



October 2013

Companies House Newsletter

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- **Terms & Conditions for Online Use of Companies House's Database**

Please read these Terms and Conditions carefully. By accessing or using the Database, the User agrees to the terms and conditions set out herein.

These Terms and Conditions, as may be supplemented from time to time, govern the use of the Companies Registrar's Database, as more particularly defined under clause 1.1 herein (the "Database"). The Database is protected by Gibraltar law and by international intellectual property laws and regulations and is licensed for use, not sold.

1. Definitions & Interpretation

1.1 Unless the context otherwise requires, the following terms shall have the following meanings -

'the Database' means all of the information, (whether in electronic format or otherwise), held by the Licensor in respect of the Register of Companies, the Register of Business Names, the Register of Trusts and such other information as may be held by the Registrar of Companies from time to time, including all related program contents contained therein which may be accessed by the User under agreement with Companies House (Gibraltar) Limited, and all search and retrieval programs, licensed under the terms and conditions set out herein.



‘the Licence’ means the agreement between the Licensor and the User whereby the Licensor grants the User a non-exclusive, non-transferable licence to use the Database on the terms and conditions contained herein.

‘the Licensor’ means Companies House (Gibraltar) Limited.

‘the User’ means any corporate or individual user of the Database.

1.2 Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.

2. **User Obligations**

2.1 The User acknowledges that the Database is the property of the Government of Gibraltar, managed and controlled by the Licensor under statutory authority. The User understands that any unauthorised use, reproduction or downloading of the Database or the information contained therein could cause substantial and irreparable damage to the Licensor, and that the Licensor shall be entitled to seek injunctive relief in any court of competent jurisdiction under the applicable laws thereof.

2.2 The User agrees that the User will not, during the term of the License or at any time thereafter, directly or indirectly engage in or take or refrain from taking any action which may in any way lead to the unauthorised dissemination, reproduction or use of the Database or its content by any third party, nor use the same for the User’s own commercial benefit, except as expressly permitted under the terms of the Licence. The User agrees not to sub-license, pledge, lease, rent, or share rights granted to the User under the Licence. Any rights not specifically granted herein are reserved by the Licensor.

3. **Restrictions on Use of Database**

3.1 The User agrees not to copy or duplicate or permit any other person or entity to copy or duplicate any portion of or the entire Database except as expressly permitted under the terms of the Licence. The User further agrees not to swap, rent, sub-license, transfer, upload, download, display or offer the Database to any other person or entity in any medium on nature whatsoever, except as expressly permitted under the terms of the Licence. The User agrees to notify the Licensor immediately of any unauthorised use of the Database. Furthermore, the User shall not:

- (a) Share passwords and/or access codes;
- (b) Allow third parties to conduct searches of the Database or make copies or printouts of the data or portions of the Data contained within the Database except to the extent permitted under the terms of the Licence;



- (c) Duplicate the Database;
- (d) Assign, sell, publish, distribute or pass along the Database except to the extent permitted by the Licence;
- (e) Reverse engineer, de-compile, de-compose, or disassemble any aspect of the Database;
- (f) Modify, translate, adapt, or otherwise make derivative works of the Database;
- (g) Separate the Database into component parts for use on more than one computer;
- (h) Alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the Database;
- (i) Attempt to unlock or bypass any initialisation or security systems utilized by the Database; or
- (j) Share, use and/or transmit any portion of the Database via the Internet in contravention of this Agreement.

3.2 The User may allow the User's staff, in the course of the User's day-to-day business, to conduct searches of the Database, and make copies or printouts of small portions of the data contained within the Database for the User's internal purposes in execution of the User's ordinary business activities.

4. **Grant and Terms of Licence**

The Licensor hereby grants to the User, and the User accepts, a non-exclusive, revocable and non-transferable license to use the Database. The User's use shall be limited to searching the Database, viewing search results displayed on a computer screen, and printing search results displayed on a computer screen for the User's internal purposes only. Company profiles or other documents legitimately generated by the User in accordance with these Terms and Conditions may be reproduced and provided to any client of the User for such fee as the User may, in his discretion, charge. The Database may be accessed only at an on-site computer at Companies House premises, or by an authenticated, off-site licensed user.

5. **Licensor's rights**

5.1 The Licence does not confer any rights to ownership of the Database. The User acknowledges and agrees that the Database and any accompanying documentation are the property of the Government of Gibraltar. The User further acknowledges and agrees that all right, title, and interest in and to the Database, including all associated intellectual property rights, are and shall remain with the Government of Gibraltar as managed and controlled by the Licensor. The Licence does not convey to the User an interest in or to the Database, but only a limited right of use revocable in accordance with these Terms and Conditions.

5.2 The User shall treat and protect the Database in a manner consistent with the



maintenance of copyright or data protection laws where applicable, and shall take appropriate action in that regard. The provisions of this paragraph shall survive any termination or expiration of the Licence.

- 5.3 The Licensor may withdraw the Licence upon an alleged material breach of one or more of these Terms and Conditions by the User, provided that User has been given a period of up to 30 days to provide a remedy to the alleged material breach.

6. **Non-Assignability**

Neither the Licence, nor any part thereof, may be assigned, sublicensed or transferred by the User without the prior written permission of the Licensor. The Licensor may assign and/or delegate the rights and/or obligations under the Licence in its sole discretion.

7. **Entire Agreement**

These Terms and Conditions constitute the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified in any respect or to any extent whatsoever, except by the Licensor.

8. **Jurisdiction**

The Licence, including these Terms and Conditions and any dispute, controversy, proceedings or claim of whatever nature arising out of, or in any way relating to the Licence or its construction, shall be governed by, and construed in accordance with the laws of Gibraltar, and the parties hereto irrevocably submit to the exclusive jurisdiction of the Supreme Court of Gibraltar for determination of any dispute hereunder.

9. **Severability**

In the event that any of the provisions contained herein shall be invalid or unenforceable, then the remaining provisions shall be construed as if such invalid or unenforceable provisions were not contained herein.

10. **No Waiver**

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.



11. **Variation of Terms and Conditions**

The Licensor hereby reserves the right to unilaterally amend and/or update these Terms and Conditions at any time. In this event the Licensor shall use its best endeavours to notify the User of such amendments or updates from time to time. Copies of any such amended Terms and Conditions may be provided on request.

Revised October 2013