Fastmarkets Ltd Standard Terms and Conditions for Online Services

These standard terms and conditions apply to all automated online transactions with websites operated by Fastmarkets Ltd and to all agreements negotiated by Fastmarkets representatives unless varied by an attached schedule of Services. Issued 15 May 2009.

DEFINITIONS

Agreement: this Agreement and any Schedule if attached, together with any further Schedule or Addendum that may subsequently be agreed.

The Information: Financial data, news, charts, editorial, analysis and any other content as provided (or linked to) by Fastmarkets from time to time whether originated by Fastmarkets or from third parties.

Distribution Channel: An information portal website or other media or technology provided by Fastmarkets.

Service(s): The provision of the information through a distribution channel or as separately defined on an attached schedule.

Data Source: any Financial Exchange and/or other Data or News Provider, whose Information is contained in the Services.

Exchange Fees: Such fees as may be charged by a Data Source for access to their information

Service Fees: The fees charged by Fastmarkets for the supply of the Services to the client which will include all relevant Exchange Fees.

First Billing Date: the date on which the Service Fees are billed by Fastmarkets for the first time.

Site/Sites: the Client location(s) to which the Services are supplied by Fastmarkets.

Support Services: Such actions, advice and technical help that may be required to enable the Client to receive the Services as intended.

1. ENTIRE AGREEMENT

Fastmarkets agrees to supply the Services to the Client and the Client agrees to pay the Service Fees and use the Services in accordance with this Agreement. This Agreement, together with any schedules or appendices hereto, constitutes the entire agreement between the parties in relation to this matter.

2. SERVICES

2.1 The Client agrees to use the Services only within the scope of its business activity. Particularly, and unless expressly agreed in writing with Fastmarkets and/or any relevant Data Sources, the Client shall not make available, redistribute, transfer or assign, directly or indirectly, with or without charge, in whole or in part, the Services or the Information to any other third party.

2.2 The Client acknowledges and agrees that the Client will not acquire any intellectual property rights in the Services or any part thereof. Furthermore, the Client will not remove or conceal any logo, nor any copyright or other proprietary notice incorporated in the Services.

2.3 The Client agrees to use the Services in accordance with any manuals, guides, technical specifications or specific recommendations that Fastmarkets may issue from time to time. Failure to follow such a recommendation will release Fastmarkets from the Support provisions on Clause 4.

3. INFORMATION

3.1 The Client acknowledges that the Data Sources have rights in the Information they supply. The Client agrees to comply with any conditions imposed on the use, access, storage or redistribution of Information by the relevant Data Source.

3.2 The Client may provide access to the Information supplied under this Agreement only to its employees. Should the Client wish to supply the Information to other users, this may only be permitted if the Client has obtained Fastmarkets' written consent

and has entered into all necessary redistribution agreements with the relevant Data Sources.

4. SUPPORT SERVICES

4.1 Support Services will be provided by Fastmarkets (or its nominees) to Clients using the Services correctly (in accordance with Clause 2) and paying for the Services promptly (in accordance with Clause 5).

4.2 In order to obtain the Support Services, the Client must contact Fastmarkets by email at the support address notified on the Distribution Channel or by a Fastmarkets representative. The email communication should clearly explain why The Service(s) cannot be received or why the Support Services are required.

4.3 The Support Services will in the first instance be provided by email. If required, Fastmarkets may at its discretion contact the Client by telephone to supply the Support Services.
Attending at the Client's Site may be offered entirely at the discretion of Fastmarkets, but this is not a standard feature of the Support Services. Should onsite attendance be offered, the Client will arrange to permit Fastmarkets and/or its nominees to have access to the Site at reasonable times and to provide all necessary co-operation and facilities. While providing Support at the Site, Fastmarkets or its nominees will comply with the Client's reasonable requirements relating to security and confidentiality.

4.4 Fastmarkets undertakes to provide the Support Services in a professional way and will use best endeavours to resolve the issue raised by the Client. However, Fastmarkets will not be liable for or undertake:
(i) Support actions required due to negligence, accident or misuse not attributable to Fastmarkets,
(ii) Support actions resulting from a failure of the Client's operating environment,
(iii) Support actions due to overload of the Client's network or hardware not caused by Fastmarkets,
(iv) Support actions due to connectivity issues where the Services are being accessed via the public Internet.

5. CHARGES

5.1 The Client will pay the Service Fees, as well as the following related charges (where applicable):
(i) Charges for Support Services requested by the Client but not included as standard and as separately negotiated.
(ii) All applicable taxes and duties (including withholding tax) payable in respect of the Services.

5.2 The Service Fees for each Service are payable from the First Billing Date and any subsequent renewal date. The Client will pay the Service Fees as follows:
(i) A Client issued with a Credit Invoice will settle in full within the time specified on the invoice.
(ii) A Client paying by Credit Card via an automated Fastmarkets system will either pay in advance for a full year or will enter a separate agreement for rolling monthly payments.

5.3 Fastmarkets will be entitled to increase the Service Fees from time to time.

6. DURATION, RENEWAL, NOTICE & TERMINATION

6.1 Where the duration and notice period of this agreement has not been separately negotiated and evidenced in correspondence or on an attached schedule, the duration and notice period of this agreement will depend on the method of payment for the services as in 5 above, namely:

(i) For a Client issued with a credit invoice, the duration of this agreement will be the same as the term of supply of the services as stipulated on the invoice. At the end of the term, the agreement will be renewed on the same terms unless notice to cancel is received from the Client within the notice period indicated on the invoice.

(ii) For a Client paying in advance for a fixed term access by Credit Card online, the duration of this agreement will be the same as the access term. At the end of the term, the agreement will not renew automatically, but will be subject to separate negotiation.

(iii) For a Client making rolling payments through an agreement entered into online, the duration of this agreement is open and it will continue until terminated as in 6.2 below.

6.2 A Client making rolling monthly Credit Card payments through an agreement entered into online may at any time contact Fastmarkets by email at the support address notified on the Distribution Channel or by a Fastmarkets representative and request to terminate this agreement. Fastmarkets will then arrange to cancel the rolling monthly payment and terminate this agreement such that the Client will not have to pay for the services beyond the current whole month of usage.

6.3 If the Client has been using the Service(s) and has paid the Service Fees, then the Client is deemed to have accepted the Service(s). Thereafter, unless separately defined on an attached schedule, any notice of cancellation will have no effect on this agreement other than to serve notice that the Client does not wish to renew at the end of the term and for the avoidance of doubt there will be no refunds.

6.4 Fastmarkets may terminate this agreement at any time if the Client is in breach of any of its material obligations under this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of written request. In the case of the Client being in breach of its obligations under clause 5.2 above (payment of fees), the following time limits will apply before the agreement is terminated:

(i) For a Client whose Services include Data Sources who levy Exchange Fees, this agreement may be terminated seven days after the due date of their payment.

(ii) For a Client whose Services do not include Data Sources who levy Exchange Fees, this agreement may be terminated fourteen days after the due date of their payment.

6.5 Fastmarkets may terminate this agreement or cancel a Service or a part of a Service, by written notice if the provision of all or part of that Service:

(i) depends on an agreement between Fastmarkets and a third party, and that agreement is modified or terminated for any reason or breached by the third party and, as a result, Fastmarkets is unable to continue provision on terms reasonably acceptable to Fastmarkets; or

(ii) becomes illegal or contrary to any rule, or request of any exchange or regulatory authority.

6.6 If Clause 6.4 applies, Fastmarkets' only obligation will be to refund to the Client the part of the Service Fees paid in advance for the cancelled part of the Service.

7. EFFECTS OF TERMINATION

7.1 When this agreement is terminated, Fastmarkets will remove all access rights to the Services. The Client will have no further rights to the Services and will be held responsible for any damage caused by continuing and unauthorised attempts to access the Services.

7.2 Fastmarkets will retain the Client's details as evidence of the terminated agreement only as allowed by the data protection act, and will maintain the confidentiality of these details.

8. REPRESENTATIONS AND LIABILITY

8.1 Fastmarkets represents that:

(i) It will supply the Services in a professional way, using the care that can be reasonably expected for this type of business, and in accordance with the practices and policies which are commonly applicable in the information services industry:

(ii) it is duly empowered to supply the Information and Service(s) to the Client for the purposes specified in this Agreement and that the Service(s) and its use by the Client as specified in this Agreement will not infringe any intellectual property rights of any third party.

8.2 Although Fastmarkets will use all reasonable endeavours to ensure the accuracy and reliability of the Services, neither Fastmarkets, the Data Sources, or any third-party provider will be liable to the Client (or any third party) for direct, indirect or consequential loss or damage, including but not limited to loss of data, trading or other economic losses, arising out of any reliance on the accuracy of the Information (including but not limited to data, news and opinions) contained in the Service(s) or resulting in any way from the supply (or failure of supply) of the Services. However, Fastmarkets accepts liability for physical loss or damage to the Site caused by its negligence or wilful misconduct.

8.3 Except as expressly stated in this agreement, all express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, are excluded.

8.4 The Client will indemnify Fastmarkets against any loss, damage or cost in connection with any claim or action that may be brought by any third party against Fastmarkets relating to any misuse of the Services by the Client.

8.5 To the extent permitted by law, under no circumstances will Fastmarkets' liability under this Agreement exceed the Service Fees paid to Fastmarkets by the Client, regardless of the cause or form of action.

9. CONFIDENTIALITY

9.1 Each party acknowledges that information of a confidential nature relating to the business of the other may be disclosed to it or otherwise come to its attention. Each party undertakes to hold such information in confidence and not, without the consent of the other, to disclose it to any third party nor to use it for any purpose other than in the performance of this Agreement.

9.2 This obligation of confidentiality will not apply to information that is generally available to the public through no act or omission of the receiving party, or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority.

9.3 This undertaking survives this Agreement and be binding for as long as such information retains commercial value.

10. GENERAL

10.2 Neither party may assign any right or obligation under this Agreement or any part of it without the prior written consent of the other, such consent not to be unreasonably withheld.

10.3 This Agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts.

10.4 If any part of this Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of this Agreement.

10.5 If either party delays or fails to exercise any right or remedy under this Agreement, that party will not be deemed to have waived any such right or remedy.

10.6 Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control (force majeure).

10.7 The Client will take all appropriate measures to ensure that all users of the Information and of Fastmarkets' Services in general are aware of the terms of this Agreement and will comply with such terms. The Client will be responsible towards Fastmarkets, the Data Sources and other third party providers for due compliance by any such user.