

## TERMS OF USE

Effective Date: July 16, 2018

These Terms of Use (“**Terms**”) apply when you use the S&P Capital IQ, Market Intelligence or other platform or service (collectively, the “**Services**”) provided by S&P Global Market Intelligence, LLC and/or its affiliates (“**SPGMI**”, “**us**” or “**we**”).

Please read these Terms carefully before you use the Services. **BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT YOU HAVE READ, UNDERSTAND AND WILL COMPLY WITH THESE TERMS.**

Your rights to use the Services are also governed by any of SPGMI’s agreements with its client (i.e., your employer) (“**Client Agreement**”). **IF A PROVISION OF A CLIENT AGREEMENT CONFLICTS OR OTHERWISE IS INCONSISTENT WITH A PROVISION OF THESE TERMS, THEN THE TERM OF THE CLIENT AGREEMENT WILL PREVAIL TO THE EXTENT OF THE CONFLICT OR INCONSISTENCY.**

1. **Will these Terms ever change?** We will provide you with advance notice of any revision to these Terms that we believe is material by sending you an email and/or, posting a notice in the Services. Your continued use of the Services after the Effective Date above constitutes your acceptance of these Terms, as amended.
2. **What about my privacy?** SPGMI takes the privacy of its users very seriously.

If you are an EU resident, SPGMI will use your name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number, mobile telephone number and usage tracking information to: (i) provide secure password-controlled access to the Services; (ii) identify you for the purposes of providing, tracking and recording maintenance, support and training to/for you and other users; (iii) review how, when, where, and by whom Services are accessed and used; (iv) communicate with you regarding the Services and other products and services that may be of interest to them; (v) confirm, report, and account for use of the Services to our third-party providers and enable the third-party providers to manage/control individual access to the Services as required by the applicable customer agreement or law; and, (vi) report and account for use of the Services to our client as required by the Client Agreement or applicable law.

For more information about how we process your personal information, please see our [Privacy Policy](#) and [Cookie Notice](#). By using the Services, you acknowledge that you read and understand our Privacy Policy.

3. **What do I need to do to use the Services?** To access the Services, you are required to register for an account using your business email and password. When you register for an account, you promise to provide us with accurate, complete and updated information.

Please do not allow anyone else to use your account credentials. You’re responsible for the security of your account credentials and any activity associated with your account through your account credentials. You are responsible for all content you upload to the Services and you will only upload content if you or your employer has all necessary rights to do so.

You agree you will not use the Services in a manner that:

- infringes or violates the intellectual property or other rights of any person or entity (including SPGMI) or crawls, scrapes, indexes or extracts web data from any part of the Services;
- is fraudulent, deceptive or violates law; **or**
- circumvents measures protecting the Services, transmits or uploads any virus, malware or similar harmful program or otherwise jeopardizes the security of the Services, SPGMI’s systems or any other person’s account.

You may close your account and stop using the Services at any time. SPGMI reserves the right to suspend or terminate your access to the Services without notice if your employer requests, if SPGMI believes you violated these Terms or if the Client Agreement that applies to your use of the Services terminates for any reason. SPGMI reserves the right to notify your employer or other users about the suspension or termination of your access to the Services.

4. **What else do I need to know about the Services?**

EXCEPT AS SET FORTH IN A CLIENT AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS", WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

SPGMI WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE SERVICES.

IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID UNDER APPLICABLE LAW, SPGMI'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

These Terms are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any claim must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms and all related documentation are drafted in English and the English language version shall prevail.

QUESTIONS? Please contact us at: [MIPrivacyOfficer@spglobal.com](mailto:MIPrivacyOfficer@spglobal.com)