

DFBF Terms and Conditions

The Service

The DFBF provides a benchmark data service (including the CIBOR, CITA, Tom/Next and SWAP benchmark values) and other related market information via a variety of delivery mechanisms to subscribers.

Limitation of Liability

Whilst all care is taken, and notwithstanding the independent verification of the data, DFBF are not responsible for the accuracy or timeliness of the information and we will not be liable for any damages sustained by a subscriber, or any other person, arising from the use of, or reliance on, DFBF data.

Disclaimer

To the maximum extent permitted by law, the DFBF Benchmark Data is provided “as is” and the DFBF, its licensors, and its and their respective employees, contractors, agents, suppliers and vendors shall have no liability or responsibility whatsoever (whether in negligence or otherwise) for damages, claims, losses or expenses – whether direct, indirect, consequential, incidental, punitive or otherwise – arising in connection with the DFBF Benchmark Data, including but not limited to losses or expenses caused by errors or delays in calculating or disseminating the DFBF Benchmark Data.

Access

The subscription entitles a Subscriber organisation, and any notified subsidiary with greater than 51% ownership, to receive and use the DFBF data service through an authorised vendor or via alternate methods of delivery, for the limited purposes, and under the terms and conditions of this agreement.

Terms of Use

These terms of use are limited to the named Organisation site/s specified in the Subscription Agreement or reported to the DFBF in the agreed manner and are non-transferable.

The organisation may:

- Retrieve and use the DFBF data for their own internal business purposes only
- Use insubstantial amounts of data incorporated in value added reports supplied to clients on an infrequent basis as part of the Subscriber organisation’s ordinary course of business

The organization is not permitted to:

- Redistribute, recirculate or republish any information outside the named organisation
- Commercially exploit the data package in any form or by any method or include the data in an index for commercial distribution to third parties
- Use the DFBF data for the operation of futures and clearing services. (Licences for such use rights can be obtained by contacting the DFBF directly)
- Publish any DFBF data to a website, without prior written approval from DFBF.

For the avoidance of doubt, subscription to real time data does not provide an automatic approval to share the DFBF Benchmark Data with third party fund administration, custody or other outsourced ancillary service providers. Subscribers wishing to engage third parties for these purposes must notify the DFBF of the proposed service provider for prior approval. The DFBF will not unreasonably withhold such requests, provided that the service provider has the appropriate license.

Additional information regarding terms of use and descriptions of subscriptions can be found at www.dfbf.dk.

Subscription Charges

The Subscriber organisation will pay the charges, without any right of deduction or set-off, within the term indicated on the subscription invoice within 30 days after receipt of a valid invoice. Subscription fees are paid annually in advance, and DFBF will invoice your organisation directly. From the commencement date of the agreement, no payment will be due to your current information vendor in respect of the DFBF data. Subscription fees are subject to review and DFBF will provide a minimum of 3 months' notice for any subscription charge changes.

Payment is integral to the agreement and failure to pay will result in loss of access to DFBF data and potentially permanent loss. DFBF reserves the right to request a compliance certificate from any subscriber to ascertain that it is meeting the terms of this agreement.

Commencement date

The Agreement will commence on the day of submission of the Online Subscription Form or signed Subscriber Agreement and DFBF will advise the relevant authorised information vendor of the organisation's subscription details. The annual subscription period is 1st October to 30th September. A pro-rata subscription charge will apply for agreements signed part way through the subscription period. This agreement will automatically renew on 1st October each year unless written notice of termination is received with minimum of 30 days prior to the 1st October renewal date.

Changes in the Service

The DFBF reserves the right to change the format and/or content of the DFBF data service from time to time without advance notice.

The DFBF Terms and Conditions are subject to review and the DFBF reserves the right to make additional changes from time to time. The most up to date version of the Terms and Conditions can be found at www.dfbf.dk.

Intellectual Property Rights

All information and material contained in the DFBF data service is, and remains, the property of the DFBF and is subject to intellectual property protection.

Personal Privacy

The service provider and its employees, agents or representatives will not at any time or in any manner, either direct or indirectly, use for the personal benefit of the service provider or divulge, disclose or communicate in any manner any information that is proprietary to the client. The Service Provider and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract. For more information please visit www.dfbf.dk/privacy.

Governing Law and Jurisdiction

The laws of Denmark govern this agreement.

Effective Date

These Terms and Conditions are effective from 1st October 2022.