



Third Party Data Provider Terms – Sanctions Monitoring and Infrastructure Service

The provider, BigTXN Limited (“**BIGTXN**”) of the sanctions data (“**Data**”) that forms part of the Sanctions Monitoring and Infrastructure Service, requires that FundApps pass on the additional terms as set out here prior to providing the Sanctions Monitoring and Infrastructure Service to the Client.

The Client agrees to the following additional terms for the Sanctions Monitoring and Infrastructure Service only:

- a) that the Data shall only be used for internal business purposes only and for use related to complying with regulatory requirements;
- b) access to the Data and will be limited to the Client and its Users only;
- c) that the Client may not:
 - i. distribute the Data by making the Data (wholly or in part) accessible (including the provision of access through a database or other application populated with the Data, re-selling, sub-licensing, transferring or disclosing the Data) by any means, including any electronic means;
 - ii. use the Sanctions Monitoring and Infrastructure Service for any purpose contrary to any law or regulation or any regulatory code, guidance or request; or
 - iii. remove any trade marks or identifiers associated with the Sanctions Monitoring and Infrastructure Service;
- d) that the Client is bound by any legends, disclaimers, and notices appearing from time to time in connection with the Sanctions Monitoring and Infrastructure Service;
- e) that the Client recognise the BIGTXN’s Intellectual Property Rights;
- f) that FundApps may suspend or terminate the Sanctions Monitoring and Infrastructure Service to the Client immediately on breach of any of the above provisions and for any material breach by the Client of any provision of the FundApps General Terms;
- g) that all warranties or representations as to, and all liabilities whether in contract, tort (including negligence) or otherwise in relation to, the quality, fitness for purpose, accuracy, completeness or timeliness of the Data or the Sanctions Monitoring and Infrastructure Service or as to the results to be attained by or (whether or not based on the Data) as to any course of action determined by the Client are (to the extent permitted by law) excluded or (to the extent that any such exclusion is not permitted by law) limited to the minimum sum likely in all the circumstances to be legally enforceable, vis-à-vis BIGTXN;
- h) that the Order Form between FundApps and the Client for the Sanctions Monitoring and Infrastructure Service may be terminated in the event that the agreement between FundApps and BIGTXN is terminated for any reason. Unless such termination was due to a breach by the Client of these additional terms, in the event of such termination, FundApps shall issue a pro-rated refund of the Fees paid by the Client for the Sanctions Monitoring and Infrastructure Service in that Contract Year; and
- i) that copies of the Data and the materials provided for the Sanctions Monitoring and Infrastructure Service may only be made to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing.