

# Terms and Conditions

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Financial Data Exchange, LLC (collectively “**FDX**”, “**we**” or “**us**”) is the owner and operator of this website.

The following terms and conditions together with the FDX Privacy Policy located on the Website (the “**Privacy Policy**”), **incorporated here by reference** and all applicable laws (the “**Terms**” or “**Terms of Use**”) govern your access to and use of financialdataexchange.org, including any content and functionality offered on or through financialdataexchange.org (the “**Website**”).

## Acceptance of the Terms of Use

Please read the Terms of Use carefully before you start to use the Website. **BY BROWSING AND USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.** If you continue to use and browse and use the Website you are agreeing to comply with and be legally bound to the Terms. In the event that you do not agree to the Terms you should not continue to use and browse the Website.

## Changes to the Terms of Use

FDX may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

## Accessing the Website

By using the Website, you represent and warrant that you are of legal age to form a binding contract with FDX. If you are not, you should not continue to use and browse the Website.

FDX reserves the right to withdraw or amend the Website, and any service or material provided on the Website, in FDX’s sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, FDX may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

To access some of the resources of the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to the Website or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

### **Intellectual Property Rights**

The Website and its entire contents (other than the content contained in links to third party sources; See Below – “Links from the Website”), features and functionality (including but not limited to all information, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by FDX, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You shall not copy, reproduce, republish, download, post, modify, or otherwise disseminate material from the Website, including but not limited to: images, videos, or content, in any manner except for personal and non-commercial use without our express written consent. You shall only make exact copies of the documentation and you shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the original.

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### **Copyrights and Trademarks**

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### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. Additionally, you agree not to:

- Use the Website in any way that violates any applicable federal, state, local or international law or regulation.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm FDX or users of the Website or expose them to liability.

### **Website Operations and Maintenance**

While FDX strives to operate the Website 24 hours a day, 7 days a week, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From

time to time, FDX may restrict access to some parts of the Website, or the entire Website to users.

### **Reliance on Information Posted**

FDX shall endeavor to maintain accurate and up-to-date information on the Website. However, the information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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### **Information About You and Your Visits to the Website**

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You represent and warrant that all data provided by you is accurate and yours to provide.

### **Linking to the Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the homepage.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Waiver of Class Action Rights and/or Claims**

YOU AGREE THAT TO THE EXTENT YOU HAVE OR BELIEVE THAT YOU HAVE ANY CLAIMS AGAINST US RELATING TO YOUR USE OR OUR PROVISION OF THE WEBSITE, YOU WILL BRING THOSE CLAIMS IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND FDX AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE CLASS PROCEEDING.

### **Hold Harmless**

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless FDX and all associated entities, officers, directors, members, employees, agents, subsidiaries, successors, assigns and sub-contractors as their interests may appear together with their partners successors and assigns, from and against any and all losses, claims, suits, damages, penalties, fines, judgment, liabilities (including without limitation, death, personal injuries, expenses, attorney fees and costs incurred) in connection with your use of the Website or the services conveyed by FDX that is inconsistent with these Terms or our Privacy Policy.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM LIABILITY, AND YOU AGREE THAT WE ARE NOT LIABLE, FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING OUT OF YOUR USE OF THE WEBSITE OR ANY APP OR WEBSITE WITH WHICH IT IS LINKED, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US, OUR LICENSORS, EMPLOYEES OR AGENTS TO YOU, OR ANY OTHER PARTY EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100). YOUR CLAIM FOR SUCH DAMAGES IS OUR SOLE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN THE EVENT OF THE BREACH BY US OF THESE TERMS. THE FOREGOING SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY YOU MIGHT HAVE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Time to File Claims**

You agree to bring any and all claims or actions relating to the use of the Website within one (1) year after such alleged cause of action arose. If there is an outstanding claim from more than one (1) year of such action then you agree that the statute of limitations would be exceeded and the claim will be barred.

### **Governing Law and Venue**

The Website, any information provided from it and these Terms are given and made in the State of Delaware. These Terms are subject to the laws of the United States and Delaware law, without regard to its choice of law provisions, and suit, if any, must be brought exclusively within the courts of the State of Delaware. You agree to submit to the jurisdiction of the courts located in

the State of Delaware. You waive the right to trial by jury in any action that may be brought hereunder.

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Financial Data Exchange, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Your Comments and Concerns**

The Website is operated by Financial Data Exchange, LLC, c/o FS-ISAC, 12020 Sunrise Valley Drive Suite 230, Reston, VA 20191, Attention: General Counsel

All notices of copyright infringement claims should go to [admin@financialdataexchange.org](mailto:admin@financialdataexchange.org).

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [admin@financialdataexchange.org](mailto:admin@financialdataexchange.org).

Thank you for visiting the Website.