Bloomberg Entity Exchange and Bloomberg Entity Intelligence Websites Terms of Service

ALL BLOOMBERG ENTITY EXCHANGE AND BLOOMBERG ENTITY INTELLIGENCE CUSTOMERS AND USERS:

IF YOU ARE A CUSTOMER OR AUTHORIZED USER OF BLOOMBERG ENTITY EXCHANGE OR BLOOMBERG ENTITY INTELLIGENCE (INDIVIDUALLY AND TOGETHER, THE “SERVICES”), YOU MAY ACCESS THE SERVICES THROUGH THE LOGIN LINK AVAILABLE ON THE SITE (AS DEFINED BELOW). PLEASE REFER TO THE AGREEMENT(S) AND SCHEDULE(S) THAT GOVERN YOUR USE OF THE SERVICES.

ALL VISITORS:

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE (“TOS”) FOR THE BLOOMBERG ENTITY EXCHANGE AND BLOOMBERG ENTITY INTELLIGENCE WEBSITES (collectively, the "Site") BEFORE USING THE SITE. By continuing to access, link to, or use the Site, you signify your acceptance of the TOS. Bloomberg Finance L.P. (“Bloomberg Finance”) reserves the right to modify the TOS at any time, effective immediately upon posting to the Site. Accordingly, please continue to review the TOS whenever using the Site. Your access, link to, or use of the Site after the posting of modifications to the TOS will constitute your acceptance of the TOS, as modified. If, at any time, you do not wish to accept the TOS, you may not access, link to, or use the Site. Any terms and conditions proposed by you in addition to or conflict with the TOS are expressly rejected by Bloomberg Finance, its general and limited partners, and its subsidiaries, and their respective general partners and affiliates (collectively, “Bloomberg”) and shall be of no force or effect.

References to “you” mean any user of the Site. When using the Site, you shall not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

A. General Terms

1. User Consent to the TOS. You agree to be bound by the TOS and represent and warrant that you: (i) have the power and authority to enter into this agreement; and (ii) are at least eighteen (18) years old or have reached the age of majority in your jurisdiction.

2. Intellectual Property. The Site is protected by copyrights, trademarks, service marks, international treaties and other proprietary rights and laws of the U.S. and other countries, and is protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual columns, photos, video, graphics and other elements making up the Site are also copyrighted works. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Site. You acknowledge that the Site has been developed, compiled, selected and arranged by Bloomberg and others...
(including other information sources) through the application of methods and standards of judgment and the expenditure of substantial time, effort and money and constitutes valuable intellectual property of Bloomberg and such others. You agree to protect the proprietary rights of Bloomberg and all others having rights in the Site during and after the term of this agreement and thereafter and to comply with all reasonable written requests by Bloomberg or its suppliers and licensors of content (“Suppliers”) to protect their and others’ contractual, statutory and common law rights in the Site. You agree to notify Bloomberg Finance in writing promptly upon becoming aware of any unauthorized access or use of the Site by any individual or entity or of any claim that the Site infringes upon any copyright, trademark or other contractual, statutory or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks and other proprietary rights under the laws of any governmental authority, including rights in and to applications and registrations, relating to the Site (the "Intellectual Property Rights") shall, as between you and Bloomberg, at all times be and remain the exclusive property of Bloomberg. Except as specifically permitted by the TOS or approved by Bloomberg Finance in writing, you may not for any purpose copy or make any use of the Site or any portion thereof or use the Intellectual Property Rights, or the names of any individual participant in, or contributor to, the Site or any variations or derivatives thereof.

3. License.

(i) Downloads. Any download of content from the Site must be in accordance with the TOS and is licensed to you by Bloomberg Finance ONLY for your own personal, noncommercial use in accordance with the TOS. You acquire no rights or licenses in or to the Site other than the limited right to use and access the Site in accordance with the TOS.

(ii) Submissions. If you submit material to the Site or to Bloomberg, unless Bloomberg Finance indicates otherwise, you grant Bloomberg a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and publicly display such content throughout the world in any form, media or technology now known or hereafter developed. You also permit any other user of the Site to access, store or reproduce such material for that user's personal use. You grant Bloomberg the right to use the name you submit in connection with such content. You represent and warrant that: you own or otherwise control all rights to the material you submit and that the material you submit is truthful and accurate, and that use of such material does not violate this TOS and will not cause injury to any person or entity. Bloomberg and its directors, officers, employees, representatives, successors, assigns, Suppliers and agents (the “Bloomberg Parties”), disclaim any responsibility and assume no liability for any material submitted by you or any third party.

4. Restrictions on Use. YOU MAY NOT USE THE SITE FOR ANY ILLEGAL PURPOSE OR IN ANY MANNER INCONSISTENT WITH THE TOS. YOU AGREE TO USE THE SITE SOLELY FOR YOUR OWN PERSONAL, NONCOMMERCIAL USE AND BENEFIT, AND NOT FOR RESALE, REPUBLICATION OR OTHER TRANSFER OR DISPOSITION TO, OR USE BY OR FOR THE BENEFIT OF, ANY OTHER PERSON OR ENTITY. YOU AGREE NOT TO USE,
TRANSFER, DISTRIBUTE OR DISPOSE OF ANY INFORMATION DISPLAYED ON THE SITE IN ANY MANNER THAT COULD COMPETE WITH THE BUSINESS OF BLOOMBERG OR ITS SUPPLIERS. YOU MAY NOT REPRODUCE, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, DISTRIBUTE, PUBLISH, DISPLAY, PERFORM, MODIFY, UPLOAD TO, CREATE DERIVATIVE WORKS FROM OR IN ANY OTHER WAY EXPLOIT ANY PART OF THE SITE, EXCEPT THAT YOU MAY DOWNLOAD OR COPY MATERIAL FROM THE SITE FOR YOUR OWN PERSONAL, NONCOMMERCIAL USE, PROVIDED THAT ALL VERSIONS RETAIN ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES. YOU MAY NOT OFFER ANY PART OF THE SITE FOR SALE OR DISTRIBUTE IT OVER ANY OTHER MEDIUM, INCLUDING BUT NOT LIMITED TO OVER-THE-AIR TELEVISION OR RADIO BROADCAST, A COMPUTER NETWORK OR HYPERLINK FRAMING ON THE INTERNET, OR SOCIAL MEDIA, WITHOUT THE PRIOR WRITTEN CONSENT OF BLOOMBERG FINANCE. THE SITE AND THE INFORMATION CONTAINED THEREIN MAY NOT BE USED TO CONSTRUCT A DATABASE OF ANY KIND, NOR MAY THE SITE BE STORED (IN WHOLE OR PART) IN DATABASES FOR ACCESS BY YOU OR ANY THIRD PARTY OR TO DISTRIBUTE ANY DATABASE. YOU MAY NOT ACCESS, MONITOR OR COPY ANY CONTENT OR INFORMATION ON THE SITE USING A ROBOT, SPIDER, SCRAPER, WEB CRAWLER OR OTHER AUTOMATED MEANS OR ANY SIMILAR MANUAL PROCESS. YOU MAY NOT VIOLATE THE RESTRICTIONS IN ANY ROBOT EXCLUSION HEADER ON THE SITE, IF ANY, OR BYPASS OR CIRCUMVENT OTHER MEASURES EMPLOYED TO PREVENT OR LIMIT ACCESS TO THE SITE. YOU MAY NOT VIOLATE THE SECURITY OF THE SITE OR ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO THE SITE OR COMPUTER SYSTEMS OR NETWORKS CONNECTED TO THE SITE THROUGH ANY MEANS. YOU MAY NOT USE THE SITE TO IMPROVE THE QUALITY OF DATA SOLD OR CONTRIBUTED BY YOU TO A THIRD PARTY. YOU MAY NOT USE ANY TRADEMARK TRADE NAME, SERVICE MARK, COPYRIGHTED WORK OR LOGO OF BLOOMBERG IN ANY MANNER THAT CREATES THE IMPRESSION THAT THEY INDICATE THE SPONSORSHIP OR APPROVAL OF BLOOMBERG, EXCEPT AS OTHERWISE PROVIDED HEREIN, AND YOU ACKNOWLEDGE THAT YOU HAVE NO OWNERSHIP RIGHTS IN AND TO ANY SUCH ITEMS. YOU MAY NOT USE THE SITE OR ANY TRADEMARKS, TRADE NAMES, SERVICE MARKS, COPYRIGHTED WORKS OR LOGOS OF BLOOMBERG IN UNSOLICITED MAILINGS OR SPAM. YOU MAY NOT SPAM OR SEND UNSOLICITED MAILINGS TO ANY PERSON OR ENTITY USING THE SITE. WHEN USING THE SITE, YOU SHALL: (i) NOT UPLOAD OR SEND ANY MESSAGE THAT IS UNLAWFUL, LIBELOUS, SLANDEROUS, OFFENSIVE, OBSCENE, VIOLENT, THREATENING, DECEPTIVE OR RACIALLY, ETHNICALLY OR OTHERWISE OBJECTIONABLE; (ii) NOT UPLOAD OR SEND ANY COMMERCIAL, PROMOTIONAL OR SOLICITATION INFORMATION; AND (iii) REMAIN FRIENDLY AND CIVIL AND TREAT ALL USERS WITH RESPECT AND SINCERITY.

5. Fees and Charges. The license granted herein is provided for free, but only includes limited access to the Site. Access to the Bloomberg Entity Exchange and Bloomberg Entity Intelligence products and related services requires you to enter into a separate agreement with Bloomberg, which agreement will govern your rights and responsibilities related thereto.

(i) Security. You agree promptly to notify Bloomberg of any known or suspected unauthorized use(s) of the Site or any known or suspected breach of security, including but not limited to, loss, theft, or unauthorized disclosure of a User ID. BLOOMBERG SHALL NOT BE LIABLE TO YOU OR ANY THIRD PERSON OR ENTITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE REQUIREMENTS.

(ii) Audit, Monitoring, and Disclosure of Information. Bloomberg reserves the right periodically to audit and monitor (physically or electronically) your use of the Site to ensure compliance with the TOS and to maintain and improve the provision of the Site. Bloomberg shall have the right to use and disclose information obtained from or input by you as part of any legal process or proceeding, as required by law or as otherwise permitted under the privacy policies that may be accessed from the Site.

7. Disclaimer and Limitation of Liability.

(i) Warranties. Each time you use the Site, you shall be deemed to represent, warrant and covenant to Bloomberg that: (a) you have all requisite regulatory and legal authority to enter into and be bound by the TOS; and (b) your use of the Site complies with all applicable laws, rules, and regulations. You covenant that you shall not use the Site or any information obtained through the Site in violation of any law.

(ii) Liability. NEITHER BLOOMBERG NOR ITS AFFILIATES MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SITE OR RESULTS TO BE ATTAINED BY YOU OR OTHERS FROM THE USE OF THE SITE AND EACH DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT. YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THE SITE AND ALL PORTIONS THEREOF ARE PROVIDED “AS IS” AND “AS AVAILABLE.” Bloomberg does not warrant that the Site is compatible with your equipment or that the Site, or that any electronic communications sent by Bloomberg or its affiliates, are or will be free of errors or viruses, worms or “Trojan horses,” or any other harmful, invasive, or corrupted files, and Bloomberg and its affiliates are not liable for any damage you may suffer as a result of such destructive features. None of Bloomberg, its affiliates, or their respective suppliers and third-party agents shall have any responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Bloomberg, its affiliates, any of their respective employees, subcontractors, agents or equipment vendors or otherwise, arising in connection with the Site, or for any lost profits, losses, incidental, consequential, special, punitive, or exemplary damages or for any claim against you by any other party, even if Bloomberg has been advised specifically of the possibility of such damages. None of Bloomberg, its affiliates, or their respective suppliers guarantees the accuracy, correctness, completeness, quality or timeliness of the Site or any programs, data or other information furnished in connection therewith. You are solely responsible for the accuracy and adequacy of the data and information you use and the resultant output thereof. Notwithstanding anything to the contrary set forth
herein, to the maximum extent permitted by law, none of Bloomberg, its affiliates, or their respective suppliers shall, directly or indirectly, be liable, in any way, to you or any other person for any inaccuracies, delays, errors or interruptions in the Site from whatever cause, or any loss or damage arising therefrom or occasioned thereby, or by reason of any nonperformance. Bloomberg does not control the content of other websites, services, goods or advertisements that may be linked to the Site and therefore is not responsible for the availability, content or accuracy of linked web sites, services, goods or advertisements. Notwithstanding the foregoing, the TOS shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. No action, regardless of form, arising out of or pertaining to the Site may be brought by you more than one year after the cause of action has accrued. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE SERVICE.

(iii) Force Majeure. No party shall be liable to the other for any default resulting from force majeure, which shall include any circumstances beyond the reasonable control of the party or parties affected.

(iv) Remedies. If you breach or threaten to breach any provision of the TOS, Bloomberg shall be entitled to seek injunctive relief to enforce the provisions hereof, but nothing herein shall preclude Bloomberg from pursuing any action or other remedy for any breach or threatened breach of these TOS, all of which shall be cumulative. If Bloomberg prevails in any such action, Bloomberg shall be entitled to recover from you all reasonable costs, expenses and attorneys’ fees incurred in connection therewith. Bloomberg retains the right to block access to the Site on a temporary or permanent basis if Bloomberg, in its sole discretion, believes the Site has been or may be used for an improper purpose or in violation of the terms of the TOS or the rights of any third party.

(v) Third-Party Communications. Bloomberg disclaims all liability for any third-party communication you may receive or any actions you may take or refrain from taking as a result of any communication directed to you from any third party directly or indirectly in connection with the Site provided herein (“Third-Party Communication”). You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communication. Bloomberg assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communication.

(vi) Release. In the event you have a dispute with another user of the Site, you release the Bloomberg Parties from any claims, damages, liabilities, costs or expenses, arising out of or in connection with such dispute.

8. Indemnification. You agree, at your own expense, to indemnify, defend and hold harmless the Bloomberg Parties from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ and experts’ fees, arising out of or in connection with
the Site, or any links on the Site, including, but not limited to: (i) your use or someone using your computer's use of the Site; (ii) a violation of the TOS by you or anyone using your computer; (iii) a claim that any use of the Site by you or someone using your computer infringes an Intellectual Property Right of a third party, or a right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Site by you or someone using your computer; (v) your breach of a representation or warranty herein; or (vi) your breach of any covenant or agreement to be performed hereunder. You agree to pay any and all costs, damages and expenses, including but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. Bloomberg reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bloomberg in asserting any available defense. You acknowledge and agree to pay Bloomberg’s reasonable attorneys’ fees incurred in connection with any and all lawsuits brought against you by Bloomberg under the TOS and any other terms and conditions of service on this Site, including without limitation for your failure to indemnify a Bloomberg Party pursuant to the TOS.

9. Termination. (i) You may terminate the TOS, with or without cause, and at any time by discontinuing your use of the Site and destroying all materials obtained from the Site. (ii) Bloomberg may terminate the TOS, or terminate or suspend your access to the Site, with or without cause at any time without notice and effective immediately. (iii) Bloomberg shall not be liable to you or any third party for the termination or suspension of the Site, or any claims related to termination or suspension of the Site. Upon any termination of the TOS, you must discontinue use of the Site and promptly destroy all materials obtained from the Site and any copies thereof.

10. Governing Law. The TOS shall be governed and construed in accordance with the laws of the United States of America and the State of New York, without giving effect to conflicts-of-law principles thereof. You agree to submit to the exclusive personal jurisdiction of the state and federal courts located in New York County in the State of New York with respect to any legal proceedings in connection with the Site or a dispute as to the interpretation or breach of the TOS, and hereby waive any objection to the propriety or convenience of venue in such courts.

11. United States Export Control & Foreign Assets Control Regulations. Bloomberg does not represent that materials in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws. By accessing the Site, you represent and warrant that you are not (i) located in, or a national or resident of, any country that is subject to U.S. trade sanctions administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) that prohibit the export of U.S. services, or (ii) a person or entity named on OFAC’s List of Specially Designated Nationals and Blocked Persons (the “SDN List”) or acting on behalf of any person or entity on the SDN List. To the extent that any software is made available as part of the Site, such software is subject to U.S. export controls and may not be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan,
Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (b) to anyone on or acting on behalf of an entity on the SDN List or the U.S. Commerce Department’s Denied Persons List or Entities List (together referred to as “U.S. Prohibited Party Lists”). By downloading or using such software, you represent and warrant that you are not (x) located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or (y) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

12. **Miscellaneous.** Bloomberg has the right to change the content or technical specifications of any aspect of the Site at any time in Bloomberg’s sole discretion. You accept that such changes may result in your being unable to access the Site. The failure of Bloomberg to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right. Sections 2, 3(ii), 4, 6(ii) and 7 through 19, and any other provision which by its nature ought to survive termination of the TOS, shall survive any termination of the TOS.

13. **Headings.** The section titles in the TOS are used solely for convenience and have no legal or contractual significance.

14. **Severability.** If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.

15. **Entire Agreement.** The TOS and any other terms and conditions of service on this Site constitute the entire agreement between you and Bloomberg and govern your use of the Site.

16. **Electronic Communications.** When you visit this Site or communicate with Bloomberg electronically, you consent to receive communications from Bloomberg electronically and electronically to execute documents. You agree that all notices, disclosures and other communications Bloomberg provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. Bloomberg will retain a copy of any agreement or document you sign electronically, including through the Site, and you are responsible for retaining a copy of any such agreement or document.

17. **Assignment/Delegation.** You may not assign or transfer the TOS or your rights hereunder, including but not limited to the limited right to use the Site in accordance with the TOS. Bloomberg may assign the TOS to an affiliated entity, partner or any third party. You acknowledge and agree that Bloomberg may delegate its responsibilities, obligations and duties under or in connection with the TOS to an affiliated entity, partner or third party, which may discharge those responsibilities, obligations and duties on its behalf.

18. **Parties/Third-Party Beneficiaries.** You recognize that Bloomberg and its affiliated entities, partners and Suppliers and their affiliated entities (together, the “Covered Entities”) each may have rights with respect to the Site, including the information and other items provided by Bloomberg and the Covered Entities by reason of your use of the Site. The TOS shall be for the
benefit of the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees, suppliers and representatives of the Covered Entities.

19. **Linking and Framing.** You may not frame this Site. Upon linking to this Site pursuant to the TOS, you will be granted a non-exclusive, non-transferable, royalty-free sublicense to use the BLOOMBERG mark owned by Bloomberg or its affiliates solely for providing an underlined, textual link from your web site to the publicly accessible home page of this Site at <www.ee.bloomberg.com>, provided that you do not link this Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy or publicity rights. You may not link your website to any other web pages of this Site and you may make no other use of the marks, names or logos of Bloomberg or its affiliates without express written permission from Bloomberg or its affiliates. Any violation of this provision may, in Bloomberg’s or any of its affiliate’s discretion, result in termination of your use of and access to this Site effective immediately.

B. **Inquiries Regarding This Site’s Content.** For inquiries, contact Bloomberg L.P., operating agent of Bloomberg Finance, at 731 Lexington Avenue, New York, NY 10022, Telephone: 212-318-2000, or any successor operating agent or other party as specified by Bloomberg from time to time.

C. **Intellectual Property.**

(i) General Inquiries. Please send general inquiries regarding intellectual property issues to pramundo@bloomberg.net.

(ii) Copyright Agent for Copyright Infringement Claims (Digital Millennium Copyright Act). The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is: Paul Ramundo, Bloomberg L.P., 731 Lexington Avenue, New York, NY 10022, telephone: 212-318-2000, facsimile: 917-522-2600, email: pramundo@bloomberg.net.

(iii) Trademark Notice:

BLOOMBERG;
BLOOMBERG PROFESSIONAL;
BLOOMBERG TERMINAL
BLOOMBERG MARKETS;
BLOOMBERG ANYWHERE;
BLOOMBERG NEWS;
BLOOMBERG.COM;
BLOOMBERG FOR ENTERPRISE;
BLOOMBERG ENTITY EXCHANGE; and
BLOOMBERG ENTITY INTELLIGENCE
are trademarks and service marks of Bloomberg Finance L.P. or its affiliates.

**D. Privacy Policy.** Click here for the Site's privacy policy.