

### **The Service**

The SFBF provides a Benchmark Data Service for STIBOR and other related market information via a variety of delivery mechanisms to subscribers.

### **Limitation of Liability**

Whilst all care is taken, and notwithstanding the independent verification of the data, SFBF are not responsible for the accuracy or timeliness of the information and we will not be liable for any damages sustained by a subscriber, or any other person, arising from the use of, or reliance on, SFBF Benchmark Data Service.

### **Disclaimer**

To the maximum extent permitted by law, the SFBF Benchmark Data Service is provided "as is" and the SFBF, its licensors, and its and their respective employees, contractors, agents, suppliers and vendors shall have no liability or responsibility whatsoever (whether in negligence or otherwise) for damages, claims, losses or expenses – whether direct, indirect, consequential, incidental, punitive or otherwise – arising in connection with the SFBF Benchmark Data Service, including but not limited to losses or expenses caused by errors or delays in calculating or disseminating the SFBF Benchmark Data Service.

### **Access**

The subscription entitles a Subscriber organisation, and any notified subsidiary with greater than 51% ownership to receive and use the SFBF Benchmark Data, through an authorised vendor or via alternate methods of delivery, for the limited purposes, and under the terms and conditions of this agreement.

### **Terms of Use**

These terms of use are limited to the named Organisation site/s specified in the Subscription Agreement or reported to the SFBF in the agreed manner and are non-transferable.

The Organisation may:

- Retrieve and use the SFBF Benchmark Data for their own internal business purposes only
- Use insubstantial amounts of data incorporated in value added reports supplied to clients on an infrequent basis as part of the Subscriber organisation's ordinary course of business

The Organization is not permitted to:

- redistribute, recirculate or republish any information outside the named organization
- to commercially exploit the data package in any form or by any method or include the data in an index for commercial distribution to third parties
- use the Benchmark Data Service for the operation of futures and clearing services. (Licences for such use rights can be obtained by contacting the SFBF directly)
- Publish any SFBF Benchmark Data to a website, without prior written approval from SFBF.

Additional information regarding terms of use and descriptions of subscriptions can be found at [www.swfbf.se](http://www.swfbf.se).

### **Subscription Charges**

The Subscriber organisation will pay the charges, without any right of deduction or set-off, within the term indicated on the subscription invoice within 30 days after receipt of a valid invoice. Subscription fees are paid annually in advance, and SFBF will invoice your organisation directly. From the commencement date of the agreement, no payment will be due to any information vendor in respect of the SFBF Benchmark Data. Subscription fees are subject to review and SFBF will provide a minimum of 3 months' notice for any subscription charge changes.

Payment is integral to the agreement and failure to pay will result in loss of access to SFBF Benchmark Data Service and potentially permanent loss. SFBF reserves the right to request a compliance certificate from any subscriber to ascertain that it is meeting the terms of this agreement.

**Commencement date**

The Agreement will commence on the day of submission of the Online Subscription Form or signed Subscriber Agreement and SFBF will advise the relevant authorised information vendor of the organisation's subscription details. The annual subscription period is 1st May to 30th April. A pro-rata subscription charge will apply for agreements signed part way through the subscription year. This agreement will automatically renew on 1st May each year unless written notice of termination is received prior to the 1st May renewal date.

**Changes in the Service**

The SFBF reserves the right to change the format and/or content of the SFBF Benchmark Data Service from time to time without advance notice.

**Intellectual Property Rights**

All information and material contained in the SFBF Benchmark Data Service is, and remains, the property of the SFBF and is subject to intellectual property protection.

**Assignment**

Notwithstanding any other provision of this Agreement, SFBF may assign its rights and obligations under this agreement to any third party on written notice to, and without the prior written consent of, the Subscriber.

**Personal Privacy**

The service provider and its employees, agents or representatives will not at any time or in any manner, either direct or indirectly, use for the personal benefit of the service provider or divulge, disclose or communicate in any manner any information that is proprietary to the client. The Service Provider and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract. For more information please visit [www.swfbf.se/privacy](http://www.swfbf.se/privacy).

**Governing Law and Jurisdiction**

The laws of Sweden govern this agreement.