

TERMS AND CONDITIONS FOR API UTILITY

I] INTRODUCTION

1. 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.
2. 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").
3. Legal Entity Identifier India Limited (LEIL), a wholly owned subsidiary of The Clearing Corporation of India Limited, acts as a Local Operating Unit (LOU) for issuing globally compatible Legal Entity Identifier (LEIs) in India. LEIL is an 'issuer' authorised to issue LEIs under the Payment and Settlement Systems Act, 2007 as amended from time to time and regulated by the Reserve Bank of India.
4. LEIL is providing API (Application Programme Interface) Utility service for Users to access Global LEI System (GLEIS) database. The API Utility will validate the LEI Number along with the next renewal date and provide its current status.
5. The Users shall provide access to the API Utility to their Clients only.
6. LEIL reserves the right to determine the eligibility for offering the API Utility.

II] DEFINITIONS

"API Utility" shall mean the facility provided by LEIL under these Terms and Conditions. (API Utility is available at: <https://www.ccilindia-lei.co.in/>).

"Client" shall mean customers of the User.

"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 the LOUs.

"LEI Reference Data" and "LE-RD" (singular and plural) shall mean the information available in the Global LEI Repository in relation to LEI. The categories of data currently included in the LE-RD are listed on Common Data File Format.

"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 LEI and to issue LEIs.

"Registered Entity" shall mean such entity registered with LEIL for API Utility.

"User" means the user (s) of a Registered Entity permitted by LEIL to use the API Utility. Wherever the term User is referred it shall also mean the Registered Entity.

"User", "You", "your" or equivalent terms refer to any User of the API Utility. The mention of "GLEIS" and "GLEIF" in these terms and condition are for reference purpose only

III] API UTILITY

1. The API Utility enables Users to look-up and/or downloads individual LEIs and/or related LE-RD
2. The API Utility of LEIL is available only to Registered Entities.

IV] ENTITY LEVEL ACCEPTANCE

If the User is using the API Utility as a representative of Registered Entity, then the User represents that he/she is duly authorised and has the authority to accept these Terms and Conditions of API Utility on behalf of or for the Registered Entity. In such cases, wherever the term User is referred it shall mean the Registered Entity.

V] CONDITION OF USE

1. The following Terms and Conditions govern the use of the API Utility. By accessing, viewing, or using the information with the help of API Utility, User agrees to be bound by these Terms and Conditions;

1.1 User acknowledges that they do not have, and will not acquire any intellectual property or other proprietary rights in the LEIs and LE-RD as provided by the API Utility and that User do not, and will not, claim such rights.

1.2 User shall refrain from trying to circumvent technical restrictions or infecting the LEIL system with malware of any kind.

1.3 User acknowledges that they will not:

- (i) pose a security vulnerability to the API Utility or its Users;

- (ii) access the API Utility without testing the vulnerability of its systems or networks and suitably addressing any shortfall or defects (if any);
- (iii) access the API Utility or documentation in order to replicate or compete with the services offered by LEIL.;
- (iv) attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of API Utility;
- (v) submit data of any third party/Client without such third party's/Client's prior consent;
- (vi) submit materials that infringe misappropriate or violate the intellectual property, publicity, privacy or any other rights of any party;
- (vii) transmit any viruses, worms, defects, trojan horses or other items of a destructive nature.

2. User agrees that LEIL may modify these Terms and Conditions at any time. Such modifications will be effective as notified by LEIL from time to time. Your use of the website after such notification of amendments/ modifications will constitute your acceptance of the Terms and Conditions, as amended/modified. Users shall be responsible for regularly reviewing these Terms and Conditions

3. User agrees not to use the API Utility for any purpose that is unlawful or prohibited under these Terms and Conditions.

4. User accessing the API Utility agrees that they are solely responsible for:

- (i) the compliance, at all times with all applicable laws and regulations;

and

- (ii) the authenticity (KYC) of the Clients accessing the API Utility.

VI] Information Security

User shall be liable for any unauthorized use of API Utility or any unauthorized access by Clients.

VII] Indemnification

1. User agrees to indemnify and hold LEIL, its officers, members, and employees harmless from any claims, demands, or damages including attorney fees, asserted by any third party due to unauthorised access or use of API Utility or for any act in violation of these Terms and Conditions.

2. User agrees to indemnify and hold LEIL, its officers, members, and employees harmless from any claims, demands, or damages, including attorney fees, asserted by any third party that the

User product or service infringes or violates any patent, trademark, copyright or other proprietary right of such third party

3. Without prejudice to the generality of the foregoing, User agrees that LEIL may take any appropriate steps, including but not limited to any action that LEIL considers appropriate under extant applicable laws.

VIII] DISCLAIMER OF WARRANTIES AND WAIVER OF LIABILITY

1. The LEI and the LE- RD is made available to User through the API Utility provided on an "**as is**" and "**as available**" basis. LEIL make no representations or warranties of any kind, express or implied, thereto. User expressly agrees that any use thereof is at User's sole risk.

2. To the fullest extent permitted by applicable law, LEIL disclaims regarding LEIs, reference data or API Utility all warranties, express or implied, and liability, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. LEIL 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 API Utility or the LEIs and LE-RD.

3. In particular, without limitation, User recognizes that the API Utility is based on applications and information provided by third parties. LEIL 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.

4. In particular, without limitation, LEIL disclaims all liability for damages caused by any interruptions or errors in the functioning of the API Utility. Furthermore, LEIL disclaims all liability for any malfunctioning, impossibility of access, poor use conditions of the API Utility due to inappropriate equipment, disturbances related to internet service providers, saturation of the internet network, and for any other reason. Furthermore, LEIL does not warrant that the services, information and contents included on or otherwise made available to User through the services of API Utility are free of viruses or other harmful components.

5. Although LEIL will take serious steps to prevent the introduction of "viruses", "vandals", "worms", "trojan horses" or other destructive materials. LEIL does not guarantee or warrant that the API Utility or the materials that may be downloaded from this service do not contain such destructive features. LEIL is not liable for any damages or harm attributable to such features. If User relies on the API Utility and/ or any materials available through it, User shall do so solely at User's own discretion.

6. LEIL does not perform the KYC check on the LEI applicant and issuance of LEI shall not be deemed to be a Know Your Customer (KYC) check. LEIL provides services of LEI generation on the basis of validation of information from business registries or authorized public sources, where available. It is hereby agreed that, LEIL is not responsible for the KYC of the legal entity.

7. User shall refrain from creating, in whatever way, the impression that data and/or services, except the original LEIs and LE-RD downloaded by User through the API Utility, are provided or supported or authorized or granted or otherwise associated by or with LEIL.

8. User agrees to refrain from any actions or statements which may mislead the public and/or their Customers to believe that any products or services provided by User, even if LEIs and LE-RD may be a part of such product or service, are services or products of LEIL, or that User is part of, or in a special relationship to, LEIL.

9. User agrees that LEIL shall not be liable for any loss resulting from a cause over which LEIL does not have direct control, including but not limited to the failure of electronic or mechanical equipment, communication lines, telephone or other interconnected problems, computer viruses, unauthorized access, natural disasters, strikes, wars or government/judicial restrictions.

IX] TERMINATION

1. User agrees that LEIL has the right to terminate User's access to the API Utility at any time and for any reason without providing notice to User, upon violation of any of the Terms and Conditions set forth herein. If User wishes to terminate these Terms and Conditions, you may simply discontinue using LEIL API Utility service and by notifying LEIL upon which LEIL will terminate the user ids of the authorized users of Registered Entities availing the API Utility.

2. Any termination of the Terms and Conditions (howsoever occasioned) shall not affect any accrued rights or liabilities of User nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

X] GOVERNING LAW AND JURISDICTION

The Terms and Condition shall be subject to and construed and interpreted in accordance with the laws of India and submit to the exclusive jurisdiction of the courts in Mumbai.

XII] MATTERS OF CONSULTATIONS

If any matter which is not provided in the Terms and Conditions or if any question arises concerning the interpretation of this Terms and Conditions, LEIL and Registered Entity will confer in good faith and try to resolve the matter through consultations.

XIII] HEADING

The headings to the clauses of the Terms and Conditions are for ease of reference only and shall not affect the affect the interpretation or construction of the Terms and Conditions.

XIV] SEVERABILITY

If a court of competent jurisdiction declares any term or provision in these Terms and Conditions as invalid or unenforceable, the remaining Terms and Conditions shall remain in full force and effect.