

## Terms of Use

Please read the following terms and conditions carefully before continuing to use this Web site or access information provided by the NYSE Entities (as defined below). By using: (i) this Web site, (ii) any information or data provided through or downloaded from this Web site or otherwise provided by the NYSE Entities, such as NYSE Drop Copy, or (iii) any service of this Web site, including any current or future software offered through or used in support of this Web site such as the NYSE Pillar Trade Ops Portal (TOP), TRF Portal, Brokerplex® and NYSE MFT, ((i)-(iii), collectively, the "Services"), you signify your acceptance of the **Terms of Use**.

## General Legal Information

The Services are for informational purposes only. None of the information contained in the Services constitutes a solicitation, offer, opinion or recommendation by NYSE Arca, Inc., New York Stock Exchange LLC, NYSE American LLC, NYSE National, Inc., NYSE Texas, Inc., the FINRA/NYSE Trade Reporting Facility® LLC or any of their affiliates (collectively referred to hereinafter as "NYSE Entities") to buy or sell any securities or other financial instruments or to provide legal, tax, accounting, compliance or investment advice or services regarding the suitability or profitability of any security or investment. The NYSE Entities have not made any recommendations regarding the merit of any company identified in the Services, made any recommendation regarding the purchase or sale of any security, or endorsed or sponsored any company identified in the Services. Advice from a securities professional is strongly advised.

## Proprietary Rights

The Services, including but not limited to the text, content, photographs, images, video, audio and graphics contained in the Services are protected by copyright, trademark, international treaties and other proprietary rights and laws of the United States and other countries. You agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in the Services. Unauthorized use of the Services may violate applicable copyright, trademark or other intellectual property laws or other laws.

The trademarks, service marks, copyrights, and other proprietary materials (collectively, the "Proprietary Rights") displayed in the Services are registered and common law trademarks, copyrights, and proprietary material of the NYSE Entities and various third parties. Unless expressly stated in the Services, none of the NYSE Entities sponsors, is affiliates with, or endorses the products and/or services represented by the third-party trademarks displayed in the Services nor are any of the NYSE Entities sponsored by, affiliates with, or endorsed by the third parties owning the trademarks displayed in the Services. Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Proprietary Rights without the written permission of the applicable NYSE Entity or third-party that may own the Proprietary Rights.

## Restrictions on Use

The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject any of the NYSE Entities to any registration requirement within such jurisdiction or country. You may not use the Services for any illegal purpose or in any manner inconsistent with the **Terms of Use**. You agree not to use, transfer, dispose or distribute any information in the Services in any manner that could compete with any of the NYSE Entities' businesses. Except for one temporary copy in a single computer's memory and one unaltered permanent copy to be used for your own personal, noncommercial use, you may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, use "frame" technology on or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation or exploit in any way material from the Services. You agree that any copy you make pursuant to this paragraph shall include appropriate copyright notices. You shall not and shall not allow any other party to alter, decompile or disassemble any code underlying the Services, attempt to circumvent any security protections for the Services or interfere with or disrupt the Services or any servers or networks connected to the Services. You shall ensure that there is no unauthorized use of or access to the Services.

## SEC Rule 15c3-5 Disclaimer

The Services are meant to be supplemental to your internal monitoring and procedures related to risk management. The Services are not designed to be the sole means of risk control and should not be relied upon as such. The Services are configurable and under your direct control and supervision. The NYSE Entities expressly disclaim all responsibility for the Services. Moreover, use of the Services will not automatically constitute compliance with any exchange or federal rules, including but not limited to SEC Rule 15c3-5 (the "Market Access Rule"), and it is your sole responsibility to ensure your own compliance with the Market Access Rule and all other exchange and federal rules.

## Disclaimer of Warranty

DATA AND INFORMATION PROVIDED BY ANY OF THE NYSE ENTITIES OR ANY OF THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED FOR TRADING PURPOSES.

THE SERVICES ARE PROVIDED BY THE NYSE ENTITIES ON AN "AS IS" BASIS, AND THE NYSE ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FOR NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES. NONE OF THE NYSE ENTITIES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NONE OF THE NYSE ENTITIES WARRANT OR REPRESENTS THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FINALLY, YOU, AS A CONDITION TO ACCESSING THE SERVICES EXPRESSLY WAIVE ANY CLAIM YOU MAY HAVE AGAINST ANY OF THE NYSE ENTITIES.

## Limitation of Liability

In no event shall the NYSE Entities or their third-party providers be liable to you for any direct, special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits, trading losses and damages that may result from the use of the Services, or any delay or interruption of service, or omissions or inaccuracies in the foregoing) even if the NYSE Entities or any other party have been advised of the possibility thereof. Any material or software downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system, loss of data or other damage that results from the download of such material or software. You are solely responsible for your connection to and use of the Services.

## Use of Links Prohibited

Unless you have a written agreement with an NYSE Entity which states otherwise, you may not provide a link to this Web site on any other Web site.

The Web site may be linked by the NYSE Entities to other sites which are not maintained by the NYSE Entities. The NYSE Entities have not developed, checked for accuracy, or otherwise reviewed other Web sites linked to this Web site and are not responsible for the content of any other Web site. The NYSE Entities provide links to other Web sites solely as a convenience to you. By providing access to the linked Web sites, none of the NYSE Entities nor any of their third-party providers are recommending the purchase or sale of the stock nor endorsing the services provided by the Web sites' sponsoring organization. The NYSE Entities reserve the right in their sole discretion to discontinue links to other sites at any time and for any reason. The NYSE Entities make no guarantees, representations or warranties as to and disclaim any and all liability for links: (i) from another Web site to this Web site, (ii) to another Web site from this Web site and (iii) the content of any Web site linked to or from this Web site. THE NYSE ENTITIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VIRUSES OR HARMFUL CODE, TITLE, OR NON-INFRINGEMENT WITH RESPECT TO THE INDEPENDENT SITES AND THE MATERIALS AND INFORMATION THEREIN CONTAINED OR EXPRESSED. In no event shall the NYSE Entities or their third-party providers be liable to you for any direct, special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits, trading losses and damages that may result from the use of the independent sites and the materials and information therein contained or expressed.

## Privacy Policy

The NYSE Entities' Privacy Policy describes the personal information we collect when you and others use the Services, how the NYSE Entities use that personal information, and some of the steps the NYSE Entities take to protect your privacy. This Privacy Policy is incorporated in these **Terms of Use** and is located here: <https://www.ice.com/privacy-policy>. Please review this Privacy Policy before using the Services. If you would like to change or delete any information submitted either through registration or the Contact feature, please contact Client Relationship Services at [crs@nyse.com](mailto:crs@nyse.com). The Username and Password assigned to you for accessing the Services are for your personal use only. You are responsible if they are lost, stolen or misused, and you must notify the NYSE Entities immediately if any of these events happen. If available, you may not use the [Contact](#) feature to enter an order to buy or sell a security, to send us time-sensitive instructions, or to give us personal credit information or an address change.

The NYSE Entities have taken certain steps to provide a secure environment for your personal information in the Services. All customer data is stored on secure servers behind a firewall. However, the NYSE Entities cannot guarantee that any information is totally secure because of the nature of the Internet.

## Modification and Monitoring of the Services

The NYSE Entities reserve the right, in their sole discretion, to change, modify, add or remove portions of these terms and conditions at any time and to monitor any and all use of the Services. Accordingly, please check the **Terms of Use** periodically for any changes. Your use of the Services after the posting of such modifications will constitute your acceptance of the modified **Terms of Use**. Any terms and conditions proposed by you which are in addition to or which conflict with the **Terms of Use** are expressly rejected by the NYSE Entities and shall be void.

## Jurisdiction and Applicable Law

The laws of the State of New York govern the **Terms of Use** without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal action relating to the **Terms of Use**, must be filed only in the federal or state courts located within Southern District of the State of New York, and you and the NYSE Entities consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action. The failure of the NYSE Entities to exercise or enforce any right or provision of these **Terms of Use** shall not constitute a waiver of such right or provision.

## Headings

The section titles in the **Terms of Use** are used solely for convenience and have no legal or contractual significance.

## Severability

If any provision of the **Terms of Use** is deemed unlawful, void or unenforceable for any reason, that provision will be deemed severable from these terms and will not affect the validity and enforceability of the remaining provisions.

## Entire Agreement

The **Terms of Use** and the Privacy Policy constitute the entire agreement between you and the NYSE Entities relating to the use of the Services. You may also be subject to additional terms and conditions that may apply when you use other services of the NYSE entities or their affiliates, third-party content or third-party software.

Any rights not expressly granted herein are reserved.

Contact Client Relationship Services at [crs@nyse.com](mailto:crs@nyse.com) with questions or comments, as appropriate.