

Terms of Use (2020.10.16)

of the

China Financial Computerization Corporation (CFCC)

A1, Xinannanli, Youanmennei Street, Xicheng District, Beijing, China 100053

regarding the look-up and download of LEIs, LE-RD and relationship data from this website by anyone

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 worldwide unique Legal Entity Identifiers ("LEI", "LEIs") and LEI repositories with certain additional information about the relevant legal entities ("Legal Entity Reference Data", "LE-RD" and relationship data).
- C. The website <http://www.leichina.org> allows users to access CFCC'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 CFCC's discretion. Any LEI data, LE-RD and relationship data access from <http://www.leichina.org> 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 CFCC under these Terms of Use and further described below, provided on this website <http://www.leichina.org>.

"**LOU's LEI Repository**" shall mean the database and/or Common Data File Format file output operated by CFCC with at least all LEIs, LE-RD and relationship data managed by CFCC.

"**GLEIF Trademark and Logo**" shall mean the trademark and go of GLEIF as shown on <https://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 CFCC website.

"LEI relationship data" shall mean the information available in the LEI Repository in relation to the "ultimate accounting consolidating parent" and the "direct accounting consolidating parent" of legal entities. The categories of data currently included in the relationship data are listed on CFCC website.

"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 LOU is an authorized LOU.

"We", "us", "our" or equivalent terms shall refer to CFCC.

"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 LEIs and/or related LE-RD and relationship data from the CFCC's LEI Repository and/or Common Data FileFormat file.
- 2.2 The Access Service on the website <http://www.leichina.org> is provided for free and without any technical barriers.
- 2.3 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, LE-RD and relationship data are provided, we do have to reserve the right to suspend or modify the Access Service or any of the Terms of Use unilaterally.

3. SERVICE LEVEL

We take every reasonable effort that the website <http://www.leichina.org> 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.leichina.org>.

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, LE-RD and relationship data 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 and relationship data on <http://www.leichina.org> 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 trademark, please contact GLEIF at the address indicated on <https://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, LE-RD and relationship data downloaded by you through the Access Service, are provided or supported or authorized or granted or otherwise associated by or with GLEIF or CFCC.
- 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, LE-RD and relationship data may be a part of such product or service, are services or products of GLEIF or CFCC or any LOU, or that you are part of, or in a special relationship to, GLEIF and/or the GLEIS and/or CFCC and/or any LOU.
- 4.4 You agree that GLEIF and CFCC 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 for any single case of non-compliance.

5. DISCLAIMER OF WARRANTIES AND WAIVER OF LIABILITY

- 5.1 THE LEIS, THE LE-RD AND RELATIONSHIP DATA 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, LE-RD AND RELATIONSHIP DATA 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, LE-RD AND RELATIONSHIP DATA.

- 5.3 IN PARTICULAR, WITHOUT LIMITATION, YOU RECOGNIZE THAT THE ISSUANCE OF LEIS AND COLLECTION OF LE-RD AND RELATIONSHIP DATA 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.leichina.org>. 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.leichina.org> ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 5.5 THE RESERVATIONS OF THE LICENCE (SEE SECTION4) APPLY.

6. APPLICABLE LAW AND JURISDICTION

- 6.1 The validity, interpretation, modification, implementation and dispute resolution hereof are all subject to relevant laws of People's Republic of China.
- 6.2 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.
