ICE REPORT CENTER TERMS AND CONDITIONS

1. Acceptance

The ICE Report Center website (the “Report Center”) is owned and operated by ICE Data Services, a subsidiary of Intercontinental Exchange, Inc., a Delaware corporation. In these terms and conditions (hereinafter “Terms and Conditions”), "ICE" refers to Intercontinental Exchange, Inc., and any of its respective current or future affiliates including, but not limited to, ICE Data Services.

ICE has established general website Terms of Use and a Privacy Policy, which are incorporated by reference herein. By accepting these Terms and Conditions, you are also signifying your acknowledgement and agreement to our Terms of Use and a Privacy Policy. To the extent any terms in the Terms of Use or Privacy Policy conflict with these Terms and Conditions, these Terms and Conditions shall control.

By accessing the Report Center and clicking the “I ACCEPT” button below, you as an individual Report Center user, affirmatively agree to be bound by these Terms and Conditions.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

2. No Warranty on Report Center or Content

The term “Content” refers to all information and materials contained in, posted to, or accessed through, the Report Center without regard to its source – including, without limit, text, images, graphics, documents, software, source code, object code, website links, messages or other items related thereto.

THE REPORT CENTER AND ALL CONTENT CONTAINED IN, POSTED TO, OR ACCESSED THROUGH THE REPORT CENTER IS PROVIDED "AS IS" AND "AS AVAILABLE." ICE DOES NOT WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS, CONTINUATION OR NON-INTERRUPTION OF THE REPORT CENTER OR ANY CONTENT, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE SAME. NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, USAGE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, INCLUDING THE VALIDITY, ACCURACY OR AUTHENTICITY OF ANY CONTENT IS MADE OR GIVEN IN CONJUNCTION WITH THE REPORT CENTER OR ANY CONTENT. YOU SHOULD NOT RELY ON ANY CONTENT CONTAINED IN, POSTED TO, OR ACCESSED THROUGH THE REPORT CENTER, WITHOUT FIRST INDEPENDENTLY CONFIRMING ITS VALIDITY, ACCURACY AND AUTHENTICITY. THE REPORT CENTER AND CONTENT (OR ANY PORTION THEREOF) IS SUBJECT TO CHANGE WITHOUT NOTICE.
All prices listed on the Report Center are unofficial prices. ICE Clear Europe General Clearing Members should use data provided by ICE Clear Europe for final Settlement prices.

3. **ICE Content / Intellectual Property Rights / Ownership / Confidentiality**

“ICE Content” refers to all Content prepared, developed, discovered, acquired or owned by ICE or its Affiliates.

The term “Intellectual Property Rights” refers to property rights, database rights, rights in copyright, domain names, trademarks / service marks and all goodwill associated therewith and symbolized thereby, patents, inventions, discoveries, concepts, improvements, know-how, trade secrets, and design rights, in each case whether registered or unregistered and including all applications and rights to apply for registration, and all similar or equivalent rights.

The Report Center and all ICE Content contained in, posted to, or accessed through the Report Center, no matter the form provided, including without limitation, written, electronic or orally conveyed information, together with all documentation, technical ideas, concepts, know-how, inventions, discoveries, improvements, and techniques related thereto, and all goodwill and Intellectual Property Rights associated therewith, contain confidential information of ICE whether or not marked as confidential (“ICE Confidential Information”), and shall remain the exclusive property of ICE; and no rights or interest in the same shall be acquired by you.

You expressly agree to maintain all trademark and copyright notices that exist in or on any ICE Content to indicate ICE’s ownership of such Content. You agree not to, directly or indirectly, do or cause to be done any act which may in any way jeopardize or adversely affect the validity or enforceability of, or otherwise infringe or misappropriate, any rights, titles and interests of ICE in and to the ICE Content or any Intellectual Property in respect thereof. You further agree not to oppose or contest any application by ICE and/or any of its Affiliates directed to any rights subsisting in the ICE Content in the United States or elsewhere, or any application for extension of such rights.

You shall not, nor permit, facilitate or encourage others to, use, disclose, sell, copy, display, assign, transfer, sublicense, lease, furnish, lend, republish, transmit, distribute, alter, modify, adapt, translate, disassemble, decompile, prepare derivative works or reverse engineer, in any way, all, or any portion of, the Report Center, any ICE Content and/or any ICE Confidential Information without the express written consent of ICE.

4. **Use Restrictions on ICE Content**

Any restrictions to ICE Content are subject to provisions as prescribed by applicable law or relevant regulatory requirements. To receive ICE Content, you acknowledge and agree that you shall not disclose, transmit, distribute or disseminate, either directly or indirectly through any third parties, any ICE Confidential Information or any portion of the ICE Content, including but not limited to any market data or information contained herein, to any person or entity without the express written consent of ICE Data Services. Furthermore, you acknowledge and agree that:
• You may not develop or create any product that uses, is based on, or is developed in connection with any of the information (including, without limitation, proprietary data and indices) available on this website without prior approval from ICE Data Services.
• ICE Data Services market data is being made available to you only for your own business or personal activities.
• You cannot communicate the data, website pages and/or the contents thereon to any third party, in any form, to any other person, or entity without the express written consent of ICE Data Services.
• All ICE Content contained in, posted to, or accessed through the Report Center, including but not limited to all market data and information contained herein, constitutes ICE Confidential Information proprietary to ICE, and you shall maintain the confidentiality of all ICE Confidential Information.
• The ICE Content and all market data and information contained herein are the product of the selection, coordination, arrangement and editing of ICE, its Affiliates and/or contractors, and such efforts involve the considerable expenditure of time, effort, creativity, money and judgment.

5. Miscellaneous Terms

These Terms and Conditions (including the Terms of Use and Privacy Policy incorporated by reference) constitute the entire agreement between you, the individual user, and ICE with respect to the subject matter addressed herein, and governs your use of the Report Center and its contents, superseding any prior agreements that may exist between you and ICE relating to the Report Center.

6. Acknowledgement

Your viewing, registration, accessing or use of the Report Center shall constitute acknowledgment and acceptance of these Terms and Conditions and all of the Terms and Conditions contained herein.