

Diligent Risk Intelligence Data Product Terms

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Risk Intelligence Data or RID (and any references to “Diligent Service” on this page shall be understood to refer only to such Diligent Service). Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions. To the extent that there is a conflict between these Product Terms and the General Terms and Conditions, these Product Terms shall control.

1. The Diligent Service identified in an applicable Order Form as Risk Intelligence Data (or RID) offers risk and compliance-related software-as-a-service and/or datasets for Client and its Users. The Diligent Service may include publicly available risk-related information to enable Clients to meet regulatory requirements related to anti-money laundering, anti-bribery and anti-corruption, and broader compliance and risk concerns. Such information may be provided (without limitation) in the form of media articles, government advisories, watchlists, sanctions, and embargo lists, and Politically Exposed Persons and State-Owned Entities lists, sourced from various publicly available and reputable data sources.
2. For the avoidance of doubt, this Diligent Service is also a Reporting, News, and Education Service as defined in the General Terms and Conditions and includes data sourced from Third-Party Providers. Client acknowledges and agrees that data entered into or otherwise submitted through this Diligent Service shall not be treated as Client Data (or similar terms) as defined under the Agreement. Diligent shall use reasonable measures to secure any such data.
3. For the purposes of the Diligent Service purchased under this Order Form, “Users” means individuals who are authorized by Client to use the Diligent Services and who have been supplied user credentials and passwords by Client (or by Diligent at Client’s request).
4. The following terms shall apply to the “Risk Intelligence Data Feed” if such Diligent Service is identified in an Order Form:

As part of the Reporting, News, and Education Services Client shall receive certain data from Diligent as specified by Diligent in an .xls, .csv, or .txt file provided to Client or in data schema accessed via API by Client (“Risk Intelligence Data Feed Reporting, News, and Education Services”). The Risk Intelligence Data Feed Reporting, News, and Education Services specified in an .xls, .csv, or .txt file will be delivered through a secured email link. The format of delivery will be in the specified file type and a password to access the FTP server will be set up and sent to Client to grant access. Client will receive, on the periodic basis specified in the Order Form, an updated data feed during the Term of the Agreement via email link. For the avoidance of doubt, the foregoing is only applicable to the “Risk Intelligence Data Feed” Diligent Service.

5. Any decisions taken by the Client, based totally or partially on any information provided in connection with the Diligent Service, shall be taken at the Client’s own risk and responsibility and without any contribution or influence by Diligent. The information provided by Diligent in no way represents any recommendation to start, to continue, or to discontinue any business relationship.
6. Information provided to Client through this Diligent Service is for internal use only by the Client. This information may not be disclosed to third parties without the prior written consent of Diligent. Unless indicated otherwise in an Order Form, Clients are not authorized to use the data and information provided by Diligent for commercial purposes.
7. Upon termination of this Order Form, Client shall cease using all data obtained through the Diligent Service. Notwithstanding the foregoing, Client shall not be required to destroy analyses or reports created by Client for Client’s internal business purposes which contain data from the Reporting, News, and Education Service that it is required to maintain for legal or regulatory purposes.
8. Product specifications are available in applicable Diligent Service Documentation.