Wardour Street, London W1V 8LB

Input Material: means any data (electronic data, on magnetic or other media) or other information provided by the Client relating to the Services

Output Material: means any data (electronic data, on magnetic or other media) or reports or other documents or information provided by Spectrum Data Management as part of the Services.

Data Protection Legislation: means the Data Protection Act 1998 and any subordinate legislation current or future.

Services: means software supplied by Spectrum Data Management for use by the Client for the purposes of interrogating the FSA register.

Terms and Conditions: means these Terms and Conditions and includes all schedules attached.

End User Schedules

2. Supply of the Services

- 2.1. The Client shall use all reasonable endeavours to ensure that it complies with these Terms and Conditions.
- 2.2. Spectrum Data Management shall provide the Services to the Client subject to these conditions.
- 2.3. Any advice, recommendation or representation given by Spectrum Data Management to the Client or its employees or agents which is not confirmed in writing is followed or acted upon at the Client's own risk and Spectrum Data Management shall not be liable for any such advice, recommendation or representation provided that nothing in this condition shall operate to limit or exclude any liability for fraud.
- 2.4. The Client shall at its own expense supply Spectrum Data Management with all necessary Input Material required. The Client shall ensure the accuracy of all Input Material.
- 2.5. The Client shall at its own expense retain duplicate copies of all Input Material and insure the Input Material against its loss or damage however caused. Spectrum Data Management shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to the Client.
- 2.6. Spectrum Data Management may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Services.

3. Confidentiality

- 3.1. The property and any copyright or other intellectual property rights in any Input Material and any Output Material shall belong to the Financial Services Authority.
- 3.2. All Input Material or other information provided by the Client and any Output Material shall be kept confidential by Spectrum Data Management and any confidential information provided by Spectrum Data Management to the Client (including, but not limited to, data, business methodology, price lists and software) shall be kept confidential by the Client; but the foregoing shall not apply to any information, documents or other materials which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party or are already in the possession of the relevant party.
- 3.3. The Client warrants that any Input Material and Output Material and its use by Spectrum Data Management for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify and hold harmless Spectrum Data Management against any loss, damages, costs, expenses or other claims arising from any such infringement.

3.4. The client undertakes that it shall follow all such reasonable instructions of Spectrum Data Management given from time to time with regard to the use of Trademarks and other indications of the property and rights of Spectrum Data Management or its third party suppliers.

3.5. Any Copyright or other proprietary notices in the Services shall not be deleted or altered by the Client

3.6. The Client can not re-supply the Output Material sold to another 3rd party or parties, nor can it be used again by different departments of the Client's company or group of companies or associated businesses.

3.7. In the instances where telephone number information will be used for sales and marketing purposes, it is the responsibility of the Client to ensure that any telephone numbers used are screened against the Telephone Preference Service (TPS).

3.8. The Client undertakes and covenants that during the continuation of this agreement and for a period of one year after, it will not endeavour to entice away from Spectrum Data Management any person who is employed by Spectrum Data Management, and who is or was engaged in relation to the performance of the provisions of these Terms and Conditions.

3.9. All obligations herein shall continue after the completion of the Services.

4. Warranties and Liability

4.1. Spectrum Data Management shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material and Output Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

4.2. Spectrum Data Management offers no warranties of any kind whatsoever for the accuracy of products and services licensed from third parties. License agreements with third party licensees are beyond Spectrum Data Management's control to offer any warranty or liability to the Client.

4.3. The Client warrants that it shall comply with those provisions of the Data Protection Legislation relevant to it in its role as data controller (as defined in the Data Protection Legislation) and the Client shall fully indemnify Spectrum Data Management against any claims arising as a result of any breach of the Data Protection Legislation by the Client in its role as data controller.

4.4. Spectrum Data Management shall not be liable to the Client by reason of any implied warranty, condition or other term, or any duty at common law for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Spectrum Data Management, its servants or agents or otherwise) which arise out of or in connection with the Services.

4.5. Spectrum Data Management shall not be liable for any claim whatsoever under or in connection with the Service.

4.6. Spectrum Data Management shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Spectrum Data Management's obligations in relation to the Services, if the delay or failure was due to any cause beyond Spectrum Data Management's reasonable control including (without limitation) strikes, lock-outs, labour disputes, compliance with any law or governmental order, rule, regulation or direction and inability to access the Internet (whether as a result of a failure by the relevant Internet service provider to supply access or otherwise).

4.7. The Client shall inspect the Output Material within 2 working days of delivery.

4.8. Whilst Spectrum Data Management will endeavour to ensure the security of the Input Material and the Output Material, it shall not be liable for any losses (whether direct, indirect or consequential and including loss of profits) caused by any computer virus or any form of computer hacking.

5. Force Majeure

5.1. Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms and Conditions arising from any cause beyond its reasonable control including (without limitation) any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, industrial action or failure in telecommunications or other utility services.

6. General

6.1. Except for any confidentiality obligations which may have been agreed between the parties, these conditions (together with the other terms, if any, set out in a Quotation or Client Agreement or Data Quality Audit) constitute the entire agreement between the

parties in respect of the subject matter of any Quotation, Client Agreement or Data Quality Audit, supersede any previous agreement or understanding and may not be varied except in writing by the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

6.2. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.3. Spectrum Data Management may sub-contract any of its obligations under these Terms and Conditions, provided that it shall remain liable for any breaches of these Terms and Conditions by the relevant sub-contractor.

6.4. Any typographical, clerical or other error or omission in any sales literature, Quotation or Client Agreement, price list, acceptance of offer, invoice or other document or information issued by Spectrum Data Management shall be subject to correction without any liability on the part of Spectrum Data Management.

6.5. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

6.6. English law shall apply to these Terms and Conditions, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.