

# Onino Website Terms and Conditions

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## 1. Acceptance of Terms

These ONI Website Terms and Conditions ("Terms") govern all ONI web pages ("Site"), any usage of the Site and all Products and Services (please see 2. Use of ONI Site for definition of "Products and Services") provided by ONI.

By accessing, visiting, or otherwise using the Site and Products and Services, you agree to be bound by these Terms. ONI reserves the right to update the Terms at any time without notice to you. The current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hyperlink located at the bottom of our Site.

All rights and usage of Products, Services, and designs not expressly licenced or any other right conferred by ONI are exclusively reserved and remain the sole property of ONI.

**Important:** All data including the structured finance and other financial and statistical data contained and accessible on the ONI platform or provided by ONI is from publicly available sources and therefore ONI cannot validate or accept responsibility for the accuracy or reliability of such information. All usage of the content, rating tools, credit information, statistics, models, ratings, systems, controls, features, data, databases, tools, Products and Services provided by ONI and any reliance on the same are entirely at the users own risk. Any outcome from the usage on or from the ONI platform is not a guarantee or indication of accuracy or a prediction of any other outcome from Products and Services provided by ONI or any other third-party, financial institution, professional, professional services provider, authority, agency or body. Accordingly, the user releases ONI from any liability whatsoever for such reliance or usage of the platform, Site, Products and Services to the extent permitted by law. By using the ONI platform, the user agrees to be bound by this.

## 2. Use of ONI Site

ONI is committed to providing a safe and positive experience to all users on the Site. To achieve this, ONI require all users to adhere to the following rules without exception when using and accessing information on the ONI Site.

ONI may provide you with access to a variety of custom and unique resources, information, products, monthly subscriptions and/or services (in all forms including credit rating information, structured products information, tools, industry and publicly available data, software, support services, data services and facilitation services and any other Products and Services that may from time to time be added or made available by ONI- (collectively "Products and Services"). The Products and Services including any updates, enhancements, changes, new features, and/or the addition of any new properties or web properties, are subject to the Terms and are exclusively owned and controlled by ONI.

When using the ONI Site and the Products and Services, you must comply with all applicable laws, including the laws in your jurisdiction, those applicable to the Site, federal, state, jurisdictional, including the laws regarding the transmission and receipt of technical and personal data.

You also agree not to:

- Display, publicise, disseminate, send, receive, represent or store obscene or inappropriate content.
- Threaten, harass, stalk, defame, or defraud any person or entity.
- Violate copyright, trademark, or other applicable intellectual property laws.

- Advertise, promote, endorse, or market, directly or indirectly, any third-party commercial products, services, solutions, or other technologies.
- Attempt to collect, store, or publish personally identifiable information (a) without the owner's knowledge and consent or (b) illegal, offensive or obscene or (c) of a minor under in any circumstances.
- Distribute unwanted, unsolicited, or harassing email or other messages, promotions, advertising, or solicitations ("spam").
- Send deceptive or false source-identifying information, including "spoofing", "phishing" or any other unreliable information.
- Access or use any application, system, service, tool, data, financial, account, network, or content without authorisation or for unintended purposes.
- Disable, disrupt, circumvent, interfere with, or otherwise violate the security of the Site or users on the Site.
- Attack, abuse, interfere with, intercept, disrupt, or exploit any users, systems, or services, regardless of how accomplished these are and notwithstanding anything to the contrary in these Terms, including but not limited to Denial of Service (DoS), monitoring, crawling, spamming, using bots or scripts, or distributing malware (such as viruses, Trojan horses, worms, spyware, or adware).
- Engage in or promote any illegal or criminal activity such as, but not limited to, child pornography, gambling, or piracy.
- Authorise, permit, enable, induce, or encourage any third party to do any of the above.

If you violate these Terms, your access to the Site and our Products and Services may be terminated immediately and without notice and where applicable, relevant legal and regulatory authorities will be informed and where appropriate legal action taken.

### 3. Privacy

ONI's Privacy Policy, describes how ONI will protect your privacy and handle your personal information (where applicable) when using the ONI Site, Products and Services. By using the Site, Products and Services you agree that ONI can use such information in accordance with ONI's policies. Please see our [Privacy Policy](#) for further information.

### 4. User Accounts and Profiles

To access certain services or features on the Site, you may be required to create an account, profile, and access the online platform. ONI may also offer access to certain Products and Services, content providers, publicly available and collated information, upgrades and features of the Site to you which may incur a fee. In such situations, or when using other ONI Products and Services as part of the Site, additional ONI terms or requirements may be applicable, and those additional terms become part of your agreement with ONI.

In the event of any conflict between such additional terms and these Terms, the additional terms will control.

If any Products and Services on the Site requires you to open an account or create a user profile, the information you provide must be truthful, and accurate. User accounts, profiles, usernames, and passwords are associated with one individual only and you agree that you will never allow access by another person or entity at any time and to never access the account, profile, username, or password of another person or entity at any time. You must notify ONI immediately of any unauthorised use of your account or of any other breach of security that you are or should reasonably be aware of.

ONI may, in our sole discretion, (i) reject or remove anything you post or publish, (ii) restrict, suspend, or terminate your access to any or all of the Site and Products and Services (in accordance with these Terms), or (iii) cease to provide and maintain the Site and Products and Services, at any time, for any or no reason, with or without prior notice, and without any liability on ONI or our third-party suppliers or, where applicable, their suppliers (in accordance with these Terms). Upon doing so, ONI may retain or delete any information or content that you have provided or saved in accordance with applicable laws and our Privacy Policy.

## 5. Our Site Content

### 5.1 General content

The ONI Site contains content owned, operated, licenced, and/or controlled by ONI and is protected by copyright, trademark, trade secret, or other proprietary rights ("Site Content"). ONI or its licensors retain all rights in such Site Content as it pertains to the Site. ONI grants you a limited, revocable, non-sublicensable right to view the Site Content solely for your internal use of the Site. Additionally, certain Site Content may include, but is not limited to, icons, interactive design software, photographs, white papers, product documentation and information, technology overviews, video and guidance content, social media content and implementation guides. These materials may be used under limited circumstances in strict accordance with our Policies and in all circumstances are for reference purposes only. The Site Content is not intended to be a recommendation and does not provide any advice (financial, legal, professional, tax or advisory) or recommendations on Products and Services or the usage of such Products and Services.

The trademarks, logos, and service marks ("Marks") displayed on the ONI Site and on the Products and Services are the property of ONI or other third parties connected to ONI. ONI is a registered trademark of ONI and/or its affiliates. You are not permitted to use any Marks without the prior written consent of ONI or the third-party that owns the Mark. Any such consent provided may be revoked at any time without reason by ONI, notwithstanding any agreement to the contrary.

### 5.2 Ratings

Ratings and all other information on the Site may be used entirely at a user's own risk. Credit ratings assigned by ONI represent statements of opinion only, on the capacity and willingness of an entity or the capacity of a transaction to make all required interest and principal payments on a given obligation in a timely manner.

ONI also assigns non-credit ratings which are identified by their definition and the use of specific modifiers and/or rating scales. Where ONI assigns solicited and unsolicited ratings, these are clearly distinguished as being solicited or unsolicited.

ONI provides to the entity that is being rated or whose financial commitments are being rated (the "issuer") the documents that substantiate the rating to be attributed; this entity is thus given the opportunity to clarify or correct factual details. ONI also grants the issuer the possibility of appealing a rating accorded by ONI provided this appeal is supported on additional reliable information that has not been considered in the original rating.

Any rating does not: (i) consider individual users' personal objectives, financial situations or needs; or (ii) constitute financial or investment advice or a recommendation or offer or solicitation to buy or sell any

investments that may be mentioned and is only one of the factors that investors may or may need to consider in reaching a decision about the rated entity. The ratings are not intended for use by any person as a benchmark as that term is defined for regulatory purposes and must not be used in any way that could result in them being considered a benchmark.

Throughout the entire period during which ratings are valid, ONI monitors (in accordance with our Privacy policy) the issuer's performance via public sources and information provided by the issuer/sponsor and, if a material development occurs, ONI may bring forward the date of review unless stated to be a point in time rating.

Ratings are assigned based on information collected from a wide variety of sources which ONI believes to be reliable including from the entity being rated or whose financial commitments are subject to rating. ONI has measures that aim to ensure transparency, credibility, and independence and also that the rating classifications are not influenced by conflicts of interest. Furthermore, ONI has measures aimed to ensure that, to the extent available in the circumstances, it has obtained reasonable verification of the information it uses in assigning a rating and that such information is from reliable sources. Notwithstanding the foregoing, if ONI is not satisfied with the quality of the information, it reserves the right to decline to assign the rating and reserves the right to do so. The according of a rating should not be viewed as a guarantee of the accuracy, completeness, or timeliness of the information relied on in connection with the rating or the results obtained from the use of such information.

Ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts and additionally may be affected by future events or conditions that were not anticipated, are outside the control of the economy, company, and ONI at the time a rating was issued or confirmed. ONI maintains editorial control of its publications relating to ratings assigned, and reserves the right at any time to modify, remove or discontinue these ratings or their outlooks;

the assignment, publication, or dissemination of a rating by ONI shall not constitute consent by ONI to be named as an expert, advisor or otherwise in connection with any registration statement or prospectus filed under the United States securities laws, the Financial Services and Markets Act of 2000 of Great Britain, or the securities laws of any applicable jurisdiction.

### 5.3 Software, Products and Services Content

Software, Products and Services, in both source, tangible and binary forms, sample code, APIs, SDKs, software (and where applicable hardware) associated documentation, data, Products and Services designs, logos, manuals and technical specifications, survey reports, and all other related materials (collectively, "Software and Services Content") may be available for download or on request through other means on certain parts of the Site. ONI or its licensors own and retain all rights in such Software, Products and Services Content, including all applicable intellectual property and copy rights. Nothing in these Terms grants any right or licence to use, pass-off as, distribute, copy, imitate, amend, edit, rework, or resell the Software, Products, and Services.

## 6. Your Content

ONI do not claim any ownership rights in any text, files, images, photos, data (financial, statistical or any other form), video, sounds, software, works of authorship, or other materials that you upload and subsequently download or otherwise provide to our Site or to the Products and Services themselves (collectively, "User Content") unless it originally came from ONI or our Site. However, you grant to ONI a worldwide, royalty-free, sublicensable, perpetual, irrevocable licence to use, modify and securely store User Content for the limited purpose of providing the Site and all related Products and Services as provided and updated from time to time.

You cannot post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. ONI may terminate an

account and/or deny access to any user who has or is alleged to have infringed the copyright, trademark, patent, or proprietary rights of another individual or company.

Please do not submit any confidential or private information to or through Products and Services and in any event, if you do and/or where it relates to you, you do so at your own risk and agree that ONI will have no direct or indirect liability as a result of any such disclosure or consequences thereof including enforcement, financial and legal implications.

If you provide ONI with any feedback or ideas, you authorise ONI to use your feedback for any purpose, without any restriction, licence requirement, objection, or limitation (including on the use of and length of time of such usage).

If you believe that your copyright or other rights have been infringed, please provide written notice with the following information to [compliance@ONIratings.com](mailto:compliance@ONIratings.com). ONI will not be able to assist with any other copyright or other right infringement that is not directly on our site, networks or other repositories (including any tangible usage of such copyrighted information):

- A description of the copyrighted work or other work that you claim has been infringed
- A description of where the material that you claim is infringing is located on our sites, networks or other repositories
- Your address, telephone number, and email address
- A written statement by you that you have a good faith belief (and reasonable) that the disputed use is not authorised by the copyright owner, its agent, or the law
- Evidence of your ownership of such copyright.

If the disputed materials were posted by a third party identifiable through reasonable efforts, ONI will try to provide notice to that third party. If the third party responds, ONI will provide you with the information so that you may take any other steps you may consider appropriate, ONI will not be involved other than with the facilitation of this initial response from a third party and in any event, will not be held responsible, accountable or liable for any response or failure to respond or any consequences resulting from the copyright dispute, allegation or usage.

## 7. Charges, Cancellation and Refunds (if applicable)

### 7.1 Charges

You agree that, if applicable to any Products or Services, ONI may charge you (directly or through our third-party service providers) all amounts due and owing for any Products and Services, including taxes and service fees, third-party provider and consultant fees, set up fees, subscription fees, or any other fee or charge associated with the Products and Services you agree to buy or obtain from ONI.

### 7.2 Changes to charges

ONI may change prices at any time, including changing from a free or paid Product or Service and charging for Products and Services that were previously offered free of charge or offering Products and Services that were previously for a charge for free. ONI will provide you with prior notice of any changes.

### 7.3 Cancellation

You may cancel your Products and Services by providing written notice to ONI in accordance with the applicable agreement relating to the Products and Services.

### 7.4 Refunds

If applicable, our refund policy will be provided in accordance with the applicable agreement relating to the Products and Services you purchase.

## 8. Prices and availability

Some of the Products and Services featured on the Site are displayed for promotional purposes only and may not be available for access or purchase through the Site. All Products and Services offered for access or purchase on the Site are subject to availability. ONI has no obligation to ensure such availability and will not be held directly or indirectly accountable, liable or required to compensate in any form, where there is no such availability or accessibility to the Products and Services. The prices stated for such Products and Services are subject to change without notice. Any ONI publication may include technical inaccuracies or typographical errors. ONI shall not be held responsible for any pricing, typographical, or other errors in such publications. Changes may be periodically made to these publications. These changes will be incorporated in new editions of these publications. ONI may make improvements and/or changes in the Products and Services and/or the programs described in these publications at any time without notice.

## 9. Promotional offers

All promotional offers made on the Site are limited to purchases made from ONI and its participating authorised dealers and are subject to the conditions of the offer. Purchases must be made during the specified promotional period to qualify; separate terms may be provided for any promotional offers.

## 10. Order acceptance

We reserve the right, at our sole discretion, to cancel or refuse any request to access or order for any reason at any stage of the online process, including after an account has been created or an order has been submitted and whether or not the account access or order has been granted or confirmed. Unless otherwise agreed to by ONI, payment must be received by ONI prior to acceptance of an order. Some situations that may result in cancellation include limitations on quantities available for access, purchase, inaccuracies or errors in Products and Services or pricing information, or problems identified by our credit and fraud avoidance procedures and teams. We may also require additional verifications or information before accepting any order. We will attempt to contact you if all or any portion of your order is cancelled or modified, or if additional information is required to accept your order.

## 11. Resale

Access and/or purchases made on the Site are intended for end users only. Products and Services provided and/or sold through the Site are not authorised for resale or export. The resale of or offer to sell new ONI Products and Services without the authority of ONI is an infringement of ONI and our suppliers intellectual property rights.

## 12. Termination

- If you fail to comply with any of the terms contained in these Terms and Conditions, ONI may terminate your account and/or agreement.
- If in ONI's reasonable opinion you do anything to jeopardise the operation of the Products and Services.
- If you permit the use of the Products and Services for illegal purposes.

## 13. Troubleshooting Technical Issues

For technical issues and troubleshooting with your Products and Services, please visit contact [team@onino.io](mailto:team@onino.io)

## 14 Telephone communications

Telephone communications with us, including calls with any of our agents or independent contractors, may be recorded and monitored. You expressly consent, on behalf of yourself and other users of your phone number, to being monitored or recorded. By providing us with a phone number (including mobile) as your contact number, you expressly authorise us to contact you regarding your account for non-telemarketing communications, via text message, communication service or telephone, including (where applicable) the use of pre-recorded or auto-dialled calls, using that number.

## 16. Disclaimers, Intellectual Property and Limitations of Liability

Except as expressly permitted and agreed by ONI, nothing in these Terms or the Products and Services supplied to any customer, client or third-party shall, by any means including by sale, transfer, completion, implication, estoppel, or otherwise, confer, provide, transfer, gift, relinquish, give rise to or otherwise any licence or right to any trade secret, patent, trademark, copyright (designs), design (including unique client and customer Products and Services designs) or other intellectual property right owned, created, controlled or produced by ONI or any third-party providing services to ONI. This clause will last indefinitely on all Products and Services and in any event, for as long as applicable law permits.

### 16.1 Intellectual Property

All Products and Services created by, designed by, controlled by (indirectly or directly) and sold by ONI are the exclusive property of ONI. Nothing confers, by sale, transfer, completion, implication, estoppel or otherwise, any licence or right under or to any trade secret, patent, trademark, copyright, design, or other intellectual property right, any right to the usage, resale, distribution, ownership, or any other right of such Services (including products and custom products), creations and designs.

For the avoidance of doubt, the above applies to all Products and Services produced or provided by ONI which may include both digital and tangible Services and products such as: associated designs, custom designs, one-off designs or images, reprints, artwork (in all forms), digital images, digital drawings, drawings, sketches, digital sketches and plans, digital plans, logos, mock-ups, physical images, architectural drawings, CAD designs and other design software drawings. All rights and usage not expressly licenced or conferred by ONI are exclusively reserved and remain the sole and exclusive property of ONI.

### 16.2 Limitations of Liability

Although ONI has attempted to provide accurate information on the Site, ONI assume no responsibility for the accuracy or reliability of any information or data on the Site or any linked or associated third-party site.

ONI do not endorse or assume responsibility for user conduct or what information (in all forms) users submit to our Site. Nothing in these Terms requires ONI or any third-party to monitor the Site or to modify or remove any materials or information (in all forms).

The ONI Site may contain links to third party sites. ONI only provide these links merely as a convenience and the inclusion of such links does not imply any endorsement, validation or recommendation of their content or Services. Access to any other site linked to this Site is accessed, used or relied on at your own risk and ONI are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on such sites and will have no liability for any reliance and consequential or inconsequential loss from such reliance.

You are solely responsible for maintaining the confidentiality of your account, registration, and password information. ONI will not be liable for any harm caused directly or indirectly by, or related to, the theft or misappropriation of your username or password, disclosure of your username or password, or your authorisation of anyone else to use your username or password. ONI may change the programs, Products and Services mentioned at any time without notice. Mention of non-ONI products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation.

The Site and all information on the Site are subject to applicable local laws and may also be subject to the laws of the country where you reside or access the ONI Site and Services. ONI reserve the right to investigate and take appropriate action against anyone who, in ONI's sole discretion, is suspected of violating any applicable law, including, without limitation, reporting you to any regulatory and law enforcement authorities.

THIS SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, ONI DISCLAIMS ALL CONDITIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR THAT ARISE FROM A COURSE OF DEALING, USAGE, RELIANCE OR TRADE PRACTICE.

THE TOTAL AGGREGATE LIABILITY WILL NOT EXCEED THE TOTAL AMOUNTS PAID TO ONI BY YOU UNDER ANY AGREEMENT IN WHICH THE CLAIM OR CLAIMS ARE MADE, OR £5000 (INCLUDING ALL FEES) WHICHEVER IS THE LOWER AMOUNT.

WHERE YOU DEAL AS A CONSUMER WITH ONI, NOTHING IN THE AGREEMENT OR TERMS AND CONDITIONS WILL AFFECT YOUR STATUTORY RIGHTS.

ONI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE OR ANY RELATED SERVICES OR CONTENT, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF ONI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES. FURTHERMORE, ONI WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INDICENDTAL DAMAGE OR DAMAGES CAUSED BY THE USE OF SERVICES (OR PRODUCTS), SUCH USAGE IS THE SOLE RESPONSIBILITY OF THE CUSTOMER OR THIRD-PARTY AND ONI EXPLICITLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY TO THE EXTENT PERMITTED BY LAW.

YOU AGREE TO INDEMNIFY ONI FOR ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY ONI, INCLUDING WITHOUT LIMITATION LEGAL FEES, ARISING FROM ANY BREACH BY YOU OF ANY WARRANTY OR OTHER TERM HEREIN OR YOUR MISUSE OF ANY MATERIAL OR INFORMATION OBTAINED THROUGH THE SITE. YOU FURTHER

UNDERTAKE TO INDEMNIFY ONI FOR ALL LOSS OR DAMAGE INCURRED BY ONI IN RELATION TO ANY THIRD-PARTY CLAIM AGAINST ONI FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING IN RELATION TO YOUR PROVISION OF MATERIALS TO THE SITE.

ONI DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS OR USAGE FROM USE OF THE SITE OR ANY RELATED PRODUCTS AND SERVICES OR CONTENT.

## 17. About Our Terms

ONI reserve the right to change these Terms from time to time at our sole discretion. It is your responsibility to check this page periodically for any updates.

17.1 Governance: These Terms are governed by the laws of England and Wales, excluding any conflict of laws rules or principles.

17.2 Agreement: By accepting these terms you agree to be bound by the Terms and Conditions in full.