

Agreement on the Terms of Service on Registration of Legal Entity Identifier
(2020.10.16)

Thank you for reading the Agreement on the Terms of Service on Registration of Legal Entity Identifier. The terms and conditions herein are applicable to all the tools and services (hereinafter referred to as “Service”) provided by the China Legal Entity Identifier System (hereinafter referred to as the “System”, domain name: www.leichina.org), to the User and the legal entity or the international branch¹ that he/she represents.

This agreement is an agreement between the User and the legal entity or the international branch that he/she represents and China Financial Computerization Corporation (hereinafter referred to as the CFCC).

1. General Provisions

1.1 This Agreement is applicable to China Legal Entity Identifier System and its Services. Before using the Service, please fully read, understand and accept all the contents of the agreement, as well as the Terms of Use of the China Legal Entity Identifier System, (hereinafter referred to as “Terms of Use”), and understand the consequences and effects of the Service. Once the User chooses “accept” and completes the registration process, or uses the System, it means the User and the legal entity or the international branch that he/she represents is fully aware of and accepts all the contents of the Agreement and the Terms of Use herein.

1.2 The CFCC is entitled to make modifications to the terms of this Agreement, as well as the Terms of Use and relevant rules, and shall notify the User of the modified terms via notices on the website, emails and other means. If the User continues to use the Service after the modifications publicly announced, it means the User and the legal entity or the international branch that he/she represents have fully read, understood, and accepted the modified Service and made use of the Service in

¹ According to the definition set forth by ROC in its consultation paper “Including data on international/foreign branches in the Global LEI System” published on 11th, July 2016: The branch is a lead international branch or international branch network outside of the head office’s jurisdiction.

accordance with the modified terms of the Agreement and the Terms of Use; If the User does not agree with the modified terms of the Agreement and the Terms of Use, the User shall stop using the Service immediately.

1.3 Legal Entity Identifier (hereinafter referred to as the “LEI”), as the unique identifier of a legal entity, is generated by the System in accordance with the International Standard “*Financial Services--Legal Entity Identifier (LEI)*” (ISO 17442:2012), and the requirements of the Financial Stability Board (hereinafter referred to as FSB) and the Regulatory Oversight Committee of Global LEI System (hereinafter referred to as ROC) and the Global Legal Entity Identifier Foundation (hereinafter referred to as the “GLEIF”). The purpose of registration with the System is to provide a unique identifier to the legal entity so as to promote transparency of the financial market and to ward off financial risks.

1.4 CFCC is the Local Operating Unit (hereinafter referred to as LOU) in China, the China legal Entity Identifier System provides LEI services, including LEI registration, modification, renewal, transfer, challenge, feedback, etc., for both domestic and overseas legal entities, the international branches and other organizations in accordance with the rules of the GLEIS and relevant laws and regulations of China. CFCC provides open access to registered LEI data, related reference data and relationship data. The China legal Entity Identifier System is solely owned by CFCC.

1.5 The issuance, modification, transfer, annual renewal of LEI and change of LEI reference data and or relationship data are subject to requirements established by GLEIF.

1.6 GLEIF reserves the right to require the transfer of the LEI to another LOU or transfer of the LEI from another LOU to CFCC.

2. The Service of China Legal Entity Identifier System

2.1 The System provides registration Service to legal entities (including but not limited to government agencies, enterprises, government-sponsored institutions, and social organizations) and international branches.

2.2 The System and the Services provided within the scope hereof comply with the standards of ISO 17442 and the regulatory requirements of the FSB, the ROC and the GLEIF.

2.3 Charges will vary based on different services provided.

2.4 The CFCC is entitled to adjust the Service at any time in accordance with actual conditions, and is not responsible to anyone or any third party. Once the Service is adjusted, it will be published on the China Legal Entity Identifier System. Unless otherwise stated, the relevant changes shall enter into force on the date of publication.

3. Rights and Obligations of Users

3.1 The User is entitled to receive the technical support, consulting and other Services provided by CFCC.

3.2 The User undertakes not to undermine or disrupt the system by using technical or other means.

3.3 The User and the legal entity or the international branch he/she represent shall be responsible for the accuracy, integrity and authenticity of relevant information of LEI and Legal Entity Reference Data (hereinafter referred to as the “LE-RD”) and relationship data.

3.4 Any information and application material provided to the CFCC by the User should be duly dated and signed by the Legal Entity or the international branch's authorized representative with the Legal Entity or the international branch's official seal.

3.5 Each User represents one legal entity or the international branch and can only apply for one LEI code. If the User has already applied abroad, he/she must not apply with this System. Instead, the User may request to transfer the LEI data to this System.

3.6 The User or the legal entity or the international branch that he/she represents may request the transfer of its LEI to another LOU (to be specifically designated by the Legal Entity or the international branch), and/or to allow another LOU to request such

transfer on behalf of the Legal Entity or the international branch, and that no fee will be charged.

3.7 The User and the legal entity or the international branch that he/she represents shall review the LE-RD and relationship data at least once annually to verify its accuracy, and promptly upgrade to the System any changes of information that may have any actual or potential impact on the LEI, LE RD and/or relationship data. Any loss or consequence arising from the User not being able to upgrade the information in time shall be borne by the User and the legal entity or the international branch that he/she represents, and the CFCC shall not bear any liability.

3.8 The User shall respect the intellectual property rights and other legitimate rights of CFCC and a third party, and promise that when violation of the above rights happens, the User shall make the best efforts to protect the CFCC from such effect or loss; the CFCC reserves the right to terminate the Service and refuse to refund any money when a User violates the legitimate rights and interests of CFCC.

3.9 The User shall be responsible for any consequence arising from the User's deed of providing wrong contact information or from the lack of stability and security of the email used to receive system message, including but not limited to any effect or loss caused by the failure to timely receive relevant notice of the System.

3.10 The User shall comply with relevant laws and regulations when using the System. The CFCC is entitled to terminate the Service and refuse to refund any money when the User violates relevant laws and regulations. The CFCC reserves the right to take recourse action against the above violations of the User.

4. Rights and Obligations of the CFCC

4.1 The CFCC shall provide corresponding Services to the User in accordance with the choice of Service and actual amounts paid by the User.

4.2 The CFCC is entitled to make the registered LEI, LE-RD, relationship data and relevant information available for public download and query in accordance with the requirements of LEI System.

4.3 The CFCC promises to maintain the confidentiality of the other information of the User, not to disclose the User information to a third party, and not to authorize a third party to use the information, unless one of the following conditions happens:

4.3.1 Disclosure in accordance with ISO 17442;

4.3.2 Disclosure in accordance with the regulatory requirements of FSB, ROC and GLEIF;

4.3.3 Disclosure in accordance with the term of Service or other term of Service between the User and CFCC, contract, online terms and other regulations;

4.3.4 Disclosure when the User agrees in written form that CFCC provides the information to a third party;

4.3.5 The CFCC provides information to a third party for the purpose of providing Service and information to the User, including in the circumstances where CFCC provides Service and information to the User via the technology and Service of a third party;

4.3.6 Disclosure when the information shall be provided in accordance with laws and regulations.

4.4 The CFCC reserves the right to terminate the Service when the User violates national and local laws and regulations or the Agreement.

4.5 The CFCC has the right to manage the System (especially when transferring China Legal Entity Identifier to the Global Legal Entity Identifier System) or modify the type, content, scope hereof at any time in accordance with its need.

4.6 The CFCC has the right to store all the LEI codes and relevant information in the server, and provide relevant security measures with current technology to avoid any loss of the information.

4.7 The CFCC reserves the right to change the LE-RD and relationship data in accordance with laws or internal control policies of CFCC.

4.8 If the reference data and/or relationship data of the User or the legal entity or the international branch that he/she represents fail to conform with the data quality checking rules of GLEIF, CFCC will communicate with the User or the legal entity or the international branch that he/she represents. If no responses are received from the

user or the legal entity or the international branch that the user represents within twenty days², CFCC shall have the rights to modify the data which has been proved incorrect.

5. Service Fee and Terms of Payment

5.1 The CFCC charges the User or the legal entity or the international branch that he/she represents a LEI registration fee and collects annual maintenance fee on an annual basis. The User or the legal entity or the international branch that he/she represents shall pay service fee in the amount and payment method recognized by CFCC. The service fee and payment method recognized by CFCC will be published on the website of the System.

5.2 The CFCC reviews the fee structure annually and may make adjustment unilaterally. To avoid any doubt, the CFCC may adjust fees provided it maintains the cost recovery requirements as a result of its annual review and determination of its fee structure for LEI issuance and renewal.

5.3 The CFCC should make an announcement or notice on the adjustment of fee structure and methods of payment in accordance with actual situation. The User or the legal entity or the international branch that he/she represents should pay service fees in accordance with the adjusted fee structure and terms of payment upon renewal of LEI, prior to which the fee structure and terms of payment before adjustment remain effective.

5.4 If the User or the legal entity or the international branch that he/she represents fails to pay the annual maintenance fee on a year basis, then the LEI will become lapse. If the User or the legal entity or the international branch that he/she represents reapplies for annual maintenance, then the LEI will become active. The annual maintenance fee during the lapsed period shall be collected by CFCC. The detailed fee and payment method recognized by CFCC will be published on the website of the System.

² Subject to Beijing time.

6. System Interruption or Failure

6.1 The CFCC cannot guarantee that the System or its Service can be used at any time, especially during the maintenance period of the System. The CFCC has the right to suspend access to the System temporarily in order to do data backup and Service maintenance.

6.2 In case the System ceases normal operation due to the force majeure to the effect that the User can not use the Service, the CFCC shall bear no liability.

7. Entire Agreement

7.1 The term of Service is composed of this Agreement and those publicly released rules by the System. The relevant nouns can be quoted as references to each other. If any different understanding occurs, the term of Service shall prevail.

7.2 If the User understands and agrees with the term of this Agreement, it is deemed as the User understands and agrees with all the contents hereof. Once the User starts using the Service, the User and the legal entity that he/she represents and CFCC will be bound by the all the contents hereof.

7.3 If part of the term of this Agreement is judged as illegal by the court of competent jurisdiction, the validity of other part hereof shall not be affected.

8. Protection of Intellectual Property Rights

8.1 Except for the products or Services provided by a third party, the intellectual property rights (including but not limited to trademark right, patent right, copyright, business secrets) of all the contents of the System (including but not limited to copies, pictures, files, information, materials, structure, page design) are exclusively owned by CFCC. Without prior written consent of CFCC, no person shall be allowed to use, modify, duplicate, publicly disseminate, change, distribute, or publish the system program or content. The Users are obliged to respect intellectual property right, which if is violated, the User and the legal entity or the international branch that he/she

represents shall be liable for damages.

8.2 To protect the GLEIS against the possibility that, under the copyright legislation or any other legislation applicable (whether now existing or later created), an LEI and its LE-RD and relationship data might enjoy intellectual property rights of whatever type, extent and legal nature. The CFCC and the User or the legal entity or the international branch that he/she represents confirm that any such rights are fully and irrevocably transferred from the User or the legal entity that he/she represents to the CFCC.

9. Duration and Termination

9.1 This agreement is effective, notwithstanding termination, as long as the Legal Entity or the international branch exists and as long as the CFCC exists, whichever is shorter.

9.2 This agreement is terminated under the following circumstances, where the registration fee and the renewal fee will not be refunded:

9.2.1 A transfer of LEI to a different LOU or to GLEIF;

9.2.2 The User or the legal entity or the international branch that he/she represents abandoning its status as Legal Entity with an LEI;

9.2.3 A deprivation of the LEI due to non-compliance of the User or the legal entity or the international branch that he/she represents with requirements in the course of re-validation;

9.2.4 Termination with immediate effect by the CFCC, and without any liability of the CFCC for any damages caused by such termination, in the event that the Master Agreement of the CFCC with GLEIF is terminated.

9.3 Termination with immediate effect for cause in the event of severe or repeated violation of contractual duties, for which no remedy is possible or the remedy is refused despite a reasonable remedy period; the CFCC will not refund the registration fee and the renewal fee.

9.4 The CFCC reserves the right to cancel the LEI of a Legal Entity or the

international branch under Clause 9.3 or when breach of the Terms of Use is committed by the User or the legal entity or the international branch that he/she represents.

10. Applicable Law and Jurisdiction

The validity, interpretation, modification, implementation and dispute resolution hereof are all subject to relevant laws of People's Republic of China.

If any dispute arises from the terms of the Agreement, the parties shall resolve the dispute in the spirit of friendly negotiation. When the negotiation fails, a lawsuit shall be filed with the People's Court at the place of CFCC in accordance with regulations of People's Republic of China.

11. Language

This agreement is written in Chinese and translated into English. In the event of any discrepancy between the two versions, the Chinese version shall prevail.