

DFBF End User Subscription 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 the Subscriber 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 Subscriber organisation and any notified subsidiary with greater than 51% ownership and are non-transferable.

Rights granted under this subscription:

- Access to and internal usage¹ of the live DFBF data (both raw and derived) within the bounds of the chosen licence type, i.e. limited to site/s specified in the Subscription Agreement or reported to the DFBF in the agreed manner.
- Internal usage of the delayed (historical) DFBF data.
- Use of data limited to:
 - Using the Benchmark data as reference rate in traded financial instruments or in bilateral financial contracts (including FRA, IRS, mortgages, loans, etc.).
 - Using the data for bond and structured products issuance, bond administration or other bond-related activities.
 - Using the Benchmark data in valuation and pricing (including, but not limited to, collateral calculations, creation of pricing, discount and forward curves) as part of the organisation’s ordinary course of business, with the exclusion of those types of use where the licensee benefits from including the data as part of their provision of service to third parties.
 - Using the data to support various types of leasing (car, aircraft, etc.).
 - Incorporating insubstantial amounts of data in value added reports supplied to clients on an ad hoc non-systematic basis as part of their ordinary course of business (such as communications and disclosures in connection with performance measurement, money market and return calculations, market research, etc.).

¹ “Internal use” means use of the data by the Subscriber to support their organization's internal operations, such as strategic planning, market analysis, and performance tracking in the ordinary course of Subscriber’s business; provided that such use does not permit further redistribution or access to the data by unauthorized persons outside of the Subscriber’s organization even on an infrequent or ad hoc basis.

- Use of DFBF marks with respect to the above-listed usage and in line with the following guidelines:
 - (a) The Subscriber must use the Marks in connection with any services associated with the issuance of financial instruments.
 - (b) All references made by the Subscriber to the Marks shall make use of each Marks in its entirety without abbreviation. The Subscriber shall not use “DFBF Benchmark” “CIBOR™” in any manner which might cause confusion as to the entity or persons responsible for preparing and disseminating and information related to the issuance of financial products, nor as to the identity or role of the Subscriber in respect of the Subscriber’s use of the Mark/s.
 - (c) The Subscriber must use the Marks for the purpose of distributing and marketing its services in accordance with the Subscription.
 - (d) Subscriber shall upon request from DFBF amend or withdraw from circulation any product, literature, or promotional material which in the reasonable opinion of DFBF is in breach of the obligations imposed on it under this License or where such material is likely, in the reasonable opinion of DFBF, to bring DFBF into disrepute. DFBF shall not make such a request until it has obtained a written opinion from an independent third party confirming that the above condition is fulfilled and that ceasing the distribution of such material is a proportional measure.

Besides the above listed, this subscription does not grant rights to activities such as, but not limited to:

- Redistribution, recirculation or republishing any information outside the named organization.
- Commercial exploitation of the data package in any form or by any method.
- Using the DFBF data for operating exchanges, provision of trading and post-trade services for financial instruments, clearing-related activities, or for provision of other ancillary services.
- Publishing any DFBF data to a website.

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.

Provision of commercial services to a third party requires a separate commercial utilisation license. Additional information regarding terms of use, descriptions of subscriptions and other offered licenses 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. Current subscription fees are published on the DFBF website.

Payment is integral to the agreement and failure to pay will result in loss of access to DFBF data and potentially permanent loss.

Commencement date

The Agreement will commence on the day of submission of the Online Subscription Form or signed Subscriber Agreement, 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.

Termination by DFBF

DFBF may terminate this agreement immediately, if in its reasonable opinion, the subscriber is using the data in contravention of this Agreement.

DFBF may terminate this agreement immediately if valid and up-to-date details of the organisation are not provided, prohibiting DFBF from being able to communicate effectively with the Subscriber.

DFBF reserves the right to request a compliance certificate from the Subscriber to ascertain that the Subscriber is meeting the Terms and Conditions of this Agreement. Failure to complete and return a compliance certificate within 20 days will result in loss of access to the service immediately.

On termination by DFBF for any reason, DFBF will return any pre-paid subscription fees to the Subscriber within 30 days.

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 February 2024.