



SIX Financial Information

**Agreement and User Declaration regarding access to financial
information by Non-professional and Professional Users**

Zurich, 01.08.2018



This Agreement requests you to comply with the terms and conditions herein and to declare your User status to be either a Non-professional or a Professional. The User status is required in order to receive certain financial information from Data Suppliers.

This section contains the terms (these "Terms") of an agreement with SIX Financial Information Ltd (whose principal place of business is at Hardturmstrasse 201, 8005 Zurich, Switzerland) ("SIX Financial Information").

Financial Information Services and Usage Inspection:

The User i.e., the person accepting, by clicking on the box set forth below, the Terms, including the declaration regarding the User's Non-professional or Professional status as set forth below ("Terms") wishes to receive the following from various exchanges, data contributors, news sources and other data suppliers ("Data Suppliers"), via Online Banking of Credit Suisse (Switzerland) Ltd., Credit Suisse AG or NEUE AARGAUER BANK AG, aggregated by and from SIX Financial Information and its affiliates: national and international financial information, such as market data, securities data, quotes, administrative information (in particular, reference data, event data, valuation and historical prices) and economic reports (together, "financial information").

The User acknowledges and accepts that their access to the financial information is conditional upon the validity of the entire Declaration, that any or all access to the financial information may be withdrawn without notice if their Non-professional or Professional status proves to be invalid. Financial information provided may vary according to the commercial policies of each Data Supplier in respect of Non-professional or Professional Users.

Utilisation of Financial Information:

The User undertakes to access the financial information only within the limits described in the Declaration. Nothing in these Terms confers on the User the right to grant third parties the right to distribute, make available, process or publish the financial information.

The User recognises that the utilisation, application and interpretation of financial information transmitted to the User require both knowledge and the ability to evaluate such financial information. SIX Financial Information shall not be responsible for any recommendations or forecasts made, opinions expressed, actions performed, or measures taken in or on the strength of such financial information. In connection with the financial information, SIX Financial Information does not provide any legal, compliance, financial, investment or other advice.

Authorised access to the financial information is enabled by SIX Financial Information. The User shall limit access to the financial information exclusively to the User. The User shall keep the username, password and SecureID token (for this app), which are issued by Credit Suisse, secure and shall not disclose/provide any of them to third parties. If the username, password or SecureID token is lost or stolen, or there is a possibility of them being misused in any way as regards access to this app, the User undertakes to promptly notify Credit Suisse (who will subsequently notify SIX Financial Information).

Modifications to Financial Information Services/Content:



SIX Financial Information and its Data Suppliers shall be entitled, at any time and at their discretion, to modify the transmission and delivery times, as well as the transmission speeds, the protocols of financial information rendered, the format and the contents, of the financial information supplied.

SIX Financial Information does not provide any guarantee regarding the availability of the financial information. SIX Financial Information expressly reserves its right to temporarily discontinue the availability of the financial information, completely or partly, due to technical difficulties or security.

SIX Financial Information shall further be entitled to suspend or discontinue the access to the financial information with immediate effect if the User infringes any of these Terms; this may include cases where the User makes use of the financial information contrary to these Terms.

User's Hardware or Software:

SIX Financial Information does not provide any hardware or software to the User to access the financial information. The User shall ensure that their infrastructure for using the app does not lead to any disruption or interference with the systems or telecommunications facilities of SIX Financial Information.

Exclusion of Liability:

SIX Financial Information, and its affiliates and Data Suppliers, accept no liability for the accuracy, completeness, or appropriateness of the financial information and shall have no responsibility for any kind of damage or loss (including indirect or consequential damage, such as loss of profit, unrealised savings or additional expenditures) caused to the User with regard to the financial information. Any warranties of fitness for a particular purpose or use, or similar obligation, are expressly disclaimed/excluded.

The transmission of the financial information may be affected by way of public, unprotected facilities of common carriers, or other public unprotected telecommunications facilities (e.g. satellites or Internet) operated by third parties. SIX Financial Information, and its affiliates and Data Suppliers, shall not be held liable for any loss and damage caused to the User as a result of communication errors, technical deficiencies, electrical interruptions, delays, disturbances, or illegitimate interference with telecommunications facilities.

The User will hold SIX Financial Information, and its affiliates and Data Suppliers, harmless in respect of any claims or damages arising from or relating to the User's access to or use of the financial information.

Intellectual Property Rights:

The User acknowledges that the following rights are the property of SIX Financial Information, and/or its affiliates and/or Data Suppliers, and the User agrees to not exploit, utilise or otherwise misuse such rights and that this obligation shall survive any termination of the services provided under these Terms: any and all intellectual property rights, of any nature, anywhere in the world, whether registered or otherwise, that may subsist in the financial information, including copyright, rights in databases, patents, trademarks, design rights and domain names, trade or business names, goodwill, moral rights, know-how and any other intellectual property rights of such persons which apply to the financial information, hardware, software, applications, displays, documents, logos or user interface.

Confidentiality:



Except to the extent required by law and regulation or legal process or as otherwise provided herein, the User shall keep any non-public information obtained under or in connection with the access to financial information is confidential.

Termination, Amendment and Enforceability:

Any breach of these Terms by the User will entitle SIX Financial Information to terminate the provision of services under these Terms in whole or in part at any time and with immediate effect.

The User acknowledges that, where SIX Financial Information provides all or part of the financial information on the basis of a legal relationship existing between itself and third parties, and if such legal relationship is terminated for any reason, SIX Financial Information will be entitled to terminate the provision of services under these Terms; SIX Financial Information will also have an equivalent right of termination if it is no longer allowed any other concessions or rights by third parties which it considers necessary or desirable in relation to its provision of services under these Terms.

In case of amendments (including additions) to these Terms being sought by SIX Financial Information, the User will be presented with the amended version of these Terms (e.g. via this app) and will be asked to accept such version. The User acknowledges and agrees that the subsequent provision of the financial information will be conditional upon their acceptance of such amended versions of these Terms.

In the event of any one or more provisions of these Terms becoming invalid, the overall validity of these Terms will not be affected.

Governing Law and Jurisdiction:

These Terms are governed by **Swiss law** and the exclusive place of jurisdiction for all proceedings arising out of or in connection with these Terms is **Zurich, Switzerland**. Concerning disputes and proceedings with a certain Data Supplier arising out or in connection with the delivery of financial information provided by this Data Supplier, **the law and jurisdiction as agreed in the related agreement** between SIX Financial Information or its affiliates and such Data Supplier shall be applicable

ACCEPTED AND AGREED: I, the User, acknowledge by "clicking" on the following box that I have read the preceding terms and conditions, that I understand and comply with them: