

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.

本附件之條款（「篩選服務附件」）旨在針對 TR 就某一產品或服務提供篩選內容時，在主條款以外，予以補充。

1. SCOPE

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.

2. USAGE PERMISSIONS AND RESTRICTIONS

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:

- (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

2.2 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.

2.3 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).

2.4 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

1. 範圍

1.1 客戶訂購篩選內容服務時，或要求 TR 向客戶提供訂單內指定之報告書時，均適用篩選服務附件。

1.2 部分情形下，篩選服務附件內附加或修正之權利，將納入特定服務適用之訂單內。

2. 使用許可與限制

2.1 依協議之規定，TR 允許客戶為行使篩選服務附件或訂單所載之使用條款，而存取篩選服務。用戶得：

- (a) 基於用戶之個別使用目的，閱覽、使用、複製（下載及/或列印）篩選內容或報告；
- (b) 以非系統方式，散布或再散布篩選內容或報告之非重要部分予關係企業。
- (c) 於其他用戶已向 TR 訂閱篩選內容或報告時，向其散布同一篩選內容或報告。以及

2.2. 如遇政府或主管機關為調查客戶是否遵循法律與法規而特別提出之要求，得於相關範圍內向該政府或主管機關再散布篩選內容或報告。

2.3 除為篩選目的（定義詳下）外，客戶不得擅用篩選內容，並應確保所有用戶皆遵守此規定。

2.4 客戶針對任何篩選內容，採購資料檔案、資料傳輸或 API 存取權，並欲向第三方篩選工具供應商訂購軟體，以使用該軟體收錄篩選內容，突顯合乎篩選內容之項目時，客戶有權向相關第三方篩選工具供應商提供該資料檔案、資料傳輸或 API 存取權；惟該篩選工具供應商應被視為客戶使用該資料檔案、資料傳輸或 API 存取權之承包商，且客戶應確保篩選工具供應商比照客戶本身而妥慎遵守所有適用於客戶之協議之規定。

applicable to Client as if they were its own.

2.5 TR shall have no responsibility or liability for any software or other products or services provided to Client by Filter Provider.

2.6 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 processing of TR PII Data under the

2.5 就篩選工具供應商向客戶提供之軟體，或其他產品或服務，TR 概不負責。

2.6 就報告而言，客戶得於報告之訂單中訂購不同類型之報告，且每一報告之提供均應遵守協議條款之規定（不論該訂單是否為書面（包括電子郵件），或係透過 TR 之線上訂購系統或以口頭提出）。

3. 使用 TR 個人資料

3.1. TR 確認，TR 處理 TR 個人資料時，遵守適用於 TR 之資料保護與隱私權之法律。

3.2. 客戶處理 TR 個人資料時，應遵循所有相關的法律與法令規定，包括客戶使用含有篩選內容之任何服務時，如欲處理 TR 個人資料時，應通知有關該個人資料的當事人。

3.3. 客戶應實施並維持適當技術與組織方法，以保護 TR 個人資料，避免意外或非法毀損，或意外遺失、改動、未授權而揭露或存取（尤其於 TR 個人資料係透過網路傳輸時），且其應針對 TR 個人資料處理與性質之連帶風險，提供一定程度之充分安全保障。

3.4. 客戶確認其概未發現任何法律或法規，對其履行本篩選服務附件所定義務之能力造成實質不良影響，且若得知該種法律或法規確實存在時，應由客戶通知 TR。客戶應盡一切合理努力，絕不以故意或過失致使 TR 違反資料保護與隱私權之法律規定所定義務之方式而擅自使用 TR 個人資料。

3.5 客戶將確保，所有處理 TR 個人資料之員工或第三人（包括關係企業）均應：(i) 依協議處理 TR 個人資料；(ii) 依客戶之指示行動；及(iii) 尊重並維護 TR 個人資料之機密性與安全性。

3.6. 就 TR 個人資料之處理，客戶將立即、適當回應 TR 任何合理、適當之疑問，且針對相關疑問，於合理時限內依誠信原則，與 TR 及任何相關資料保護機關合作。針對協議中 TR 個人資料之處理，如遇個人或資料保護機關針對客戶或 TR 提出索賠，或發生糾紛，客戶及/或 TR 將就該糾紛或索賠通知他方，並以和平、即時解決之目的

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 0 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

的，與他方合作。

3.7 縱有篩選服務附件第 2.2 條之規定，TR 非屬消費者陳報機構，且客戶保證不將內容用於建立消費者之信用資格，或主要用於個人、家庭、居家目的，僱傭目的或其他《合理信用陳報法》(Fair Credit Reporting Act, 15 U.S.C.A. § 1681b)授權目的之保險。

4. 免責聲明

4.1. 客戶接受：

4.1.1. 針對與他人或他實體進行交易之相關決策，不應單獨依賴篩選內容或報告；且在作出決策前，客戶應對該他人或他實體進行獨立查核，以驗證篩選內容或報告內之資訊，及其作為商業往來對象之適合性。

4.1.2. TR 所提供之篩選內容與報告，概未載明任何個人或實體提出意見或建議；

4.1.3. 就名稱等同於其他無關聯人士之任何實體或個人，TR 得於篩選內容或報告中納入其資訊。就報告而言，於可能情況下，TR 將於其認為可能係屬此種情形之情況下載明之。

4.1.4. 若篩選內容或報告對特定人士或實體提出負面指控，應推定為該人士或實體否認該指控；

4.1.5. TR 於篩選內容或報告中提供之資訊皆為摘要之形式，且客戶閱讀、使用時應同時參照相關第三方資料之完整細節；

4.1.6. 客戶與特定個人或實體訂立財務或關係前，若客戶有意願或有義務進行詢問，其不得以篩選內容作為該個人或實體之全盤資訊來源。

4.2. 客戶確認：

4.2.1. 於篩選內容或報告中納入或從其排除之任何個人或實體，不應自動視為對其有特定推斷（不問是否為負面），包括將任何個人或實體與篩選內容或報告中之其他個人或實體連結。連結之性質具備相當差異；

- varies considerably;
- 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;
- 4.2.3. 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;
- 4.2.4. TR cannot guarantee that it will find any or all of the published information available in connection with any individual or entity;
- 4.2.5. TR makes no warranty or representation about and disclaims all liability for the accuracy, completeness or currency of any Third Party Provider's Materials;
- 4.2.6. 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;
- 4.2.7. 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;
- 4.2.8. Client must assess the relative importance that client attributes to changes to information covered by each Update Classification;
- 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;
- 4.2.10. 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;
- 4.2.11. 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 TR is not in a
- 4.2.2. 諸多人士被篩選內容包含或於報告中所被提及，僅是因為其位居重要政治或其他職位，或與該個人有關；
- 4.2.3. TR 將盡可能確保篩選內容或報告皆為最新，惟其無法保證其中資訊絕無變更或正確無誤；
- 4.2.4. TR 無法保證其能覓得任何個人或實體之所有可得公開之資訊；
- 4.2.5. TR 未保證或聲明第三方供應商之資料之精確性、完整性或即時性，並免除所有責任；
- 4.2.6. 低品質別名係由 TR 自行指定，未必符合客戶積極確認相關個人或實體方法之個人自我強度評估。客戶須自我確認上述指定是否妥適或合乎客戶之風險承受能力等級；
- 4.2.7. 政壇人士子分類係 TR 依據第三方供應商之素材及有限之類別所得之資料，對於機關性質或與官員關係所為之評估所制定。該等評估未必符合客戶本身之評估與分類，且客戶須自我確認該評估與分類是否妥當或合乎客戶之風險承受能力等級；
- 4.2.8. 針對各最新分類所含資訊之變更情形，客戶須評估其相對重要性；
- 4.2.9. 本地別名將以第三方供應商資料中呈現之形式，增列於篩選內容內。本地別名呈現於三方供應商資料中時，TR 概不為翻譯或精確性之品質控管，倘有錯誤，TR 亦不負責；
- 4.2.10. 完整版篩選內容中可得之個人或實體概況資訊，可能不完全包含於制裁清單組合內；
- 4.2.11. 伊朗經濟利益 (Iran Economic Interest, 又稱 IEI) 資料庫，包含經公開報導，與伊朗或伊朗相關人士有直接或間接經濟利益之個人或實體，惟非用作，亦無意圖用作實際或可能違反制裁令之清單；蓋 TR 無權對此作出決策。客戶不宜推定該資料庫內之當事人違反制裁令。客戶應依據其進一步之盡職調查結果及其與系爭當事人之關係與互動，決定該資料庫中可得之公開資訊是否精確、正確，及/或是否與其適用之國內與國際法相關，及/或該當事人之

- 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 any
- 活動是否違反相關制裁令。
- 4.2.12. 「世界查核翻譯」係為一統計機器翻譯服務，依其歸納自人工翻譯文件之模式，提供即時翻譯。由於翻譯係由機器產生，故不盡然精確。
- 4.2.13. 「US SAM 排除摘要」包含限制或禁止與美國聯邦政府締約之個人與實體之資訊，其係由美國政府依其標準與準則決定。篩選內容中所含之「排除摘要」數據皆嚴格依現狀提供，且 TR 未對其內容為聲明或提供意見，其對於該第三方內容或美國聯邦政府將該個人與實體納入「US SAM 排除摘要」之決定，亦不負責任；且用戶應進行獨立查核，以驗證其中所含之資訊。
- 4.3. TR 提供「國家查核排名」及/或「國家查核報告」時，客戶咸認：
- 4.3.1. 其乃作為指引，協助客戶自行決定司法風險，尤其於系爭國家。使用「國家查核排名」預先定義或預設影響力之設定所產生之任何風險排名與分組，僅代表 TR 依基本演算法與對風險之見解所作之評估，未必適於客戶使用。客戶須自行確定其了解 TR 之預設及風險標準，且其合於客戶之風險承受能力層級；
- 4.3.2. 雖已盡可能納入所有主要國家之風險排名及風險分組，惟不附保證。
- 4.3.3. 其完全依據公開資訊，並據以產生風險排行與風險分組。該資訊未必精確，或業已過時，且缺乏各國之公開風險資訊，亦可能導致 TR 之風險排名及風險分組不盡精確。
- 4.3.4. TR 無法保證其針對特定管轄區或領域，得窮盡與風險評估相關之所有可得公開之資訊。TR 亦無法確定其所仰賴之公開之資訊未來繼續存在。

- 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 customers,
- 4.3.5. 其完全依據 TR 所選取、於「國家查核」中提供來源之資料，且該來源資料僅於其所據公開資訊變更時方可變更。此外，「國家查核」無法反映突發事件（包括金融市場崩盤、恐怖行動、自然災害、民間動亂或戰爭）之立即風險衝擊。
- 4.4. TR 提供報告時，客戶承認：
- 4.4.1. 進行研究時，其報告對象之名稱將完全依據客戶所提供之拼寫方式及格式；
- 4.4.2. 媒體研究將透過 TR 所選擇之新聞資匯集網站進行。內部搜尋引擎將用於其他所有內部搜尋；
- 4.4.3. TR 通常僅搜尋報告對象之負面資訊，不納入 TR 於報告中發現之正面資訊；
- 4.4.4. TR 將以網路搜尋其所設定之負面文字或用語搜尋字串，以獲得重要負面資訊。TR 不能保證透過此搜尋字串即可獲得報告對象之所有負面資訊。
- 4.4.5. 若 TR 進行網路搜尋後使其獲得報告對象之多數否面結果，僅有檢索前 50 項之結果將被選取，並於適當時納入報告中；
- 4.4.6. 訂單將載明客戶是否要求 TR 於搜尋時使用限制媒體來源或所有媒體來源，以及客戶是否要求 TR 搜尋商業情報。TR 無法保證搜尋時使用資源之精確度或可靠性，惟所有媒體來源將納入就精確度或可靠性而言應特別留意之資源，包括部落格、聊天室及網路論壇。此外，TR 雖將盡其合理努力尋找其認為顯可提供商業情報之人，惟其觀點未必詳實。運用此類資源時應特別留意；
- 4.4.7. 並同意 TR 得將其於報告內為客戶製作之資訊，納入 TR 之風險資訊資料庫及/或其他服務內。針對該資料庫或服務中客戶之顧客、供應商或其他交易對象之名稱，其係 TR 依協議向客戶提供報告期間所得知者，TR 確認其絕不公開或重製該等資訊。

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

- 4.5 如果 TR 認為因法律、合規或內部政策原因而有必要，TR 保留在簽定相關訂單後拒絕請求提供報告之權利。如遇此種情況：(a) TR 應於合理可行之時間內盡速通知客戶，其拒絕提供訂單所涉報告之決定；(b) 相關訂單中關於提供報告之協議應於通知日終止，TR 對於提供報告不負任何責任；且 (c) TR 將退還客戶就相關報告所預付之款項。

5. 優先順序

5.1. 就篩選服務而言：

- 5.1.1. 產品說明及本篩選服務附件牴觸時，以產品說明為準；
- 5.1.2. 篩選服務之訂單與篩選服務附件牴觸時，以訂單為準；
- 5.1.3. 主條款與篩選服務附件牴觸時，以篩選服務附件為準；以及
- 5.1.4. 主條款之附件與篩選服務附件牴觸時，以篩選服務附件為準。

6. 定義

「**所有媒體來源**」係指限制媒體來源及其他一切公開媒體資源（包括部落格、聊天室及網路論壇），其為 TR 可藉以搜尋報告對象之負面資訊者。

「**商業情報**」係指 TR 透過其選定之第三人所獲得之公開、背景資訊及意見。

「**國家查核**」係指 TR 之國家查核主要管轄區之風險索引。

「**國家查核排名**」係指國家查核中對於國家（倘有）擬訂之管轄區風險排名，載於世界查核篩選內容概況中之國家與地點欄位。

「**國家查核報告**」係指使用國家查核所產生之國家風險排名報告。

「**散布**」係指於現場或收件人所在地發送。

「**篩選工具供應商**」係指向客戶提供軟體或其他解決方案，使客戶可使用篩選內容之資料檔案、資料傳輸或 API 版本之第三人，訂單或其他依合約所製文件中所稱之「篩選工具夥伴」，應視為本項篩選服務附件所稱之「篩選工具供應商」。

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;

「**非重要部分**」係指部分摘要，其：(a)無獨立商業價值；且(b)無法代替 TR、其關係企業或其第三方供應商所提供之服務（或其中之重要部分）。

「**低品質別名**」係指第三方資料中所表明之推定或替代名稱，其為 TR 於篩選內容所含概況中指定為「低品質」者。

「**匹配**」係指第三方解決方案比對篩選內容內之原始資料以及客戶之資料，以檢視是否符合。為免疑義，上述情形不包括於第三方解決方案以概況閱覽格式呈現篩選內容之權利，蓋客戶可能另須採購閱覽許可方能以概況閱覽格式存取篩選內容。

「**本地別名**」係指就篩選內容所含之概況對象而言，TR 於第三方資料中所獲得之非拉丁語系名稱。

「**非系統**」用於非經常性、亦非由機器自動生成，或定期由個人製作者。

「**政壇人士子分類**」係指世界查核內容內標註為政治人物，或進一步分類為政壇人士之個人或實體，藉以表明其職務性質或與任職人關係之性質。

「**制裁清單組合**」係指摘錄篩選內容裡涉入特定制裁清單之個人或實體之相關資訊。

「**收件人所在地**」係指客戶之辦公室（現場不此限），或客戶之任何子公司之辦公室，自「現場」接收資訊者。

「**再散布**」係指以客戶正常業務方式，於現場或收件人所在地以外之地點發送。

「**報告**」係指強化版之盡職調查或「整合篩選」(IntegraScreen)類型之報告，載於訂單內，其包括所有草稿、版本、修正、紙本、副本或其他衍生物，惟應排除第三方資料。

「**報告對象**」係指報告所撰寫或指涉之個人或實體。

「**限制媒體來源**」係指公開媒體資源，其可透過 TR 所選擇之聲譽良好之新聞匯集網站取得，且可藉以獲得限制媒體來源之負面資訊者。

「**篩選目的**」係指客戶使用篩選內容作為其內部法規遵循程序之一部（不得用於外部商業用途），以處理其中 TR 個人資料，進而：(i)避免、偵測或調查非法行為，或(ii)釋出用以保護大眾免於不實、不法或嚴重不當行為之功能。

「**篩選內容**」係指服務所含內容，其於訂單中載為「篩選」

“**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, including but not limited to content from any of the following databases: (i) “World-Check”; (ii) “Country-Check”; (iii) “Iran Economic Interest”; (iv) “Sanctions & Enforcements”; (v) “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.

服務或係屬「篩選」商業活動者，包括但不限制來自下列資料庫之內容：(i)「世界查核」；(ii)「國家查核」；(iii)「伊朗經濟利益」；(iv)「制裁與執行」；(v)「不良媒體」；(vi)「船舶」。

「**現場**」係指 TR 直接向客戶提供服務之地點，載於訂單內。

「**TR 個人資料**」係指透過引用其他資料或其他方式，足以辨識個人或個人得被辨識之篩選內容。

「**最新分類**」係指就世界查核內容所含概況中之資訊，其最近更新之性質說明。

「**US SAM 排除摘要**」係指可能包含於任何篩選內容之「美國獎項管理系統排除摘要」(System for Award Management Exclusions Extract)。

「**世界查核翻譯**」係指 TR 提供之機器翻譯服務，客戶可透過該服務翻譯世界查核內容所含摘要之「進一步資訊」領域，以及可從其獲得之第三方資料。