

## Terms of Use

Last Modified: February 12, 2021

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You (“**You**,” or “**Recipient**”) and Intercontinental Exchange Holdings, Inc. (“**ICE**,” “**Company**,” “**we**,” or “**us**” and together with You, the “**Parties**”, and each, a “**Party**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**,” or the “**Agreement**”), govern Your access to and use of this site, including any content, functionality, and services offered on or through the site (the “**Website**”).

Please read the Terms of Use carefully before You start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to You, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [HTTP://www.theice.com/privacy](http://www.theice.com/privacy), incorporated herein by reference.** You further acknowledge and agree that you are an authorized signatory of your organization capable of entering into and binding your organization to this Agreement. If You do not want to agree to these Terms of Use or the Privacy Policy, You must not access or use the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page each time You access this Website so You are aware of any changes, as they are binding on You.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our 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, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for You to have access to the Website.
- Ensuring that all persons who access the Website through Your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, 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 register with this Website or otherwise, including, but not limited to,

through the use of any interactive features on the Website, is governed by our *Privacy Policy* [HTTP://www.theice.com/privacy](http://www.theice.com/privacy), and You consent to all actions we take with respect to Your information consistent with our Privacy Policy. Further, if You are a resident of the European Economic Area (“EEA”) or any other jurisdiction subject to the European Union’s General Data Privacy Regulation (“GDPR”) You agree that any personal information You provide us in connection with Your use of the site is governed by our Additional Terms Relating To EU Subscribers found at [HTTP://www.theice.com/publicdocs/Additional\\_Terms\\_EU\\_Subscribers.pdf](http://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf).

If You choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

### **Confidentiality of Website Contents**

The Parties acknowledge that it may be necessary for ICE to provide to the Recipient certain information, including trade secret information and information considered to be confidential, valuable and proprietary by the ICE, and the Recipient desires to receive such information for the purpose of performing a due diligence review of ICE’s information security controls (the “**Purpose**”). Accordingly, each Party accepts and agrees to be bound by the following provisions of this Agreement.

For purposes of this Agreement, the following definitions and clarifications shall apply:

(a) “**Confidential Information**” shall mean any data or information, without regard to form, that is of value to ICE and/or its subsidiaries or affiliates and is not generally known to competitors of ICE. To the extent consistent with the foregoing, Confidential Information includes, but is not limited to, lists (whether in written form or otherwise) of any information about ICE’s executives, employees, and stockholders, research and marketing techniques, price lists, pricing policies, business methods, and contracts and contractual relations with ICE’s customers, consultants, stockholders, and suppliers. Confidential Information also includes any information described in this paragraph [1(b)] which ICE obtains from another party and which ICE treats as proprietary or designates as confidential information, whether or not owned or developed by ICE. “**Trade Secrets**” shall be included within the definition of “**Confidential Information**”. “**Trade Secret**” shall mean any information of ICE and/or its subsidiaries or affiliates, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a sample, a protocol, a drawing, a process, strategies, developmental and marketing strategies, financial data, financial plans, product plans, software programs (including the object and source

code thereto) or a list of actual or potential customers or suppliers, which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets also include any information described in this paragraph [1(a)] which ICE obtains from another party and which ICE treats as proprietary or designates as a trade secret, whether or not owned or developed by ICE.

(b) The terms “**Trade Secrets**” and “**Confidential Information**” shall not include any materials or information of the types specified in paragraphs [1(a)] and [1(b)] above to the extent that such materials or information: (i) through no act or failure to act by the Recipient, are or become publicly known or generally utilized by others engaged in the same business or activities in which ICE utilized, developed or otherwise acquired such information; or (ii) are lawfully known to the Recipient prior to ICE’s disclosure, not having been obtained from ICE, and are evidenced by the Recipient’s written records prepared prior to the effective date of this Agreement; or (iii) are lawfully received by the Recipient on a non-confidential basis from a third party having the right to disseminate such Confidential Information or Trade Secrets without restriction on disclosure by any legal, fiduciary, or contractual obligation.

(c) Failure to mark any of the Confidential Information or Trade Secrets as confidential shall not affect its status as a Trade Secret or Confidential Information under this Agreement.

(d) The Recipient shall not duplicate or copy any Trade Secrets or Confidential Information without the specific (on a case-by-case basis) consent of ICE.

(e) It is the intent of the parties that this Agreement protect the Trade Secrets and Confidential Information of ICE as well as the Trade Secrets and Confidential Information of ICE’s subsidiaries and affiliates.

2. The Recipient’s Obligations. The Recipient covenants and agrees that:

(a) The Recipient shall not, except as expressly authorized or directed by ICE, use, copy, or disclose, or permit any unauthorized person access to, any Confidential Information belonging to ICE or any third party.

(b) The Recipient shall not disclose any Confidential Information to any person or entity, except to the Recipient’s representatives who (i) strictly need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose of this Agreement; (ii) are informed in writing by the Recipient of the confidential nature of the Confidential Information and the existence and terms of this Agreement; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement (hereinafter, the “**Authorized Parties**”). The Recipient shall maintain a list of the Authorized Parties to whom Confidential Information has been disclosed (which list shall be provided to ICE upon request).

(c) The Recipient acknowledges that ICE is a publicly-traded company with its common stock trading on the New York Stock Exchange under the ticker symbol “ICE”. The Recipient further acknowledges that (i) it is aware that the United States securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and (ii) it is familiar with the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations promulgated thereunder to the extent they relate to the matters referred to in this Agreement. The Recipient will not use or permit any third party to use any Confidential Information of ICE in contravention of the United States securities laws including, without limitation, the Exchange Act or any rules and regulations promulgated thereunder.

(d) In the event that the Recipient is required by applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction to disclose any of the Confidential Information of ICE, the Recipient shall provide ICE with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that ICE may seek a protective order or other remedy, postpone disclosure for the maximum time period permitted under applicable law, and allow ICE the opportunity to seek a protective order or other appropriate remedy. The Recipient agrees to provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure and shall cooperate with ICE in any reasonable efforts to obtain such remedies, but this provision shall not be construed to require the Recipient to undertake litigation or other legal proceedings on behalf of ICE. If, after providing such notice and assistance as required herein, the Recipient remains subject to a legal order to disclose any of the Confidential Information, the Recipient shall disclose, and, if applicable, shall require the Authorized Parties or other persons to whom such legal order is directed to disclose, no more than that portion of the Confidential Information which, on the advice of the Recipient’s legal counsel, such legal order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

(e) Upon request of ICE and in any event upon the termination of the relationship between the Parties, expiration or termination of this Agreement, or conclusion of the Purpose, whichever occurs first, Recipient will deliver to ICE or destroy and certify in writing to ICE that such Confidential Information has been destroyed, at the Recipient’s option, all memoranda, notes, records, tapes, documentation, disks, manuals, files or other documents, and all copies thereof, concerning or containing Confidential Information that are in the Recipient’s possession or control, whether made or compiled by the Recipient or furnished to the Recipient by ICE. Each Party hereby agrees that it will not retain any copies, extracts or other reproductions in whole or in part of any received Confidential Information.

(f) The Recipient shall hold the Confidential Information in the strictest confidence, and take all appropriate measures to ensure that no unauthorized person shall have access to the Confidential Information and that all Authorized Parties having access refrain from making any unauthorized use or disclosure in violation of this Agreement. The Recipient shall comply with all applicable federal and state laws, rules and regulations protecting the

Confidential Information and privacy rights of ICE, its customers and vendors, including, without limitation, Title V of the federal Gramm-Leach-Bliley Act and the federal Economic Espionage Act (18 U.S.C. Section 1831 et seq.), to the extent applicable.

(g) The Recipient will not reverse engineer, disassemble, decompile or copy Confidential Information. The Recipient shall not, directly or indirectly (including in the conduct of its business) use, or permit to be used, the Confidential Information obtained from ICE to ICE's detriment, whether or not the Recipient benefits from such detrimental use. The Recipient shall not sell, sublicense, assign, pledge, encumber, or otherwise transfer or dispose of any Confidential Information or any of the rights or obligations granted or imposed on the Recipient hereunder.

(h) The Recipient acknowledges that all Confidential Information of ICE is the exclusive property of ICE, and that this Agreement does not grant a license or option to the Recipient under any patent or other intellectual property rights held by ICE. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, 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 must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except for the Purpose.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, documents, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, confidentiality, or other proprietary rights notices from copies of materials from this site.

If You wish to make any use of material on the Website other than that set out in this section, please address Your request to: [ICE-ThirdPartyDueDiligence@TheIce.com](mailto:ICE-ThirdPartyDueDiligence@TheIce.com).

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, Your right to use the Website will stop immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Website or any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

(i) The Recipient acknowledges that neither ICE nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information provided hereunder, and the Recipient agrees that none of such

persons shall have any liability to the Recipient or any of the Authorized Parties relating to or arising from the use of any Confidential Information by the Recipient or the Authorized Parties or for any errors therein or omissions therefrom.

(j) The Recipient shall comply with all applicable on-site access, remote access, and related security rules and procedures of ICE, to the extent applicable.

(k) The Recipient shall promptly notify ICE of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Recipient or the Authorized Parties of which the Recipient has knowledge, and shall fully cooperate with ICE in any effort undertaken by ICE to enforce its rights related to any such unauthorized disclosure.

(l) The Recipient shall be responsible for any breach of this Agreement caused by any of the Authorized Parties.

(m) The Recipient shall not, except as required by applicable federal, state, or local law or regulation, and shall not permit the Authorized Parties to disclose to any person:

(i) that the Confidential Information has been made available to the Recipient or the Authorized Parties, or that it has inspected any portion of the Confidential Information;

(ii) that discussions or negotiations may be or are underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or

(iii) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

3. The Recipient's Representations and Warranties. The Recipient represents and warrants that:

(a) it will comply, and will require the Authorized Parties to comply, with all applicable federal, state, and local laws and regulations, and any applicable data protection laws or regulations.

(b) the performance of its obligations herein does not and will not violate any other contract or obligation to which the Recipient is a party, including covenants not to compete and confidentiality agreements.

(c) it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Recipient's or the Authorized Parties' possession or control.

4. Additional Agreements. Each Party recognizes and agrees that:

(a) The covenants and agreements contained herein shall inure to the benefit of, and may be enforced by, the lawful successors and permitted assigns of each Party and shall

survive any termination of the relationship between the Parties, whether such termination is at the instance of either Party, and regardless of the reasons therefore.

(b) The injury that ICE will suffer in the event of Recipient's breach of any covenant or agreement contained herein cannot be compensated by monetary damages alone, and Recipient therefore agrees that ICE, in addition to and without limiting any other remedies or rights which it may have either under this Agreement or otherwise, shall be entitled to specific performance and injunctive relief enjoining any such breach, or other equitable relief, from any court of competent jurisdiction, without a requirement of posting bond as a condition thereof or the showing of actual monetary damages in connection with such claim.

(c) Without limitation on the provisions of the immediately preceding paragraph, or any other remedies and damages available to ICE under applicable law, in the event that Recipient is in breach or violation of this Agreement, and as a result ICE seeks enforcement of the terms and conditions hereof, Recipient agrees to pay or reimburse ICE for all reasonable costs and attorneys' fees so incurred by ICE.

(d) The covenants contained herein shall be construed as agreements independent of each other and of any other provision of any contract between the parties hereto, and the existence of any claim or cause of action by Recipient against ICE, whether predicated upon this or any other contract, shall not constitute a defense to the enforcement by ICE of said covenants.

### **Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

Additionally, You agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site 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 manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- 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.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend Your access to all or part of the Website for [any or no reason, including without limitation,] any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose Your identity or other information. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Reliance on Information Posted**

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.

This Website may include content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**



We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

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

All information we collect on this Website is subject to our Privacy Policy [HTTP://www.theice.com/privacy](http://www.theice.com/privacy). By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

### **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 this Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

### **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. TO THE FULLEST EXTENT PROVIDED BY LAW, 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.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

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

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

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

**Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Website, including, but not limited to, Your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or Your use of any information obtained from the Website.

**Governing Law, Jurisdiction and Venue**

This Agreement and the rights and liabilities of the parties to the Agreement will be determined in accordance with the substantive laws of the State of Georgia without giving effect to any laws, rules or provisions that would cause the applications of laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in the City of

Atlanta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Georgia law.

**Waiver of Jury Trial**

You hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right such You may have to a trial by jury in respect of any action directly or indirectly arising out, under or in connection with or relating to this Agreement.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Notice**

Unless otherwise provided, all notices and other communications required or permitted under this Agreement shall be in writing and shall be (i) emailed, (ii) mailed by United States first-class mail, postage prepaid, or (iii) delivered personally by hand or by a nationally recognized courier addressed to the party to be notified at the address set forth below or at such other address as such party may designate by ten (10) days advance written notice to the other parties thereto.

ICE:                    Intercontinental Exchange Holdings, Inc.  
                                  Attn: General Counsel  
                                  5660 New Northside Drive, 3rd Floor  
                                  Atlanta, GA 30328  
                                  Email: legal-notices@theice.com

### **Entire Agreement**

The Terms of Use, and any other terms incorporated by reference herein, including but not limited to our Privacy Policy and Additional Terms Relating To EU Subscribers, constitute the sole and entire agreement between You and ICE regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Your Comments and Concerns**

This website is operated by ICE.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [ICE-ThirdPartyDueDiligence@TheIce.com](mailto:ICE-ThirdPartyDueDiligence@TheIce.com).