

# verifiable LEI (vLEI) Ecosystem Governance Framework v3.0

# vLEI Issuer Qualification Agreement Appendix 6 Qualified vLEI Issuer Trustmark Terms

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# Qualified vLEI Issuer TrustMark Terms of Use

of the

# Global Legal Entity Identifier Foundation (GLEIF),

St. Alban-Vorstadt 12, 4052 Basel, Switzerland

# Regarding the use of the Qualified vLEI Issuer TrustMark

#### **Change History**

This section records the history of all changes to this document.

EGF Version	Document Version	Date	Description of Change
2.0	1.1	August 30, 2023	Updated GLEIF postal address.



## 1 Introduction

- A. GLEIF is a not-for-profit foundation incorporated by the Financial Stability Board under the laws of Switzerland.
- B. GLEIF qualifies vLEI Issuers to receive Qualified vLEI Issuer Credentials and for vLEI Issuers to issue Legal Entity vLEI Credentials and Legal Entity Official Organizational Role vLEI Credentials to Legal Entities holding LEIs having a LEI Entity Status of Active and a LEI Registration Status of Issued, Pending Transfer or Pending Archival in the Global LEI System.

#### I. Definitions

"Qualified vLEI Issuer TrustMark and Logo" shall mean the TrustMark and logo issued by GLEIF to Qualified vLEI Issuers.

"You", "your" or equivalent terms refer to you as a Qualified vLEI Issuer.

"LEIS" shall mean one or many Legal Entity Identifiers issued by GLEIF and the LOUs.

#### II. Conditions of Use

- 1. By using the Qualified vLEI Issuer TrustMark, you acknowledge that you do not have, and will not acquire, any intellectual property or other proprietary rights in the vLEIs and that you do not, and will not, claim such rights.
- 2. You agree that upon receiving vLEI Issuer Qualification that you promptly will display the Qualified vLEI Issuer TrustMark on your Qualified vLEI Issuer website. You also agree that you promptly will remove the vLEI Issuer TrustMark from your Qualified vLEI Issuer website should you fail to complete Annual vLEI Issuer Qualification or are otherwise terminated as a Qualified vLEI Issuer.
- 3. You agree that you shall refrain from creating, in whatever way, the impression that data and/or services, except the services provided in accordance with Appendix 5 –Qualified vLEI Issuer Service Level Agreement (SLA), are provided or supported or authorized or granted or otherwise associated by or with GLEIF.
- 4. You further agree to refrain from any actions or statements which may mislead the public and/or your customers to believe that any products or services provided by you, except the services provided in accordance with Appendix 5 Qualified vLEI Issuer Service Level Agreement (SLA), are services or products of GLEIF, or that you are part of, or in a special relationship to, GLEIF and/or the GLEIS.
- 5. You agree that GLEIF may take any appropriate steps, including but not limited to court action and to preliminary injunctions, if you do not comply with these



Terms of Use, and that you are liable to a payment of liquidated damages in the amount of CHF 100'000.- for any single case of non-compliance.

### III. Applicable Law and Jurisdiction

- These Terms of Use shall in all respects be governed by, and construed and interpreted in accordance with, the substantive laws of Switzerland without regard to Switzerland's conflict of law rules.
- 2. The Parties submit to the exclusive jurisdiction of the competent courts in Basel, Switzerland, for all disputes arising out of, or in connection with, these Terms of Use.

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