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F.T. Specialist Inc. Corporate Services Terms and Conditions

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1. PLEASE READ THIS LEGALLY BINDING AGREEMENT CAREFULLY. WE RECOMMEND THAT YOU PRINT, STORE OR SAVE A COPY OF IT FOR YOUR RECORDS. It sets out the terms under which your company or organization (the “Customer” or “you”) and its Users (as defined below) are allowed to use one of the following under a corporate subscription:

(a) The FundFire website and the content available on or through the FundFire website;

(b) The Ignites website and the content available on or through the Ignites website;

(c) The Ignites Asia website and the content available on or through the Ignites Asia website;

(d) The Ignites Europe website and the content available on or through the Ignites Europe website;

(e) The Agenda website and the content available on or through the Agenda website;

- (f) The BoardIQ website and the content available on or through the BoardIQ website;
- (g) The MandateWire website and the content available on or through the MandateWire website;
- (h) The Life Annuity Specialist website and the content available through the Life Annuity Specialist website;
- (i) The P&C Specialist website and the content made available specific to P&C Specialist on the P&C Specialist website (P&C Specialist Commercial requires a separate license);
- (j) The Health Payer Specialist website and content available through the Health Payer Specialist website;
- (k) The P&C Specialist Commercial content, made available under a separate licence, and accessed via the P&C Specialist website;
- (l) The Financial Advisor IQ website and the content, including but not limited to ThinkTank, available on or through the Financial Advisor IQ website (“Financial Advisor IQ”). You do not need a subscription to view Financial Advisor IQ, however you will be required to register to use the website, for certain content and ThinkTank Continuing Education Credit, and for the purposes of this site only “Customer” and “you” shall mean the individual registered to use Financial Advisor IQ; or
- (m) A combination of any of the above, all of which are subscription services;

And in each case, the website being the “Service”, and the content available on or through the Service being the “Content”, irrespective of the device used to access it.

“Users” means:

- (a) in the case of a subscription to FundFire, Ignites, Ignites Distribution Research, Ignites Retirement Research, Ignites Asia and Ignites Europe, Life Annuity Specialist, P&C Specialist, Health Payer Specialist, P&C Specialist Commercial, the Customer’s full-time employees and the full-time employees of the Customer’s wholly-owned subsidiaries (each, a “Subsidiary”);
- (b) in the case of a subscription to Agenda, the Customer’s Board of Directors and senior level executives;
- (c) in the case of a subscription to BoardIQ, the Customer’s fund Board of Directors or Board of Trustees and the Customer’s full-time employees;

(d) in the case of a subscription to the MandateWire products authorized members of the Customer's staff up the maximum number of users stated in the Contract Acceptance page; and

(e) in the case of The Financial Advisor IQ products, User shall mean the individual registered to use Financial Advisor IQ.

(f) in the case of Ignites Europe, User shall mean the Customer's full time employees and the full-time employees of the Customer's wholly owned subsidiaries, Board of Directors (including directors of a board who do not have a material or pecuniary relationship with the Customer/company or related person "iNEDs") or Board of Trustees.

1.2 This Agreement governs Customer's and its Users' access to and use of the Services and Content. If you are accepting on behalf of your employer or another entity you warrant and represent that: (i) you have full legal authority to bind your employer or the applicable entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement.

1.3 Agenda, BoardIQ, Financial Advisor IQ, FundFire, Ignites, Ignites Distribution Research, Ignites Retirement Research, Life Annuity Specialist, P&C Specialist, Health Payer Specialist, P&C Specialist Commercial, and MandateWire US are published by F.T. Specialist Ignites Asia and Ignites Europe are published by The Financial Times (M-M UK) Limited. MandateWire Europe, MandateWire APAC and MandateWire Middle East & Africa are published by The Financial Times Limited. If you subscribe to or use Agenda, BoardIQ, Financial Advisor IQ, FundFire and Ignites all references in this Agreement to "we", "us", "our" and "F.T. Specialist" mean F.T. Specialist For subscriptions to Ignites Asia and Ignites Europe all references in this Agreement to "we", "us", "our" and "F.T. Specialist" mean The Financial Times (M-M UK) Limited. If you subscribe to MandateWire Europe, MandateWire APAC or MandateWire Middle East & Africa all references in this Agreement to "we", "us", "our" and "F.T. Specialist" mean The Financial Times Limited.

1.4 The Customer acknowledges and agrees that in the event it has taken out Subscriptions to FundFire, Ignites, Ignites Distribution Research, Ignites Retirement Research, Life Annuity Specialist, P&C Specialist, Health Payer Specialist, P&C Specialist Commercial, Ignites Asia and Ignites Europe on behalf of itself and a Subsidiary:

(a) All claims from any Subsidiary against F.T. Specialist shall be brought, to the extent permissible by law, by the Customer on behalf of such Subsidiary;

(b) The Customer shall be responsible for ensuring that the Subsidiaries and the Users at the Subsidiaries comply with any obligations owed by the Customer to F.T. Specialist; and Customer shall be responsible for all acts and omissions of the Subsidiaries and Users at the Subsidiaries as if they were the acts or omissions of the Customer;

(c) The Customer and F.T. Specialist will be entitled to vary or terminate this Agreement without the consent of the Subsidiaries.

2 Proprietary Rights and Permitted Use.

2.1 F.T. Specialist or its licensors own all intellectual property rights (including copyright and database rights) in the Services and the Content. F.T. Specialist has made a substantial investment in obtaining, verifying and presenting the Content and this Agreement prevents the extraction or re-utilization of the Content.

2.2 Only Users will be permitted to view any Content. It is your responsibility to ensure that if you are a User of ThinkTank Continuing Education Credit, you must be a United States citizen with proper registration and/or licensing to provide financial advice to investors by the appropriate U.S. regulatory agency or agencies.

2.3 Customer's usage rights are limited as follows. Users may on a non-exclusive basis use the Content for research and current awareness purposes in the normal course of business which includes:

(a) Retrieving and viewing Content on any compatible device;

(b) Making and storing electronic copies or print copies of the Content (for the avoidance of doubt, this right is limited to Users and shall not entitle Users or Customer to develop an archive of the Content);

(c) Emailing individual articles taken from the Content to individuals using the email link service, where available, on an occasional and non-systematic basis; provided that Customer ensures that (a) its clients or other professional persons to whom the articles are being sent are made aware that the articles may not be redistributed or sublicensed and (b) such articles (or portions of articles) are attributed to F.T. Specialist. Customer and Users may also share links to articles by using any social media article tools which F.T. Specialist may, at its discretion, make available at the foot of an article; and

(d) For ThinkTank Continuing Education Credit, reading the Content for accreditation purposes. In such circumstances, the User is responsible for: (a) ensuring that the continuing education functionality is active and that User is accessing the content on a computer that is and remains fully connected to the internet at all relevant times; (b) reading the entire piece of Content on the

website in accordance with F.T. Specialist's requirements from time to time; (c) completing the minimum time threshold per page; and (d) ensuring that it has provided F.T. Specialist with accurate, complete and up-to-date continuing education credentials. Provided that, F.T. Specialist is satisfied that the User has complied fully with all such conditions, F.T. Specialist may provide User with a certificate for each continuing education credit hour earned, but User acknowledges that F.T. Specialist is not responsible for the award of any credit to the User, and F.T. Specialist accepts no liability in the event that the awarding or issuing body does not provide any credit for any reason whatsoever. Users may only receive a maximum of fifteen (15) credits per every two calendar years. Users can only receive credit for an accredited item of Content one time.

2.4 Reprints of articles may be available for purchase via the policy set forth in the "Reprints" link on the home page of the relevant Services.

2.5 Customer shall not (and shall not permit any third party or User to):

(a) Except as expressly permitted above, copy, cut and paste, reproduce, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, aggregate, publicly display, redistribute, syndicate, share, license, sub-license, publish, sell or in any way commercially exploit any of the Content. Customer and Users shall not forward any Content to any individual or other third party by email or otherwise (except as permitted above via the email link function where available or social media tools referred to at Section 2.3(c) above) and nor shall Customer or Users publish any Content on a website, intranet, extranet, email service or in any other electronic or hard copy product or service; or

(b) Share usernames and/or passwords among Users or any third party; or

(c) Remove the copyright or trademark notices from the Service or any copies of Content permitted to be made as above; or

(d) Frame, harvest or scrape the Content or otherwise access the Content for similar purposes;

(e) Use the Service or Content for any unlawful purpose; or

(f) Use the Content for the purposes of endorsement of a business, product or service.

(g) Use any of our sites, products or services in any dishonest or misleading manner, including without limitation using ThinkTank for the purposes of acquiring improper Continuing Education Credits. If, in our reasonable opinion, we suspect that you may have acted in such a manner, we reserve the right to inform the relevant board or authority of our suspicions, and suspend or terminate your access, without notice to you.

2.6 For MandateWire directory service, Customer shall comply with applicable data and privacy protection laws or regulations, including but not limited to GDPR, CAN-SPAM or Canadian Anti-Spam laws and Customer shall remain liable for any such use of such directory service. Customer may not use the directory for mass-market communications.

2.7 F.T. Specialist reserves the right to monitor use of any Service. Customer acknowledges that “Agenda”, “BoardIQ”, “Financial Advisor IQ”, “FundFire”, “Ignites”, “Ignites Distribution Research”, “Ignites Retirement Research”, “Ignites Asia”, “Ignites Europe”, “MandateWire”, “Life Annuity Specialist”, “P&C Specialist”, “Health Payer Specialist”, “P&C Specialist Commercial”, and “F.T. Specialist” are trademarks and may not be used without written permission from F.T. Specialist

2.8. To the fullest extent permitted by law, we expressly prohibit any use of our content or data (including any associated metadata) in any manner for any machine learning and/or artificial intelligence purposes, including without limitation for the purposes of training or development of artificial intelligence technologies or tools or machine learning language models, or otherwise for the purposes of using or in connection with the use of such technologies, tools or models to generate any data or content and/or to synthesize or combine with any other data or content. We reserve all rights to license any use of our content and data for any such purposes.

2.9 PLEASE NOTE THAT IN ADDITION AND WITHOUT PREJUDICE TO F.T. SPECIALIST'S RIGHTS AT LAW TO RESTRICT THE TYPES OF USE REFERRED TO ABOVE, THESE RESTRICTIONS ARE ALSO CONTRACTUAL IN NATURE AND BIND ALL USERS OF ANY SERVICE AND/OR CONTENT. ALL RIGHTS RESERVED BY F.T. SPECIALIST UNDER THIS AGREEMENT ARE WITHOUT PREJUDICE TO ALL OF F.T. SPECIALIST'S OTHER RIGHTS, WHETHER UNDER THIS AGREEMENT, AT LAW (INCLUDING APPLICABLE COPYRIGHT LEGISLATION), EQUITY OR OTHERWISE.

3 Privacy Policy, Registration and Technical Requirements.

3.1 All information received by F.T. Specialist from Customer and the Users from the use of any Service will be used by F.T. Specialist in accordance with the Privacy Policy available on the Service's website.

3.2 On registration, Users must provide F.T. Specialist with accurate, complete registration information and F.T. Specialist is entitled to rely on any information Users provide to it. F.T. Specialist shall provide the Users with access to the Service through the email domains agreed to by the Customer and F.T. Specialist in writing prior to the effective date of this Agreement. It is the responsibility of Customer and each User to update and maintain changes to the registration information by contacting F.T. Specialist

at support.ftspecialist@ft.com. Each registration is for a single User only. On registration, each User will be sent a user name and password ("ID"). F.T. Specialist does not permit any other person sharing an ID or access through a single ID being made available to multiple Users on a network or within an organization. A separate registration is required for each User within an organization. F.T. Specialist may cancel or suspend access to the Content if Customer or any User does this without further obligation to Customer or the Users.

3.3 Customer is responsible for all use of the Services made by the Users and for preventing unauthorized use of an ID. If a User wishes to change a username and password, or if Customer believes there has been any breach of security such as the disclosure, theft or unauthorized use of an ID, Customer must notify F.T. Specialist immediately by e-mailing to support.ftspecialist@ft.com.

3.4 If you believe that any Content published infringes any legal rights that you or a third party may have, please notify F.T. Specialist immediately with specific details by contacting us at support.ftspecialist@ft.com.

4 F.T. Specialist's Responsibilities to Customer.

4.1 A summary of what this section means: this section is important and you should read it carefully. It makes clear to what extent, if any, F.T. Specialist accepts responsibility (liability) to Customer for Customer's use and for the Users' use of the Services or the Content or in respect of any third-party products or services referred or linked to in the Services. Unless Customer has a paid-for Subscription, F.T. Specialist accepts no financial responsibility to Customer arising from use of any Service or the Content. If Customer has a paid-for Subscription, F.T. Specialist limits its financial responsibility to Customer arising from use of any Service or the Content to the price paid for the Subscription. In no circumstances does F.T. Specialist accept responsibility for use of Third Party Sites or third party products or services.

4.2 Limitations of Content: The Content is only for general information and use and is not intended to address particular requirements. In particular, the Content, including any content provided by third parties and published through a Service or the UGC, does not constitute any form of advice, recommendation, representation, endorsement or arrangement by F.T. Specialist and is not intended to be and should not be relied upon by users in making (or refraining from making) any specific business, investment or other decisions. Appropriate independent advice should be obtained before making any such decision. Any agreements, transactions or other arrangements made between Customer and any third party named on (or linked to from) a Service are at Customer's sole risk and responsibility. F.T. Specialist is not responsible for any use of the Services or Content outside its scope as stated in this Agreement.

4.3 What we promise: F.T. SPECIALIST WILL TRY TO DEVELOP AND OPERATE THE SERVICES WITH REASONABLE SKILL AND CARE AND WILL USE REASONABLE EFFORTS TO PROMPTLY REMEDY ANY FAULTS OF WHICH IT IS AWARE. THIS IS THE ONLY PROMISE F.T. SPECIALIST MAKES IN RELATION TO THE PROVISION OF THE SERVICES AND THE CONTENT.

4.4 What we do not promise: FUNDFIRE, IGNITES, IGNITES DISTRIBUTION RESEARCH, IGNITES RETIREMENT RESEARCH, IGNITES ASIA, IGNITES EUROPE, AGENDA, BOARDIQ, FINANCIAL ADVISOR IQ, MANDATEWIRE, LIFE ANNUITY SPECIALIST, P&C SPECIALIST, HEALTH PAYER SPECIALIST, P&C SPECIALIST COMMERCIAL, THINKTANK CONTINUING EDUCATION CREDIT, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, F.T. SPECIALIST EXCLUDES, DISCLAIMS AND DOES NOT MAKE ANY PROMISES, REPRESENTATIONS OR WARRANTIES IN RESPECT OF SUCH WEBSITES, SERVICES, OR CONTENT, INCLUDING WITHOUT LIMITATION, AS TO QUALITY, COMPLETENESS, ACCURACY, PERFORMANCE, TIMELINESS, SECURITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, OR FREEDOM OF INFECTION FROM VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES, AND FURTHERMORE, IN THE CASE OF THINKTANK CONTINUING EDUCATION CREDIT, THAT THE SERVICE WILL ACCURATELY RECORD THE TIME THAT THE USER SPENDS READING RELEVANT ARTICLES, OR THAT THE AWARDING BODY WILL AWARD ANY CREDITS TO THE USER FOR TIME SPENT READING SUCH ARTICLES USING THE SERVICE.

4.5 Our financial responsibility to Customer: CUSTOMER AGREES THAT IF F.T. SPECIALIST IS IN BREACH OF THIS AGREEMENT, F.T. SPECIALIST WILL ONLY BE RESPONSIBLE (LIABLE) TO CUSTOMER FOR ANY DAMAGES INCURRED ARISING OUT OF CUSTOMER'S USE OF ANY SERVICE OR THE CONTENT (TO THE EXTENT THAT F.T. SPECIALIST'S LIABILITY IS NOT OTHERWISE EXCLUDED BY THIS SECTION 4) AS FOLLOWS:

(a) IF CUSTOMER INCURS ANY LOSS AS A RESULT OF USING ANY SERVICE OR ANY CONTENT OUTSIDE THE SCOPE OF THIS AGREEMENT, F.T. SPECIALIST ACCEPTS NO RESPONSIBILITY (LIABILITY) TO CUSTOMER FOR SUCH LOSS.

(b) IF CUSTOMER HAS PAID FOR A SUBSCRIPTION, THEN F.T. SPECIALIST ACCEPTS RESPONSIBILITY (LIABILITY) TO CUSTOMER FOR ANY DIRECT DAMAGES ACTUALLY INCURRED ARISING OUT OF USE OF THE RELEVANT SERVICE OR THE CONTENT IN ACCORDANCE WITH THIS AGREEMENT, SUBJECT TO A LIMIT EQUAL TO THE PRICE PAID BY CUSTOMER TO F.T. SPECIALIST FOR THE SUBSCRIPTION DURING THE

YEAR IN WHICH THE DAMAGE HAS BEEN INCURRED. CUSTOMER MAY AT ITS OPTION RECEIVE A RENEWAL TO THE SUBSCRIPTION FREE-OF-CHARGE AT THE POINT OF RENEWAL, IN PLACE OF MONETARY DAMAGES.

(c) IF CUSTOMER HAS NOT PAID FOR A SUBSCRIPTION, THEN F.T. SPECIALIST ACCEPTS NO RESPONSIBILITY (LIABILITY) TO CUSTOMER FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF USE OF ANY SERVICE OR ANY CONTENT.

(d) F.T. SPECIALIST SHALL NOT HAVE ANY RESPONSIBILITY (LIABILITY) TO THE CUSTOMER FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER; OR (B) ANY LOSS OF PROFITS, LOSS OF REVENUE, ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF DATA, OR LOSS OF CREDIT, ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR FROM USE OF OR INABILITY TO USE THE SERVICE OR CONTENT WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE OR ACTUALLY FORESEEN.

4.6 THE LIMITATIONS OF LIABILITY IN THIS SECTION 4 APPLY FOR THE BENEFIT OF F.T. SPECIALIST, ITS AFFILIATES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS.

4.7 TO THE FULL EXTENT PERMITTED BY LAW CUSTOMER ACKNOWLEDGES AND AGREES THAT F.T. SPECIALIST'S THIRD PARTY CONTENT, DATA SUPPLIERS AND ACCREDITATION PROVIDERS HAVE NO LIABILITY WHATSOEVER TO CUSTOMER IN RESPECT OF ANY OF THEIR DATA SUPPLIED AS PART OF THE CONTENT, USE OF THE SERVICE OR ANY CONTENT. CUSTOMER ALSO AGREES TO WAIVE, TO THE FULL EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO BRING LEGAL CLAIMS AGAINST SUCH THIRD PARTIES ARISING FROM USE OF THEIR CONTENT IN ANY SERVICE. CUSTOMER INDEMNIFIES AND HOLDS HARMLESS F.T. SPECIALIST, AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES AND SETTLEMENT COSTS ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, SUIT, ACTION OR PROCEEDING RELATED TO THINKTANK CONTINUING EDUCATION CREDIT, BY A THIRD PARTY ACCREDITATION PROVIDER, BOARD, OR SIMILAR, AS A RESULT OF CUSTOMER'S USE OF ANY SERVICE.

4.8 Notwithstanding anything else in this Section 4, F.T. Specialist's liability will not be limited in the case of death or personal injury directly caused by F.T. Specialist's negligence in those countries where it is unlawful for F.T. Specialist to seek to exclude such liability.

4.9 The above disclaimers and restrictions on liability apply equally to use of the Services and all Content.

4.10 Without limiting the above, F.T. Specialist is not liable for matters beyond its reasonable control. F.T. Specialist does not control postal or courier services, telephones, third party communications networks (including Internet Service Providers), the Internet, acts of God or the acts of third parties. Customer is responsible at its cost for obtaining all hardware and communications services needed to access the Services.

5 Third Party Sites and Services.

5.1 The Services contain links to other Internet websites or online and mobile services provided by independent third parties ("Third Party Sites"), either directly or through frames. F.T. Specialist is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third-Party Sites. If Customer or its Users purchases products or services from a Third-Party Site, the contract for such products or services will be with the third party and not with F.T. Specialist. F.T. Specialist's Privacy Policy available on the Service's website does not apply to Third Party Sites.

5.2 Copyright in any software that is made available for download from the Services belongs to F.T. Specialist or its suppliers. Customer's use of the software is governed by the terms of any license agreement that may accompany or be included with the software. F.T. Specialist is not responsible for any technical or other issues that may arise if Customer downloads third party software. Customer should not install or use any software unless it agrees to such license agreement.

5.3 The Content and Services may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Services complies with international and national law. F.T. Specialist will not be responsible for any error or inaccuracy in advertising or sponsorship material.

6 Fee, Payment and Cancellations.

6.1 If you purchase a subscription to use the Services, Customer must provide F.T. Specialist with complete and accurate payment information. An invoice (which shall be paid in accordance with its credit terms) will be generated at the point of sale. If F.T. Specialist does not receive timely payment or payment

authorization or any authorization is subsequently cancelled or refused, it may immediately terminate or suspend access to the Services.

6.2 The subscription price is the price quoted set out in the Contract Acceptance page where provided or quoted to Customer by F.T. Specialist's sales team by email or other written correspondence. The subscription price does not include value added tax (VAT) or any other taxes which are or may be applicable and such applicable taxes will be included on the invoice and you agree to pay any such taxes as duly invoiced by F.T. Specialist. If you are required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, you will, together with such payment, pay any additional amount as will ensure that F.T. Specialist receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. You will promptly forward to F.T. Specialist copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority. F.T. Specialist subscriptions automatically expire at the end of the subscription period unless expressly renewed.

6.3 With the exception of any subscriptions to MandateWire services, or fees paid in relation to a multi-year agreement, Customer shall have the right to cancel the subscription at any time by giving thirty (30) days written notice to F.T. Specialist. In the event of such termination, Customer shall receive a prorated refund of any Fees pre-paid to F.T. Specialist. Any termination requests submitted after the first business day of a month will be processed on the first business day of the following month and the Customer will be billed for the entire month of Service in which the request was received.

6.4 F.T. Specialist reserves the right to change the Content and Services or any part of Agenda, BoardIQ, Financial Advisor IQ, FundFire, MandateWire, Ignites, Ignites Distribution Research, Ignites Retirement Research, Ignites Asia, Ignites Europe, Life Annuity Specialist, Health Payer Specialist, P&C Specialist Commercial, or P&C Specialist.

6.5 F.T. Specialist reserves the right to suspend or terminate the subscription or a User account if Customer or a User breach the terms of the Agreement, with or without notice, and without further obligation to Customer. Customer shall no longer be entitled to use the Services when its subscription is terminated or suspended or when it expires.

6.6 If Customer acquires an entity which has an existing agreement with F.T. Specialist ("Acquired Company License"), the fee payable under the Acquired Company License will be added to the Fee payable under this Agreement. In the event Customer acquires an entity that does not have an existing agreement with

F.T. Specialist, F.T. Specialist reserves the right to revise the Fee payable under this Agreement before granting access to the Users from the acquired company.

7 User Generated Content

7.1 Some Services may include discussion forums and blogs that allow interaction between users and between users and journalists (we call these “Forums”). We call the information posted to these forums or blogs by users “User Generated Content” or “UGC”.

7.2 If you wish to view or participate in a Forum then you must comply with any specific rules posted on the Forum. You will retain ownership of the copyright in any of your UGC that you or we publish on the Service so you are free to re-use it as you wish. You agree that if you post UGC to a Forum then you are granting F.T. Specialist a right (but not an obligation) unlimited in time to publish, re-use, archive, modify, delete or commercially exploit that UGC in whole or in part as we see fit, whether on the Services or otherwise, without any requirement to pay you for this and with or without attribution to you. This means that you grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use any UGC you publish in whole or in part in any manner and for any purpose whatsoever and without further obligation to you. You also waive any moral rights that you may have in regard to the UGC.

7.3 You are responsible for all the content of any of your UGC that you or we publish. You are financially responsible to us for any claim against us by any third party that your UGC is not in accordance with Section 7.4 below or that otherwise relates to your UGC.

7.4 You agree that you will:

(a) Only publish UGC that is your original content and will not infringe the copyright or other rights of any third party when publishing UGC;

(b) Not post, link to or otherwise publish any UGC containing any form of advertising or promotion for goods and services or any spam or other form of unsolicited communication;

(c) Not post, link to or otherwise publish any UGC with recommendations to buy or not buy a particular share or other investment or which contain confidential information of another party or which otherwise have the purpose of affecting the price or value of any share or other investment;

(d) Not post, link to or otherwise publish any UGC that is threatening, abusive, libelous, indecent or otherwise unlawful;

(e) Not disguise the origin of any UGC and not impersonate any person or entity (including F.T. Specialist employees or Forum guests or hosts) or misrepresent any connection with any person or entity;

(f) Not post or otherwise publish any UGC unrelated to the Forum or the Forum's topic;

(g) Not post or transmit any UGC that contains software viruses, files or code designed to interrupt, destroy or limit the functionality of the Services or any computer software or equipment;

(h) Not collect or store other Users' personal data; and

(i) Not restrict or inhibit any other user from using the Forums.

7.5 The Forums contain UGC submitted by users over whom F.T. Specialist has no control so we cannot therefore guarantee the accuracy, integrity or quality of any UGC. Some users may not behave properly and may post UGC that is misleading, untrue or offensive.

7.6 It is not possible for F.T. Specialist to fully monitor all UGC published on the Services but where we have actually received notice of any UGC that is potentially misleading, untrue, offensive, unlawful, infringes third party rights or is potentially in breach of these terms and conditions, then we will review that UGC, decide whether to remove it from the Services and act accordingly. If you believe that any UGC published on the Services infringes any legal rights that you may have or is not allowed under these terms and conditions, please notify us immediately with specific details by contacting us at support.ftspecialist@ft.com.

8 Choice of Law and Jurisdiction.

8.1 For the subscriptions and Content provided by F.T. Specialist (see section 10.1 below), this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to any conflict or choice of law principles and Customer and F.T. Specialist irrevocably agree that the appropriate federal or state court in New York shall (subject to Section 8.3 below) have the exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement.

8.2 For the subscriptions and Content provided by The Financial Times (M-M UK) Limited or The Financial Times Limited (see sections 10.2 and 10.3 below), this Agreement shall be governed by, and construed in accordance with, English law and to the extent possible in the applicable jurisdiction, Customer and F.T. Specialist irrevocably agree that the courts of England shall (subject to Section 8.3 below) have the exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement.

8.3 For the exclusive benefit of F.T. Specialist and to the extent possible in the applicable jurisdiction, F.T. Specialist shall retain the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of the

place of business in which the Customer agreed to this Agreement or (if different) the country of the principal place of business of the Customer.

8.4 No term of this Agreement shall be enforceable by any third party (including any User).

9 General.

9.1 This Agreement does not confer any exclusive rights on the Customer. No provision of this Agreement may be amended, modified, discharged or terminated other than by the express mutual written agreement of the Customer and F.T. Specialist save in respect of the use of Financial Adviser IQ. F.T. Specialist reserves the right to change the terms of the Agreement from time to time in respect of the use of Financial Adviser IQ. Any changes will become effective as soon as F.T. Specialist notifies the registered users of Financial Adviser IQ of the changes and such users should cease to use the website if they do not agree with the changes.

9.2 This Agreement constitutes the entire agreement between F.T. Specialist and Customer as to the subject matter hereof and supersedes all previous agreements, communications, representations and arrangements unless expressly agreed to otherwise by the parties in writing.

9.3 Customer may not assign, sub-license or otherwise transfer any of its rights under this Agreement.

9.4 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

9.5 Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

9.6 Nothing in this Agreement will be deemed to create a partnership, agency, or joint venture between the parties.

10 Corporate Information; Notices.

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