

Terms Of Use



TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

Welcome to our tool website ("**website**"). These terms of use ("**Terms of Use**") tell you the rules for using our website.

Who we are

This website is operated by TradingHub Group Limited and its group companies (together "**TradingHub**", "**us**" or "**we**"). TradingHub Group Limited is a private limited company registered in England under company registration number 07382307. Our registered address is the 21st Floor, Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

By using our website you accept these Terms of Use

By using our website, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not agree to these Terms of Use (or any part thereof), you must not use our website.

The following additional terms also apply to your use of our website:

- our Privacy Policy
- the Contract (defined below)

Suspension

Subject to the terms of the Contract, TradingHub is entitled to suspend your and/or the Company's access to the website immediately if you are in breach of these Terms of Use.

Our website is only for clients

Our website is only to be used by an authorised user ("**Authorised User**"). You will be an Authorised User if: (a) you work for a company which is a client of TradingHub because it has entered into a contract with TradingHub ("**Company**"); or (b) TradingHub has otherwise agreed, in advance, to your use of this website. The written contract for the use of the services found on this website between TradingHub and the Company or otherwise in writing with you shall be the "**Contract**". Any breach by you of these Terms of Use may constitute a breach of such Contract.

If you are not an Authorised User or you have otherwise accessed this website in error, please exit the website, notify us by contacting legal@tradinghub.com and do not use, copy or disclose any information contained on this website.

How you may use materials from our website

This website contains highly confidential information.

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it except as otherwise set out in the Contract.

This website may display data which consists of data provided by the Company pursuant to the Contract ("**Contributed Data**") aggregated with materials and data owned by or licensed to TradingHub ("**Displayed Materials**"). TradingHub owns or is licensee of the intellectual property in the Displayed Materials.

Intellectual property rights are protected by copyright laws and treaties around the world. All such rights are reserved.

An Authorised User is permitted to only use this website, the Displayed Materials and other information contained herein subject to the terms of, and solely for the purposes set out in, the Contract.

To the extent the website includes functionality for an Authorised User to download certain information, such Authorised User is permitted to download such information in the format specified in the tool (e.g. via CSV or excel) in accordance with the terms set out in the Contract.

To the extent the website does not include functionality for an Authorised User to download certain information, and except as expressly permitted in the Contract, such Authorised User is not permitted to make any copy whatsoever (either in hard or soft copy or a screenshot or other process which captures its contents) of such information, or to reproduce, store or save in a retrieval system, transmit or utilise in any form or by any means (electronic or mechanical), photocopy, record or otherwise, without prior written permission from TradingHub (by email shall suffice).

An Authorised User is not permitted to directly or indirectly (including any attempt to) reverse engineer or decompile anything contained on this website, any part thereof or any information contained therein.

Prohibited uses

Any unauthorised use of this website may be a breach of the Contract and, in some circumstances, may give rise to a claim for damages and/or be a criminal offence.

You may use our website only for lawful purposes. You may not use our website:

- in any way that breaches any applicable local, national or international law or regulation;

- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly or recklessly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of these Terms of Use or the Contract; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of our website;
 - any equipment or network on which our website is stored;
 - any software used in the provision of our website; or
 - any equipment or network or software owned or used by any third party.

Disclaimer

The content, information and any materials in this website is being provided to you on an "as is" basis. Except as otherwise provided in the Contract:

- TradingHub (and our third party licensors) do not make any representations, warranties or guarantees, whether expressed or implied, as to the accuracy, completeness or timeliness of the website or as to any results obtained or inferred by the Company, an Authorised User or any third party, and shall not in any way be liable to the Company, an Authorised User or any third party for any inaccuracies, errors or omissions herein.
- Opinions, estimates and projections in this website constitute the current judgment of the author(s) at the time of writing. They do not necessarily reflect the opinions of TradingHub. TradingHub (and our third party licensors) do not have an obligation to update, modify or amend this website or to otherwise notify the Company, an Authorised User or any third party in the event that any matter stated herein, or any opinion, projection, forecast or estimate set forth herein, changes or subsequently becomes inaccurate.
- TradingHub (and our third party licensors) do not have any liability whatsoever to the Company, an Authorised User or any third party, whether in contract (including under an indemnity), in tort (including negligence), under a warranty, under statute or otherwise, even if foreseeable, in respect of any

loss or damage suffered by it (or any third party) as a result of or in connection with: (a) any opinions, recommendations, forecasts, judgements, or any other conclusions, or any course of action determined, by it (or any third party), whether or not based on the content, information or materials contained in this website; (b) use of, or inability to use, our website; or (c) use of or reliance on any content displayed on our website.

You must keep your account details safe

You must treat your account details (including any user identification code, password or other piece of security account information) as confidential and you must not disclose it to any third party.

We have the right to disable your account, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your account details, you must promptly notify us at clientsupport@tradinghub.com.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 (or any equivalent legislation). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We may suspend our website

We may suspend or withdraw or restrict the availability of all or any part of our website to the extent permitted under the Contract.

Linked websites

From time to time, this website may include links to other non-TradingHub websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) unless an endorsement is specifically indicated. TradingHub has no responsibility for the content of any linked website(s).

Uploading content to our website

Whenever you make use of a feature that allows you to upload content (excluding trade data uploaded to the website via SFTP pursuant to the Contract) ("**Content**") to

our website, or to make contact with other users of our website, you must: (a) have the right to transmit, and to the extent applicable, license any intellectual property rights in, any , information or data that you upload; and (b) comply with the Content Standards set out below. You warrant that these statements are true, and you will be liable to us and you indemnify us for any breach of those warranties. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranties.

You retain all of your ownership rights in your Content but you are required to grant us (and other users who you share such Content with) a limited licence to use, store, and copy the Content on the website, as well as aggregate the Content with other third party materials.

We have the right to remove any Content you upload to our website if, in our opinion, the Content does not comply with the Content Standards set out below.

You are solely responsible for securing and backing up your Content.

Content Standards

These content standards ("**Content Standards**") apply to any and all material which you contribute to our website, including trade data uploaded to the website via SFTP pursuant to the Contract (each a "**Contribution**"), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

TradingHub will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in England and Wales and in any country from which it is posted;
- be legally authorised for publication on the website either because you own it, or have a licence to use it.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal content or activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from TradingHub, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other sites.

Modifications to Terms of Use

We keep these Terms of Use under regular review. TradingHub reserves the right to change these Terms of Use at any time by posting revisions on this website. Such changes will be effective upon posting. Every time you wish to use our website, please check these Terms of Use to ensure you understand the terms that apply at that time.

Conflict

In the event of a conflict between these Terms of Use and the Contract, the Contract will prevail.

Governing law

Your use of this website and any dispute arising out of such use is subject to and governed by the laws set out in the Contract, or if not specified thereunder by the laws of England and the English courts will have exclusive jurisdiction over any dispute.

Contacting Us

If you have any questions regarding these Terms of Use please do not hesitate to contact us at clientsupport@tradinghub.com.