

1. Intellectual Property

12.1 PaymentsCompliance and its licensors own the title, copyright and all and any other intellectual property rights (“Intellectual Property Rights”) on the Website, Materials and in each and all of the Services, including in particular the content of all Reports, and any bespoke versions and modifications or translations of them (“the Property”), however delivered. You acknowledge that you do not and shall not own any title, copyright or any other Intellectual Property Rights in the Property or any right save as set out in these Terms. These Terms convey a limited Licence to use the Services, Materials and Reports and shall not be construed to convey title to or ownership of the Services, Materials and Reports to you. All rights in and to the Services, Materials and Reports not expressly granted to you are reserved by PaymentsCompliance.

12.2 Save insofar as you are permitted under your Licence and under these Terms, you are expressly prohibited from:

(a) reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website; and

(b) removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by PaymentsCompliance or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of PaymentsCompliance or could be considered an infringement of any of the Intellectual Property Rights owned by and/or licensed to PaymentsCompliance.

12.3 PaymentsCompliance, at its expense and in its sole discretion, shall defend any claim, demand, action or proceeding against you asserting that the Website and/or Materials infringes any Intellectual Property Rights of any third party (each an “Infringement Claim”) and shall pay any final judgments awarded or settlements entered into with such third party, provided that you provide prompt written notice to PaymentsCompliance of any such Infringement Claim, grant PaymentsCompliance the full authority to proceed as contemplated herein and use all reasonable endeavours to mitigate the sums which may be payable by PaymentsCompliance hereunder. The foregoing obligations shall not apply to the extent that the alleged infringement arises as a result of or is based upon (a) additions or modifications to the Materials made by you; or (b) use or combination of information provided on the Website or in the Materials with other data or information.

12.4 The provisions of this clause 12 shall continue after the termination of these Terms.

