

FT PROFESSIONAL GIFT SUBSCRIPTION TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms, words and phrases have the meaning given to them in the Order, the General Terms and this paragraph 1.

- (a) **“Administration Platform”** means the platform that FT shall make available from time to time to enable Client to facilitate access to the FT Site to its customers.
- (b) **“Anti-Financial Crime Laws”** means any and all applicable laws relating to bribery, corruption, modern slavery, money laundering, tax evasion or other financial crimes, including the US Foreign Corrupt Practices Act, the Bribery Act 2010, the Modern Slavery Act, the Proceeds of Crime Act 2002 and the Criminal Finances Act 2017.
- (c) **“Client Logo”** means, where applicable, the logo format to be provided to FT by Client for use on the Registration Page.
- (d) **“Content”**, for the purposes of this Product, means Content made available through the FT Site.
- (e) **“Control”** means direct or indirect ownership of 50% or more of the voting equities or equivalent of the affected party or the power to nominate at least half of the members of the board of directors or equivalent of the affected party.
- (f) **“Data Protection Laws”** means any data protection legislation applicable to FT’s processing of Reader Data from time to time, including the Data Protection Act 2018 and all subordinate legislation, the General Data Protection Regulation (**“GDPR”**) and the Regulation on Privacy and Electronic Communications.
- (g) **“FT Logo”** the logo format to be provided to Client by FT for use in accordance with this Agreement.
- (h) **“FT Site”** means FT.com, FT.com mobile and online digital apps and services.
- (i) **“FT Site Terms”** means the FT Site’s current terms of use available by clicking on the “Terms” (or similar link) on the footer of each page of the FT Site and made available at registration for the FT Site.
- (j) **“General Terms”** has the meaning given to it in paragraph 2.2.
- (k) **“Privacy Policy”** means FT’s current privacy policy available by clicking on the [“Privacy policy”](#) link on the bottom of each page of the FT Site.
- (l) **“Reader”** means an individual expressly authorised to read Content under the Order for this Product.
- (m) **“Reader Data”** means any personal data relating to a Reader.
- (n) **“Registration Link”** means a unique URL link to the Registration Page.
- (o) **“Registration Page”** means an online registration page to the FT Site.
- (p) **“Service Period”** means the period from the Service Start Date until the Service End Date.

2 GENERAL TERMS

2.1 These Product-Specific Terms incorporate and are subject to the General Terms.

2.2 “General Terms” means:

- (a) the General Terms at <https://legal.ft.com/terms/professional/general-terms>; or
- (b) such other terms agreed in writing and signed by both FT and Client that are expressly stated to constitute the General Terms.

3 ACCESS TO THE FT SITE

3.1 FT will provide Client with access to the Administration Platform that will enable Client to send out Registration Links to each relevant customer, up to the limit on Reader numbers set out in the Order. Subject to the limit on Reader numbers, once the Reader completes the online registration process, and provided they accept the FT Site Terms, they will be granted access to the FT Site for the Access Period. Access will be subject to the Reader’s continued compliance with the FT Site Terms.

3.2 FT shall use reasonable endeavours to remedy any failure in the Registration links provided and/or the availability of the Registration Page.

- 3.3 FT will confirm to Client which customers have activated their access to the FT Site.
- 3.4 Client is not permitted to re-sell access to the FT Site in anyway. Any attempt to do so, shall be considered a material breach of the Agreement.
- 3.5 Client agrees that it will not use the Administration Platform to:
- (a) facilitate access to the FT Site under this Agreement for any individual who is subject to Sanction (as that term is defined in clause 7.3 of the General Terms). FT reserves the right to withdraw access from any individual who becomes subject to Sanction;
 - (b) suggest or sign-up Readers for specific Content on the FT Site;
 - (c) reallocate access between different customers before the end of the fixed Access Period. Access will be for a single customer for the Access Period; or
 - (d) send Registration Links to a shared or generic email address, each Reader must use a named email account (such as "firstname.lastname@domain.com") and not a generic or shared email account (such as "knowledge.management@domain.com").

4 USE OF FT LOGO AND MARKETING

- 4.1 Client may use the FT Logo solely to reference Client's gifting of access to the FT Site in connection with its products and/or services. FT grants to Client a royalty-free, non-exclusive, non-transferable licence to use the FT Logo only to the extent expressly permitted by this Agreement. Client's use of the FT Logo shall comply with any instructions issued by FT from time to time. All display of the FT Logo shall acknowledge FT's ownership of the FT Logo.
- 4.2 All marketing should be accurate, in good taste, and not disclose the details of this Agreement.
- 4.3 Client will ensure that any marketing or promotional content used or displayed in connection with this Agreement will comply with all applicable laws and regulations, codes of practice or similar; and not be of a nature that could be prejudicial to the reputation or interests of FT. Client will not make any representations or warranties regarding the FT Site to any third parties.
- 4.4 Client will not seek to associate itself with FT other than as expressly permitted by the Agreement. Client will not misrepresent the nature of its relationship with FT. At no time shall Client represent or imply that FT endorses Client or any third party products or services.
- 4.5 Client agrees that, without prejudice to clause 4.2 of the General Terms:
- (a) all goodwill accrued from use of the FT Logo is to the benefit of FT (or its licensors) and FT may at any time call for a confirmatory assignment of that goodwill and Client will promptly execute it;
 - (b) nothing in this Agreement will give Client any right of ownership in the FT Logo;
 - (c) Client will not use any Marks in a manner which causes or is likely to cause damage to FT's goodwill and/or reputation or to the distinctiveness or validity of the FT Logo;
 - (d) Client will not authorise any third parties to use the FT Logo;
 - (e) Client will promptly inform FT of any unauthorised use of the FT Logo or of any attack on their validity or registration of which Client becomes aware; and
 - (f) Client will provide, at the request and expense of FT, all reasonable and necessary assistance in maintaining registrations or prosecuting any applications for registration in respect of the FT Logo.
 - (g) FT may immediately terminate Client's permission to use the FT Logo on notice if: (i) Client has committed a breach of its obligations relating to use of the FT Logo and Client has not remedied the breach as soon as reasonably practicable but no more than 48 hours from receiving notice requiring Client to remedy it; or (ii) a government or court action requires FT or Client to stop using the FT Logo.

5 CLIENT MARKS ON REGISTRATION PAGE

- 5.1 Where expressly stated on the Order, the Registration Page to the FT Site will be co-branded with the Client Logo and Client grants to FT a worldwide, royalty free, non-exclusive licence to use the Client Logo for the purpose of allowing FT to carry out its obligations under this Agreement.

- 5.2 Client agrees to fully indemnify FT against any losses, damages, costs, expenses (including reasonable legal expenses) or other liabilities suffered or incurred by FT as a result of any third party claim that FT's use of Client Logo in accordance with this Agreement infringes any intellectual property or other proprietary rights of such third party.

6 READER DATA

- 6.1 In its processing of Reader Data, FT will comply with:
- (a) the Data Protection Laws; and
 - (b) the Privacy Policy.
- 6.2 Client acknowledges that FT processes Reader Data as a controller, and that FT's processing of that Reader Data will (as between FT and each Reader) be governed by the Data Protection Laws and the Privacy Policy.
- 6.3 FT will ensure that each Reader who registers with the FT Site is made aware that the Privacy Policy will apply to processing of Reader Data. FT will also give each Reader the opportunity to give or withhold consent for marketing and other communications from FT, in accordance with the Data Protection Laws.
- 6.4 Client will comply with all applicable privacy and data protection laws when providing Reader Data to FT or otherwise processing Reader Data in connection with this Agreement.
- 6.5 In this paragraph 6, the expressions "**personal data**", "**process**", "**controller**" and "**processor**" will have the meanings given to them in the GDPR.

7 TERMINATION

- 7.1 FT may terminate the provision of this Product immediately by notice to Client if:
- (a) there is a change of Control of Client (and Client will promptly notify FT if any such change of Control occurs); or
 - (b) FT reasonably determines that Client's continuation of the arrangements under this Agreement is likely to cause material damage to FT's goodwill or reputation.
- 5.2 In the event of the termination of this Product, Client will immediately cease use of any Marks (including the FT Logo) and any distribution of Registration Links. Readers' access to the FT Site will terminate.

8 ANTI-FINANCIAL CRIME

- 8.1 Client will at all times:
- (a) comply with the Anti-Financial Crime Laws;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under any Anti-Financial Crime Laws;
 - (c) have and maintain in place such policies and procedures as are reasonable to ensure compliance with the Anti-Financial Crime Laws;
 - (d) promptly report to FT any actual or suspected breach of any Anti-Financial Crime Laws by Client (or any person acting on Client's behalf) in connection with the performance of this Agreement, or any act or omission of Client (or any person acting on Client's behalf) that would put in FT in actual or suspected breach of any Anti-Financial Crime Laws.
- 8.2 Client will comply with any reasonable request made by FT to ensure or demonstrate compliance with the measures in this paragraph 8 and the Anti-Financial Crime Laws.
- 8.3 FT will have the right to terminate this Agreement with immediate effect if it has reasonable grounds to believe Client has acted, or will act, in breach of this paragraph.

9 VERSION OF TERMS

The current version of these Gift Subscription Terms was posted on 6 July 2023.