

ICE Risk Free Rates (RFR) Portal User Agreement

This user agreement governs Your access to the ICE Risk Free Rates (RFR) Portal webpage on the ICE website and Your use of the Data. You will be deemed to have entered into this agreement with IBA where You click "I Agree" to agree to and accept its terms, and this agreement will supersede and replace any previous agreement You have clicked to accept in relation to Your access to the ICE Term RFR Portal and Your use of the Data. Certain restrictions and acknowledgements regarding your use of the Data are required in order for IBA to make certain risk free rates data available at this time.

1. Definitions: In this agreement:

"**Benchmarks Regulation**" means Regulation (EU) 2016/1011 as onshored into UK legislation by virtue of the European Union (Withdrawal) Act 2018, and as amended from time to time;

"**Data**" means the data made available by IBA through the ICE Risk Free Rates (RFR) Portal;

"**Data Provider**" means any third party that provides Data or data used to calculate or determine any Data;

"**IBA**" means ICE Benchmark Administration Limited (a company incorporated in England with registered number 08457573);

"**ICE**" means Intercontinental Exchange, Inc. (a Delaware corporation);

"**ICE RFR Portal**" means the ICE Risk Free Rates (RFR) Portal webpage on the ICE website through which IBA makes available certain risk free rates data to individuals who have entered into this agreement; and

"**You**" and "**Your**" means the individual who has 'clicked' "I Agree" to agree to and accept the terms of this agreement.

2. User Agreement: The Data is provided for Your information purposes only.

3. Restrictions: You shall not do any of the following:

(a) use the Data for any purpose other than the purpose in Clause 2 - in particular, and without limitation, the Data is not to be used as a benchmark for the purposes of the Benchmarks Regulation or otherwise, or as a measure, reference or input in financial instruments, contracts, or fund performance, or to create or derive other data, products or indices;

(b) use the Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

(c) make copies of the Data beyond the extent necessary for the purposes of: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;

(d) make any of the Data available to any third party other than in connection with Your permitted use of the Data under Clause 2;

(e) remove any trade marks or other identifiers of the sources of the Data;

(f) reverse-engineer, use, distribute or re-distribute any data which are used as an input to calculate any Data; or

(g) act or omit to act in any way which may damage the reputation of IBA, ICE, or any of its or their affiliates, or any Data Provider.

- 4. Acknowledgements:** You acknowledge and agree each of the following, that:
- (a) the Data is subject to the disclaimers and notices which are on the ICE RFR Portal and these are incorporated by reference into this agreement;
 - (b) IBA or its licensors own the intellectual property in the Data;
 - (c) The Bank of England, the Federal Reserve Bank of New York, the European Central Bank or the Bank of Japan, as applicable, owns the intellectual property in any data on the ICE RFR Portal which is provided by it, and in the trade marks associated with that data;
 - (d) the Data constitutes a database (within the meaning of S.3A of the Copyright, Designs and Patents Act 1988);
 - (e) no warranties are given in relation to the Data, nor in relation to any data provided by the Bank of England, the Federal Reserve Bank of New York, the European Central Bank, the Bank of Japan or any other Data Provider;
 - (f) in entering into this agreement, You are not relying on any prior statement made by ICE, IBA or any of its or their affiliates or representatives;
 - (g) IBA may take all reasonable steps to enforce the terms of this agreement, prevent any breach and obtain an appropriate remedy;
 - (h) IBA has not verified any Data or other data provided by any Data Provider;
 - (i) IBA is under no obligation to maintain or update any of the Data or to provide access to the Data or the ICE RFR Portal and reserves the right at any time and without notice to update, remove or change any Data or any proprietary methodology for creating such Data, or deny any or all access to the ICE RFR Portal; and
 - (j) You have read and agree to the ICE website terms of use available at <https://www.intercontinentalexchange.com/terms-of-use>.
- 5. Warranty:** IBA warrants that, so far as it is aware, it is entitled to permit You to use the Data in accordance with Clauses 2 and 3 subject to the restrictions in Clause 3.
- 6. Limitation of Liability:** To the fullest extent permitted by applicable law, none of ICE, IBA or any of its or their affiliates or any of its or their licensors, or any Data Provider, accepts any responsibility for, or will be liable to You or any other person for, any losses or liabilities (including, without limitation, loss of revenue or profit, loss of anticipated savings, wasted costs, loss of data, or liabilities to third parties), which arise in connection with this agreement or Your use of, the Data or the ICE RFR Portal, (irrespective of whether the claim is for breach of this agreement, or a breach of a duty of care, breach of a statutory duty, misrepresentation, nuisance, under anti-trust laws, in tort (including negligence) or otherwise). All implied terms, conditions, representations and warranties, including without limitation as to quality, accuracy, completeness, timeliness, merchantability, fitness for purpose, title, non-infringement, or as to the results to be attained by You or any course of action determined by You, in relation to the Data or the ICE RFR Portal, are hereby excluded to the fullest extent permitted by applicable law. For the avoidance of doubt, this Clause 6 does not exclude or limit liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation by IBA.

7. Termination: This agreement will continue to apply to Your use of the Data unless and until any further agreement is entered into between You and IBA governing Your use of the Data. IBA has the right at any time, with or without reason, to terminate immediately Your right of use as set out in Clause 2 by providing You with a notice to such effect or by notifying You of such termination on the IBA website at <https://www.theice.com/iba>.

8. Miscellaneous:

- (a) Any assignment of this agreement (including any rights or obligations under this agreement) will be void, unless made with the written consent of the other party.
- (b) Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- (c) All implied terms (whether conditions, warranties or otherwise) in relation to this agreement, the Data and any other data, and the ICE RFR Portal, are excluded to the fullest extent permitted by law.
- (d) A remedy made available to a party by this agreement does not exclude other remedies.
- (e) The laws of England apply to this agreement. The courts of England have exclusive jurisdiction to settle any dispute or claim which arises in connection with this agreement.