



RiskSpotlight Portal Terms & Conditions

1. Introduction

Please read this carefully. These Terms & Conditions set out the terms on which you may subscribe to use the RiskSpotlight Portal.

By accessing the RiskSpotlight Portal (the "Site") you are agreeing to these Terms & Conditions. If you do not agree with the Terms & Conditions you should not take out a subscription or use the RiskSpotlight Portal. If you have any queries regarding these Terms & Conditions or any other element of the subscriptions process then please contact us. We recommend that you print a copy of these Terms & Conditions for your records.

These Terms & Conditions were first published on June 22, 2015.

References in these Terms & Conditions to "RiskSpotlight" (or "we", "us" or "our") refer to:

RiskSpotlight Limited a company registered in England and Wales under company number 8323104 and with Registered address at: 17 Manor Road, East Molesey, Surrey KT8 9JU, United Kingdom.

From time to time RiskSpotlight may run promotions and surveys on the Site. These are subject to additional Terms & Conditions that will be made available at the time they are run.

2. Access and Use

General: The RiskSpotlight Risk Categorisations, Risk Title, Risk Descriptions, Mapping between RiskSpotlight Risk Categories and Basel Risk Categories and Mapping between risks and external content on the RiskSpotlight Portal (the "Framework"), belong to RiskSpotlight. RiskSpotlight own all intellectual property rights (including copyright and database rights) to this Framework and any selection or arrangement of the Framework. You may not use any RiskSpotlight Portal information for any other purpose or for any unlawful purpose. Except as expressly set out above, you may not reproduce, redistribute, publish, broadcast, transmit, modify, adapt, create derivative works of, store, archive, frame or in any way commercially exploit any of the Framework.

You acknowledge that "RiskSpotlight" and "RiskSpotlight Portal" are brands and that you may not use them without prior written permission from RiskSpotlight.

Access by Children: Some content that is accessible on or via the Site may not be appropriate for children under the age of 18. For this reason, parents or guardians who wish to allow their children to access the Site should carefully supervise their children's access to and use of the Site and determine whether or not such content is appropriate for their children.

International use: The Site is maintained, controlled and operated by us from our facilities in the United Kingdom. We make no representation that the Site or content accessible on or via the Site is appropriate or available for use in other locations. If you access and use the Site from any other jurisdiction, you do so on your own initiative and at your own risk and are responsible for complying with all laws and regulations that apply to your use of the Site and such content.

Language: If we have provided you with a translation of the original English-language version of any information available on the Site, the translation is provided for your convenience only. If there is any inconsistency between the English-language version and the translation, the English-language version shall take precedence. In each case, the English-language version is available on the Site.

Governing law: The Site is provided on the basis that these terms and any dispute or claim connected with the Site (contractual or non-contractual) shall be governed by, and construed in accordance with, the law of England, whose courts shall have exclusive jurisdiction.

Limitations of liability: While we make every effort to ensure the accuracy and reliability of our services, we make no warranties or guarantees as to their suitability for any purpose. We accept no responsibility for any use made of the information provided.

Certain links on the Site lead to websites over which we have no control. We cannot accept any responsibility for such websites, or for your use of them, or for their accuracy, completeness, legality, satisfactory quality, fitness for purpose, freedom from a computer virus, operability or availability. The presentation of links to external websites on the Site does not imply any association with, nor endorsement by or of, the publishers of such websites. We encourage you to be aware when you leave the Site and to read the legal notices and policies of each other website that you visit.

Nor do we warrant, guarantee, endorse or assume responsibility for any product or service advertised or offered by a third party through the Site or any linked website.

Accordingly, we shall not be liable to you for any loss or damage of any kind arising out of or in any way relating to the Site, our services, your use of (or inability to use) the Site and/or the materials, information or other content accessible on or via the Site (whether or not we have been advised of, or should have been aware of, the possibility of any such loss or damage arising). Nothing, however, in this Terms & Conditions excludes or limits our responsibility for any liability that cannot be excluded or limited under applicable law.

Changes to these Terms & Conditions: We may change the Terms & Conditions from time to time. If so, we will post the revised version on the Site. You are encouraged to check the terms of such revised versions. If the changes are significant, we will provide a more prominent notice and/or email notification of the changes. If you use the Site after the date on which the



Terms & Conditions have been changed, we will treat such use as your consent to the revised Terms & Conditions.

3. Registration

On registration, you must provide RiskSpotlight with accurate, complete registration information and it is your responsibility to update and maintain changes to that information on the applicable registration page. RiskSpotlight is entitled to rely on any information you provide to us.

On completion of subscription, all users covered by the subscription, will receive a unique user-id and password to access the Site. Each user will be responsible for changing their provided password to their preferred password. We recommend that you do not select an obvious password (such as your name) and that you change it regularly.

RiskSpotlight does not permit sharing of access to the Site.

You are responsible for all use of the Site made by you and for preventing unauthorised use of your access details. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your access details or any payment information, you must notify RiskSpotlight immediately.

4. Subscriptions

General: RiskSpotlight reserves the right to reject any subscription request for any reason and without giving any reason. A contract with you for your subscription will come into effect upon receipt of your RiskSpotlight Portal login details.

RiskSpotlight reserves the right to suspend or terminate your subscription if you breach these Terms & Conditions, with or without notice and without further obligation to you.

Once your application to subscribe has been received, RiskSpotlight will aim to commence access to the RiskSpotlight Portal within 48 Hours. Neither any failure to commence access within the foregoing timescales nor any failure to meet subsequent access timescales shall constitute a breach of these Terms & Conditions by RiskSpotlight.

We may use third parties to assist us in the provision of the subscription services.

Pricing and Payment: The subscription prices are set out on the pages which contain our subscription process. You agree to pay any subscription fees at the rates in effect when the charges are incurred. You may also have to pay any applicable local taxes. You will pay at the frequency specified on the applicable subscription page. With the exception of any cancellation rights you have, RiskSpotlight does not provide refunds for the Site once access has



been delivered. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription. Unless RiskSpotlight has agreed to fix the subscription price for the duration of your subscription, RiskSpotlight may vary the charges payable by you. RiskSpotlight may lower the charges payable by you without notice but may only increase the charges on 4 weeks notice to you.

The subscription fee is exclusive of any charges or fees your bank or credit card company may charge you for the payment transaction to RiskSpotlight.

You must provide us with complete and accurate payment information. You can pay online by credit or debit cards stated on the subscription page or by other methods that we may make available. In no event shall RiskSpotlight be responsible for lost orders or payments. In the case of unauthorised payments RiskSpotlight reserves the right to suspend or terminate your subscription. RiskSpotlight reserves the right to cooperate with the relevant authorities in the event that RiskSpotlight, at its sole discretion, suspects that any payment is fraudulent or otherwise unlawful.

Renewals: We will notify you when you are within one month of the end of your current subscription. This will indicate the action required by you to continue your subscription uninterrupted or upgrade your access.

Cancellation and Refunds: The following Terms & Conditions apply for cancellation of a RiskSpotlight Portal subscription and any subsequent refunds that may apply.

As RiskSpotlight Portal offers content as its primary service, subscribers are not entitled to a refund, after the access details (username and password) to the RiskSpotlight Portal has been shared with the subscribers.

Subscribers can cancel their subscription at anytime during the subscription period. However, the cancellation will only take effect at the end of their current subscription period.

To cancel your subscription, you must inform us by sending us an email at customerservice@riskspotlight.com. Specify "Cancel RiskSpotlight Portal Subscription" in the subject of the email. In the email, you must also provide us with your username, which is used to access the RiskSpotlight Portal. Optionally, also provide us with a reason for your cancellation; so we can review such feedback to further improve our products and services.

5. WARRANTIES AND LIMITATION OF LIABILITY

This Site (and the Framework within it) are only for your general information and use and are not intended to address your particular requirements. RiskSpotlight is not responsible for any use of the Site or the services available through it by you outside their intended scope as stated in these Terms & Conditions.

LIMITED WARRANTY



What we can guarantee: RISKSPOTLIGHT SHALL DEVELOP AND OPERATE THE SITE AND THE RELATED SERVICES WITH REASONABLE SKILL AND CARE AND HAS REASONABLE SECURITY PROCEDURES IN PLACE.

What we cannot guarantee: EXCEPT AS SET OUT IN THE PARAGRAPH ABOVE, RISKSPOTLIGHT DOES NOT GIVE ANY WARRANTIES IN RESPECT OF THE SITE/SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, RISKSPOTLIGHT HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT ANY DUTIES OF GOOD FAITH), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR STATUTORY WARRANTIES, AND ANY WARRANTIES OR DUTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, PERFORMANCE, AVAILABILITY, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT. NEITHER DO WE PROVIDE ANY WARRANTY THAT ANY SITE IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

OUR LIABILITY EXCLUSION

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT RISKSPOTLIGHT WILL NOT BE LIABLE TO YOU FOR ANY LOSSES WHICH RELATE TO YOUR BUSINESS OR INVESTMENT CHOICES OR WHICH ARE NOT A DIRECT CONSEQUENCE OF YOUR USE OF THE SITES/SERVICES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF PRIVACY OR LOSS OF OR DAMAGE TO DATA) OR WHICH ARISE AS A RESULT OF YOU USING THE SITES/SERVICES OUTSIDE THE SCOPE OF THESE TERMS AND CONDITIONS.

IN ADDITION TO BUT SEPARATE FROM THE ABOVE SPECIFIC EXCLUSION AND TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, YOU ALSO AGREE THAT RISKSPOTLIGHT WILL NOT BE LIABLE TO YOU FOR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SITE/SERVICES.

YOUR REMEDIES

RISKSPOTLIGHT SHALL USE REASONABLE ENDEAVOURS TO PROMPTLY REMEDY ANY FAULTS IN THE SITES/SERVICES OF WHICH IT IS AWARE.

YOU AGREE THAT YOUR ONLY OTHER REMEDY (INCLUDING FOR NEGLIGENCE) FOR ANY DAMAGES THAT YOU INCUR ARISING OUT OF YOUR USE OF THE SITE/SERVICES (TO THE EXTENT THAT



RISKSPOTLIGHT'S LIABILITY IS NOT EXCLUDED BY THIS SECTION 5) IS LIMITED TO THE DIRECT DAMAGES YOU ACTUALLY INCUR ARISING OUT OF YOUR USE OF THE SITES/SERVICES. THIS IS SUBJECT TO A LIMIT EQUAL TO THE ANNUAL FEE PAID BY YOU TO RISKSPOTLIGHT (OR OUR AGENTS) PURSUANT TO THESE TERMS AND CONDITIONS DURING THE YEAR IN WHICH THE DAMAGE IS INCURRED. YOU MAY AT YOUR OPTION RECEIVE A SUBSCRIPTION TO THE EQUIVALENT VALUE OF THIS LIMIT IN PLACE OF MONETARY DAMAGES.

IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE ABOVE LIMIT ON OUR LIABILITY IS UNENFORCEABLE, THEN YOU AGREE THAT IN ANY EVENT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED DAMAGES GREATER THAN TWICE THE VALUE OF THE THEN APPLICABLE ANNUAL SUBSCRIPTION FEE.

OTHER INFORMATION

Without limiting the above, RiskSpotlight is not liable for matters beyond its reasonable control. RiskSpotlight does not control telephones, third party communications networks (including your Internet Service Provider), the Internet, Acts of God or the acts of third parties.

Notwithstanding anything else contained in the provisions of this Section 5, RiskSpotlight's liability will not be limited in the case of death or personal injury caused by RiskSpotlight's negligence.

6. Choice of Law and Jurisdiction

These Terms & Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

To the extent possible in the applicable jurisdiction, the parties irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms & Conditions.

For the exclusive benefit of RiskSpotlight and to the extent possible in the applicable jurisdiction, RiskSpotlight shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms & Conditions are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms & Conditions or (if different) the country of your principal place of business.

7. Contact Us

You may contact us by email. Our contact details are as follows:

Residents of All countries:

Email: customerservice@riskspotlight.com.

8. General



You may not assign, sub-license or otherwise transfer any of your rights under these Terms & Conditions. RiskSpotlight may assign its rights and obligations under the Terms & Conditions to any other company within the RiskSpotlight group of companies.

No provision of these Terms & Conditions shall confer any benefit on, or be enforceable by, any third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from any agreement to which these Terms & Conditions apply.

If any provision of these Terms & Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these Terms & Conditions does not constitute a waiver of that right or remedy. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or effect.