



The terms of this Schedule (the “*Screening Schedule*”) apply in addition to the Master Terms to all Screening Content provided by TR to Client in connection with a Product or Service.

本附录 (“*筛查附录*”) 的条款与主条款共同适用于汤森路透向客户提供的有关产品或服务的所有筛查内容。

1. SCOPE

1. 范围

- 1.1. This Screening Schedule applies whenever Client subscribes to Screening Content Service(s) or requests that TR provide Client with Report(s) set forth in an Order Form.
- 1.2. In some cases additional or modified rights to those provided in this Screening Schedule will be included in an Order Form for a particular Service.

- 1.1. 无论客户何时订阅筛查内容服务或要求汤森路透提供订单中列明的报告，本筛查附录均适用。
- 1.2. 在某些情形下，本筛查附录中规定的权利之外的额外权利或对本筛查附录规定的权利的修改将包含在某一特定服务的订单中。

2. USAGE PERMISSIONS AND RESTRICTIONS

2. 使用许可及限制

- 2.1. Subject to the terms of the Agreement, TR permits Client to access the Screening Service(s) for the purpose of exercising the usage terms detailed in this Screening Schedule or an Order Form. Each User may:

- 2.1. 受限于协议条款，汤森路透允许客户为行使本筛查附录或订单中的使用条款之目的访问筛查服务。每一用户可以：

- (a) view, use and copy (download and/or print) Screening Content or Reports for the User’s individual use;
- (b) Distribute and Redistribute Insubstantial Portions of Screening Content or Reports to Affiliates in a Non-Systematic manner;
- (c) Distribute Screening Content or Reports to other Users who have a subscription from TR to view the same Screening Content or Report(s); and
- (d) Redistribute Screening Content or Reports to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client’s compliance with laws and regulations.

- (a) 为用户个人使用，查看、使用及复制（下载和/或打印）筛查内容或报告；
- (b) 以非系统化形式向关联企业分发和再分发筛查内容或报告的非实质部分；
- (c) 向从汤森路透订阅查看相同筛查内容或报告的其他用户分发筛查内容或报告；以及
- (d) 仅在政府或监管部门出于调查客户符合法律法规之目的、而特别要求时，向政府和监管部门再分发筛查内容或报告；

- 2.2. Client shall use and shall ensure all Users use the Screening Content solely for Screening Purposes (as defined below) and for no other purpose(s).

- 2.2. 客户应当并且保证所有用户应当、仅为筛查目的（定义见下文）而非其他任何目的使用筛查内容。

- 2.3. Where Client has purchased datafile, datafeed or API access to any Screening Content and wishes to engage a third party Filter Provider to provide any software which is intended to ingest such Screening Content in order to enable Matches against the Screening Content to be highlighted, Client shall be entitled to provide access to such datafile, datafeed or API to the relevant Filter Provider provided that such Filter Provider shall be deemed to be a sub-contractor of Client in relation to its use of the datafile, datafeed or API and Client shall ensure that such Filter Provider complies with all provisions of the Agreement applicable to Client as if they

- 2.3. 当客户购买数据文件、数据反馈或应用程序接口访问任何筛查内容并希望聘请第三方过滤器供应商提供摄取该等筛查内容的任何软件从而使筛查内容的匹配得以突出显示时，客户应有权向相关过滤器供应商提供数据文件、数据反馈或应用程序接口的访问权限，但前提是该等过滤器供应商应当被视为客户有关使用数据文件、数据反馈或应用程序接口的分包商，客户应当确保该等过滤器供应商遵守适用于客户的所有协议条款，如同这些过滤器供应商是客户自身一样。

were its own.

- 2.4. TR shall have no responsibility or liability for any software or other products or services provided to Client by Filter Provider.
- 2.5. In relation to Reports, Client may order any number of the type of Reports identified in an Order Form for Reports and the provision of each such Report shall be subject to the terms of the Agreement (whether such orders are placed in writing (including email), by using TR's online ordering system or orally).

3. USE OF TR PII DATA

- 3.1. TR confirms that the TR PII Data has been processed by TR in accordance with the data protection and privacy laws binding on TR.
- 3.2. Client shall process the TR PII Data in accordance with all laws and regulatory requirements applicable to it, including any applicable requirements for Client to notify any individual that Client intends to process TR PII Data about them using any Service containing Screening Content.
- 3.3. Client shall implement and maintain appropriate technical and organizational measures to protect the TR PII Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where TR PII Data is transmitted over any network, and which provide a level of security appropriate to the risk represented by the processing and the nature of the TR PII Data.
- 3.4. Client confirms that it has no reason to believe in the existence of any laws or regulatory requirements binding on it that would have a substantial adverse effect on its ability to perform its obligations under this Screening Schedule and Client will inform TR if it becomes aware of any such laws or regulatory requirements. Client shall use all reasonable endeavours not to use the TR PII Data in such a way as to knowingly or negligently cause TR to breach its obligations under the data protection and privacy laws binding on TR.
- 3.5. Client will ensure that any employees or third parties (including its Affiliates) involved in processing the TR PII Data will: (i) process the TR PII Data in accordance with the Agreement; (ii) act in accordance with Client's instructions; and (iii) will respect and maintain the confidentiality and security of the TR PII Data.
- 3.6. Client will respond promptly and properly to any reasonable and proper enquiries from TR relating to the processing of the TR PII Data and cooperate in good faith with TR and any data protection authority concerning all such enquiries within a reasonable time. In the event of a dispute or claim brought by an individual or data protection authority against Client or TR in connection with the

2.4. 汤森路透不对**滤器供应商**向**客户**提供的任何软件或其他产品或服务负责或承担任何责任。

2.5. 关于**报告**，**客户**可以订购**报告订单**中列明的任何数量的报告类型，每一份**报告**的提供应当受**协议**条款约束（无论该等订单是书面的（包含电子邮件形式），通过使用**汤森路透**网上订购系统或是口头的）。

3. 汤森路透个人身份信息数据的使用

- 3.1. **汤森路透**确认**汤森路透个人身份信息数据**已由**汤森路透**根据对**汤森路透**产生约束力的数据保护和隐私法进行了处理。
- 3.2. **客户**应当根据所有适用的法律和法规要求处理**汤森路透个人身份信息**，包括任何适用的、要求**客户**通知任何个人、**客户**打算使用包含于**筛查内容**中的任何**服务**处理与该个人有关的**汤森路透个人身份信息数据**的规定。
- 3.3. **客户**应当实施并维持适当的技术和组织措施保护**汤森路透个人身份信息**，以防止其遭受任何意外或不法破坏或意外丢失，修改，未经授权的披露或访问，特别当**汤森路透个人身份信息**通过任何网络进行传播时，该等措施将对**汤森路透个人身份信息**的处理和性质表现的风险提供适当程度的安全保障。
- 3.4. **客户**确认其没有理由相信存在任何对其履行本**筛查附录**下的义务产生重大不利影响的法律或法规规定，**客户**将在其知晓任何该等法律或法规规定时通知**汤森路透**。**客户**应当尽一切合理努力不以故意或过失造成**汤森路透**违反对**汤森路透**产生约束力的数据保护和隐私法下的义务的方式、使用**汤森路透个人身份信息**。
- 3.5. **客户**将确保处理**汤森路透个人身份信息**的任何员工或第三方（包含其**关联企业**）将 (i) 根据**协议**处理**汤森路透个人身份信息**；(ii) 根据**客户**指示行动；以及 (iii) 尊重并维护**汤森路透个人身份信息**的保密和安全。
- 3.6. **客户**将及时且适当地对**汤森路透**关于处理**汤森路透个人身份信息**任何合理和恰当的质询进行答复，并将同**汤森路透**和任何数据保护部门就所有该等质询在合理时间内善意地进行合作。在个人或数据保护部门针对**客户**或**汤森路透**根据**协议**处理**汤森路透个人身份信息**提出争议或索赔时，**客户**和/或**汤森路透**应将任何该等争议或索赔通知对方，并且将着眼于友好及时解决该

processing of TR PII Data under the Agreement, Client and/or TR will inform the other about any such disputes or claims, and will co-operate with a view to settling them amicably and in a timely fashion.

- 3.7. Notwithstanding clause 2.2 of this Screening Schedule, TR is not a consumer reporting agency, and Client certifies that it will not use any Content as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

4. DISCLAIMERS

4.1. Client accepts that:

- 4.1.1. it should not rely solely upon the Screening Content or Reports when making any decision to deal with any person or entity and that before making any such decision Client should make independent checks of such person or entity to verify the information contained in the Screening Content or Report and their resulting suitability as a commercial counterparty;

- 4.1.2. TR provides Screening Content and Reports without giving any opinion or recommendation about any individual or entity named in them;

- 4.1.3. TR may include information in Screening Content or a Report that relates to an entity or individual that bears the same name as other unconnected persons. in the case of Reports, wherever possible, TR will indicate when it believes this might be the case;

- 4.1.4. if the Screening Content or Report contains negative allegations about any person or entity, it should be assumed that such allegations are denied by them;

- 4.1.5. information provided by TR in the Screening Content or Report is necessarily in summary form and should be read and used by Client in context of the full details available in the third party materials;

- 4.1.6. the Screening Content cannot be an exhaustive source of information on persons or entities of whom Client may wish or be obliged to make enquiries before entering into a financial or other relationship with them.

4.2. Client acknowledges that:

- 4.2.1. the inclusion or exclusion of any person or entity in or from the Screening Content or a Report should not automatically be taken to draw any particular inference (negative or otherwise) about them including as the result of the linking of any person or entity to any other person or entity identified therein. The nature of linking varies considerably;

等争议或索赔而相互合作。

- 3.7. 尽管有本**筛查附录**第 2.2 条，**汤森路透**并非消费者报告机构，并且**客户**确认其不会使用任何**内容作为因素**、建立主要用于个人，家庭，或家庭日常目的，就业目的，或**美国公平信用报告法案**(15 U.S.C.A. § 1681b)下任何其他目的的、消费者信贷或保险的资质标准。

4. 免责声明

4.1. 客户同意:

- 4.1.1. 其不得仅依赖**筛查内容**或**报告**做出任何应对任何人或实体的决定，并且在做出任何该等决定前，**客户**应当对该等个人或实体进行独立检查，以核实**筛查内容**或**报告**中包含的信息以及他们由此作为商业交易对方的适用性;

- 4.1.2. **汤森路透**提供**筛查内容**和**报告**，但不对其列明的任何个人或实体提出任何意见或建议;

- 4.1.3. **汤森路透**可以将涉及具有相同名称的某一实体或个人（作为其他无关人员）的信息列入**筛查内容**或一份**报告**中。至于**报告**，在任何可能的情况下，**汤森路透**将在其认为可能是这种情况时做出说明。

- 4.1.4. 若**筛查内容**或**报告**包含关于任何人或实体的负面言辞，应当推定该等言辞已被他们否认。

- 4.1.5. **汤森路透**在**筛查内容**或**报告**中提供的信息必须是摘要格式并应当由客户在第三方资料中可获得的完整细节的情况下进行阅读和使用;

- 4.1.6. **筛查内容**不得是**客户**在建立财务或其他关系前可能希望或有义务进行询问的个人或实体的详尽信息来源。

4.2. 客户承认:

- 4.2.1. **筛查内容**或一份**报告**中对任何人或实体的列入或排除不得自动得出任何关于他们的特定推论（负面或其他方面），包括由于将任何人或实体联系到其中任何其他人或实体。联系的性质有很大的差异;

- 4.2.2. many persons are included in the Screening Content or mentioned in a Report solely because they hold prominent political or other positions or are connected to such individuals;
- 4.2.2. 很多人被列入**筛查内容**或在一份**报告**中提及仅因为他们拥有显著的政治职务或其他职务或与该等人士有关联;
- 4.2.3. while every attempt is taken to ensure that the Screening Content is kept up to date and that the Reports are up to date when they are provided to Client, TR cannot guarantee that information contained in them will not have changed or be correct;
- 4.2.3. 尽管**汤森路透**已尝试各种途径确保**筛查内容**和**报告**在提供给**客户**时是最新的, **汤森路透**不能保证其所包含的信息不会变更或准确无误;
- 4.2.4. TR cannot guarantee that it will find any or all of the published information available in connection with any individual or entity;
- 4.2.4. **汤森路透**不能保证其找到任何或所有、与任何人或实体相关的公开发布的信息;
- 4.2.5. TR makes no warranty or representation about and disclaims all liability for the accuracy, completeness or currency of any Third Party Provider's Materials;
- 4.2.5. **汤森路透**不对任何**第三方提供商材料**的准确性、完整性或时效性进行保证或陈述, 并且**汤森路透**对任何**第三方提供商材料**的准确性、完整性或时效性负责。
- 4.2.6. the designation of a Low Quality Alias is made at TR's discretion and such designation may not correspond to Client's own assessment of its strength as a means of positive identification of the person or entity in question. Client must satisfy itself that such designation is appropriate and applicable to Client's level of risk appetite;
- 4.2.6. **低质别名**的指定由**汤森路透**自行决定, 该等指定可能与**客户**采用正面识别方式自己做出的、对所涉个人或实体的优势评价不一致。**客户**应确认该等指定是适当的且适用于**客户**的风险偏好水平。
- 4.2.7. PEP Sub-Classifications are made based on TR's assessment of the nature of the office held or the relationship to the office holder based on information found in the Third Party Provider's Materials and within a finite set of categories. Such assessment may not correspond to Client's own assessment and categorisation and Client must satisfy itself that such assessment and categorisation is appropriate and applicable to Client's level of risk appetite;
- 4.2.7. **政治人物子级别**是基于**汤森路透**根据在**第三方提供商材料**中发现的信息以及在有限的一组类别中对公职或与公职人员关系的性质进行评价而做出的。该等评价可能与**客户**自己的评价和分类不一致, **客户**应确认该等评价和分类是适当的且适用于**客户**的风险偏好水平。
- 4.2.8. Client must assess the relative importance that client attributes to changes to information covered by each Update Classification;
- 4.2.8. **客户**必须评估客户归属的、每一**更新级别**所覆盖的信息变化的、相对重要性;
- 4.2.9. Native Aliases will be added to the Screening Content in the form in which they appear in the Third Party Provider's Materials. TR will not undertake any translation or quality control on the accuracy of the Native Aliases as they appear in the Third Party Provider's Materials and TR is not responsible for any errors in them;
- 4.2.9. **当地别名**将会以它们呈现于**第三方提供商材料**上的形式被添加到**筛查内容**中。**汤森路透**不会对呈现于**第三方提供商材料**上的**当地别名**的进行任何翻译或对其准确性质量控制, **汤森路透**不对它们中的任何错误负责;
- 4.2.10. A Sanction Set does not contain all the information that might otherwise be available on a person or entity profiled in a full version of Screening Content;
- 4.2.10. **制裁内容集**不包含完整版本的**筛查内容**中可能包含的有关个人或实体的所有信息;
- 4.2.11. The "Iran Economic Interest" or "IEI" database contains content on persons or entities that have been reported in the public domain as having some direct or indirect economic interest in or with Iran or a person connected with Iran and it is not, and is not intended to be, used as a list of those in actual or potential breach of sanctions, as
- 4.2.11. **伊朗经济利益**或**伊朗经济利益**数据库包含、已在公众领域被报道的、在伊朗或与伊朗或和伊朗有关的人、有直接或间接经济利益的个人或实体的内容, 其并非且并不意图被用于实际或潜在违反制裁的人员/实体名单, 因为**汤森路透**并未处于做出该等决定的位置。**客户**不应假设该数据库中列明的各

TR is not in a position to make such a determination. Client should not assume that the parties identified in such database have violated sanctions. Based on Client's further due diligence and Client's relationship and interaction with the party in question, Client must determine whether the public domain information available in such database is accurate, current and/or relevant to the national and relevant international laws applicable to Client, and/or whether such party's activity violates a relevant sanction.

4.2.12. World-Check Translate is a statistical machine translation service that provides instant translations based on patterns it finds in documents that have already been translated by human translators. As the translations are generated by machines, translation accuracy will vary.

4.2.13. The US SAM Exclusions Extract contains information on individuals and entities that are restricted or prohibited from engaging in contracts with the US Federal Government, as determined by the US Government in accordance with their own criteria and guidelines. The inclusion of the Exclusions Extract data in the Screening Content is on a strictly as-is basis and TR makes no representations or opinion as to the content nor is TR responsible for any such third party content or for the decisions of the US Federal Government to include any individual or entity in the US SAM Exclusions Extract and Users should carry out independent checks in order to verify the information contained therein.

4.3. Where TR provides access to a Country-Check Rank and/or Country-Check Report, Client acknowledges that:

4.3.1. they are provided as a guide to assist Client with Client's own determination of jurisdictional risk, specifically in relation to the country in question. Any risk rankings and bandings generated using the Country-Check predefined or default weight sets represent TR's assessment of risk based on an underlying algorithm as well as TR's perception of risk and may not be appropriate for Client's use. Client must satisfy itself that Client understands TR's default settings and risk criteria and that they are appropriate and applicable for Client's level of risk appetite.

4.3.2. while every attempt has been made to include risk rankings and risk bandings for all major countries, this cannot be guaranteed.

4.3.3. they are based entirely on information within the public domain and risk rankings and risk bandings are derived accordingly. Such information could be inaccurate or outdated and a lack of public domain risk information for any country could lead to an inaccurate risk ranking or risk banding being assigned to it by TR.

4.3.4. TR cannot guarantee that it will find any or all of the public domain information available in connection with

方违反了制裁。根据**客户**进一步的尽职调查以及**客户**与所涉一方的关系和交往，**客户**必须决定该数据库中的公众领域信息是否准确，是否是最近的，和/或是否与适用于**客户**的国家或相关国际法相关，以及/或者该方的行为是否违反了相关制裁。

4.2.12. **世界检索翻译**是根据其在已经由人工翻译者翻译过的文件中发现的模式、提供即时统计学机器翻译服务。由于翻译由机器生成，翻译的准确性存在差异。

4.2.13. **美国合同签订管理系统 (SAM, System for Award Management) 除外摘录**包含限制或禁止与**美国联邦政府**签订合约的个人和实体的信息，该等人员/实体由**美国政府**根据其自有标准和指引确定。**除外摘要**数据于**筛查内容**中的列入严格基于原样并且**汤森路透**未对数据内容进行陈述或发表意见，**汤森路透**也不对任何该等第三方内容或**美国联邦政府**将任何个人或实体列入**美国合同签订管理系统 (SAM) 除外摘录**的决定负责，**用户**应当开展独立检查以核实其中包含的信息。

4.3. 当**汤森路透**提供**国别检索排名**和/或**国别检索报告**时，**客户**承认：

4.3.1. **汤森路透**向其提供指导，协助**客户**并由**客户**自行决定管辖风险，特别是关于涉及的国家。任何使用预先确定的**国别检索**或默认权重集产生的风险排名和风险级别代表了**汤森路透**基于一种基本算法对风险的评估以及**汤森路透**对风险的认知，并且可能不适用于**客户**的使用。**客户**应确认其理解**汤森路透**的默认设置以及风险标准并且认为它们是适当的且适用于**客户**的风险偏好水平。

4.3.2. 尽管**汤森路透**已尝试各种途径对所有主要国家进行风险排名和风险分级，**汤森路透**对此不予保证。

4.3.3. 它们完全基于公众领域的信息，风险排名和风险级别因此推导而出。该等信息可能不准确或已过时，任何国家缺少公众领域风险信息可能导致**汤森路透**对其得出不准确的风险排名或风险级别。

4.3.4. **汤森路透**不保证其将发现任何或所有与任何司法管辖区或领土有关并且可能与评估所构成的风险相关

- any jurisdiction or territory that may be relevant to assessing the risk posed by it. TR also cannot be certain that any public domain information on which it has relied will remain available in the future.
- 4.3.5. they are based purely on the source data TR has selected to make available within Country-Check and such source data can only change when the public domain information on which they are based changes. In addition, Country-Check is not able to reflect the immediate risk impact of sudden events including any financial market crash, act of terrorism, natural disaster, civil disorder or war.
- 4.4. Where TR provides Reports, Client acknowledges that:
- 4.4.1. research will be undertaken solely on the name of a Report Subject as it is spelt and in the form provided by Client;
- 4.4.2. media research will be conducted using news aggregators chosen in the discretion of TR. An internet search engine will be used for all other internet research;
- 4.4.3. TR will generally search only for derogatory information on Report Subjects and will not include any more positive information that TR finds on them in a Report;
- 4.4.4. search strings of negative words or phrases designed by TR to capture significant derogatory information will be employed for internet based research. TR cannot guarantee that these search strings will lead it to find all derogatory information on a Report Subject;
- 4.4.5. if TR's internet research leads it to find multiple derogatory results on a Report Subject, only the first 50 results will be retrieved and if appropriate included in a Report;
- 4.4.6. the Order Form will indicate whether Client has asked TR to use Restricted Media Sources or All Media Sources in its research and whether Client has asked TR to gather Business Intelligence. While TR cannot guarantee the accuracy or reliability of any sources used in its research, All Media Sources will include sources in relation to which particular caution should be exercised in terms of their accuracy and reliability including blogs, chat rooms and online forums. In addition, while TR uses reasonable efforts to identify individuals who appear to it to be credible to provide Business Intelligence, the views expressed by them may not be widely held or accurate. Particular care should be taken when relying on all such sources;
- 4.4.7. and agrees that TR may include any information contained in any Report that TR prepares for Client in TR's own database(s) of risk information and/or in any of TR's other Services. TR confirms that it shall never publish or reproduce in such database(s) or Services any information pertaining to the names of Client's own
- 的公众领域信息。**汤森路透**也不能确定任何其依赖的公众领域信息在未来仍然可用。
- 4.3.5. 它们纯粹基于**汤森路透**选择在**国别检索**中可用的来源数据，并且该等来源数据只能在用于编制它们的公众领域信息发生变化时变化。此外，**国别检索**不能反映突发事件的即时风险影响，包含任何金融市场崩溃，恐怖主义活动，自然灾害，内乱或战争。
- 4.4. 当**汤森路透**提供**报告**时，**客户承认**：
- 4.4.1. 检索将仅针对**报告主体**的名称进行，因其已拼写出且形式已由**客户**提供；
- 4.4.2. 媒体检索将使用**汤森路透**自行选择的新闻聚合器进行。互联网检索引擎将用于所有其他互联网检索；
- 4.4.3. **汤森路透**通常只检索**报告主体**的贬损信息并且不会在**报告**中包含**汤森路透**发现的**报告主体**任何更为积极的消息；
- 4.4.4. **汤森路透**设计的用于捕捉重要贬损信息的否定词语或短语搜索字符串将被用于互联网检索。**汤森路透**将不保证这些搜索字符串将会引导其发现**报告主体**所有的贬损信息；
- 4.4.5. 如果**汤森路透**的互联网检索引导其发现**报告主体**多重贬损结果，则仅前 50 个结果将被收取并且在适用时列入**报告**中；
- 4.4.6. **订单**将会反映**客户**是否要求**汤森路透**在其检索中使用**受限媒体来源**或**所有媒体来源**以及是否要求**汤森路透**收集**业务情报**。尽管**汤森路透**不能保证其检索中使用的任何来源的准确性或可靠性，**所有媒体来源**将包括在其准确性和可靠性方面都特别谨慎的来源，包括博客、聊天室和网络论坛。此外，尽管**汤森路透**尽合理努力识别其看似可靠的**业务情报**提供者，这些提供者的观点可能不被普遍认可或不准确。依靠这些来源时应特别谨慎。
- 4.4.7. 并同意**汤森路透**可能将包含于**汤森路透**为**客户**准备的**报告**中的任何信息，列入**汤森路透**风险信息数据库和/或任何**汤森路透**其他**服务**中。**汤森路透**确认其不应在该等数据库或**服务**中发布或复制有关**客户**自己的**客户**、**供应商**或其他交易对方的名称的、任何信息，这些信息可能是在**汤森路透**根据**协议**向**客户**

customers, suppliers or other counterparties that it may come to learn of during TR's provision of Reports to Client under the Agreement.

- 4.5. TR reserves the right to decline any request for a Report after the signature of the applicable Order Form if it is in TR's opinion necessary to do so for TR's legal, compliance or internal policy reasons. In such event: (a) TR shall notify Client as soon as reasonably possible of the decision to decline the Report order; (b) the Agreement for the provision of such Report as set out in the applicable Order Form shall terminate immediately upon the date of the notice, without any liability for TR to provide the Report; and (c) TR shall refund Client any sums paid in advance for the applicable Report.

5. PRIORITIES

- 5.1. Related to screening Services, in the event of any conflict between:
- 5.1.1. the Product Notes and this Screening Schedule, the Product Notes shall prevail; and
- 5.1.2. the Order Form for screening Services and this Screening Schedule, the Order Form shall prevail; and
- 5.1.3. the Master Terms and this Screening Schedule, this Screening Schedule shall prevail
- 5.1.4. a schedule to the Master Terms and this Screening Schedule, this Screening Schedule shall govern.

6. DEFINITIONS

“All Media Sources” means Restricted Media Sources and all other public domain media sources (including blogs, chat rooms and online forums) in which TR is able to find derogatory information about a Report Subject;

“Business Intelligence” means non public domain, background information and opinions about a Report Subject obtained from third party individuals chosen by TR;

“Country-Check” means TR's Country-Check master jurisdictional risk index;

“Country-Check Rank” means the jurisdictional risk ranking allocated by Country-Check to the countries (if any) specified in the Country and Location(s) fields of a profile in the “World-Check” Screening Content;

“Country-Check Report” means a country risk ranking report generated using Country-Check;

“Distribute” to send within the Site and to Recipient Locations;

“Filter Provider” means any third party providing software or other such solution to Client for use in conjunction with the datafile, datafeed or API version of the Screening Content. Any reference to a “Filter Partner” on any Order Form or other document under the Agreement shall be deemed to be a reference

提供报告的过程中得知的。

- 4.5. 汤森路透在签署适用的订单后保留拒绝任何报告请求的权利，如果汤森路透认为出于汤森路透合法，合规或内部政策原因有必要这么做。在该等情况下：(a) 汤森路透应当尽可能快地将其拒绝报告订单的决定通知客户；(b) 适用订单中列明的提供该等报告的协议，应当在通知日立即终止，汤森路透不对提供报告承担任何责任；以及 (c) 汤森路透应当向客户退还为适用报告提前支付的任何金额。

5. 优先顺序

- 5.1. 有关筛查服务，如果下述文件存在任何冲突时：
- 5.1.1. 产品注释和本筛查附录，以产品注释为准；
- 5.1.2. 筛查服务订单和本筛查附录，以订单为准；以及
- 5.1.3. 主条款和本筛查附录，以本筛查附录为准；
- 5.1.4. 主条款的附录和本筛查附录，以本筛查附录为准。

6. 定义

“所有媒体来源”，指受限媒体来源和汤森路透可查找到相关报告主体贬损信息的所有其他公众领域媒体来源（包括博客、聊天室和在线论坛）；

“业务情报”，指从汤森路透选择的第三方个人处获得的关于报告主体的非公众领域内的背景信息和意见。

“国别检索”，指汤森路透拥有的国别检索主要辖区风险指数；

“国别检索排名”，指在世界检索内容介绍中，国别检索对在国家和场所领域中所述的国家（若有）进行的辖区风险排名；

“国别检索报告”，指使用国别检索生成的国别风险排名报告；

“分发”，指在场所内发送和向接收方位置发送；

“过滤器供应商”，指向客户提供与筛查内容的数据文件、数据反馈或应用程序接口版本配合使用的软件或其他该等解决方案的任何第三方。任何订单中或协议项下的其他文件提及的“过滤器合作商”应当为本筛查附录之目的视为指“过滤器

to a “Filter Provider” for the purposes of this Screening Schedule;

“**Insubstantial Portions**” means limited extracts which: (a) have no independent commercial value; and (b) could not be used as a substitute for any service (or a substantial part of it) provided by TR, its Affiliates or its Third Party Providers;

“**Low Quality Aliases**” means an assumed or alternative name identified in Third Party Materials and which TR designates on a profile comprised in the Screening Content as being of low quality;

“**Matches**” means where the raw data in the applicable Screening Content is screened in any third party solution against Client’s data in order to highlight only whether any matches exist. For the avoidance of doubt this does not include a right to display the Screening Content in the third party’s solution in profile view format, as the right to access the Screening Content in profile view format would require a separate view licence to be purchased by Client.

“**Native Alias**” means in relation to a profile subject comprised in the Screening Content, its name in any non-Latin language found by TR in the Third Party Materials;

“**Non-Systematic**” use on an infrequent basis and not automatically generated by machine or regularly created by individual;

“**PEP Sub-Classification**” means the allocation to a person or entity profiled in the World-Check Content as a Political Person or with the subcategory of “Politically Exposed Person” (PEP) of a further sub-category to identify the nature of the office held by them or the nature of their relationship to an office holder;

“**Sanction Set**” means an excerpt of the Screening Content that includes only information on those persons and entities listed on certain sanctions lists;

“**Recipient Location**” means any of Client’s offices (other than a Site), or any of Client’s Subsidiary’s offices, in each case, which receive Information from a Site;

“**Redistribute**” to send outside the Site or any Recipient Location in the ordinary course of Client’s business;

“**Reports**” means the type of enhanced due diligence or “IntegraScreen” report(s) specified in the Order Form and shall include all drafts, versions, modifications, print-outs, copies or other derivatives of them but shall exclude Third Party Materials;

“**Report Subject**” means the person or entity about whom a Report is written or to which it refers;

“**Restricted Media Sources**” means such public domain media sources as are available through a reputable news aggregator chosen by TR and in which it is able to find derogatory information about the Report Subject;

“**Screening Purposes**” use of the Screening Content by Client as part of Client’s own internal compliance processes (as opposed to use for any external commercial purposes, which is not permitted) to process the TR PII Data within them to (i) prevent, detect or investigate any unlawful act or (ii) discharge any function designed to protect the public against dishonesty, malpractice or seriously improper conduct;

“**供应商**”;

“**非实质部分**”，指 (a) 没有任何独立商业价值；并且 (b) 无法被用作**汤森路透**、其**关联企业**或其**第三方提供商**所提供的任何服务（或其实质部分）替代物，有的有限的摘录；

“**低质别名**”，指**第三方材料**指明的、并且**汤森路透**在归入**世界检索内容**的介绍中指定其为低质量的笔名或别名；

“**匹配**”，指适用的**筛查内容**中的原始数据在任何第三方解决方案中与**客户**数据进行筛查比较，以突出显示是否存在任何匹配的情形。为避免疑义，这不包括在第三方的解决方案中以综合显示（profile view）格式显示**筛选内容**的权利，取得以综合显示格式访问**筛选内容**的权利需要客户购买一个单独的查看的许可。

“**当地别名**”，指与归入**筛查内容**的介绍主体相关的，**汤森路透**在**第三方材料**中发现的任何非拉丁语言的名称；

“**非系统化**”，指非经常使用，并且非由机器自动生成或由非个人定期创建。

“**政治公众人物子级别**”，指将**世界检索内容**中介绍的定为**政治人物**的个人或实体、或进一步将其归为子类别“**政治公众人物**”以识别其担任的公职或与其与公职人员关系的实质的个人或实体；

“**制裁内容集**”，指**筛查内容**的节选部分，仅包含列于特定制裁名单上个人或实体的信息；

“**接收方位置**”，指从**场所**接收信息的**客户**的任何办公室（**场所**除外），或**客户子公司**的任何办公室；

“**再分发**”，指**客户**的日常业务经营过程中在**场所**或任何**接收方位置**之外的区域发送；

“**报告**”，指**订单**中列明的增强版尽职调查或“IntegraScreen”报告的类别，并且应包括其所有草稿、版本、修改、打印版本、复印件或其他衍生**报告**，但不应包括**第三方材料**；

“**报告主体**”，指**报告**描述或所指的人或实体；

“**受限媒体来源**”，指通过**汤森路透**选择的有声誉的新闻聚合器而获取的该等公众领域的媒体来源，其可查找到关于**报告主体**的贬损信息；

“**筛查目的**”，指**客户**使用**筛查内容**作为**客户**自身内部合规程序的一部分（而非用于任何外部商业目的，该等目的是不被允许的）对其中的**汤森路透个人信息数据**进行处理，从而 (i) 防止，识别或调查任何不合法的行为或 (ii) 履行任何旨在保护公众免受不诚实、不法行为或严重不当行为的功能；

“**Screening Content**” means the content contained in any Service which is indicated on an Order Form as a “screening” Service or referenced as falling within a “Screening” Business Activity, and includes but is not limited to content from any of the following databases: (i) “World-Check”; (ii) “Country-Check”; (iii) “Iran Economic Interest”; (iv) “Sanctions & Enforcements”; (iv) “Adverse Media”; (vi) “Vessels”;

“**Site**” means any location of Client to which TR supplies access to the Services directly, as specified on an Order Form;

“**TR PII Data**” means any Screening Content which identifies an individual or from which an individual can be identified whether by reference to other data or otherwise;

“**Update Classification**” means a description of the nature of the last update made to information found in a profile comprised in the World-Check Content;

“**US SAM Exclusions Extract**” means the US System for Award Management Exclusions Extract data that may be included in any Screening Content;

“**World-Check Translate**” means a machine translation service provided by TR to allow Client to translate the Further Information field of and Third Party Materials accessible from, profiles comprised in the World-Check Content.

“**筛查内容**”，指订单中的任何被列为“**筛查**”服务的**服务**中所包含的内容或任何被引用为“**筛查**”**业务行为**范围内的**服务**所包含的内容，包括但不限于来自任何以下数据库的内容：(i) “**世界检索**”；(ii) “**国别检索**”；(iii) “**伊朗经济利益**”；(iv) “**制裁和强制执行**”；(v) “**不良媒体**”；(vi) “**船舶**”；

“**场所**”指订单中列明的**汤森路透**直接向**客户**提供**服务**访问的**客户**的任何位置；

“**汤森路透个人信息数据**”，指可识别个人或据以识别个人的任何**筛查内容**，无论是通过援引其他数据或其他方式；

“**更新级别**”，指对归入**世界检索内容**的介绍中查找到的信息进行最新更新的实质的描述；

“**美国合同签订管理系统（SAM）除外摘录**”，指可能包含在任何**筛查内容**中的**美国合同签订管理系统除外摘录**的数据；

“**世界检索翻译**”，指**汤森路透**提供的机器翻译服务，以使得**客户**可以翻译归入**世界检索内容**的介绍的**进一步信息**领域以及从其获得的**第三方材料**。