

## TERMS AND CONDITIONS FOR ACCESS TO THE ONLINE SERVICE ("SUBSCRIPTION AGREEMENT") (SCROLL DOWN)

These terms and conditions govern your use of the Online Service (as defined in clause 1 below). Please read these terms and conditions carefully before attempting to use the Online Service. They contain important information about your rights and obligations. In particular, we draw your attention to clause 12 (Warranties, Disclaimers and Limitations of Liability). Please note that these terms and conditions form part of the Agreement together with the Sales Order Form and the Privacy Policy. By submitting the Sales Order Form to us and/or using the Online Service you warrant that you have the authority to enter into a legally binding contract on behalf of the organisation specified in Sales Order Form and you and that organisation agree to be bound by these terms and conditions as modified by Thomson Reuters GRC and posted on the Website from time to time.

- 1. Definitions and Interpretation
- **1.1** In these terms and conditions except where the context otherwise requires the following expressions shall have the following meanings:
- **"Agreement"** means these terms and conditions together with the Sales Order Form, the Privacy Policy and any payment method instructions;
- **"Business Day"** means any day, which is not a Saturday, or a Sunday, or public holiday in the UK or US, as applicable;
- **"Commencement Date"** means the date we accept your completed and signed Sales Order Form or any other document conferring the right of access;
- **"Fee"** means all fees and charges payable by you in respect of your subscription to the Online Service (including any applicable taxes);
- **"Intellectual Property Rights"** means any current or future intellectual property rights including but not limited to: copyright, database rights, patents, utility models, domain names, rights in logos and get-up, inventions, all rights in computer software and data, design rights, trade marks (whether registered or unregistered), goodwill, information of a confidential nature, know-how and all other forms of protection of a similar nature existing in any jurisdiction, and all rights to apply for the same and all renewals, reversions or extensions;
- **"Materials"** means the news, reference information, graphics, and other intellectual property content made available to Users through the Online Service during the term of a subscription;
- **"Message Boards"** means the discussion forum(s) that are accessible to Users from time to time on the Website;
- **"Online Service"** means the online service provided by Thomson Reuters GRC, as more particularized on the Website;
- **"Permitted Number"** means the number of Users specified in the Sales Order Form or as otherwise agreed in writing by the parties from time to time and in respect of which you have paid the Fee;
- **"Personal Data"** means data which relate to a living individual who can be identified from those data or from those data and other information which is in the possession of, or is likely to come into the possession of a party and includes any expression of opinion about the individual and any indication of the intentions of that party or any other person in respect of the individual. This may also include the following without limitation: names, addresses, telephone numbers, date of birth, e-mail addresses, identification numbers or names, passwords, age, marital and financial status, national or ethnic origin, gender, employment, payment records, personal preferences, associations, and any identifying numbers or symbols, educational history;
- **"Privacy Policy"** means Thomson Reuters GRC's data protection and privacy policy located on the Website as updated and amended by Thomson Reuters GRC from time to time;
- **"Purposes"** means the various purposes set out in these terms and conditions, including without limitation clause 8 and Thomson Reuters GRC's Privacy Policy located on Thomson Reuters GRC's Website;
- **"Sales Order Form"** means the order form submitted by you to us which contains details of the Online Service and the Fee including relevant attachments;
- **"Submission"** means any message, comment, article, data, information, avatar, or link that you submit to appear in the Message Boards or any attempt to contact other Users either via the Message Boards or using information obtained from the Message Boards;
- **"Subscription Period"** means a period of 12 months (unless otherwise stated on the Sales Order Form) beginning on the Commencement Date or the expiry of the Trial Period, as applicable;

- **"Term"** means the term of this Agreement and includes the Trial Period, the initial Subscription Period and each Subscription Period for which your subscription is renewed pursuant to clause 5.3;
- **"Thomson Reuters GRC", "we", "our" and "us" means either:** (a) Thomson Reuters (Professional) UK Limited trading as "Thomson Reuters Governance, Risk and Compliance (GRC)", where you are located outside the USA; or (b) West Publishing Corporation doing business as "Thomson Reuters Governance, Risk and Compliance (GRC)", where you are located within the USA or the Agreement is entered into with Thomson Reuters GRC in the USA, as specified in the Sales Order Form.
- **"Trial Period"** means a time-limited free subscription for the purposes of reviewing the Online Service;
- **"User"** means a person who you permit to use the Online Service in accordance with the terms of this Agreement and in respect of whom a username and password has been allocated by us;
- **"Website"** means the website operated by us and available at [www.complinet.com](http://www.complinet.com).
- **"You" and "Your"** means the organisation entering into this Agreement with Thomson Reuters GRC, as specified in the Sales Order Form (or, alternatively, if you are entering into this Agreement as an individual, the person entering into this Agreement with Thomson Reuters GRC);
- **1.2** Clause headings shall not affect the interpretation of these terms and conditions.
- **1.3** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- **1.4** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- **1.5** Any obligation in this Agreement on an organisation (or individual person where applicable) not to do something includes an obligation not to agree or allow that thing to be done.
- **2. Access to the Online Service**
- **2.1** Subject to acceptance by us of the Sales Order Form and your compliance with these terms and conditions, we agree to provide the Online Service to you with reasonable skill and care from the Commencement Date. We reserve the right to reject the Sales Order Form for any reason. On receipt and acceptance by us of your application for a trial subscription, we shall provide you with such username(s) and password(s) as are required by you for access to the Online Service by you and/or any employees identified by you on your application for a trial subscription. We reserve the right to refuse to grant you a username that impersonates someone else, is protected by trademark or other proprietary right law, is vulgar or otherwise offensive, or for any other reason.
- **2.2** You shall keep and, where relevant, you shall ensure that your employees keep confidential the username(s) and password(s) provided by us to you for access to the Online Service. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our Website that comes to your attention.
- **2.3** You shall be entirely responsible for all access to the Online Service that is facilitated by the username(s) and password(s) provided to you whether or not such access is with your consent.
- **3. Trial Period**
- **3.1** For the Trial Period following receipt by you of your username(s) and password(s), you shall be entitled to access the Online Service on a free trial basis and access shall be subject to these terms and conditions.
- **3.2** On expiry of the Trial Period, continued access to the Online Service shall be subject to completion of the full subscription and payment of the Fee by you in accordance with clause 5 ("Payment").
- **4. Conditions of access to the Online Service**
- **4.1** We grant you a non-exclusive, non-transferable licence for the Term to use the Online Service for your own internal business purposes or individual use (as applicable) in accordance with the terms of this Agreement, including without limitation the Permitted Number.
- **4.2** In relation to the Online Service:
- **(a)** you and each User may for your own internal business purposes or individual use (as applicable) only download and store in machine readable form, copy, reproduce, and display the Materials;
- **(b)** you shall not, and you shall ensure that each User shall not: i. download, store, copy, reproduce, display, or otherwise use the Materials other than in accordance with Clause 4.2(a) above; ii. sell, license, sub-license, rent, lease, encumber, transfer or assign, or otherwise deal with any of the rights in the Materials, including, without limitation, copyright, trademark and other Intellectual Property Rights or attempt to do any of the foregoing; iii alter or remove any copyright notices or other notices indicating the proprietary ownership by us or any third party

of any Intellectual Property Rights in the Materials; iv. use the Online Service or Materials in any manner except as expressly permitted, or transfer or export the Online Service or Materials or any copies into any country, other than in compliance with applicable laws; v. reproduce, modify, or in any way commercially exploit the Online Service or any of the Materials; vi. allow any person in respect of whom a username and password has not been allocated by us to use, access, or share the Online Service; vii. create a database in electronic or structured form by systematically downloading and storing all or any of the Materials; viii. create or commercially distribute derivative works based on any of the Materials, including, without limitation, for use on another website or service, without our written consent; ix. use our Website, the Online Service, or any Materials for any unlawful purpose; x. redistribute the Materials to other individuals or departments in your organisation except as permitted in 4.3 below, or as otherwise permitted by Thomson Reuters GRC in the Sales Order Form;

- **4.3** In relation to any part of the Online Service which offers the "e-mail a friend" function or similar content sharing functionality, each User shall (unless otherwise permitted in the Sales Order Form) limit such redistribution to a maximum of 5% of Materials during any 12-month period and make the recipient aware that such content is for their own individual use and for the purposes of any matter or transaction on which they are advising. Thomson Reuters GRC reserves the right to monitor usage of the "e-mail a friend" function and similar content sharing functionality. In the event redistribution of Materials exceeds the 5% limit stated above, and is not otherwise permitted under special terms in the Sales Order Form, we reserve the right to: (i) invoice you at the then-current per User fee rate for the additional usage, proportionate to the period of the unexpired term, payable within 30 days from the date of invoice and; (ii) include the applicable fee for additional usage in subsequent renewal term invoices.
- **4.4** The Materials are presented to you solely for your own internal business use and may not be re-sold.
- **4.5** In order that you may comply with data protection laws and similar applicable laws, prior to using that part of the Online Service known as "Global Screening" (and/or its successor services), we advise you to notify your clients, prospective clients and any other persons that are to be checked using Global Screening that you will be using third party verification services to investigate those persons to determine whether their names are held in restricted lists or are considered politically exposed persons. We shall not be liable for any loss, damage or claim that results from a failure by you to do so and you shall indemnify us without limit and on demand for any claim made by a third party against us which results from you: (i) failing to notify such persons of such verification services; and (ii) breaching of any applicable data protection laws or similar applicable laws.
- **4.6** Thomson Reuters GRC reserves the right to require all Users of the Online Service to undergo reasonable training as required by Thomson Reuters GRC including but not limited to telephone training and face-to-face training at your offices.
- **5. Payment**
- **5.1** To access the Online Service on expiry of the Trial Period you will need to contact a Thomson Reuters GRC sales or client support representative (contact details are found on the Website).
- **5.2** Details of our prices for full subscription to the Online Service, and the procedures for payment are available from Thomson Reuters GRC sales and client support representatives. You agree to pay the Fee by credit card, cheque or bank transfer. Thomson Reuters GRC shall invoice you for the Fee in accordance with the payment terms specified in the Sales Order Form or as otherwise agreed between the parties. You shall pay each invoice submitted to you by us in full within 30 days of receipt of the same. The method of payment shall be indicated by you at the time of your full subscription request made in accordance with clause 5.1. The price of any full subscription is the price in force at the date and time of your order. We may change the price of any full subscription before you place a full subscription request. If payment is not received within 30 days of receiving a valid invoice, Thomson Reuters GRC reserves the right to restrict access to the Online Service and/or charge interest under applicable law (including the Late Payment of Commercial Debts (Interest) Act 1998). You are responsible for the payment of all fees and charges incurred in relation to your and each users access to this Website through an Internet access provider or other third party service.
- **5.3** Unless we receive written notice from you terminating your subscription with us in accordance with clause 5.4, we shall renew your subscription at the expiry of each Subscription Period and invoice you in respect of the renewal Subscription Period. Renewal subscriptions will be invoiced at the standard rate applicable as of the renewal date. Invoices will be issued prior to commencement of the renewal Subscription Period.
- **5.4** You shall be entitled to terminate your subscription with us with effect from the end of the current Subscription Period by giving us at least 45 days prior written notice.
- **5.5** We are entitled to refuse any trial or full subscription request submitted by you. If your full subscription request is accepted, we will confirm acceptance to you by online electronic means

("Confirmation") to the e-mail address with which you have provided us. On receipt of the Confirmation the Online Service will be available. Following expiry of the Trial Period, on the earlier of (i) receipt of Confirmation by us that the Online Service is available to you ("Full Service Confirmation"); and (ii) access of the Materials by you or a User; you will have no right to cancel the contract, other than in accordance with this clause 5 or clause 6.1.

- **5.6** You warrant that all details you provide to us for the purpose of subscribing to the Online Service will be true, complete and accurate and you will notify us without delay in the event that any details change. Without prejudice to the foregoing, you warrant that the credit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any subscription. We reserve the right to obtain validation of your credit card details before providing you with access to the Online Service. If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe that someone has accessed this Website using your name and password without your permission, you must contact a Thomson Reuters GRC sales or client support representative (contact details are on [www.complinet.com](http://www.complinet.com)).
- **5.7** If you are permitted to access this Website through arrangements between your employer and us, some or all of these Payment terms may not apply to you. Please contact your employer for details.
- **6. Refunds**
- **6.1** You may end your subscription for any reason within seven working days of receipt of the Full Service Confirmation, by sending us a notice in writing or by e-mail, but only if you and each User have not accessed the Materials following expiry of the Trial Period. In the event that you terminate your subscription validly, you may claim a refund from us, which will be paid as soon as possible but in any event within 30 days of receipt by us of your notice of cancellation.
- **6.2** If you have any complaints, or if you wish to exercise your right to terminate services referred to in clause 6.1 you may send your complaint or notice of termination by using the form set out at the end of these terms and conditions, and send the form to us via e-mail or by post in accordance with Clause 15.
- **7. Modifications to the Online Service**
- **7.1** Subject to your rights set out in clause 13 (Termination), we reserve the right to alter, remove, substitute, suspend or discontinue any aspect of the Online Service, including any Materials, and your access to it. Unless explicitly stated, any new features or content will be subject to these terms and conditions.
- **8. Data Protection**
- **8.1** The following applies to any information you provide to us, for example during any registration or subscription process: (a) you permit us and verify that you permit us to use, store or otherwise process any Personal Data to the extent reasonably necessary to provide the services which are available through our Website by us or our sub-contractors. If you obtain or choose to buy services through our Website then we may collect information about you or your employees' buying behaviour. If you or your employees send us personal correspondence such as e-mails, letters, post reviews or other messages on the bulletin boards, then we may collect this information into a file specific to you. All such information collected by us shall be referred to in these terms and conditions as "Personal Data"; (b) you hereby warrant that any information provided by you (including Personal Data), in relation to our provision of the Online Service to you, is and remains complete, accurate and correct; and (c) you must ensure and, where relevant, procure that your employees ensure that all information relating to your subscription including the Personal Data provided to us is accurate and complete and that all registration details (where applicable) contain the correct name(s), address(es) and other requested details. For more information about how we deal with the Personal Data, please read our Privacy Policy.
- **8.2** The Privacy Policy forms part of these terms and conditions. Click here to read our Privacy Policy. If you are located outside of the United Kingdom, please note that information that you provide to us is being sent to the UK. By subscribing to the Online Service or by completing the Sales Order Form, you consent to your data being sent to the UK.
- **8.3** By accepting these terms and conditions, you agree and, where relevant, shall procure that your employees agree to the processing and disclosure of the Personal Data for the Purposes. You also agree and, where relevant, shall procure that your employees also agree that the Purposes may be amended to include other uses or disclosures of Personal Data following notification by means of a notice on our Website, which should be checked regularly. If you or, where relevant, your employees would like to review or modify any part of the Personal Information which we hold relating to you or your employees then an e-mail should be sent to [grc.crr.clientsupport@thomsonreuters.com](mailto:grc.crr.clientsupport@thomsonreuters.com).
- **8.4** We have in place and will maintain for the duration of this Agreement appropriate technical and organisational measures against the accidental, unauthorized or unlawful processing,

destruction, or disclosure of Personal Data and adequate security programmes and procedures to ensure that unauthorized persons do not have access to any equipment used to process Personal Data.

- 9. Intellectual Property Rights
- **9.1** The contents of the Online Service are protected by UK and international copyright laws and other Intellectual Property Rights. The owner of these rights is Thomson Reuters GRC or other third party licensors. All product and company names and logos contained within our Website, the Online Service and the Materials are the trade marks, service marks or trading names of their respective owners, including us.
- **9.2** We shall indemnify you from and hold you harmless against all and any losses, liabilities, demands, claims, costs and expenses arising directly as a result of a claim against you by a third party that the Online Service infringes the copyright of such third party provided that you: (a) notify us promptly upon becoming aware of any matter or claim to which the indemnity relates; (b) do not make any admission or settlement in respect of such matter or claim without our prior written consent; and (c) allow us, where appropriate, to appoint legal advisers of our choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim or (where it is not appropriate for us to have conduct of such negotiations and/or proceedings) you shall comply with our reasonable requests in the conduct of any such negotiations and/or proceedings. The indemnity in clause 9.2 shall not apply if, and to the extent that, the relevant losses, costs, damages, liabilities and/or expenses result from a breach by you of any of your obligations under these terms and conditions.
- 10. Message Boards
- **10.1** As part of the Online Service we may provide Message Boards which allow you to post information. We reserve the right to review and monitor these from time to time and delete any Submission which we, in our sole discretion, decide is inappropriate. Any User who believes that a Submission on any forum is objectionable is encouraged to contact Thomson Reuters GRC. Thomson Reuters GRC will review the relevant Submission as soon as reasonably practicable and will take such action as it deems necessary.
- **10.2** You shall not make any Submission that is unlawful, fraudulent, offensive or otherwise inappropriate, including without limitation any Submission:
- **10.2.1** that promotes racism, bigotry, hatred or physical harm of any kind against any person or group;
- **10.2.2** that harasses or advocates the harassment of any person or group;
- **10.2.3** that displays pornographic or sexually explicit material;
- **10.2.4** that is or promotes any conduct that is unlawful, abusive, threatening, obscene, defamatory or otherwise inappropriate;
- **10.2.5** that promotes or provides instructional information about any unlawful activities, including without limitation the violation of any person's privacy or the creation and/or dissemination of computer viruses;
- **10.2.6** that promotes information you know to be false or misleading;
- **10.2.7** that infringes the Intellectual Property Rights or other rights of any person.
- **10.2.8** that constitutes or includes advertising, promotional, sales, or marketing content or directly or indirectly solicits products or commercial services.
- **10.3** You acknowledge that making a Submission does not guarantee that such Submission, or any part thereof, shall appear on the Message Boards, but agree that Thomson Reuters GRC may, at its sole discretion, choose to display any Submission or any part of a Submission that you make on Thomson Reuters GRC websites, products, and services (including but not limited to Thomson Reuters GRC's Free Service).
- **10.4** You warrant and represent that the use by Thomson Reuters GRC of your Submission(s) shall not infringe the Intellectual Property Rights of any third party.
- 11. Interference with the Online Service
- **11.1** You must not attempt to interfere with the proper working of the Online Service and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.
- 12. Warranties, Disclaimers and Limitations of Liability
- **12.1** We will use reasonable skill and care in making the Online Service available to you. We will use reasonable endeavours to make the Online Service available at all times during the period of your subscription but cannot guarantee that the Online Service will operate continuously or without interruptions or be error free. BECAUSE OF THE NUMBER OF SOURCES FROM WHICH WE OBTAIN CONTENT AND THE NATURE OF ELECTRONIC DISTRIBUTION VIA THE INTERNET AND EXCEPT AS EXPRESSLY SET OUT IN THIS CLAUSE, YOU AGREE THAT YOUR ACCESS TO AND USE OF THE ONLINE SERVICE AND MATERIALS AVAILABLE THROUGH OUR WEBSITE IS ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW AND, EXCEPT AS

EXPRESSLY SET OUT, WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO OUR ONLINE SERVICE OR ANY INFORMATION OR SERVICE PROVIDED THROUGH OUR WEBSITE. YOUR ACCESS AND USE OF THE ONLINE SERVICE AND MATERIALS, IS AT YOUR OWN RISK. THOMSON REUTERS GRC AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR LICENSORS ("THOMSON REUTERS GRC PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE ONLINE SERVICE AND MATERIALS, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR PROFIT, LOST DATA, LOSS OF MANAGEMENT TIME, COSTS OF REPROCUREMENT, DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ("EXCLUDED DAMAGES"), WHETHER IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE THOMSON REUTERS GRC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. YOU AGREE THAT YOUR ONLY RECOVERY FOR ANY DAMAGES THAT YOU INCUR, AND YOUR EXCLUSIVE REMEDY (WHETHER IN NEGLIGENCE, TORT OR OTHER THEORY OF LIABILITY), SHALL BE LIMITED TO THE DIRECT DAMAGES YOU ACTUALLY INCUR UP TO A LIMIT OF THE AMOUNT YOU PAID (IF ANY) IN TOTAL DURING THE 12-MONTH PERIOD IN WHICH SUCH LIABILITY AROSE (SUCH PERIODS TO BE CALCULATED BEGINNING ON FIRST ACCESS OF THE ONLINE SERVICE).

- **12.2** We have used commercially reasonable efforts to ensure that all Materials comply with UK law but we make no representations that the Materials and the Online Service are appropriate or available for use in the UK. We also make no representations that the Materials and the Online Service are appropriate or available for use in locations outside the UK. We make no warranties, express or implied, that making the Materials and the Online Service available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Online Service, the Materials or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, the Online Service or the relevant Materials are not offered for subscription to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to subscribe to the Online Service. To the extent permitted by applicable law, we accept no liability, for any costs, losses or damages resulting from or related to the access or attempted access of the Online Service by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.
- **12.3** Given the unpredictability of technology and the online environment, we cannot and do not represent, warrant or guarantee that the Online Service will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Online Service and is compatible with our Website. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- **12.4** We may link to, or promote, websites or services from other companies on our Website or offer you the ability to download software from other companies. You agree that we are not responsible for, and do not control, those websites, services and software. We make no representations and give no warranties whatsoever about any other websites which you may access through the Online Service. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse the content or use of such website. Accordingly, we accept no responsibility for and shall not be liable for the content, or the provisions or use of, such a website including, without limitation, the provision of services by GB Group Limited and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or webmaster.
- **12.5** You acknowledge and agree that the Materials may not address your particular requirements and are not intended to constitute a definitive or complete statement of the law on any subject and are not intended to constitute legal or investment advice in any specific situation. You should take your own advice and make your own decisions without placing any reliance on any of our Materials.
- **12.6** You acknowledge and agree that it is a feature of the Thomson Reuters GRC Website that much of the Materials are contributed to us by many different third parties and we do not control those parties or their information and have no responsibility for any information they

contribute; opinions expressed within the Materials are those of the authors and do not represent our opinions.

- **12.7** We attempt to ensure that the Materials are accurate. However, you acknowledge and agree that the Materials include archived information and resources which may be incorrect or out of date and so we make no representations that any Materials are accurate and up-to-date or complete and accept no liability for any loss or damage caused by inaccurate information. The Materials do not constitute any form of advice or recommendation by Thomson Reuters GRC and are not intended to be relied upon in making (or refraining from making) any specific investment, or other, decisions. If you find any inaccurate information on our Website, let us know and we will correct it, where we agree, as soon as practicable.
- **12.8** The limitations and exclusions in this clause 12 do not affect your non-excludable statutory rights, which shall only apply to the extent permitted by applicable law.
- **13. Termination**
- **13.1** We may terminate or suspend your use of the Online Service at any time if you are or a User is found in breach or we have reasonable grounds to believe that you are or a User is in breach of any of these terms and conditions, including without limitation the prohibition on sharing or disclosure of username(s) and password(s) set out in clause 2 and the restrictions on redistribution of Materials in clause 4, and such breach, if capable of remedy, is not remedied within 30 days of notification of such breach. In these circumstances you will not be entitled to any refund.
- **13.2** If you are notified of termination of your rights of use, you must immediately destroy all of your copies of the Materials.
- **13.3** Where during the term of this Agreement we discontinue, suspend or terminate your access to all of the Online Service otherwise than in accordance with clause 13.1, we shall on request refund to you the pro rata share of the Fee paid by you which relates to the unexpired part of the Term in relation to which the Fee was paid excluding any applicable costs incurred prior to the provision of such access (which are duly brought to your notice).
- **13.4** If we terminate this Agreement due to your breach, you must pay to us immediately all charges which are due to us under this Agreement.
- **14. General**
- **14.1** We may assign, novate or subcontract any or all of our rights and obligations under these terms and conditions at any time.
- **14.2** We may alter these terms and conditions from time to time and we will give you notice of such alterations by posting the new version of the terms and conditions on the Website, following which all use of the Online Service will be governed by that version.
- **14.3** These terms and conditions together with the Privacy Policy, the Sales Order Form and payment method instructions, if any, are the whole agreement between you and Thomson Reuters GRC. This Agreement supersedes all previous agreements or arrangements (including any versions of these terms and conditions which were previously applicable) between us. You acknowledge and agree that you have not entered into this Agreement in reliance upon any warranty or representation made by us or any other person that is not contained in these terms and conditions, Privacy Policy, Sales Order Form and/or payment method instructions and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation).
- **14.4** If any term or provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, the other terms and provisions shall remain in force unless, in the reasonable opinion of Thomson Reuters GRC, the purpose of this Agreement is frustrated as a result. If any invalid, unenforceable or illegal term or provision would be valid, enforceable and legal if some part of it were deleted, the term or provision shall apply with whatever modification is necessary in the reasonable opinion of Thomson Reuters GRC to give effect to the commercial intention of the parties.
- **14.5** If you have entered into this Agreement with Thomson Reuters GRC (UK), this Agreement shall be governed by and interpreted in accordance with the laws of England and in the event of a dispute you submit to the exclusive jurisdiction of the English courts. If you have entered into this Agreement with Thomson Reuters GRC (USA), this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without reference to principles of conflict of laws, and in the event of a dispute you submit to the exclusive jurisdiction of the federal or state courts of competent jurisdiction located in the State of New York, County of New York.
- **14.6** We will not be liable for any failure to perform our obligations under this Agreement that is due to circumstances beyond our reasonable control, including but not limited to technical failure, lightning, flood or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.

- **14.7** Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy.
- **14.8** The terms of this Agreement are not intended to benefit anyone other than the parties to this Agreement and, in particular, no term shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or any similar laws in any jurisdiction.
- **14.9** No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy and each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
- 15. Notices
- **15.1** All notices and any other communications required pursuant to this Agreement shall be given in writing and in the English language to:
  - (a) our client support team at the appropriate e-mail or postal address, as set out below, where we are the addressee:

Client Support e-mail address: [grc.crr.clientsupport@thomsonreuters.com](mailto:grc.crr.clientsupport@thomsonreuters.com)

Thomson Reuters GRC postal addresses:

Thomson Reuters GRC (UK)

Third Floor

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- (b) the e-mail or postal address you have provided to us, where you are the addressee.
- **15.2** A notice shall be deemed to have been received: (i) if posted to an addressee located in the same country as the sender, three (3) Business Days after the date of posting; (ii) if posted to an addressee located in a different country to the sender, three (3) Business Days after the date on which the notice arrives within the postal system of the country in which the addressee is located; or (iii) if sent by e-mail, on the Business Day during which the addressee received the e-mail in full or on the next Business Day if the e-mail was not received during a Business Day.

These terms and conditions were last amended on January 1, 2011