
LuxCSD LEI Service

Terms and Conditions

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Foreword

By using LuxCSD ("the LOU" or "LuxCSD") LEI service, you agree to the following:

Please read these terms and conditions before using this LuxCSD LEI service. For the purpose of these terms and conditions, the term "you" refers to either the company subscribing and using the LuxCSD LEI service or the company subscribing on behalf of another legal entity. Accordingly, you represent and warrant that you are duly authorised and have the capacity to request the Legal Entity Identifier ("LEI") and to execute and perform these terms and conditions. By accessing this LuxCSD LEI service in any manner (whether automated or otherwise), you agree to be bound by these terms and conditions, any additional documents referenced hereto as it may apply to specific areas of this LuxCSD LEI services. You acknowledge that you shall receive only one single LEI per legal entity as supervised by the Global Legal Entity Identifier Foundation ("GLEIF"). This prohibits requesting a second LEI at either the same LOU or any other local operating unit. It is your responsibility to ensure that no duplicates of your LEI, or the LEI you requested on behalf of another legal entity, are requested or created. You also agree to transfer of rights pertaining to any data becoming part of the Legal Entity Reference Data ("LE-RD") to LuxCSD.

We reserve the right to change these Terms and Conditions at any time. Such changes will be effective when posted. By continuing to use the LuxCSD LEI Service after we post aforesaid changes, you accept the Terms and Conditions as modified.

Collection and validation of data

The collection of the data by LuxCSD takes place at your initiation and this data remains under your control at all time and can be modified at any time at your request by submitting the information to LuxCSD. LuxCSD reserves the right to modify your data as necessary or to ensure compliance with GLEIF requirements. Personal data are collected, processed and used by LuxCSD for the purpose of the LEI Service in accordance with Luxembourg and European Data Protection Laws.

You hereby agree and authorise LuxCSD to:

- i) gather and collect any required information; and
- ii) confirm and validate all information that you

provide with third parties, including public registries. You consent to our further distribution of all of this information and appoint us as your agent in fact to the extent necessary for us to gather and confirm any required information. In particular, you consent to the collection and processing by third party service providers of the data provided by you while using the service of assignment of LEI numbers to legal entities ("Legal Entity Identifier Service") in order to benefit you. It is your responsibility by accessing, using or providing personal information to LuxCSD for the LuxCSD LEI services, to comply with all applicable laws and regulations and you accept to bear all consequences resulting from non-compliance with these requirements. It is your responsibility to ensure that the information about yourself, and/or the entity to receive the LEI supplied to LuxCSD for the purpose of the Legal Entity Identifier Service is true, full, authentic, accurate, complete, up-to-date. LuxCSD shall not be liable for the material and information that you provide to LuxCSD for the LuxCSD LEI service, as the case may be, and you acknowledge and accept that LuxCSD has no obligation to monitor or verify the accuracy or the completeness of such information provided beyond the requirements of GLEIF. It is your obligation to review the LE-RD at least once annually, to verify its accuracy in accordance with the requirements established by GLEIF. You are responsible for keeping such information up-to-date and to promptly submit any changes regarding any aspect having an actual or potential influence on the LEI and/or LE-RD, as well as your contact and/or invoicing details for the LEI.

When required by mandatory law, per internal LOU controls or per any GLEIF standards, the user accepts that LuxCSD may need to change the LE-RD for the LEI. For challenges submitted to LuxCSD on the LE-RD for the LEI by other Third parties, LuxCSD will evaluate the challenge applying GLEIF standards and will communicate changes to the user by email.

Data protection

- i) In order to provide the LuxCSD LEI Service to you, we must collect and process a limited number of personal data on you, such as, including but not limited for example your name, title, job title, company name, company address, VAT number, individual and group email addresses, phone number, user authority and IP address. In addition, should you provide to LuxCSD payment or bank details, we may collect and process additional personal information about you or your company.
- ii) The above data is collected for the sole purpose of providing you with the LuxCSD LEI Service. The personal data will be processed by us and by our service providers at the discretion of LuxCSD.
- iii) Individuals have a right of access to and of rectification of the personal data we collect, hold and process on them. These rights can be exercised by contacting lei.service@luxcsc.com.

LuxCSD shall not be held liable for any damage of any kind, losses or expenses arising out of the direct or indirect use of the LuxCSD LEI service. You shall be obliged to review at least once annually the LE-RD to assess its accuracy and renew the LEI accordingly. The user accepting these terms and conditions is obliged to make annual payment to LuxCSD for the re-validation and renewal of the LEI. Designation or transfer of the payment obligation to another party requires authorisation of the party concerned and validation by LuxCSD prior to the provision of the LEI Service concerned.

You acknowledge that the issuance of an LEI, and its yearly renewal, is subject to requirements established by LuxCSD, the GLEIF and ROC. LuxCSD will not be liable should the entity or third party fail to maintain the LEI as may be required by the relevant regulators or other parties.

1. Responsibility for Public Posting

You alone are responsible for the material you herewith authorise LuxCSD to provide GLEIF with the required LE RD and to include the data in the LuxCSD LEI repository the Common Data File Format (CDF) file output operated by LuxCSD S.A under the CC0 license. Beyond GLEIF validation requirements, LuxCSD does not control the material that you or others may request to include in the LE-RD or otherwise make available in

such areas and you understand that LuxCSD has no obligation to monitor any such material or to edit or delete it. However LuxCSD reserves the right to do so to ensure compliance with GLEIF standards.

LuxCSD shall only provide the LE-RD on your behalf and shall not be responsible for their accuracy or legality.

2. Communications

You hereby consent to receive communications from LuxCSD in an electronic form and you agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect your non-waivable rights. You shall use English as an official language for any formal notices. You shall provide any information, applications and requests to LuxCSD duly signed and dated by your authorised signatories and/or the legal entities who authorise you to act on their behalf for LEI services.

In the event of communication dispatched by regular mail or email, LuxCSD accepts no legal responsibility for delays or non receipt.

As is normal practice within financial organisations, LuxCSD has implemented telephone line recording. The main purpose of telephone line recording is to ensure that the interests of LuxCSD and of its customers are protected against misunderstanding or miscommunications under the provisions of the applicable laws. Recorded telephone conversations may be listened to for the purpose of clarifying the content of business dealings to determine whether business dealings have been conducted, determine the content of business dealings that have been conducted, collate evidence in preparation for arbitration, litigation or private settlement negotiations, determine what information has been provided to third parties including statements made to the press.

3. Change, suspension or/and termination and transfer

LuxCSD reserves the right to make changes to, or to suspend or discontinue (temporarily or permanently), the publishing of the LE-RD you provided for the upload on the website by LuxCSD and/or as required by GLEIF. LuxCSD shall not be held liable to you or to any third party for any such modification, suspension or discontinuance. LuxCSD reserves the right to remove, at any time and for any reason, including for any violation by you of these terms and conditions the publication of the LE-RD. In the event that the LuxCSD LEI Service is suspended, you will continue to be bound by these terms and conditions that were in effect as of the date of your suspension or termination. The contract shall terminate with immediate effect, and without any liability of LuxCSD for any damages caused by such termination, in the event the contractual relationship with GLEIF terminates, your entity no longer exists or the LOU no longer exists; whichever is shorter. You shall be able to terminate if one of the following events occurs:

- i) a transfer of your entity's LEI to another LOU or to GLEIF
- ii) your entity is abandoning its status as a legal entity with an LEI, and
- iii) a deprivation of the LEI due to non-compliance of your legal entity with requirements in the course of re-validation. You acknowledge that the termination by LuxCSD shall be possible in the event of a severe or repeated violation of contractual duties, for which no cure is possible, or cure has been refused despite a reasonable cure period, at the discretion of LuxCSD.

You acknowledge that GLEIF reserves the right to request a transfer of your entity to another LOU than LuxCSD. You shall be able to request such a transfer and/or allow such other LOU to request such transfer on your behalf, and at no further costs in compliance with the requirements of GLEIF. The contractual obligations to make annual payments to LuxCSD for annual renewals will cease upon the finalisation of any such transfer. Any pre-payments of annual renewals will not be refunded in the event of a transfer.

4. Fees and invoicing

The LuxCSD LEI Service for LEI issuance and annual renewal will be payable in full to LuxCSD as per the prices in the fee schedule to this Agreement. The user is required to make annual payment for the re-validation and renewals of all LEIs requested. LuxCSD will issue invoices for the services provided on a monthly basis and prompt payment is required. Fees are due upon receipt of the LEI invoice and are payable in full, in Euro, without deductions by wire transfer or SEPA Direct Debit mandate. LuxCSD reserves the right to request payment in advance of LEI issuance or renewal. Arrears in payment of fees due will result in suspension of further LEI issuance or renewals or require advance payment thereof. If an LEI is duplicated due to an error in your request, you shall not receive any reimbursement for the fee incurred or to be incurred. LuxCSD may annually review its fee schedule and unilaterally determine new fees. The fee updates will be published as an update to the fee appendix of these Terms and Conditions.

5. Claims policy

Any request from a customer to recognise a right or to redress a harm is to be addressed to the LEI service in writing at lei.service@luxcsd.com. This request will have to be supported by a clear and complete argumentation. The claim will then be handed over to the LuxCSD Claims department who will investigate it in full in order to assess LuxCSD's liability to the customer. If a customer disagrees with the LuxCSD Claims department liability assessment, they may file a request with the "Commission de Surveillance du Secteur Financier" (CSSF), acting as an out-of-court complaint resolution body. Details about the purpose and principles of the procedure can be found in CSSF Regulation N°16-07.

6. Amendments

LuxCSD may amend these terms and conditions at any time by publishing the amended terms and conditions on its website. Such changes shall be effective and legally binding when published on the internet site of LuxCSD or as otherwise expressly notified by LuxCSD.

7. Dispute settlement

The Parties agree that any disputes, controversies or claims arising out of, or in connection with, these Terms of Use and your use of the Access Service should be solved whenever possible amicably by informing as soon as possible the other Party by registered letter/return receipt requested, giving the full facts and exact references to the provisions of these Terms of Use which it believes to be in violation, providing reasons for its positions so as to enable the other Party to consider the issue in all relevant aspects. If the Parties are unable to resolve the matter themselves within 30 calendar days after the formal notification, either Parties agree to submit their dispute to the exclusive jurisdiction of the competent courts in Luxembourg, Grand Duchy of Luxembourg, for all disputes arising out of, or in connection with, these Terms of Use.

8. Applicable law and competent jurisdiction

These Terms and Conditions for the LEI Service, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the Grand Duchy of Luxembourg. Any arising dispute will be exclusively submitted to the competent courts of the city of Luxembourg.

Appendix: Fee schedule

Please note that all fees related to LEI allocation are calculated on a cost-recovery basis as mandated by the Global LEI Foundation (GLEIF). All prices listed are subject to VAT as applicable. Rebates of 11% on LuxCSD LEI issuance or renewal fees are offered to users requesting 5 LEIs or more. Rebates do not apply to GLEIF surcharge.

Type of action	Base fee (EUR)	GLEIF Surcharge Fee (EUR)*	Total fee (EUR)
LEI Registration	139.00	10.00	149.00
LEI Renewal	78.00	10.00	88.00
LEI Bulk Registration (min. 5 LEIs)	123.71	10.00	133.71
LEI Bulk Renewal (min. 5 LEIs)	69.42	10.00	79.42
LEI Challenge	Free of charge	None	Free of charge
LEI transfer to/fromLuxCSD	Free of charge	None	Free of Charge

* Each issuance and renewal request is subject to surcharge of 10 EUR that is passed on to the GLEIF (USD 11 equivalent as of 1 January 2019). This reduced fee is applicable only to issuances and renewals taking place as of 1 January 2019.

Each issuance and renewal request done in 2018 was subject to surcharge of 14 EUR that is passed on to GLEIF. Each issuance and renewal request done in 2017 was subject to surcharge of 16 EUR that is passed on to GLEIF.

Other LEI costs

If access to a paying service is required to validate data provided by the user or additional services are provided the costs may be charged to the user.

LuxCSD may annually review its fee schedule and unilaterally determine new fees. The fee updates will be published as an update to this fee appendix to the Terms and Conditions.

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