

TERMS OF USE FOR THE MIFID II WEBSITE (“Website”)

This Website and the MIFID Access Service are owned, operated and provided by BGC Technology Support Services Limited whose registered office is situated at 5 Churchill Place, London E14 5RD and is established under the laws of England & Wales, with registered number 06977673 (“We”, “Us”, or “Our”). These Terms of Use (“Terms”) apply to MIFID Access Service only.

You should read these Terms carefully before using the Website and accessing Our Delayed Access Service. By pressing the ‘acceptance button’, Your electronic signature will be legally binding upon You and the organisation for whom you act, You will be deemed to have signed these Terms with the same effect as if You had signed them manually. If You do not agree to be bound by these Terms, You must not use, or should discontinue use of, the Website and/or Our MIFID Access Service immediately.

“You” “Your” shall mean: a natural person who has registered their details to use Our MIFID Access Service and where the context requires any organisation for whom such person acts.

You represent and warrant that you are duly authorised by all necessary action to: (i) execute these Terms on behalf of the organisation for whom you act; and (ii) bind such organisation to these Terms, as applicable.

1. USE OF THE WEBSITE AND THE MIFID ACCESS SERVICES

- 1.1. Subject to these Terms We will allow You access to and use of the Website and the MIFID Access Service.
- 1.2. You are expressly prohibited from using the Website, MIFID Access Service or any Data (as defined below) supplied therein, to obtain or receive, any commercial benefit (whether direct or indirect) for You, Your organisation or any other persons (individuals or entities) (the ‘**Restricted Purpose**’). Such Restricted Purpose shall include, but shall not be limited to, the reproduction, transmission, publishing, displaying, distribution, exploitation or creation of derivative works or otherwise from Our MIFID Access Service and/or any Data therein.
- 1.3. If in Our reasonable opinion You intend to use or You are using the MIFID Access Service or any Data supplied therein for a Restricted Purpose, Your access to the MIFID Access Service may be suspended.
- 1.4. This Website and all data and information provided or accessible through Our MIFID Access Service is provided for Your information purposes only and does not in any way constitute advice, a recommendation or opinion and should not be considered as a solicitation or an offer to purchase or sell investments or related financial instruments products or to provide financial services of any kind. You should make Your investment decisions based upon Your own financial objectives and financial resources and, if in doubt, should seek advice from an appropriate adviser.

2. USERS OBLIGATIONS

- 2.1. You agree not to (and You agree not to permit, assist or facilitate any third party, including any organisation for whom you act, to):
 - a) obtain any data, information or content from the MIFID Access Service (the ‘**Data**’) on a systematic or continuous basis or through the use of automated or programmatic means;

- b) modify, copy, alter, translate, disassemble, reproduce, distribute or change in any way any software or intellectual property subsisting within the Website or MIFID Access Service;
- c) reproduce, transmit, publish, display, distribute, exploit or create derivative works of the MIFID Access Service or any Data therein in return for a commercial benefit;
- d) use the MIFID Access Service for the benefit of any third party except as expressly permitted by Us;
- e) share Your registration details with any third party;
- f) use the Website and/or MIFID Access Service other than as authorised and permitted by Us;
- g) upload or transmit through the Website any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer for example by deep linking or any form of denial of service attack or permit the aforesaid action;
- h) use the Website or the MIFID Access Service in any manner that could damage, interfere with, disable, overburden, or impair any servers used to provide it, or the network(s) connected to any such servers, or interfere with any other person's use of the Website;
- i) create or publish a hypertext link to any part of the Website or attempt any unauthorised access to any part of the Website;
- j) impair the branding or remove any proprietary notices, disclaimers, labels or marks from the Website and/or the MIFID Access Service;
- k) sublicense, assign, delegate or otherwise transfer any part of the MIFID Access Service (in whole or in part) or any related rights or obligations for any reason;
- l) reverse engineer, disassemble, de-compile or use any other means to attempt to discover or to discover the object or source code of the Website and/or the MIFID Access Service; or
- m) remove, modify, exchange, disable, penetrate, bypass or otherwise defeat any security procedures therein.

3. AUTHORISED USERS

- 3.1. Registration of Your account is solely in Your name and You cannot share Your username and/or password with other persons, including any person within the same organisation. All users within an organisation will need to register separately with Us in order to receive access to the Website and/or the MIFID Access Service.
- 3.2. We may at any time suspend and/or terminate Your account in connection with the use of the Website and/or the MIFID Access Service, where We consider You are in breach of any provision of these Terms.
- 3.3. You agree that:
 - a) You will take all necessary actions to preserve the confidentiality of Your registration details including but not restricted to Your user name and/or password;
 - b) You are responsible for ensuring that all information You provided as part of Your registration details is complete and correct;
 - c) You are responsible for all acts and omissions that occur under Your registration to the Website; and
 - d) You shall notify Us immediately in writing in the event that You learn that:
 - i. Your registration details have been lost, stolen, or improperly disclosed to a third party;
 - ii. the confidentiality of Your registration details has been compromised in any way;
 - iii. You learn about a possible or actual unauthorised access to and/or use of the MIFID Access Service or the Website.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. You acknowledge and agree that:

- a) all Intellectual Property rights in the Website, the MIFID Access Service, Data or any other software, software tools or content supplied as part of the Website or MIFID Access Service whether supplied by Us or on Our behalf by any means whatsoever, together with any advertising material or other material including without limitation the text, graphics, animations, photographs, pictures, sounds, images, audio, and video clips connected to the Website or the MIFID Access Service constitute the unique and confidential, exclusive and valuable property of Us, Our Affiliates and/or licensors and shall remain at all times vested in Us, Our Affiliates or licensors; and
- b) other than the right to access, download and/or view the Website and the MIFID Access Service in accordance with these Terms, You acquire no ownership, title, right or interest of any kind in or to the Website, the MIFID Access Service (or any portion thereof) or Data, or any intellectual property rights arising or subsisting therein.

5. FEES

5.1. Subject to Your adherence to these Terms, Your access to and use of the MIFID Access Service is free of charge. We will provide 90 (ninety) days prior written notice to You in the event that access to the MIFID Access Service were to become chargeable.

6. MONITORING

6.1. We may, from time to time upon request ask You to provide a certification that You are, to the best of your knowledge in compliance with these Terms.

6.2. We may at our sole cost and upon notice to You, during normal business hours, request access, and obtain access to Your systems, records and other information as may be necessary for the purpose of auditing the records and practices related to Your use of the Website and/or the MIFID Access Service.

6.3. When You access or use the Website or MIFID Access Service We may also collect usage information through cookies, clear gifs, log files, and other tracking technologies, and we may use third party analytics to assist with this collection. The type of cookies and other tracking technologies used are summarised below:

Type	Detail	Status
Strictly Necessary Cookies	are necessary for the Website to function and cannot be switched off in our systems. You can set your browser to block or alert you about these cookies, but some parts of the Website will not then work if manually disabled. These cookies do not store any personally identifiable information.	Always Active
Performance Cookies	provide overall visit counts and traffic sources in order to measure and improve the performance of the Website or MIFID Access Service. They help provide information on your browser and usage patterns. All information these cookies collect is aggregated and therefore anonymous. If performance cookies are disabled these usage analytics will not be measured and will not be able to accurately monitor website performance.	Can be disabled.

Third Party Cookies	may be set through our site by our technical partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.	Can be disabled.
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7. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

7.1. THE WEBSITE, THE MIFID ACCESS SERVICE AND/OR DATA ARE PROVIDED “AS IS” AND “AS AVAILABLE”. WE MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, COVENANTS, CONDITIONS OR GUARANTEES RELATING THERETO AND IN RELATION TO ANY CONTENT THEREIN INCLUDING ANY AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE QUALITY, ACCURACY, TITLE, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE, ANY WARRANTIES OR REPRESENTATIONS THAT THE WEBSITE AND/OR MIFID ACCESS SERVICE AND CONTENT OR ACCESS TO ANY PORTION OF IT WILL BE (I) UNINTERRUPTED OR ERROR-FREE, OR (II) THAT DEFECTS IN THE WEBSITE OR MIFID ACCESS SERVICE OR ITS CONTENT WILL BE CORRECTABLE OR CORRECTED, OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAWS, WE SHALL NOT HAVE ANY DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY CONTENT.

7.2. We and Our Affiliates will not be liable to You because of a failure, delay, suspension or withdrawal of all or part of the Website and/or the MIFID Access Service, including but not limited to, circumstances beyond Our reasonable control, acts of God, pandemic, acts of civil or military authorities, strikes or other labour disputes, fires, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third party hardware or software supplier or a third party communications provider, power outages and governmental restrictions or where We undertake maintenance of the Website.

7.3. Save where arising from Our or Our Representatives or Affiliates, negligence, wilful misconduct or fraud, You agree, at Your own expense, to indemnify, defend and hold harmless Us and Our Affiliates, and Our or their respective partners, members, directors, officers, employees, licensors, suppliers and agents (“Representatives”), against any claim, suit, action or other proceeding against Us, or Our Representatives or Affiliates, to the extent that such claim, suit, action or other proceeding, liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expense (including reasonable legal fees) arises out of or relates to Your use (or someone using any password You may obtain) of the Website, or the MIFID Access Service in breach of these Terms.

7.4. We, Our Affiliates and our Representatives shall not be liable to You, Your Affiliates or any organisation with whom You are associated with or persons You work on behalf of or to any other relevant third party, whether in contract or tort (including negligence or breach of statutory duty), for any special, exemplary, punitive, incidental, indirect or consequential loss or damages arising under or in connection with these Terms or Your use of the Website, the MIFID Access Service or Data, regardless of the form of action and whether or not such

damages or losses were foreseen, foreseeable, known or We have been advised of or might have anticipated the possibility of such losses arising including:

- a) loss of actual or anticipated profits,
- b) loss of sales or business,
- c) loss of agreements or contracts,
- d) loss of anticipated savings,
- e) loss of damage to good will, or
- f) loss of use or corruption of software, data or information,

7.5. We, Our Affiliates and our Representatives total liability to You, Your Affiliates or any organisation with whom You are associated with or person You work on behalf of or to any other relevant third party, for any damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence or breach of statutory duty) or any claim of whatsoever nature or howsoever arising, including but not limited to, in connection with these Terms or access to or usage of the Website, the MIFID Access Service or Data, shall in no event exceed GBP£5,000.

7.6. We may provide links to certain websites sponsored and maintained by Us or those sponsored or maintained by third parties. Such third party websites are publicly available and We are providing access to such websites through the Website solely as a convenience to You. We make no representations or warranties concerning the content of such websites or access thereto. You understand and agree that You will use or rely on such websites solely at Your own risk.

7.7. The terms in this clause 7 shall survive the termination of Your use of the Website and/or the MIFID Access Service.

8. TERM

8.1. These Terms shall commence upon Your first access to the Website and/or the MIFID Access Service and shall remain in full force and effect until access to the Website and/or the MIFID Access Service ceases or is terminated. Upon termination You shall immediately cease all usage of the Website and/or the MIFID Access Service. For the avoidance of doubt, We will revoke Your registration credentials upon termination and You will no longer be able to access the Website and/or the MIFID Access Service.

8.2. The termination of these Terms shall be without prejudice to and shall not affect any rights or liabilities which accrued prior to such termination.

9. PERSONAL DATA

9.1. We shall comply with Our obligations under Applicable Data Regulations in relation to any personal data You may provide us in connection with Your access to the Website and/or the MIFID Access Service.

9.2. Please see the Privacy Notice on the BGC Group Website for further details.

10. JURISDICTION

10.1. These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of England.

10.2. The courts of England shall have exclusive jurisdiction to settle any claim or disputes which arise out of, under, or in connection with, these Terms (including a dispute regarding the

existence, validity or termination of the Terms) or in relation to any non-contractual obligations arising out of or in connection with them.

10.3. We shall not be prevented from taking such steps as we may deem necessary to enforce our rights under these Terms or otherwise (including injunctive relief) whether in England or any other jurisdiction.

11. MISCELLANEOUS

11.1. Any failure by Us at any time to enforce performance by You of any provision of the Terms shall in no way affect Our rights thereafter to enforce the same, nor shall the waiver by Us of any breach of any provision hereof be deemed to be a continuing waiver thereof or a waiver by Us of any other breach or any other provision hereof.

11.2. Any and all headings in the text of the Terms are solely for convenience or reference and do not constitute a part of the Terms, nor do they affect the meaning, construction or effect of the Terms.

11.3. Any time We are authorised or entitled to take any action, refrain from taking any action or make any determination, We may do so at Our sole discretion, exercised in good faith.

11.4. As used in the Terms, the words “include(s)” and “including” mean, “including without limitation”.

11.5. Any representation, obligation or covenant made by You is continuous.

11.6. The Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

11.7. The Terms shall be binding upon You, any organisation You work for or persons on whose behalf You act.

11.8. A person (other than Our Affiliates), who is not a party to the Terms between You and Us, shall have no rights to enforce any of its terms.

11.9. You may not assign these Terms or Your access to the Website and/or the MIFID Access Service in whole or in part without Our prior written consent.

11.10. If any provision of the Terms is declared or found to be invalid, illegal, unenforceable or void, then:

a) the parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable or void, and the Terms shall be deemed amended by modifying such provision to the extent necessary to make it valid, legal and enforceable while preserving its intent or, if that is not possible, by substituting it with another provision that is valid, legal and enforceable and achieves the same objective, and

b) the remaining provisions hereof shall be unimpaired and remain in full force and effect.

11.11. All legal or contractual notices given by You to Us under these Terms should be addressed for the attention of the office of the General Counsel by email to londonlegal-commercial@bgcg.com.

12. DEFINITIONS:

‘Affiliates’ shall mean: (a) in respect of Us, BGC Group, Inc. and Subsidiaries of BGC Group, Inc.; and (b) any other party to this agreement, any company, person, partnership or entity controlled by or controlling or in common control with that party. A person, company, partnership or entity shall be deemed to control another person, company, partnership or entity if the former person, company, partnership or entity possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the other person, company, partnership or entity whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise.

‘Applicable Data Regulation’ shall mean UK Data Protection Act 2018 and the UK General Data Protection Regulation as defined in the Act (“UK GDPR”) The terms “processing”, “personal data”, “controller”, “processor” and “sub-processor” bear the meanings set out in the UK GDPR.

‘MIFID Access Service’: shall mean access to data and information as required by MIFID II through Our Website which is provided in either a view only or comma separated value (csv) file format which that can be downloaded and viewed via the Website.

‘MIFID’: means The Markets in Financial Instruments Directive (2014/65/EU) and the Markets in Financial Instruments Regulation (MiFIR - 600/2014/EU).

‘Subsidiaries’ means, as of the relevant date of determination, with respect to any person, any other person of which 50% or more of the voting power of the outstanding voting equity securities (which, for the avoidance of doubt, shall include a general partner interest) or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such person.