

Terms of Use

1. Agreement

- 1.1. **Debtwire** (the **Service**) is a service provided by Mergermarket Limited of 10 Queen Street Place, London, EC4R 1BE (**we, us, our**). If you wish to use this website (the **Site**), you must first read these terms of use (**Terms**) carefully and agree to them. You may not use the site if you do not agree to these terms.
- 1.2. By using the Site, you will be deemed to have accepted the Terms. The Terms constitute a binding legal agreement between you and us, and incorporate our [privacy policy](#) and our [disclaimer](#). Where you are accessing the Site and/or Service during the course of your employment by an organisation which has validly entered into an agreement to contract with us for the use of the Service (**Service Agreement**), you will also be deemed to have accepted, and be bound by, these Terms.
- 1.3. You agree that we may modify the Terms without notice to you as and when we determine. We will post any changes to the Terms on the Site and you should check for any changes on subsequent visits. You agree that any use by you of the Site following changes having been posted by us will be deemed acceptance of all such changes.
- 1.4. References to Clauses are (unless otherwise provided) references to the clauses of these Terms. Words in the singular include the plural and in the plural include the singular. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. References to **including** and **include(s)** shall be deemed to mean respectively including without limitation and include(s) without limitation.

2. Registration

- 2.1. You represent and warrant to us that any and all information provided by you (including any information you provide on registering for use of the service) is true, accurate and complete. You undertake to notify us promptly of any changes to such information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We reserve the right to decline any application from you to register as a user of the Service in our sole discretion and/or to suspend your use of the Site and/or the Service where we in our sole discretion believe that you are in breach of this clause 2.

3. Access

- 3.1. In order to enhance user experience, you agree that we may change the structure, content and nature of the Site at any time without notice to you.
- 3.2. In particular, you agree that :
 - 3.2.1 we may cease providing any or all of the Site and/or the Service to you;
 - 3.2.2 if we (in our sole discretion) determine that your bandwidth usage exceeds a reasonable level we may control your use of the site by reducing or preventing your access.

3.3. Your access to the Site is free of charge, unless otherwise stipulated by us. In the event that, and to the extent that, we make no such stipulation, our fulfilment of its obligations imposed by these Terms is in consideration of your fulfilment of all obligations imposed by these Terms upon you.

4. **Privacy**

4.1. Your use of the Site, including any registration process, may involve your disclosure to us of personal data (which term shall include sensitive personal data) relating to data subjects (**personal data**, **sensitive personal data** and **data subjects** each as defined by the Data Protection Act 1988). In the event that you do so disclose such personal data you:

4.1.1. warrant and represent to us that you have secured all consents and permissions, and have taken all actions necessary, as may be required by applicable law for the purposes of disclosure to us and subsequent use by us of any such data relating to third parties in the provision of the Site in accordance with our [privacy policy](#); and

4.1.2. in relation to any personal data relating to you, you consent to the use of such personal data in accordance with our [privacy policy](#).

5. **Restrictions on Use**

5.1. You may only use the Site in accordance with these Terms, and as may be permitted by any relevant law and/or decree of any relevant regulatory body. You agree to use the Site solely for your own non-commercial use and benefit.

5.2. You agree not to access (or attempt to access), monitor and/or copy any of the Site through any automated means, including use of agents, robots, spiders, scripts or web crawlers.

5.3. You agree that you will not engage in any activity that interferes with or disrupts the Site, or the servers and networks which are connected to the Site.

5.4. You shall only use the Site, the Service, and any database accessed through the Site (each such a **Database**) for your own private purposes (save to the extent that we otherwise agree in writing). By way of example, you shall not copy all or part of the contents of the site or any Database for the purpose of making those contents available to third parties without our prior written consent. You acknowledge that each Database has been created through the expenditure of substantial time, effort and money and constitutes valuable intellectual property of us or our affiliate organizations. Where you access the Service and/or any Database pursuant to the terms of a valid Subscriber's Agreement, you may use any copies of search output solely for the internal business purposes of the Subscriber.

6. **Intellectual Property**

6.1. The Site contains a range of information (including text, data files, video, audio and graphics and other content) (**Content**) which is protected by copyrights, trademarks and other forms of Intellectual Property Rights recognized and protected by national and international laws. You agree to comply with all such laws as are applicable to you.

6.2. Except as permitted by these Terms, you may not copy, or make any use of any part of the Site (or the Service and/or of any Database) or use any such Intellectual Property Rights for any purposes. In particular you may not modify, rent, lease, loan, sell, distribute or create derivative works based on the Content (either in whole

or in part) unless you have been specifically permitted to do so by us, or by the owners of that Content, in a separate agreement.

- 6.3. You may not use any of the trademarks, trade names, service marks, copyrights, logos, domain names and other distinctive brand features belonging to us or any third party unless you have valid written permission to do so. You agree not to alter, remove or obscure any proprietary rights notices (including copyright and trade mark notices) which may appear in or be held within the Site.
- 6.4. You agree that you are solely responsible for any Content that you create, transmit or display while using the Site and for the consequences of your actions (including any loss or damage which we may suffer) by doing so. You agree that we have no responsibility for policing how such content is used: you are responsible for protecting and enforcing any such right.
- 6.5. By submitting consent to the Site you grant us a perpetual, irrevocable, royalty-free and non-exclusive licence to use any Content submitted by you in any manner we in our sole discretion think fit on the Site (including the option not to use it, or to use only part, to delete or archive it or to make such changes to such content as we in our sole discretion may determine). You agree that we may transmit or distribute your Content over various public networks and in various media, as part of the technical process of providing the Site. Finally, you represent and warrant to us that you have all necessary powers, rights and authority to grant the licence contained in this clause.
- 6.6. In these Terms **intellectual property rights** shall mean all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, database rights, patents, patent applications, patent rights, rights in designs, trademarks, trademark applications, trademark registrations, trademark rights, trade secrets and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence, all modifications, continuations, renewals and extensions of the foregoing, and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries and remedies relating to any past, present or future infringement of any of the foregoing, arising under the laws of any country, state or jurisdiction in the world.

7. **Term and Termination**

- 7.1. These Terms commence on the date you access the Site, and last for the duration of your use whenever you use the Site.
- 7.2. We may terminate our relationship with you immediately on giving written notice to you if any of the following occurs:
 - 7.2.1. you commit a breach of any of these Terms; (where you are a body corporate or a partnership), if you present a petition or has a petition presented by a creditor for your winding up, or convene a meeting to pass a resolution for voluntary winding up, or enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), or have a receiver or administrator appointed over all or any of your undertaking or assets; (where you are an individual), if you die or if you commit any act of bankruptcy or insolvency, or make or negotiate any composition or arrangement for the benefit of your creditors; or
 - 7.2.2. where we believe we are required to terminate our relationship with you by law (including where the provision of the Site and/or the Service is, or becomes, unlawful);

7.2.3. where the provision of the Site and/or the Service is in our opinion no longer commercial viable;

7.2.4. in the event that you are accessing the Service and/or any Database pursuant to the terms of a Subscriber's Agreement, where such Subscriber's Agreement is terminated.

7.3. Termination shall not affect any accrued rights of either you or us existing as at the date of termination. Clauses 2, 4, 6, 7, 8, 9, 12, 13.2, 13.3 and 14 shall remain in full force and effect notwithstanding termination of these Terms.

7.4. You acknowledge that we shall have the right to disable any password used by you in your use of the Site immediately upon termination of these Terms or where we in our sole discretion and without notice to you believe that our interests or the Site are jeopardised.

8. **Exclusion and Limitation of Liability**

8.1. Nothing in these Terms, including this clause 8, shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by its negligence.

8.2. Because we are allowing you to use the Site free of charge, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in these Terms (including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement). Any condition, warranty, representation or other term concerning the supply of the Site which might otherwise be implied into or incorporated in these Terms, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

8.3. You expressly understand and so agree that your use of the Site is at your sole risk and that the Site is provided "As Is" and "As Available."

8.4. In particular, we, our subsidiaries and affiliates, and our licensors, do not represent or warrant to you that:

8.4.1. your use of the Site (including its use in conjunction with any other software) will meet your requirements, that your use of the Site will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of the Site, Service and/or any Database provided to you will be corrected; and

8.4.2. any information obtained by you as a result of your use of the Site will be accurate or reliable, and

8.4.3. that defects in the operation or functionality of the Site will be corrected, rectified, or remedied.

8.5. Any material downloaded or otherwise obtained or accessed through the use of the Site is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.

8.6. No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from the Site shall create any warranty not expressly stated in the Terms. Whilst we obtain information for inclusion in the Site in good faith from sources which we consider to be reliable, you acknowledge that the contents of the Site are based on information supplied to us by third parties and are not independently verified by us. The Site is not intended to provide tax, legal or

investment advice. We shall not be under any liability whatsoever in respect of any inaccuracies or omissions in the Site, nor for any delays in updating the same. All such liability is excluded by us to the fullest extent permitted by law.

- 8.7. You expressly understand and agree that given your free access to the Site we and our licensors shall not be liable to you for:
- 8.7.1. any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of the Site and/or its use or non-availability;
 - 8.7.2. loss of profit, business revenue, goodwill and anticipated savings;
 - 8.7.3. any trading or other losses which you may incur as a result of use of or reliance upon any content;
 - 8.7.4. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Site; or
 - 8.7.5. any effect which use of the Site may have on any software you use in conjunction with the Site.
 - 8.7.6. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Site; and/or
 - 8.7.7. your failure to keep any password employed by you in your use of the Site secure and confidential.
- 8.8. The limitation on our liability to you in Clause 8.7 above shall apply whether or not we have been advised or should have been aware of the possibility of any such losses arising.
- 8.9. In the event that any exclusion contained in these Terms shall be held to be invalid for any reason, our total aggregate liability to you shall be limited to £100 (ONE HUNDRED POUNDS). In view of the fact that you are not required to make any payment for the licence granted under these Terms, you acknowledge that this limitation on our liability is reasonable.
- 8.10. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of the Site, Service and/or any Database; that we cannot adequately insure its potential liability to you; that you are not required to make any payment for the license granted under these Terms, and that accordingly the exclusions and limitations contained in this clause 8 are reasonable.
- 8.11. References in this Clause 8 to the Site shall be deemed to include references to the Service and/or to any and all Databases.

9. **Third Party Software**

- 9.1. In order for you to make full use of the Site, the Service and/or any Database it may be necessary for you to use particular computer equipment or to download or install certain pieces of software. If you are unable to access all or part of the Site because you do not have access to any necessary software or equipment, this shall

not constitute a breach of these Terms by us and we shall not be liable for any loss, damage or expense which may result from your inability to access the site, Service and/or Database.

10. **Links**

10.1. We reserve the right to refuse applications to link to our right from people or organizations that we consider unsuitable. For further information or to request permission to link to the Site please contact us.

10.2. The Site may contain links that make it easy for you to visit other people's websites. We do not have any control over these sites, and we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such sites or resources.

11. **Audit**

11.1. You grant us the right to audit your use of the Site, so as to ensure compliance by you with these Terms.

12. **Confidentiality**

12.1. You shall keep confidential, shall not use for any purpose not permitted in these Terms and shall not disclose any password employed by you in your use of the Site.

13. **General**

13.1. You shall not assign, transfer or sub-license any of your rights or obligations under these Terms. We may at any time assign all or any of our rights and transfer all or any of our obligations under these Terms.

13.2. Failure or neglect by us to enforce any of the provisions of these Terms at any time shall not be construed or deemed to be a waiver of our rights nor shall this in any way affect the validity of the whole or any part of these Terms, nor prejudice our rights to take subsequent action.

13.3. If any part of any provision of these Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provision and all other provisions of these Terms shall continue to be valid and enforceable to the fullest extent permitted by law.

13.4. These Terms represent the entire agreement of you and us in relation to the subject matter of these Terms and supersedes any previous agreement between you and us in relation to the Site. Neither of you and us have relied upon any statement or representation made by the other in agreeing to enter this contract.

14. **Law and Jurisdiction** These Terms shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with these Terms.