



Terms of Use of the

Federal Statistical Office (LEI-Switzerland)
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Switzerland

regarding the look-up and download of LEIs
and LE-RD from this website by anyone

1 INTRODUCTION

- A. The Global Legal Entity Identifier Foundation (GLEIF) is a not-for-profit foundation incorporated by the Financial Stability Board in Basel/Switzerland under the laws of Switzerland.
- B. GLEIF and its partnering Local Operating Units ("LOUs") operate a system of worldwide unique Legal Entity Identifiers ("LEI", "LEIs") and LEI repositories with certain additional information about the relevant legal entities ("Legal Entity Reference Data", "LE-RD").
- C. The website <http://www.lei-switzerland.ch> allows users to access the LOU's LEI Repository. Any such access might use file downloads, access via Web Interfaces / APIs or by any other technical means, as provided in the "LEI-Switzerland's" discretion. Any LEI data and LE-RD access from <http://www.lei-switzerland.ch> is subject to the terms of use as set out herebelow (the "Terms of Use").

2 DEFINITIONS

"**Access Service**" shall mean the facility provided by "LEI-Switzerland" under these Terms of Use and further described below, provided on this website <http://www.lei-switzerland.ch>.

"**LOU's LEI Repository**" shall mean the database and/or Common Data File Format file output operated by "LEI-Switzerland" with at least all LEIs and LE-RD managed "LEI-Switzerland".

"**GLEIF Trademark and Logo**" shall mean the trademark and logo of GLEIF as shown on <http://www.gleif.org>.

"**GLEIS**" shall mean the Global Legal Entity Identifier System operated by GLEIF and the LOUs.

"**LEIs**" shall mean one or many Legal Entity Identifiers issued by GLEIF and the LOUs.

"**LEI Reference Data**" and "**LE-RD**" (singular and plural) shall mean the information available in the LEI Repository in relation to an LEI. The categories of data currently included in the LE-RD are listed on "LEI-Switzerland".

"**LOU**" or "**LOUs**" shall mean the Local Operating Units who have entered into a Master Agreement with GLEIF and who are accredited by GLEIF to accept applications by legal entities for LEIs and to issue LEIs. A list of the accredited LOUs can be found on "LEI-Switzerland".

"We", "us", "our" or equivalent terms shall refer "LEI-Switzerland".

"User", "You", "your" or equivalent terms refer to any user of the Access Service.

3 ACCESS SERVICE

- 3.1 The Access Service enables Users to look-up and/or download individual LEIs and/or related LE-RD and/or the entire set or a subset of LEIs and/or pertaining LE-RD from the LOU's LEI Repository and/or Common Data File Format file
- 3.2 The Access Service on the website <http://www.lei-switzerland.ch> is provided for free and without any technical barriers.
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- 3.5 The technical requirements you have to observe in order to be able to use the Access Service are described on <http://www.lei-switzerland.ch>.

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- 5.4 You agree that GLEIF and "LEI-Switzerland" may take any appropriate steps, including but not limited to court action and to preliminary injunctions, if you do not comply with these Terms of Use, and that you are, provided applicable law allows, liable to a payment of liquidated damages in the amount of CHF 100'000.- for any single case of non-compliance.

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- 6.5 THE RESERVATIONS OF THE LICENCE (SEE SECTION 5) APPLY.

7 APPLICABLE LAW AND JURISDICTION

- 7.1 These Terms of Use, and your use of the Access Service, shall in all respects be governed by, and construed and interpreted in accordance with, the substantive laws of "Switzerland" without regard to "Switzerland's" conflict of law rules.
- 7.2 The Parties submit to the exclusive jurisdiction of the competent courts in "Bern, Switzerland", for all disputes arising out of, or in connection with, these Terms of Use.