

Terms of Service

Sedex Information Exchange Limited

These terms and conditions set out the basis upon which the Service will be made available to you. Please read these terms and conditions carefully to be sure that you understand them. To proceed

with your application once you have read and agreed to be bound by these terms and conditions, tick the checkbox in the Terms and Conditions section on the "Join Now" page. Once you have completed our online registration and payment procedure and we have processed your application to become a Member of Sedex, we will notify you via email that your registration is complete and that you have been accepted as a Member. Your account will then be activated. On receipt of the email, you will have entered into a legally binding contract for the provision of the Service.

1. Agreement and parties

- 1.1. The Agreement is made between Sedex and User.
- 1.2. User agrees to these Terms of Service by registering with Sedex at the Site to use the Service or, if registration is offline, by returning a signed copy of these Terms of Service.
- 1.3. User shall procure that End Users comply with these Terms of Service.
- 1.4. User confirms and warrants that all the information it supplied when it registered for the Service is true, complete and accurate in all respects.

2. Definitions and interpretation

2.1. In these Terms of Service, except where the context requires otherwise:

"Authorised Members"	means Members who are specifically authorised to access a User's Data by such User;
"Agreement"	means the agreement between User and Sedex upon these Terms of Service;
"Data"	means data in electronic format uploaded by a User to the Site for access and download by Authorised Members;
"End User"	means an individual who is an employee, agent or contractor of User and who is authorised by User to use the Service on behalf of User;
"Sedex"	means Sedex Information Exchange Limited whose registered office is at 24 Southwark Bridge Road, London SE1 9HF; "Member" means a member of Sedex;
"Membership Fees"	means the membership fees as determined by Sedex in accordance with the Membership Rules;

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"Membership Rules"	means the membership rules of Sedex which can be accessed through the following link: Sedex Membership Rules
"Service Documentation"	means the manuals, documentation and other reference materials (whether in electronic or hard copy format) provided to User by Sedex in relation to the Service, as amended and in force from time to time;
"Service"	means the online information exchange operated by Sedex accessible from the Site;
"Site"	means the web site hosted and managed by Sedex and which allows the User and its authorised End Users to upload, display and access Data on the Internet;
"Payment System"	means the internet payment systems including, but not limited to Alipay, Paypal, and Offline payment method of BACS.
"User"	means a Member who registers with Sedex to use the Service.

2.2. In these Terms of Service:

- 2.2.1. clause headings are inserted for ease of reference only and do not affect construction;
- 2.2.2. words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof;
- 2.2.3. references to clauses are to the clauses of these Terms of Service.

3. Provision of the service

- 3.1. Subject to observing and performing the terms of the Agreement, the Membership Rules and continuing to be a Member, Sedex shall provide the Service to User.
- 3.2. User shall use the Site solely for the proper use of the Service and shall use the Service in accordance with the Service Documentation.
- 3.3. User acknowledges that the Service consists of the storage and management of Data provided by Users and that Sedex has no knowledge of and exercises no control whatsoever over the content of Data.
- 3.4. User shall observe all relevant national and international laws and regulations in User's use of the Service and shall not interfere with the use and enjoyment of the Service by other Users.
- 3.5. User acknowledges that it must provide for its own access to the World Wide Web, pay any service fees and telecommunication charges associated with such access and provide and maintain all hardware and software, including a compatible Web

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browser, for User and its End Users to browse the Site and upload and download Data. User is responsible for ensuring that the configuration of hardware and software used by User to access the Service are compatible with the Service.

- 3.6. Sedex may:
 - 3.6.1. for operational reasons, modify the technical specification of the Service, provided that any change to the technical specification does not materially adversely affect the performance of the Service;
 - 3.6.2. suspend the Service in whole or in part for operational reasons such as maintenance or because of an emergency; and
 - 3.6.3. suspend or discontinue the Service in whole or in part or remove or disable access to any Data uploaded to the Site if Sedex considers that continued provision of the Service would violate any applicable law, rule or regulation or upon Sedex obtaining actual knowledge of the fact that a court or an administrative authority has ordered such suspension, discontinuance, removal or disablement or of any allegation of unlawful activity in relation to such Data.
- 3.7. User agrees that Sedex shall not be liable to User or any third party for any such modification, suspension, discontinuance, removal or disablement.

4. Fees and Payment

- 4.1. User shall pay to Sedex the applicable Membership Fees.
- 4.2. If User registers for the Service online at the Site, User shall pay to Sedex the applicable Membership Fee using the Payment System as indicated at the Site.
- 4.3. If User registers for the Service offline, User shall pay to Sedex the applicable Membership Fee within 21 days from the date that the User receives the invoice or BACS transfer sheet detailing such fee.
- 4.4. All sums due pursuant to this Agreement are exclusive of Value Added Tax which User shall when applicable pay to Sedex at the prevailing rate in addition and at the same time as payment of the Membership Fees.
- 4.5. Payment of all sums due to Sedex under the Agreement shall be made by User in full without any set-off, deduction or withholding whatsoever.

5. User's undertakings

- 5.1. User warrants to and undertakes with Sedex that it shall observe and perform the terms of the Agreement.
- 5.2. User warrants to and undertakes with Sedex that it shall:
 - 5.2.1. not knowingly or recklessly post, link or transmit to the Site any material:
 - 5.2.1.1. that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise

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- objectionable in any way;
- 5.2.1.2. containing a virus, trojan horse, worm or other hostile computer program;
- 5.2.1.3. that may constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright or other intellectual property right or similar right of any person under the laws of any jurisdiction;
- 5.2.2. ensure that at all times User maintains a current back-up of all Data uploaded by it to the Site and User acknowledges that Sedex shall not be responsible for any loss or corruption of Data during or after transfer;
- 5.2.3. not in any way make any representation or warranty regarding the Site or the Service other than those from time to time agreed by Sedex in writing;
- 5.2.4. not upload to the Site any Data which is protected by copyright, or other proprietary right, unless User is the copyright owner or right holder or has an appropriate licence from the copyright owner or right holder;
- 5.2.5. comply with all requirements, procedures, policies and regulations of Sedex issued from time to time in relation to the use or operation of the Site;
- 5.2.6. not use the Site for illegal purposes;
- 5.2.7. not interfere with or disrupt the Site or operation of the Service;
- 5.2.8. not offer in any manner, to a third party who is not a Member, the Service or use of or access to the Site;
- 5.2.9. not attempt to gain unauthorised access to any Data.
- 5.3. User shall be responsible to Sedex for any act or omission on the part of any of User's End Users as if it was the act or omission of User.

6. Security

- 6.1. User will be able to choose a company administrator username and password when it registers for the Service. This user can then allow access to its own end users. User shall allow access to such administrator username and password only to such of its employees, agents or contractors who have a need to know it for the proper administration of the Service.
- 6.2. User will allocate usernames and passwords to its End Users. User shall allow access to such usernames and passwords only to such of its End Users as have a need to know it for the proper use of the Service. This may include de-activating any usernames and passwords previously given to End Users where such End Users cease to be authorised to use the Service;
- 6.3. User is responsible for maintaining the confidentiality of the passwords and usernames, and is fully responsible for all activities which occur under User's username and password.

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- 6.4. User is responsible for all interaction with and support to its End Users.
- 6.5. User shall forthwith notify Sedex if it becomes aware of any unauthorised use of any such usernames and passwords or circumstances occur which give rise to a risk of such unauthorised use.
- 6.6. If Sedex has reason to believe that there has been or is likely to be a breach of security or misuse of the Service Sedex may change User's passwords and Sedex shall notify User accordingly.

7. Intellectual property

- 7.1. All intellectual property rights in Data shall, as between User and Sedex, be and remain vested in User.
- 7.2. User warrants to Sedex that Data uploaded by User are the intellectual property of User or User's licensee and that Sedex's receipt, storage and transmission of Data in connection with the Service shall not infringe the rights of any third party.
- 7.3. For the purpose of providing the Service, User grants to Sedex all necessary licence rights, including the licence to load, store and copy for archival or backup purposes Data uploaded by User.
- 7.4. User grants Authorised Members all necessary licence rights, including the licence to download, store and copy for archival or backup purposes Data uploaded by User.
- 7.5. All intellectual property rights in software, graphics, interfaces, tools, forms, data files, manuals, methods, procedures, concepts, ideas, creations, inventions, know-how, and other intellectual property in and in relation to the Site and the Service ("Sedex IP") are and will remain the exclusive property of Sedex.
- 7.6. Subject to User's compliance with the terms of the Agreement, Sedex grants to User a non-exclusive, royalty-free license to use, reproduce, and display Sedex IP as required by User for the purpose of the proper use of the Service. Except with Sedex's prior written consent, User may not use, reproduce, or display Sedex IP for the benefit of any party.
- 7.7. The trade mark Sedex shall be and remain at all times the property of Sedex and User shall not use the same in any way without the prior written approval of Sedex (except in the performance of the Agreement) and shall not claim any right of property therein or register or cause to be registered or apply for a similar or imitation of the trade marks.

8. Warranty

- 8.1. Sedex warrants and represents to User that the Service will be provided by Sedex with reasonable skill and care and will provide the facilities and functions set out in the Service Documentation. However, Sedex does not guarantee fault free performance of the Service and User is entitled to the quality of performance generally provided by Sedex from time to time to all users of the Service.
- 8.2. In the event of any defect in the Service that is notified to Sedex in writing, Sedex's sole

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responsibility shall be to use reasonable endeavours to remedy the defect.

- 8.3. Sedex shall use reasonable endeavours to provide continuing availability of the Service but Sedex shall not, in any event, be liable for interruptions or down time of the Service.
- 8.4. All conditions, terms, representations (other than fraudulent representations) and warranties relating to the Service, whether implied by law or otherwise, which are not expressly stated in the Agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are excluded to the fullest extent possible by law.
- 8.5. Sedex will exercise reasonable care to implement the security facilities specified in the Service Documentation, but Sedex does not warrant that its procedures will prevent the loss of, alteration of, or improper access to Data. User is responsible for determining whether Sedex's security facilities meet its needs.

9. Liability

- 9.1. Sedex shall be liable to User as expressly provided in the Agreement but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence) or otherwise to User.
- 9.2. Sedex's total liability in respect of any one incident or series of incidents arising from a common cause in contract, tort (including negligence) or otherwise arising out of or in connection with the Agreement shall be limited to Users' applicable annual Membership Fee.
- 9.3. Sedex shall not in any event be liable to User, either in contract, tort (including negligence) or otherwise for any loss of revenue, profits, goodwill, business contracts, anticipated savings or for any indirect or consequential loss or damage whatsoever from use of the Service.
- 9.4. Sedex shall have no liability to User if the loss to the User is caused directly or indirectly by User's or End User's default including breach of the Agreement.
- 9.5. Nothing in the Agreement shall exclude or restrict Sedex's liability for:
 - 9.5.1. death or personal injury resulting from its negligence; or
 - 9.5.2. fraudulent misrepresentation.

10. Indemnity

- 10.1. User shall fully and promptly indemnify Sedex, its parent, subsidiaries, affiliates, officers, directors and employees, and shall hold Sedex and its parent, subsidiaries, affiliates, officers, directors and employees, harmless in respect of all actions, claims, demands, fines, proceedings, damages, costs, charges and expenses (including legal costs) whatsoever which Sedex may suffer or incur due to or arising out of User's use of the Service or in relation to any Data or as a result (direct or indirect) of any act, omission, default or negligence (including any breach of the Agreement) of User, its End Users, employees, sub- contractors or agents.

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11. Confidentiality

- 11.1. Each of the parties agrees (subject to clauses 11.2 and 11.3) not to:
 - 11.1.1. disclose any information which it receives from the other party and which is identified as confidential or proprietary by the other party or the nature of which is clearly confidential or proprietary ("Confidential Information"); or
 - 11.1.2. make any use of any such Confidential Information other than for the purposes of performance of the Agreement.
- 11.2. Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of the Agreement and who have entered into an agreement containing appropriate confidentiality provisions.
- 11.3. The confidentiality obligations in this clause shall not apply to any information which:
 - 11.3.1. is or subsequently becomes available to the general public other than through a breach by the receiving party;
 - 11.3.2. is already known to the receiving party before disclosure by the disclosing party;
 - 11.3.3. is required to be disclosed by law;
 - 11.3.4. is developed through the independent efforts of the receiving party; or
 - 11.3.5. the receiving party rightfully receives from a third party without restriction as to use.

12. Data protection

- 12.1. In this clause, the terms "personal data", "process" and "data subject" shall have the meanings given to them in the Data Protection Act 1998.
- 12.2. In so far as applicable to the Service, Sedex and User shall comply with the Data Protection Act 1998 and any other applicable data protection legislation that may be in force or come into force during the continuance of the Agreement.
- 12.3. Where, in connection with the Agreement, Sedex processes personal data on behalf of User, Sedex shall:
 - 12.3.1. only process such personal data in accordance with instructions from User, which may be specific instructions or standing instructions of general application in relation to the Service, whether set out in the Agreement or otherwise notified to Sedex;
 - 12.3.2. unless otherwise agreed in writing, only process the personal data to the extent and in such manner as is necessary for the provision of the Service or as is required by law or any regulatory body;
 - 12.3.3. implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful processing or

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accidental loss, destruction or damage to personal data and to the nature of personal data to be protected; and

- 12.3.4. promptly notify User if it receives a request from a data subject to have access to personal data or any other complaint or request relating to User's obligations under the Data Protection Act 1998 and provide full cooperation and assistance to User in relation to any such complaint or request (including, without limitation, by allowing data subjects to have access to their personal data).
- 12.4. Where, in connection with the Agreement, Sedex processes personal data for its own purposes, Sedex shall process such data in accordance with Privacy Policy: [Privacy Policy](#)

13. Suspension of service

- 13.1. Sedex may at its sole discretion forthwith suspend provision of the Service in whole or in part until further notice if User is in material breach of any other warranty, undertaking or obligation under the Agreement.
- 13.2. Where Sedex exercises its right of suspension in respect of an event referred to in clause 13.1, User shall reimburse Sedex for all reasonable costs and expenses incurred by the implementation of such suspension and/or the re-commencement of the provision of the Service as appropriate.
- 13.3. Any exercise by Sedex of its right of suspension in respect of an event referred to in clause 13.1 shall not exclude Sedex's right subsequently to terminate the Agreement.

14. Term and termination

- 14.1. The Agreement shall commence on acceptance of these Terms of Service by User and (subject to clause 14.2) shall continue until terminated in accordance with this clause.
- 14.2. Sedex may, by written or electronic notice to User, terminate the Agreement with immediate effect if for any reason User ceases to be a Member.
- 14.3. Either party may, by written notice to the other, terminate the Agreement with immediate effect if any of the following events occurs:
 - 14.3.1. the other breaches any term of the Agreement and such breach is incapable of remedy or, if the breach is remediable, it continues for a period of 30 days after written notice requiring it to be remedied has been given to the party in breach; or
 - 14.3.2. the other gives notice to its creditors or any of them that it has suspended or is about to suspend payment or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if an order shall be made or resolution passed for the winding up of the other (otherwise than for the purpose of and followed by a reconstruction or amalgamation) or if an administration order shall be made in respect of the other or if the other shall become insolvent or shall make any assignment for

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the benefit of creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt.

- 14.4. Upon termination of the Agreement for any reason:
 - 14.4.1. User's right to access the Site and use the Service shall cease without further action of the parties;
 - 14.4.2. Sedex may remove any and all Data uploaded to the Site save that Sedex shall retain a copy of the Data for archival purposes for a period of 6 years following termination;
 - 14.4.3. User shall not be entitled to any return or rebate of any of the fees or charges paid under the Agreement.
- 14.5. Termination shall be in addition to, rather than a waiver of, any remedy at law or equity under the Agreement.
- 14.6. The provisions of clauses 9 ("Liability"), 10 ("Indemnity"), 11 ("Confidentiality") shall survive termination of the Agreement for any reason.

15. Modification of the Terms of the Agreement

- 15.1. If Sedex proposes to User a modification of any of the provisions of the Agreement, then in the absence of any written acceptance or rejection of it by User, any subsequent use of the Service shall constitute User's acceptance of Sedex's proposal.

16. Publicity

- 16.1. Neither party may issue any news release, public announcement, advertisement or other form of publicity concerning the Agreement or the Service without the prior approval of the other party. Neither party may use any trademark, service mark, trade name, logo, symbol, trade dress, or other indicia of origin that serves to identify the other party without the other party's prior written consent.

17. Government Approvals

- 17.1. The parties acknowledge that the Service may be subject to regulation in any country where the Service is accessed. If any applicable present or future regulation or law requires a modification or waiver of any term of the Agreement, the parties will promptly and in good faith undertake negotiations concerning the actions required by such regulation or law.

18. Assignment

- 18.1. Neither party shall assign (in whole or in part) or otherwise transfer the Agreement or any of its rights and obligations under the Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

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- 18.2. Sedex may sub-contract the performance of any of its obligations under the Agreement to any third party, but such sub-contracting shall not relieve Sedex of any liability under the Agreement.

19. Force Majeure

- 19.1. Notwithstanding anything contained in the Agreement Sedex shall not be liable if it fails, interrupts, or delays in performing any of its obligations under the Agreement because of any cause beyond its reasonable control (including but not limited to (a) decision of any court or other judicial body of competent jurisdiction, (b) unavailability of equipment, power or other commodity, (c) failure or non-availability of Internet or telecommunications facilities, computer hardware or software, (d) act of God, war, riot, terrorist attack, civil commotion, malicious damage, fires, flood or storm (e) strikes or other industrial disputes (whether involving Sedex's workforce or of any other party) or (e) acts of government or other prevailing authorities or default of suppliers, sub-contractors or other third parties).

20. Dispute Resolution

- 20.1. The parties agree that if any controversy or claim arises in relation to the Agreement, representatives of each party shall negotiate promptly and in good faith in an attempt to resolve the matter between themselves.
- 20.2. If the parties are unable to resolve any controversy or claim pursuant to clause 20.1 the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution ("CEDR") within thirty (30) days of one party giving notice to the other that, in its reasonable opinion, no agreement will be reached by them.
- 20.3. If having followed the processes set out in clauses 20.1 and 20.2, the parties have failed to resolve their controversy or settle their claim, then the matter shall be determined by the High Court of Justice in England.

21. General

- 21.1. Save as expressly provided in the Agreement, the Agreement shall operate to the entire exclusion of any other agreement or understanding of any kind between the parties hereto preceding the date of the Agreement and in any way relating to the subject matter of the Agreement.
- 21.2. The Agreement constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.
- 21.3. Subject to clause 15.1, any amendment to the Agreement shall be in writing, signed by the parties and expressed to be for the purpose of such amendment.

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- 21.4. Each party acknowledges that in entering into the Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly set out in these Terms of Service.
- 21.5. All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 21.6. If any clause or part thereof of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.
- 21.7. Any notice to be given under the Agreement may be delivered or be sent by prepaid registered post sent first class addressed to the registered office or principal place of business for the time being of the party to be served or may be transmitted by fax or email to the fax number or email address for the party to be served last known to the party giving the notice. Notice served by post shall be deemed served on the second business day after the date of posting. Notice served by fax or email shall be deemed served on the next business day after the date of transmission. For this purpose, "business day" means any day other than a Saturday, Sunday or a day which is a public holiday in the place both of despatch and of address of the notice. This clause shall not preclude the giving of notice by other methods of communication.
- 21.8. The Agreement shall be governed by and construed in accordance with English Law. It is agreed that legal action relating to the Agreement may only be dealt with by the Courts of England and Wales, save that Sedex may sue User in any country where User may have a place of business.