

**S&P Global Market Intelligence LLC ("S&P")  
CAPITAL IQ PRO LICENSE USER TERMS OF USE  
PLEASE READ CAREFULLY**

This Terms of Use Agreement ("**Agreement**") applies when you use the S&P Capital IQ, Market Intelligence or other platform or service (collectively, the "**Services**") provided by S&P Global Market Intelligence, LLC and/or its affiliates ("**SPGMI**", "**us**" or "**we**").

Please read this Agreement carefully before you use the Services. **BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT YOU HAVE READ, UNDERSTAND AND WILL COMPLY WITH THIS AGREEMENT.**

Your rights to use the Services are also governed by any of SPGMI's agreements ("**Client Agreement**") with its client (your "Employer").

**IF A PROVISION OF A CLIENT AGREEMENT CONFLICTS OR OTHERWISE IS INCONSISTENT WITH A PROVISION OF THIS AGREEMENT, THEN THE CLIENT AGREEMENT WILL PREVAIL TO THE EXTENT OF THE CONFLICT OR INCONSISTENCY.**

**You will be asked to click a box to agree to and accept the terms of this Agreement with S&P in order to be permitted to use the Services for your Employer.**

**By clicking the box that says "I agree to and accept", you agree and represent that:**

1. You are authorized to enter into this Agreement with S&P to use the S&P Service on behalf of your Employer and that both you are legally bound by this Agreement;

You will access the Services only on behalf of your Employer and solely within the scope of your employment with your Employer; and

If you are not authorized to enter into this Agreement or if your Employer does not agree for you to be bound by this Agreement, click the "**I DECLINE**" button.

2. **Use of S&P Service.** Your access to the Services because your Employer already has written agreement(s) with S&P and/or its affiliates granting you access to the Services . You must access the Services only via the unique user ID and password assigned to you by S&P or its affiliates. Your access to and use of this Services is governed by this Agreement and the Client Agreement; capitalized terms not defined herein shall have the meanings ascribed to them in the Client Agreement. You may only access the Services while the Client Agreement remains in effect.

If S&P and/or its applicable affiliate or relevant Third Party Source has reasonable grounds to believe that either: **(a)** the terms of the Client Agreement have been breached; and/or, **(b)** you are in breach of this Agreement, then S&P and/or its applicable affiliate is entitled to suspend and/or terminate your access to the Services.

3. **Proprietary Rights/Confidentiality.** You acknowledge that all proprietary rights in the Services and its contents shall remain the sole and exclusive property of S&P and/or its applicable licensing affiliates and/or their Third Party Sources. You shall observe the proprietary rights of S&P and its Third Party Sources in connection with your access to and use of the Services and any Third Party Sources content therein.

4. **Third Party Source Terms and Conditions.** Portions of the S&P Service contain data from Third Party Sources. Your access to and use of Third Party Sources' data is subject to the additional terms and conditions here:

<http://marketintelligence.spglobal.com/ThirdPartyProviderAdditionalTermsandConditions>

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5. **Will this Agreement ever change?** We will provide you and/or your Employer with advance notice of any revision to this Agreement that we believe is material by sending you an email and/or, posting a notice in the Services. Your continued use of the Services after the Effective Date above constitutes your acceptance of this Agreement as amended.
6. **What about my privacy?** SPGMI will use your name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number, mobile telephone number and usage tracking information to: (i) provide secure password-controlled access to your Employer and/or you to the Services; (ii) identify your Employer and/or you for the purposes of providing, tracking and recording maintenance, support and training; (iii) review how, when, where, and by whom Services are accessed and used and promote and tailor the Services in accordance with the results of such review; (iv) improve and develop the Services, support and training and develop new Services and offerings; (v) communicate with you regarding the Services and other products and services that may be of interest to you and otherwise optimize S&P's sales and marketing; (vi) confirm, report, and account for use of the Services to Third Party Sources and enable such Third Party Sources to manage/control individual access to the Services insofar as S&P is obliged in such regard by contract or law; (vii) report and account for use of the Services to your Employer insofar as required by the Client Agreement or applicable law or regulation; (viii) anonymize personal data relating to you; and (ix) as otherwise set out in S&P's Corporate Privacy Policy available at: <https://www.spglobal.com/en/privacy/privacy-policy-english>.

**In addition, by clicking the box that says, "I agree to and accept",** your full name and email address (i.e., user login) will be shared with your Employer's other users but you can turn off that sharing function at any time by using the Privacy Controls available in the User Profile and Display functionality in the Services.

For more information about how we process your personal information, please see our [Privacy Policy](#) and [Cookie Notice](#). By using the Services, you acknowledge that you read and understand our Privacy Policy.

7. **What do I need to do to use the Services?** To access the Services, you are required to register for an account using your business email and password. When you register for an account, you promise to provide us with accurate, complete and updated information.

Please do not allow anyone else to use your account credentials. You're responsible for the security of your account credentials and any activity associated with your account through your account credentials. You are responsible for all content you upload to the Services and you will only upload content if you or your employer has all necessary rights to do so.

You agree you will not use the Services in a manner that:

- infringes or violates the intellectual property or other rights of any person or entity (including SPGMI) or crawls, scrapes, indexes or extracts web data from any part of the Services;
- is fraudulent, deceptive or violates law; **or**
- circumvents measures protecting the Services, transmits or uploads any virus, malware or similar harmful program or otherwise jeopardizes the security of the Services, SPGMI's systems or any other person's account.

You may close your account and stop using the Services at any time. SPGMI reserves the right to suspend or terminate your access to the Services without notice if your employer requests, if SPGMI believes you violate the terms of this Agreement or if the Client Agreement that applies to your use of the Services terminates for any reason. SPGMI reserves the right to notify your employer or other users about the suspension or termination of your access to the Services.

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**8. What else do I need to know about the Services?**

EXCEPT AS SET FORTH IN A CLIENT AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS", WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

SPGMI WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE SERVICES.

IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID UNDER APPLICABLE LAW, SPGMI'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

This Agreement are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any claim must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement and all related documentation are drafted in English and the English language version shall prevail.

If you have questions or concerns, please contact Support at +1.888.275.2822 or [support@capitaliq.spglobal.com](mailto:support@capitaliq.spglobal.com).

**DO NOT CLICK THE BOX THAT SAYS "I AGREE TO AND ACCEPT" IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR IF YOU OR YOUR EMPLOYER DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS THIS AGREEMENT.**

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