

LexisNexis Subscription Agreement

Avaldatud 03.07.2023

The undersigned organization ("Customer") has entered into an agreement with CREDITINFO EESTI AS ("Alliance") for access to "Shared KYC Utility", "LexisNexis API", "Custom list check" service or "WebScreening" service. In connection therewith, Customer agrees that all access to and use of content made available by LexisNexis ("LexisNexis"), through (or in connection with) the Shared KYC Utility, "LexisNexis API", "Custom list check" service or "WebScreening" service shall be provided for media monitoring and evaluation purposes only and is subject to the terms and conditions provided in the General Terms and Conditions for Use of the LexisNexis Services (and updates thereof) available online at <https://www.lexisnexis.com/global/terms/en/nl/general-01052021.pdf> (the "General Terms").

In addition to 1.1 (e) of the General Terms, Customer is allowed to share the content as part of its legally obligatory Know Your Customer (KYC) process as it is established by the Anti-Money Laundering and Terrorism Financing legislation (implementing the requirements of EU directive 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing) or between the members of one consolidation group. Legally obligatory KYC process means situations where one legal entity (the obliged person) has regulatory obligation to collect data on other legal or natural person (the customer) when establishing new business relations or during regular monitoring of the existing business relations this other person must share the data or confirm the correctness of the data collected.

Customer further agrees that the General Terms constitute and form a separate binding agreement between LexisNexis and Customer and that LexisNexis has the right to assert and enforce this Agreement, including the General Terms, directly on its own behalf. LexisNexis' consent to the terms of this Agreement shall be evidenced by providing Customer with the means to access LexisNexis Supplied Content.

LexisNexis expressly disclaims any and all liability with regard to Customer's access to and use of any materials retrieved from third party websites ("Web Materials") by and through Shared KYC Utility, "LexisNexis API", "Custom list check" service or "WebScreening" service. LN has not entered into a licensing agreement or linking agreement with the owners of the websites that provide Web Materials and makes no representation that it has the right to sublicense access to the Web Materials to Customer. Customer's use of the Web Materials including any distribution or redistribution thereof is solely at its own risk. Customer will indemnify and hold LexisNexis and its affiliates and its and their employees, officers, and directors ("Covered Party") harmless from any loss or damage suffered by a result of a third party claim brought against LexisNexis or another Covered Party as a result of Customer's use of Web Materials.

LexisNexis and Alliance are independent entities and neither is acting on behalf of, or has any right to bind, the other for any purpose or in any way. LN shall not be responsible for any actions, operations or business of Alliance, including, without limitation, errors or omissions that may be introduced into LN Licensed Content by Alliance. Alliance agrees that it will not make any claim or take any action against LN for or in connection with the actions, activities, negligence, operations or business of Alliance.

Alljärgnevalt on toodud AS CREDITINFO EESTI kokkuvõtte LexisNexis teenuse kasutamise tingimustest

AS CREDITINFO EESTI annab oma Kliendile ligipääsu järgmistele LexisNexis teenustele:

- Shared KYC Utility;
- LexisNexis API;
- Custom list check;
- WebScreening.

LexisNexis teenuste kasutamisega kinnitab Klient, et:

- ta on teadlik, et läbi LexisNexis teenuste kogutud sisu, teabe ja materjalide kasutamine (sh levitamine ja jagamine) toimub Kliendi enda vastutusel;
- ta on teadlik, et LexisNexis ei vastuta sisu, teabe ja materjalide eest, mida Klient on kogunud kasutades ligipääsu LexisNexis teenustele;
- ta kasutab LexisNexis teenustest saadud sisu, teavet ja materjale, mis on talle AS CREDITINFO EESTI poolt kättesaadavaks tehtud, üksnes meedia jälgimise ja hindamise eesmärgil;
- ta on teadlik, et LexisNexis ei oma eraldi litsentsilepinguid veebimaterjale pakkuvate veebilehtede omanikega ja ta on teadlik, et LexisNexisel ei ole õigust Kliendile veebimaterjalidele juurdepääsu all-litsentsida;
- ta on teadlik asjaolust, et antud tingimustele lisaks kohaldatakse LexisNexise teenuste kasutamise üldtingimustes (ja selle võimalikes lisades ja uuendustes) (edaspidi Üldtingimused) sätestatud tingimusi;
- ta on tutvunud Üldtingimustega veebiaadressil: <https://www.lexisnexis.com/global/terms/en/nl/general-01052021.pdf>;
- ta on aru saanud LexisNexis teenuste osutamise põhimõtetest ja selle Üldtingimustest. Ta on läbi lugenud ja aru saanud ülaltoodud „LexisNexis Subscription Agreement“ tingimustest;
- ta on teadlik, et Üldtingimuste näol on tegemist eraldi siduva lepinguga LexisNexise ja Kliendi vahel, ning et LexisNexisel on õigus neid tingimusi sh Üldtingimusi tema suhtes vastavalt ka kohaldada;
- ta on teadlik oma õigusest jagada LexisNexis teenuste sisu ja teavet endaga samasse konsolideerimisgruppi kuuluvate ettevõtetega;
- ta on teadlik oma õigusest ja ka kohustusest jagada LexisNexis teenuste sisu ja teavet järelevalveasutustega, vastavalt rahapesu ja terrorismi rahastamise tõkestamise seadusele, eeldusel et LexisNexis teenused on osa tema KYC protsessist;

- ta on kohustatud hoiduma tegevuste eest, mis võivad kaasa tuua kolmandate isikute kahjunõuded LexisNexisele ja AS-le CREDITINFO EESTI seoses LexisNexise poolt pakutud teenuste vahendusel saadud sisu kasutamisega;
- ta on kohustatud hüvitama kahju ja kolmandate osapoolte nõuded, mis on tekkinud LexisNexisele ja/või AS-le CREDITINFO EESTI seoses LexisNexis teenuste vahendusel saadud sisu, teabe ja materjalide ebaseadusliku kasutamisega.