

ADEBSX Terms of Use

Last Updated 21/02/2024

1. Acceptance of Terms.

These terms of use are entered into between You and ADE Bahamas Ltd. ("ADE", "ADEX", "we", or "us") the following terms and conditions, together with any documents expressly incorporated by reference (collectively "Terms of Use") govern your access and use of www.adebsx.com, including any content, functionality offered through or on www.adebsx.com and the Systems and Services ("Website"), whether as a guest or registered user. By accessing, viewing or using any page, part or component of the Website, you have indicated your acknowledgement and acceptance of these Terms of Use.

2. Systems and Services.

"Systems" are any of the existing and future electronic systems, APIs and platforms through which ADE and its affiliates make the Services available to you, including, without limitation, WebApp, Straight-Through Processing and Clear Chain. "Services" are any of the existing and future services offered to you by ADE or its affiliates and any content including, without limitation, execution, clearing, market data distribution, risk management, margin estimation, connectivity, trade confirmation, messaging, hosting and repository services.

3. Updates.

ADE may, in its sole discretion, make unscheduled deployments of changes, updates or enhancements to the Website at any time, add or remove functionality or features, and may discontinue any or all Website altogether, but ADE is under no obligation to update the Website.

4. Violations.

ADE may 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.

5. Your Responsibilities.

You are responsible for your use of the Website, and you must:

- (i) Use a secure and nonobvious password to access them;
- (ii) treat the user name, password and any other piece of information you receive as part of our security procedures as confidential and not share them with any other person;
- (iii) notify us immediately of any unauthorised access to or use of your username or password or any other breach of security;
- (iv) periodically change your password;
- (v) log out after each session;
- (vi) install the most recent security patches and updates for your web browser and
- (vii) not alter, corrupt, hack, or violate any computer code affecting the security and access controls of the Website.

6. Privacy.

To access the Website or some of the resources they offer, you may be asked to provide specific registration details or other information. You are responsible for ensuring that all the information you provide to us on the Website is correct, current, and complete. All information we collect on the Website, including all information you provide to register with the Website or otherwise, including but not limited to the use of any interactive features on the Website, is handled in accordance with and explained in further detail in our Privacy Policy located at <http://www.adebx.com/privacy-policy.html>. You also may have certain rights concerning the information we collect under applicable law as set out in our Privacy Policy.

7. Rules.

Your use of the Website is subject to the rules contained within the applicable rulebook located at

www.adebsx.com/rulebook.

8. Third-Party Links

Should the Website contain links to other sites and resources provided by third parties, these links are provided for your convenience only, including any links contained in advertisements, banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or any loss or damage arising from your use of them. If you decide to access any third-party websites linked to this Website, you do so entirely at your own risk and subject to such website's terms and conditions of use.

9. Proprietary Rights.

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 ADE, its licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Subject to your compliance with these Terms of Use and the Rules, ADE grants to you a personal, nonexclusive, non-transferable, non-sublicensable license to use the Website. Except as expressly authorised by ADE, you agree not to sell, copy, distribute, or create derivative works based on the Website, in whole or in part.

10. Disclaimer of Warranties.

NEITHER ADE NOR ANY AFFILIATE OF ADE (each a "ADEX HOLDINGS LTD ENTITY") NOR ANY NOR OTHER EXCHANGES WHOSE PRODUCTS MAY BE TRADED OR CLEARED USING THE WEBSITE (each a "PARTICIPATING EXCHANGE") NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS (each a "RELATED PARTY") MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE WEBSITE, AND EACH HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE MERCHANTABILITY, QUALITY OF THE WEBSITE OR THEIR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE OR ERROR-FREE SERVICE, OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT (I) YOU MAY EXPERIENCE INTERRUPTIONS OR ERRORS IN THE WEBSITE, AND (II) THE WEBSITE MAY, FROM TIME TO TIME, BE TEMPORARILY UNAVAILABLE.

11. Exclusion of Incidental, Consequential, and Certain Other Remedies.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL ANY ADEX HOLDINGS ENTITY OR ANY PARTICIPATING EXCHANGE OR ANY OF THEIR RESPECTIVE RELATED PARTIES BE LIABLE HEREUNDER TO YOU OR TO OTHERS DIRECTLY OR INDIRECTLY MAKING USE OF THE WEBSITE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING UNDER THESE TERMS OF USE, EVEN IF ADE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO ADE'S ERROR, OMISSION, OR NEGLIGENCE.

12. Limitation of Liability and Remedies.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO CIRCUMSTANCES SHALL ANY ADE GROUP ENTITY OR ANY PARTICIPATING EXCHANGE OR ANY OF THEIR RESPECTIVE RELATED PARTIES BE LIABLE FOR ANY:

- (A) DELAY, INACCURACIES, ERRORS, OMISSIONS OR INTERRUPTION OF ANY KIND IN RELATION TO THE WEBSITE OR FOR ANY RESULTING LOSS OR DAMAGE, OR
- (B) LOSS OR DAMAGE ARISING FROM UNAUTHORISED ACCESS TO OR MISUSE OF THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY ADE HOLDINGS ENTITY OR ANY PARTICIPATING EXCHANGE OR ANY OF THEIR RESPECTIVE RELATED PARTIES HEREUNDER EXCEED THE LESSER OF:

- (A) THE FEES PAID TO ADE BY LICENSEE HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR
- (B) FIFTY US DOLLARS (\$50), REGARDLESS WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THIS LIMITATION SHALL SURVIVE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

13. Unauthorised Access.

Access to and use of the Website is restricted to authorised users only. Unauthorised individuals attempting to access the Website may be subject to prosecution.

14. Notice.

Notice to you may be made via email, fax, or certified or registered mail, return receipt requested, to your current address on record. ADE may also provide notices of changes to these Terms of Use or other matters by providing a click-through screen on the Systems. You may give notice to ADE by email at legalnotice@adebsx.com, or by certified or registered mail, return receipt requested, to ADE Bahamas Ltd., Bayside Executive Park No. 3 West Bay Street & Blake Road, Nassau, Bahamas, P.O. Box CB-13012, to the attention of the General Counsel.

15. Modification of Terms.

ADE may change these Terms of Use at any time by either (i) posting the revised terms on the Website, (ii) sending you an email notification to the email address that you provided to ADE as part of your account registration, or a notification via SMS or other messaging services, or (iii) presenting the revised Terms of Use to you when you log into the Website. The updated Terms of Use will become effective the earlier of (a) when you accept them online, (b) twenty-five (25) days after ADE posts or emails the update, in which case your continued use of any of the

Website or failure to cancel your account will indicate your acceptance of the amended Terms of Use.

16. General Terms.

The Terms of Use are the complete and exclusive statement of the Agreement between the parties and supersedes all prior agreements, oral or written, and all other communications between the parties concerning the subject matter of this Terms of Use. The failure of either Party to exercise any right or remedy under this Terms of Use or at law shall not prevent any further exercise of that right or remedy. You may not assign this Terms of Use without the prior written consent of ADE. If any part, term or provision of this Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. The internal laws of England and Wales shall govern these Terms of Use and your use of the Website. The language of the Agreement is English, and all obligations under and communications relating to the Agreement shall be conducted in English. Any controversy or claim arising out of or relating to this Terms of Use, or the breach thereof, shall be settled by arbitration administered by the London International Court of Arbitration in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be London, United Kingdom. The arbitration shall be in English and governed by the laws of England and Wales. The Parties acknowledge that a material breach relating to certain provisions of this Terms of Use may cause immediate or irreparable injury to the other Party that cannot be adequately compensated for in damages by its gravity or nature. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of any such material breach and in addition to all other remedies available herein, the non-breaching Party may seek solely injunctive relief (including a temporary restraining order, preliminary injunction or permanent injunction) from any court of competent jurisdiction, without posting a bond or other security. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. With respect to an unauthorised user, there are no time limitations with respect to any action brought by ADE other than the applicable statute of limitations.