

## **Welcome to Global Financial Data!**

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE (THESE “TOS”) BEFORE USING ANY WEBSITE, MOBILE APPLICATION, DESKTOP APPLICATION, PLUGIN OR OTHER MEDIA PLATFORM THAT REFERENCES OR LINKS TO THESE TOS (COLLECTIVELY, THE “SITE”), OR ANY PRODUCTS, SERVICES, DOCUMENTATION, INFORMATION OR DATA PROVIDED BY OR ON BEHALF OF GFD (HEREINAFTER DEFINED), REGARDLESS OF WHETHER PROVIDED THROUGH THE SITE, OTHERWISE DIRECTLY BY GFD, OR BY OR THROUGH A THIRD PARTY RESELLER, DISTRIBUTOR, OR SERVICE PROVIDER (THE “SERVICES”).

These TOS set forth the legal terms and conditions governing your use of the Site and the Services. GFD reserves the right to amend, remove, or add to these TOS at any time. Such modifications shall be effective immediately. Accordingly, please continue to review these TOS whenever accessing, linking to, or using the Site or the Services. Your access, link to, or use of the Site or any Service, after the posting of modifications to these TOS will constitute YOUR ACCEPTANCE OF THE TOS, as modified. If, at any time, you do not wish to accept these TOS, you may not access, link to, or use the Site or the Services. Any terms and conditions proposed by you which are in addition to or which conflict with these TOS are expressly rejected by GFD and shall be of no force or effect.

### **Statement of Rights and Responsibilities**

These TOS govern GFD’s relationship with users of the Services (“Users”). By signifying your acceptance of these TOS or by using or accessing the Services or allowing others to access or use the Site or the Services on your behalf or through the use of your usernames and passwords (“Access Methods”), you agree to be bound by these TOS (which may be updated from time to time). Without limiting the foregoing, you may not insist upon any avoidance of these TOS once you access or use the Site or the Services. These TOS are in addition to and intended to supplement any schedule or other legally binding agreement that you may have entered into with GFD or its licensees or distributors (if any) that is intended to govern your use of the Site and Services (each, a “Schedule” and together with these TOS, the “Agreement”). To the extent any terms of a Schedule conflict with the terms of these TOS, the Schedule shall govern.

### **License**

GFD hereby grants you and your Authorized Users (as hereinafter defined) a fully revocable, nontransferable, nonexclusive right to use the Site and the Services solely in accordance with the Agreement. The foregoing right has been granted to you subject to your agreement to abide by the Agreement as well as any other rules, procedures, policies, terms or conditions governing the Site and the Services that may be displayed from time to time on the Site, in the Services, or otherwise provided to you by GFD and to which Users will be bound. You must be

---

authorized by GFD (whether directly or through its licensees or distributors) to access and use the Site and the Services. The Site and the Service are licensed, not sold, and you and your Users receive no title to or ownership of the Site or the Services itself. Furthermore, you receive no rights to the Site or the Services other than those specifically granted herein, all such rights being reserved to GFD. If you are using the Site or the Services on behalf of any other person or entity (each, a “Person”), (i) you must be duly authorized by such Person to act on their behalf and have the requisite power and authority to act on behalf of and legally bind such other Person; (ii) if such Person subsequently disputes such power or authority, you hereby agree to provide or execute and deliver such other documents and/or take such other actions required on your part to prove that you have (or had, at all relevant times) such requisite power and authority; and (iii) if such Person disputes such power or authority, you shall be liable and shall indemnify GFD and the other Covered Persons (hereinafter defined) for such dispute and/or for any failure of such Person to comply with the Agreement. In the event any of your affiliates, contractors, or consultants use the Site or the Services, you shall ensure that each such affiliate, contractor, and consultant complies with each and every of your obligations hereunder and you shall be responsible for such compliance. As the context so indicates, references herein to “you”, “your” or a “User” shall, as applicable, refer to the licensee identified in the applicable Schedule, together with such Person’s Authorized Users, representatives, employees, and agents who access or use the Site or the Services on such Person’s behalf, each of whom shall, as a condition to such access and use, be required to comply with the Agreement.

## **Permitted Use**

Authorized Users may (a) subject to limits specified by GFD from time to time, download, transport, extract, or transfer Content (as hereinafter defined) to servers, hard drives, or other storage devices located on your network or hard drives (the “Storage Location”), provided that the Storage Location only accessible to: (i) the Authorized Users; (ii) database and IT administration and network specialists who may incidentally have access to the Content as part of their position and role; and (iii) supervisory employees who must have access to the Storage Location due to the local laws and regulations to supervise compliance with the local laws and regulations; (b) incorporate Content into software or analysis tools for internal business purposes only; and (c) use the Services to create Resultant Data (hereinafter defined) for back-testing, forecasting, portfolio balancing, regression analysis, and/or data integration purposes, and to perform calculations and develop trading strategies, investment ideas, and/or trading tactics. You may use Resultant Data for your internal business purposes, and, on a non-systemic, occasional basis, may distribute de minimus portions of Resultant Data to your customers or clients. Except as expressly set forth herein, you may not disclose or provide Resultant Data to any Person that is not an Authorized User, whether or not for consideration. Notwithstanding the foregoing or anything to the contrary contained herein, you may not use, transfer, distribute, or dispose of Services, Content, or Resultant Data that in any manner does or could compete with the business of GFD or its affiliates. You shall ensure that all documents, materials, reports, presentations, charts, graphs, and other materials that contain, incorporate, or are based upon Services or Content clearly cite GFD as a source, and do not include

Services or Content (other than Resultant Data or other de minimus portions of Content permitted to be distributed hereby), and cannot reasonably be used as a facsimile or substitute for any Service or Content. As used herein, "Resultant Data" means data created by Authorized Users in compliance with the Agreement, in whole or in part using the Services or any Content, which cannot be: (i) reverse-engineered to recreate the original Services or any Content (as hereinafter defined), and (ii) used to create other data that is a reasonable facsimile for the Services or any Content.

## **Representations**

You represent, warrant, and covenant to GFD that: (i) you are authorized to enter into the Agreement and otherwise perform your obligations hereunder; (ii) all use of the Site by or through you, or with your Access Methods, will be in accordance with the Agreement; (iii) you will notify GFD immediately upon becoming aware of any violation of the Agreement; and (iv) you will ensure that all Authorized Users have adequate training and skills to use the Content and Services in compliance with the Agreement.

## **Payment**

You will pay fees in the amounts and at the times specified in the Schedule. Any amounts payable to GFD which are not paid when due shall accrue past due charges from the date due until paid at a rate of one and a half percent (1.5%) per month or the legal maximum, whichever is less. Fees payable to GFD are exclusive of taxes. You shall be responsible for payment of all taxes payable with respect to the Services and Content, except, to the extent applicable, for taxes levied with respect to GFD's net income.

## **Term and Termination**

The term of the Agreement will commence on the date specified in the Schedule, and, except as otherwise set forth in the Schedule shall be automatically renewed for successive one-year periods unless either a party gives notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term. Either party can terminate the Agreement upon notice if the other party commits a material breach of the Agreement which is capable of being cured, which breach is not cured within thirty (30) days of receipt by the breaching party of written notice of such breach, provided that GFD may terminate the Agreement immediately upon notice if you breach the Sections of these TOS captioned License, Permitted Use, Intellectual Property, Registration, Restrictions on Use, Third Party Data, Privacy, Confidentiality, or Indemnity.

## **Effect of Termination**

GFD reserves the right to suspend or terminate your access to and use of all or any portion of the Site or Services at any time in its sole discretion as necessary to preserve and protect the security of the Site or the Services or the rights of GFD or any Supplier (as hereinafter defined). In the event your use of the Site or the Services is suspended or terminated, the Agreement will continue to apply to your past use of the Site and Services in the form in which it then existed at the time of the subject use. Termination of your access to and use of the Site and Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to GFD. Without limiting the foregoing, the provisions of these TOS relating to intellectual property, confidentiality, indemnification, compliance with law, payment, Resultant Data, and limitations on liability shall survive any termination of the Agreement. Upon the termination or expiration of the Agreement: (a) all licenses shall terminate, and you and all Authorized Users shall immediately cease and desist all use of the Content and Services; (b) unpaid fees and other amounts payable to GFD shall accelerate and be immediately due, (c) all models, Resultant Data, and/or algorithms which depend and rely upon the Content shall be recalibrated and revised to exclude the Content from their processes, and (d) you and all Persons to whom you have transferred or provided Content or Services shall promptly, at GFD's option, return or destroy all Content and Services (including all materials, documents, and files containing, embodying, or incorporating Content and Services), and certify such return, destruction and deletion in writing, provided that you may retain Content and Services to the extent required to comply with applicable law or regulation. Any Content or Services so retained shall not be used for any purpose other than as necessary for such compliance. Upon termination of the Agreement for any reason, you shall provide a termination certificate to GFD, in GFD's standard form, confirming your compliance with this paragraph. Should you fail to provide GFD an executed termination certificate no later than the effective date of the termination, then, in addition to all other remedies available to GFD as a result of such failure, all fees and other amounts payable to GFD shall continue to be due and payable until the executed termination certificate is delivered, and such termination shall not be effective with respect to your payment obligations to GFD. Payment of such additional amounts shall not entitle you to access or use the Site or any Services. Notwithstanding the foregoing, provided that the Agreement is not terminated due to your default hereunder, and subject in every respect to your continued compliance with each and every of your obligations hereunder, you may retain and continue to use Resultant Data for your internal business purposes following termination of the Agreement.

## **Intellectual Property**

The Site and the Services, including, all of the content, information, and data they contain, or may in the future contain (the "Content"), including but not limited to data, text, content, photographs, video, audio and graphics, goods, designs, information, applications, software, articles, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property that relates to the Site or the Services, are owned by or licensed by GFD or

---

other third parties and are protected from any unauthorized use, copying and dissemination by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The Services are also, to the fullest extent permitted by applicable law, protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Services are also copyrighted works. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Site and the Services have been developed, compiled, prepared, revised, selected, and arranged by GFD through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of GFD. You agree to protect the proprietary rights of GFD having rights in the Service during and after the term of the Agreement and to comply with all reasonable written requests made by GFD or its suppliers and licensors of data, information, software, content, equipment, or otherwise (“Suppliers”) to protect their and others’ contractual, statutory, and common law rights in the Services and the Site. You agree to notify GFD in writing promptly upon becoming aware of any unauthorized access or use of the Services or the Site by any individual or entity or of any claim that the Services or the Site infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. Except as otherwise expressly provided in the Agreement, all present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Services and the Site, including derivative works thereof (the “Intellectual Property Rights”) shall, as between you and GFD, at all times be and remain the sole and exclusive property of GFD. All present and future rights in and title to the Services and the Site (including the right to exploit the Services and the Site and any portions of the Services and the Site over any present or future technology) are reserved to GFD for its exclusive use. Except as specifically permitted by the Agreement, you may not copy or make any use of the Services or the Site or any portion thereof. Except as specifically permitted by the Agreement, you shall not use the Intellectual Property Rights, the Site, or the Service, or the names of any individual participant in, or contributor to, the Services, or any variations or derivatives thereof, for any purpose, without GFD’s prior written approval.

## **Transmissions to GFD**

If you choose to transmit or submit through the Site or the Services any message, documents, information, data (including all ideas, suggestions, questions, feedback and/or proposals contained therein), by and immediately upon such transmission or submission you will be deemed to irrevocably grant to GFD a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with unlimited right to sublicense) to make, have made, use, offer for sale, sell, import, reproduce, distribute, perform, display, and make derivative works based upon such messages, documents, information, and data (and all ideas, suggestions, feedback, questions, and proposals contained therein). GFD shall have no obligation of any kind with respect to such ideas, messages, documents, information and/or data and shall be free to use, disclose and/or distribute any such idea, message, documents, information and/or data to

others without limitation and to reproduce and use any ideas, concepts, know-how or techniques contained or embodied therein, including without limitation to use such ideas, data, concepts, know-how, techniques, data, and other information in GFD's business and to develop, manufacture, market and produce products and services incorporating such data, information, ideas, concepts, know-how or techniques.

## **Registration**

You acknowledge that the Services and the Content are licensed solely for use by the Users identified in the Schedule ("Authorized Users"). You will not permit persons who are not Authorized Users to access, view, export, copy or otherwise use any Services or Content. Authorized Users, by their receipt and use of Content and Services, agree to comply with each and every provision of the Agreement. As part of the registration and account creation process necessary to obtain access to certain portions of the Services, including those portions that require a fee or payment for access, you will select a username and a password as well as geographical information about yourself. You will provide GFD with certain registration information, all of which must be accurate, truthful, and updated. You shall not: (i) select a username already used by another person; (ii) create an account for anyone other than yourself without permission; (iii) use a username in which another person has rights without such person's authorization; or (iv) use a username or password that GFD, in its sole discretion, deems offensive or inappropriate. GFD reserves the right to deny creation of your account based on GFD's inability to verify the authenticity of your registration information. You shall be solely responsible for maintaining the confidentiality and security of your Access Methods. You shall immediately notify GFD of any known or suspected unauthorized use(s) of your account or Access Methods, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your information, including your Access Methods. You are fully responsible for all usage and activity through your Access Methods, including, but not limited to, unauthorized use of your Access Methods by any third party. You agree you will not sell, transfer or assign your account to any other person, nor allow them permission to access our Services through your Access Methods. If the computer system on which you accessed the Service is sold or transferred to another party, you warrant and represent that you will delete all cookies and software files obtained by or through use of the Services. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Site or the Services, and you agree that you may be denied access to or use of the Site or the Services if you refuse to provide proof of identity or other method of identity verification. GFD reserves the right to terminate, revoke, suspend, modify, or change your Access Methods, in its sole discretion, at any time with or without notice. If we disable your Access Methods, you agree that you will not request new Access Methods without express written permission from GFD. Notwithstanding anything else herein, GFD reserves the right to pursue any and all claims against any User. Each User may have only one set of Access Methods at any time.

## **Restrictions**

You agree that, except as expressly permitted by the Agreement, you will not publish,

broadcast, retransmit, reproduce, commercially exploit, create any derivative of or otherwise disseminate or disclose to any Person, the Site or the Services. You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of the Services or the Site, any activities conducted on or through the Services or the Site or any servers or networks connected to the Services or the Site. You may neither obtain nor attempt to obtain through any means any materials or information on the Site or the Services that have not been intentionally made available either by public display on the Site or Services or through accessibility by a visible link on the Site or Services. You shall not violate the security of the Site or the Services or attempt to gain unauthorized access to the Site or the Services, data, source data and dictionaries, materials, information, computer systems or networks connected to any server associated with the Site or the Services, through hacking, password timing or any other means. You may neither take nor attempt any action that, in the sole discretion of GFD, imposes or may impose an unreasonable or disproportionately large load or burden on the Site or the Services or the infrastructure underlying or supporting the Site or the Services. You shall not use or attempt to use any “scraper,” “robot,” “bot,” “spider,” “data mining,” “computer code,” or any other automated device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Site or the Services or any data or content found on or accessed through the Site or the Services without the prior express written consent of GFD. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content. You shall not, directly or indirectly, during the term of the Agreement or thereafter, engage in or permit any other person or entity to engage in any of the following actions: (i) decompile, disassemble, modify, translate, or reverse engineer the Site, the Services, or any Content or otherwise attempt to obtain the source code for the Site or the Services or the constituent or underlying data contained in or comprising the Services or any Content; (ii) sell, license, sublicense, rent, lease, timeshare, assign, pledge, or otherwise encumber the Site, the Services, or any Content or, except such use on your behalf which is expressly permitted by and subject to the Agreement, permit any other Person to use the Site, the Services, or the Content; (iii) use any name, trade mark, service mark, logo(s), or other intellectual property of GFD without GFD’s prior written consent in each instance; (iv) use the Site, the Services, or any Content for any purpose other than as expressly permitted hereby; (v) develop or assist in the development of any website, platform, software, technology, data or information product, or service competitive with or similar to the Site, the Services, or any Content (including, without limitation, including any similar ideas, functionality, content, data, features, functions or graphics); or (vi) modify, alter, tamper with, translate, repair or (except with respect to Resultant Data) create derivative works based on or using the Site or any Services or Content.

### **Third Party Data**

In using the Site and the Services, you may have access to third-party information which may include, among other things, proprietary market data (collectively, the “Third Party Data”), which has been independently obtained by GFD from various Suppliers. In the event of a discontinuance or termination of GFD’s access to any Third Party Data, GFD may in its sole discretion remove the applicable Third Party Data from the Site or the Services or replace any

---

such Third Party Data with other Third Party Data. The Third Party Data is the property of the applicable Supplier(s) or others and is protected by copyright. You acknowledge and agree that such Third Party Data is subject to the additional terms available set forth herein and such other terms as may be required by any Supplier from time to time (the “Third Party Terms”). You agree not to use the Third Party Data for any purpose other than as expressly permitted by the Agreement and, in particular, not to (i) use the Third Party Data for any unlawful purpose (including, without limitation, in violation of any rules or regulations of any exchange or self-regulatory organization); (ii) download, modify, reproduce, retransmit, disseminate, sell, lease, distribute, publish, broadcast, circulate, or commercially exploit the Third Party Data in any manner; or (iii) furnish or otherwise permit or provide access to the Third Party Data to any person other than permitted and authorized Users of the Site and the Services in full compliance with the Agreement. You agree to: (a) clearly identify the Supplier as the source of Third Party Data; (b) comply with all requests by GFD or any Supplier to protect the Supplier’s and GFD’s respective rights in the Third Party Data; and (c) take reasonable security precautions to prevent unauthorized access to any Third Party Data, the Services, and the Site. The Suppliers are third party beneficiaries under the Agreement and shall be entitled (along with GFD or alone) to enforce the Agreement by legal proceeding or otherwise for any violation hereof. Your obligations under this Section shall remain in effect after termination of the Agreement. GFD AND EACH SUPPLIER EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE.

Without limiting the foregoing, the following Third Party Terms are applicable to your use of the Site, the Services and the applicable Third Party Data:

### **ICE Data**

ICE Data (“Ice Data”) is incorporated and made part of the US Stocks, and/or UK Stocks Database. If you access is accessing the US Stocks, and/or UK Stocks Database as part of the Services, the terms listed under the ICE Data Terms and Conditions section shall apply to you.

### **SEDOL**

If the Services you receive include access to data located in the UK Stocks Database, you will have access to the Stock Exchange Daily Official List (“SEDOLs”) provided from the London Stock Exchange (the “LSE”). The LSE requires all entities, including private persons, who have

---

access to the SEDOLs maintain a license directly with the LSE. You cannot grant access to, or allow use of, any Services containing or incorporating SEDOL unless you have obtained the required license for SEDOL data from the LSE. GFD may (but shall not be required to) request evidence of such license and confirm with LSE that such license is in good standing prior to granting access to any such Services or at any time thereafter. For further information, please refer to the [SEDOL Masterfile Pricing and Policy Guidelines](#), or contact the London Stock Exchange SEDOL team: info: This email address is being protected from spambots. You need JavaScript enabled to view it.

```
document.getElementById('cloak1ea3d8c0b7418d9035d1920b4e5ec9a6').innerHTML = ''; var  
prefix = 'ma' + 'il' + 'to'; var path = 'hr' + 'ef' + '='; var  
addy1ea3d8c0b7418d9035d1920b4e5ec9a6 = 'sedol' + '@';  
addy1ea3d8c0b7418d9035d1920b4e5ec9a6 = addy1ea3d8c0b7418d9035d1920b4e5ec9a6 +  
'londonstockexchange' + '.' + 'com'; var addy_text1ea3d8c0b7418d9035d1920b4e5ec9a6 =  
'sedol' + '@' + 'londonstockexchange' + '.' +  
'com';document.getElementById('cloak1ea3d8c0b7418d9035d1920b4e5ec9a6').innerHTML +=  
"+addy_text1ea3d8c0b7418d9035d1920b4e5ec9a6+";
```

## Records

You will maintain such records, reports, information, agreements, and other documents as GFD or any Supplier may require from time to time to confirm compliance with the Agreement. Without limiting the foregoing, during the term of the Agreement and for seven (7) years thereafter, GFD and each Supplier may, upon request (i) examine, copy, and extract information from your books, records, reports, information, agreements, and other documents relating to the Site and the Services; (ii) enter your premises or any other premises from which you or any User accesses the Site or the Services, examine any component of equipment and software used in connection with the Services, the Site, or any Third Party Data (hereinafter defined), and observe any use of the Site, the Services, or the Third Party Data; and (iii) take such actions as may be appropriate to otherwise verify compliance with the Agreement.

## Declaration of Use

GFD may request you complete a Declaration of Use in GFD's standard form, which shall be certified under penalty of perjury. You shall complete the Declaration of Use accurately and truthfully and shall complete and return a signed copy of the Declaration of Use to GFD at its notice address within thirty (30) days from the date of request. You acknowledge and agree that e-mail is an acceptable means of requesting the Declaration of Use.

## Privacy

---

For the purposes of providing and maintaining the Site and the Services and for general administrative purposes with regard to the Agreement, the Services, and the Site, GFD, its designees, licensees, and the Suppliers shall have access to certain information, including without limitation names, functions, business units and contact details which constitute “personal data”, “personal information” or any other similar term as defined in applicable law, or information or materials, in any form, that alone or in combination with other information or materials: (i) uniquely identifies any individual (e.g., names, addresses, telephone numbers, account information, financial information, etc.); or (ii) is considered “sensitive personal data” such as political opinions, ethnicity, religious beliefs, or health information (all such information, “Personal Data”) of your employees, temporary and casual workers, officers, directors, representatives, consultants, agents, independent contractors, and other personnel including, but not limited to, Users (“Personnel”). GFD and each Supplier has the right to use, disclose, and transfer the Personal Data in accordance with the provisions of the Agreement. Without limitation, the Personal Data will be stored and processed globally in by and on behalf of GFD and the Suppliers, including in contact databases and finance systems and to third party affiliates, service providers, and agents of GFD and such Suppliers, and including transfers to countries outside of the applicable Personnel’s home country whose data protection standards are different than those of the origin country. GFD shall implement commercially reasonable physical, technical and organizational measures to protect the Personal Data against accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of Personal Data over a network, and against all forms of unlawful processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation. It is your sole responsibility to ensure at its own cost that the collection of Personal Data and the making available of Personal Data to GFD and Suppliers for the above purposes (including, without limitation any transfer thereof) complies with any applicable laws including without limitation any employment, labor, data protection and privacy laws. Without limiting the generality of the foregoing, you shall where and as legally required by applicable law inform the Personnel on, and obtain their explicit consent to, the processing (including transfer) of such Personal Data by GFD for purposes of the Agreement, and your (and each User’s) acceptance of the Agreement shall constitute your (and each User’s) representation and warranty that all such consents have been granted. Without limiting the foregoing, information that GFD gathers from Users via their use of the Site or the Services is governed by GFD’s privacy policy <https://globalfinancialdata.com/privacy-policy/> (the “Privacy Policy”), which is incorporated herein by this reference.

## **Confidentiality**

Depending on your subscription to the Services, you may be exposed to certain confidential and proprietary information of GFD (“Confidential Information”). Confidential Information includes the Site, the Services and the Content, including without limitation, all methodologies, source data, data and databases, and software and analytical tools contained therein, together with all non-public information disclosed to you by or on behalf of GFD, whether or not labeled or identified as proprietary or confidential. All Confidential Information shall remain the property of

---

GFD, and you shall acquire no interest therein.

You shall not in any way disclose or disseminate Confidential Information to any third party, and shall only use Confidential Information to the extent necessary to use the Services and the Site in accordance with the terms and conditions of the Agreement.

### **Reservation of Rights**

GFD may modify the fees you or your organization pays to GFD, but only after the expiration of the initial term of the applicable Schedule and upon at least ninety (90) days' notice. In addition, in its sole discretion at any time that GFD deems necessary or otherwise desirable, in each case to the fullest extent permitted by applicable law and without notice or liability to you, GFD may: (1) modify, add, or delete certain portions of the Services or the Site; (2) change or modify the format, medium, or means of access to or delivery of the Services or the Site; and, (3) make unscheduled deployments of updates, enhancements or such other changes to any Content, the Site or the Services. You acknowledge and agree that the licenses granted herein are non-exclusive, and that GFD has all right and authority, in its sole and absolute discretion, to license the Content, Services, and Site to, and for use by, any other Person.

### **Warranty Disclaimers**

THE SITE, THE SERVICES, AND THE CONTENT (INCLUDING, WITHOUT LIMITATION ALL THIRD PARTY DATA) ARE PROVIDED "AS-IS", "AS-AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GFD MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF TITLE AND EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS; AND (B) ANY WARRANTIES CONCERNING THE AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS OR SEQUENCING OF THE SITE, THE SERVICES, THE CONTENT, OR THE INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON OR VIA THE SITE OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. YOU ACKNOWLEDGE AND AGREE THAT NO SOFTWARE OPERATES ERROR-FREE AND THAT GFD DOES NOT

---

WARRANT THAT THE SITE OR THE SERVICES AND THE COMPONENTS COMPRISING THE SITE OR THE SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

THE FLOW OF DATA TO AND FROM THE SITE AND THE SERVICES VIA THE INTERNET AND WIRELESS BANDWIDTH IS CONTROLLED BY THIRD PARTY SERVICE PROVIDERS OVER WHOM GFD HAS NO CONTROL. GFD SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS IN YOUR ACCESS TO THE SITE OR THE SERVICES DUE TO DISRUPTIONS IN INTERNET OR WIRELESS SERVICES.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GFD, THE SUPPLIERS OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, PARTNERS, MEMBERS, CONSULTANTS, ADVISORS, LICENSORS, OR EMPLOYEES (COLLECTIVELY, "COVERED PERSONS") BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATED TO THE AGREEMENT, THE SITE, THE SERVICES, THE CONTENT (INCLUDING, WITHOUT LIMITATION ANY USE OF, OR INABILITY TO USE THE SITE, SERVICES, OR ANY CONTENT), REGARDLESS OF THE THEORY OF LIABILITY, OR WHETHER A COVERED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE LIABILITY OF ANY COVERED PERSON IN ANY CIRCUMSTANCE EXCEED \$100. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THESE LIMITATIONS ALSO APPLY TO ANY THIRD PARTY CLAIMS AGAINST USERS.

### **Indemnity**

You will indemnify, defend, and hold harmless GFD and all other Covered Persons against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs), and damages based on, arising out of or relating to: (i) use of the Site or the Services by you or with your Access Methods; (ii) your breach of the Agreement (including, without limitation, any Third Party Terms or any representation, warranty or covenant made by you herein); (iii) your violation of any applicable law or any third party's rights; or (iv) your infringement of any intellectual property or other proprietary right of GFD, any Supplier or any other third party.

## **Discontinuation**

GFD reserves the right to suspend or discontinue your individual access to or use of any GFD Site or Services at any time, without notice, if GFD determines you have breached these TOS, violated any law or engaged in any inappropriate conduct, or if your subscription to the Services is cancelled or suspended. GFD will not be liable to you for any such suspension or discontinuation.

## **Notices**

From time to time, GFD may post legal notices to the Site or the Services. You shall not remove these notices, or any additional information contained along with any such notice. The Site and the Services may contain references to trademarks, copyrighted materials, technologies, products, data, processes and software and other proprietary rights of GFD, Suppliers, or other Persons. Except as necessary for your access to and use of the Site and the Services as contemplated by the Agreement, no license to or right in any such trademarks, copyrighted materials, technologies, products, data, processes, software or other proprietary rights of GFD or any Supplier is granted to or conferred upon you.

## **Changes to these TOS**

GFD may change these TOS, the Privacy Policy, or any of the policies or guidelines governing the Site or the Services, at any time and in its sole discretion (including, without limitation, as required by any Supplier), by posting the modified Agreement on the Site or in the Services. GFD will not be required to provide notice of any such modification directly to you. Such change will automatically be effective upon such notice and the posting of the new TOS, Privacy Policy, policies, or guidelines on the Site or in the Services. Any access or use of any Site or Services by you after such posting will indicate your assent to the new TOS. You agree to review the Agreement periodically so that you are aware of any modifications. You agree that the notice and modification provisions provided in the Agreement are reasonable. You may not modify the terms of the Agreement or any of the policies or guidelines governing the Site or the Services without GFD's express prior written consent.

## **Governing Law**

The validity, construction, interpretation, and performance of the TOS shall be governed by and construed in accordance with the domestic laws of the State of New York. You and GFD hereto hereby submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, New York County, New York for the purpose of any suit or action arising out of or relating to the Site, the Services, or the Agreement brought by any party.

## **Entire Agreement**

The Agreement (including the Privacy Policy), as modified from time to time, constitutes the entire agreement between you and GFD with respect to the subject matter hereof. The Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof.

## **Relationship**

Nothing in the Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between you and GFD. Neither party is authorized to act as agent or bind the other party except as expressly stated in the Agreement.

## **Assignment**

The Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. GFD may assign the Agreement in whole or in part at any time without your consent. You may not assign the Agreement or delegate any of your obligations hereunder without GFD's prior written consent. Any purported assignment of the Agreement in violation of its terms shall be void.

## **Severability**

If any portion of any provision of the Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of the Agreement shall remain in full force and effect.

## **Notices**

Any notice to GFD that is required or permitted by the Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to This email address is being protected from spambots. You need JavaScript enabled to view it.

```
document.getElementById('cloakc73a7fc820bfd9d4e2387f4bd43a428a').innerHTML = "; var  
prefix = 'ma' + 'il' + 'to'; var path = 'hr' + 'ef' + '='; var addyc73a7fc820bfd9d4e2387f4bd43a428a  
= 'licensing' + '@'; addyc73a7fc820bfd9d4e2387f4bd43a428a =  
addyc73a7fc820bfd9d4e2387f4bd43a428a + 'globalfinancialdata' + '.' + 'com'; var
```

---

addy\_textc73a7fc820bfd9d4e2387f4bd43a428a = 'licensing' + '@' + 'globalfinancialdata' + '.' + 'com';document.getElementById('cloakc73a7fc820bfd9d4e2387f4bd43a428a').innerHTML += "["+addy\\_textc73a7fc820bfd9d4e2387f4bd43a428a+""; or when delivered in person or two \(2\) business days after mailed by first class, registered or certified mail, postage prepaid, to:](#)

Global Financial Data, Incorporated  
Attn: Legal Department  
29122 Rancho Viejo Road, Ste. 215,  
San Juan Capistrano, California 92675.

### **No Waiver**

Failure of either party to enforce any of its rights under the Agreement will not act as a waiver of such rights.

## **ICE DATA TERMS AND CONDITIONS**

### **Restriction of Indices**

You may not use the Services for the purpose of constructing indexes that are: (i) used for the purpose of creating financial products (including but not limited to any exchange-traded fund or other passive index-tracking fund, or any other financial instrument whose objective or return is linked in any way to any index); or (ii) used as a performance benchmark.

### **Charts and Graphs**

You may not use the Services to create digitized and/or static, animated and/or interactive, charts and/or graphs so long as such charts and graphs do not display enough numerical values that would allow a third-party to reverse engineer or extrapolate the underlying data of said chart and/or graph which could: (i) result in the displacement of an existing subscription of, or the loss of a potential subscription by, GFD and/or ICE Data Services or any sources of part of the Data.

ICE DATA SERVICES AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR ANY OTHER MATTER AND SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY ERRORS, OMISSIONS, OR MALFUNCTIONS IN THE SERVICE.

You acknowledge the Services and data are intended for use by institutional investors, registered brokers, professionals, and others of similar sophistication and experience.

You accept responsibility for, and acknowledge you exercise your own independent judgement in its selection of any of the Services, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable securities law.

You shall indemnify ICE Data Services and its suppliers against and hold ICE Data Services harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against ICE Data Services or its suppliers by a third party arising out of or related to any services received by Customer, or any data, information, service, report, analysis or publication derived therefrom. Neither Ice Data Services nor its supplier's hall be liable for any claim or demand against Customer by a third party.

ICE Data Services and its third-party suppliers shall constitute third party beneficiaries hereunder.