

Subscriber Terms and Conditions

These are the Subscriber Terms under which OpenCorporates Ltd, a company registered in England (company number 07444723), and whose registered office is at Aston House, Cornwall Avenue, London N3 1LF ("OpenCorporates", "we", "us", "our"), permits you ("Subscriber", "you", your") to use the OpenCorporates website accessible at opencorporates.com ("Website") to access Our Data.

These Subscriber Terms were last updated on 10th March 2024.

These Subscriber Terms are supplemental to our website Terms of Use and, in cases of conflict, these Subscriber Terms will take precedence.

1. User Subscriptions

- 1.1. Subject to the restrictions set out in these Subscriber Terms, we hereby grant to the Subscriber a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Website and access Our Data during the Term, solely for the Subscriber's internal business operations.
- 1.2. In relation to the Authorised Users, the Subscriber undertakes that:
 - 1.2.1. the maximum number of Authorised Users that it authorises to access and use the Website shall not exceed the number of User Subscriptions it has purchased at the applicable time;
 - 1.2.2. it will not allow or suffer any User Subscription to be used by more than one designated individual Authorised User, unless it has been reassigned in its entirety to another designated individual Authorised User, in which case, the prior Authorised User shall no longer have any right to access or use the Websites;
 - 1.2.3. it will, at the outset of the Initial Subscription Term provide a static IP address for each Authorised User, and update us of any changes to these on an ongoing basis during the Subscription Term which we undertake to action in 5 working days;
 - 1.2.4. each Authorised User shall keep a secure password for their use of the Website, and that each Authorised User shall keep their password confidential and change the password upon reassignment to a new Authorised User; and
 - 1.2.5. it shall at all times maintain a written, up to date list of current Authorised Users and provide such list to OpenCorporates on a monthly basis by the 5th day of each month (and at any other time upon request).
- 1.3. You hereby acknowledge that we may monitor your use of the Website in order to ensure compliance with our [Terms of Use](#) and our [Privacy Notice](#) as well as these Subscriber Terms. If we believe your use of OpenCorporates is not in compliance with this Subscriber Terms, which may include multiple users accessing the Website using the same log-in credentials, then without prejudice to our other rights, we shall be entitled to promptly suspend or disable such log-on credentials and may refuse to

issue any new passwords to any such individual, without any liability, cost or penalty to OpenCorporates.

- 1.4. You are fully liable and responsible for maintaining the confidentiality of passwords and access credentials with regard to your account and any of your Authorised Users, and you agree that you are and will be responsible to OpenCorporates for any unauthorised use or access of the Website or Our Data conducted by your Authorised Users or on your behalf.
- 1.5. If we believe you have underpaid Subscription Fees to us or are using or accessing the Website or Our Data not in conformance with the terms of these Subscriber Terms, then without prejudice to our other rights, you shall remedy such issue and pay us the amount equal to such underpayment as calculated in accordance with the prices set out in our then current price list within 10 Business Days of the date of notification. If payment remains outstanding or you do not adequately remedy the non-compliance, we may, in our discretion, promptly suspend, disable or terminate your access to the Website without liability or cost to us.
- 1.6. The Subscriber shall not and shall not permit any Authorised User to:
 - 1.6.1. except as may be allowed by applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted by these terms:
 - 1.6.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Our Data (as applicable) in any form or media or by any means; or
 - 1.6.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website; or
 - 1.6.2. access all or any part of the Website or Our Data in order to build or attempt to build a product or service which competes or could compete with the Website; or
 - 1.6.3. use the Website to provide services to third parties; or
 - 1.6.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website and/or Our Data available to any third party except the Authorised Users, or
 - 1.6.5. attempt to obtain, or assist third parties in obtaining, access to the Website, other than as provided under this clause 1; or
 - 1.6.6. introduce or permit the introduction of any virus or other malicious or disabling code into our network or information systems.
- 1.7. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Website and Our Data. In the event of any such unauthorised access or use, you will promptly notify us.

- 1.8. You acknowledge that the rights provided to the Subscriber and Authorised User do not extend to bots or any other automated form of scraping.
- 1.9. The rights provided to Subscriber and any Authorised User under this clause 1 are granted only for the Permitted Purpose, and shall not be considered granted to any affiliate, subsidiary, holding company or any third party provider of the Subscriber.

2. Charges and payment

- 2.1. You shall pay the Subscription Fees to us in accordance with this clause 2 and the Order Form.
- 2.2. You shall, on the Effective Date and maintain thereafter, provide to us valid, up-to-date and complete credit card details or approved purchase order information, and any other relevant valid, up-to-date and complete contact and billing details. In providing the foregoing:
 - 2.2.1. you will authorise us to bill such credit card:
 - 2.2.1.1. on or after the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 2.2.1.2. subject to clause 3.1., on or after each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
 - 2.2.2. for approved purchase order information, we shall invoice:
 - 2.2.2.1. on or after the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 2.2.2.2. subject to clause 3.1., at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, and such invoice shall be paid by you within 30 days after the date of such invoice.
- 2.3. For the avoidance of doubt, even if you do not provide us with the billing information details in 2.2 above, subject to clause 3.1, this agreement will automatically renew for the next Renewal Period.
- 2.4. If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies we may have, interest shall accrue on a daily basis on such due amounts, at the lower of, an annual rate equal to 4% over the then current base lending rate of the Royal Bank of Scotland from time to time or the highest rate permitted under applicable law, commencing on the due date and continuing until fully paid, whether before or after judgement.
- 2.5. All amounts and fees stated or referred to in this agreement:
 - 2.5.1. shall be payable in the currency stated in the Order Form;

- 2.5.2. are non-cancellable and non-refundable;
- 2.5.3. are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

- 2.6. We may increase the Subscription Fees with effect from the commencement of each Renewal Period by serving notice of such price increase at least 90 days' prior to the commencement of the relevant Renewal Period and the Order Form shall be deemed to have been amended accordingly.

3. Term and termination

- 3.1. This agreement shall, unless otherwise terminated as provided in this clause 3, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
 - 3.1.1. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - 3.1.2. otherwise terminated in accordance with the provisions of this agreement;
- 3.2. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.
- 3.3. Without affecting any other right or remedy available to it, this agreement may be terminated with immediate effect:
 - 3.3.1. by OpenCorporates giving notice in writing to the Subscriber if the Subscriber fails to comply with the terms of this Subscriber Terms or pay any amount due under these Subscriber Terms (including for any underpayments pursuant to clause 1) on the due date for such payments, and/or remains in default not less than 30 days after being notified in writing to make such payment or remedy such non-compliance; or
 - 3.3.2. by either party giving written notice to the other party if the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 3.4. If we terminate this agreement under 3.2 above, you will not be entitled to a refund of any proportion of the fees (this is without prejudice to any other claim or remedy we may have against you).
- 3.5. In addition to our right to terminate this agreement, we may suspend your access to the Website at any time by giving you notice if we reasonably believe:
 - 3.5.1. you have used the Website, or Our Data in any way that is contrary to any of these Subscriber Terms or the Terms of Use;

3.5.2. you have failed to pay any sum that is due to us (including any underpayments);
or

3.5.3. we are required to do so by law for any reason.

3.6. If we suspend, disable or terminate your access to the Website but our reasonable belief was unfounded, we will refund you a portion of the Subscription Fees calculated pro rata for the time during which your access to the Website was suspended.

4. Limitation of liability

WARNING: The following limitations of liability will apply to the maximum extent permitted under applicable law and may limit your remedies against us. If you do not agree to these Subscriber Terms, do not use or access the Website.

4.1. Except as expressly and specifically provided in this agreement:

4.1.1. you assume sole responsibility for results obtained from access to and the use of the Website and Our Data, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, provided to you by us in connection with the Website, or any actions taken by us at the your direction;

4.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

4.1.3. THE WEBSITE AND ANY DATA (INCLUDING OUR DATA) IS PROVIDED ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED BY LAW). OPENCORPORATES DOES NOT VERIFY OUR DATA FOR ACCURACY AND OUR DATA MAY OR MAY NOT BE ACCURATE. RELYING ON OUR DATA IS ENTIRELY AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO THE WEBSITE AND OUR DATA, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, INTEGRITY AND ACCURACY.

4.2. Regardless of the foregoing, nothing in these Subscriber Terms limit or exclude our liability for:

4.2.1. death or personal injury caused by our negligence;

4.2.2. fraud or fraudulent misrepresentation; or

4.2.3. any other losses or damages to the extent they cannot be excluded or limited by applicable law.

4.3. Subject to clause 4.1 and clause 4.2:

- 4.3.1. under no circumstances will we be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the access to or use of the Website, Our Data or any components, features or products of the Website, regardless of the form of action; and
- 4.3.2. our total aggregate liability in each 12 month period starting from the Effective Date and from each anniversary thereof, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement, shall be limited to the total Subscription Fees for that 12 month period.

5. Attribution and publicity

- 5.1. We are permitted to use your name and/or logo to publicise the fact that you are a Subscriber of ours.
- 5.2. We and you therefore grant each other a mutual, worldwide, perpetual, royalty-free, and non-sublicensable licence to use each other's name and/or logo or other form of branding but only for the purpose of giving effect to the clauses under this section.

6. Notices

Any notices that need to be sent under these Subscriber Terms shall be written in English, sent by email to the receiving party's email address and deemed received when the receiving party's email server transmits a success code to the sending party. Our email address is legal@opencorporates.com for all matters with the exception of notices to be sent in accordance with clauses 1.2.3 and 1.2.5 which should be sent to clientsupport@opencorporates.com. Your email address is the one identified in the Order Form.

7. Governing Law and Jurisdiction

- 7.1. Any dispute or claim arising out of, or in connection with, this agreement its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims).
- 7.2. Notwithstanding the foregoing, you hereby agree and we reserve the right, to enforce this agreement and these rights in any court of the world (in which case, we may opt to require that the terms of this agreement be interpreted and governed under local law).

8. Definitions

- 8.1. In this agreement, the following words shall have the following meanings set out below:
- 8.1.1. "Authorised Users" means the named users as provided for in clause 1.2.4, who may be amended from time to time, authorised to use the Website on behalf of the Subscriber using a business only email address;
 - 8.1.2. "Our Data" means the OpenCorporates database of the corporate world as advertised by us and thereafter as modified by us from time to time;
 - 8.1.3. "Effective Date" means the effective date stated in the Order Form;
 - 8.1.4. "Initial Subscription Term" means the initial term of this agreement as set out in the Order Form;
 - 8.1.5. "Permitted Purpose" means the purpose(s) for which the Website may be used, as set out in the Order Form;
 - 8.1.6. "Privacy Notice" means the privacy notice found on the OpenCorporates website as may be updated from time to time;
 - 8.1.7. "Renewal Period" means the period described in clause 3.1;
 - 8.1.8. "Subscription Fees" means the subscription fees payable by the Subscriber to OpenCorporates for the User Subscriptions as set out in the Order Form;
 - 8.1.9. "Terms of Use" mean the terms and conditions of the OpenCorporates website as may be updated from time;
 - 8.1.10. "User Subscriptions" means the user subscriptions purchased by the Subscriber which entitle Authorised Users to access and use the Website in accordance with this agreement and OpenCorporates Terms of Use.
- 8.2. In the event of any conflict or ambiguity in respect of the provisions of an Order Form and the provisions of this agreement, the documents shall prevail in the following order or priority (highest priority first):
- 8.2.1. the Order Form;
 - 8.2.2. these Subscriber Terms; and
 - 8.2.3. the Terms of Use.