

## ICE Global Network Acceptable Use Policy

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## ICE Global Network Acceptable Use Policy

### INTRODUCTION

This ICE Global Network Acceptable Use Policy (the “**Policy**”) defines acceptable practices for the use of the ICE Global Network connectivity services (herein, the “**Services**”) provided by entities of Intercontinental Exchange, Inc. (collectively, “**ICE**”) that enter into agreements with customers or clients (“**Customers**”) to provide the Services. This Policy applies to all aspects of the Services.

Customer is responsible for its compliance with this Policy. Customer is also responsible for violations of this Policy by any person or entity that accesses the Services through the Customer’s agreement with ICE or through the Customer’s equipment, systems, networks, or other facilities, including Customer’s end users (“**Associated Person(s)**”). Any Associated Person using the Services is bound, as specified in this Policy, by the same acceptable practices as the Customer. Whilst ICE is not obligated to control or monitor the content of online communications in connection with the Services, ICE may edit or remove content that it deems to be in violation of any applicable law or regulation, or either the letter or spirit of this Policy, or that it otherwise deems unlawful, harmful or offensive.

This Policy is designed to assist in protecting ICE, the Services and Customers from improper and/or illegal activity utilizing the Services or related to or otherwise in connection with the Services. In situations where data communications are carried across networks of other service providers or via third party application service providers (together, the “**Providers**”), the Customer must also conform to the applicable acceptable use policies of such Providers.

### RIGHTS OF ICE

#### SUSPENSION OR TERMINATION OF SERVICE

If, in ICE’s judgment, the Customer’s conduct whilst using the Services violates this Policy, ICE reserves the right to suspend or terminate the Services or any part thereof. ICE will generally attempt to notify the Customer of any activity in violation of this Policy and require that the Customer cease such activity; however, in cases where ICE’s software, programs, products, networks, systems, business, business reputation or Services are threatened, including without limitation cases involving unsolicited commercial email/SPAM, mail relaying, invasive and unauthorized data gathering/mining, alteration of the Customer source IP address information, denial of service attacks, noncompliance with applicable laws and regulations, suspected fraud in connection with the use of the Services, the dissemination of viruses, “Trojan horses”, and spyware, offensive material or copyright infringement, order of a court or regulatory authority of competent jurisdiction, threat of imminent harm to persons or property or any other act ICE deems, in its sole discretion, to be in violation of this Policy, ICE reserves the right to suspend or terminate the Service, or applicable portion thereof. In addition, ICE may take any other appropriate action against the Customer for violations of this Policy. This Policy extends to any and all content created by the Customer that makes use of, is related to or otherwise connected with the Service, including but not limited to discussion boards, blogs, wikis, social networking sites, news sites, mobile photos and videos, customer review sites, experience or photo sharing sites, any other website or forum that offers the opportunity for the Customer to share their knowledge and familiarity with a



product or experience that Customer uses during the term of any Services (“**User-Generated Content**”). ICE does not have any obligation to monitor or police activity occurring in connection with the Services and will not be liable to any party, for any party’s violation of this Policy.

#### **NO RESPONSIBILITY**

ICE has no responsibility for any information or material created, stored, maintained or transmitted by the Customer or otherwise accessible through use of the Service.

#### **RESERVATION OF RIGHTS**

Nothing in this Policy shall limit in anyway ICE’s rights and remedies at law or in equity that may otherwise be available.

#### **COOPERATION WITH INVESTIGATIONS**

ICE will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. ICE reserves the right to disclose Customer information, including confidential information, to the extent authorized by applicable law.

#### **COMPLAINTS**

ICE may receive complaints directly from internet users, through internet organizations and other parties. ICE shall not be required to determine the validity of complaints received before taking action under this Policy. ICE, in its sole discretion, reserves the right to forward these complaints to the appropriate law enforcement agencies.

#### **MODIFICATIONS TO POLICY**

ICE may amend this Policy from time to time upon giving notice of any such amendment to the Customer by any reasonable means, including website publication or sending email notice to the Customer.

#### **FILTERS AND OTHER SECURITY MEASURES**

ICE reserves the right to install and use, or to have the Customer install and use in connection with the Customer’s equipment, systems, and networks, any appropriate measures, including without limitation devices, hardware, software, practices, protocols and/or techniques to prevent violations of this Policy, including but not limited to, monitoring, scanning, vulnerability testing and installing devices designed to filter or terminate access to the Service.



## PROHIBITED USES

### ILLEGAL ACTIVITY

The Services shall not be used for any unlawful activities or in connection with any criminal or civil violation and the Services shall in all cases be used in compliance with applicable law and regulation. Use of the Services in any manner, including without limitation for transmission, distribution, retrieval, or storage of any information, data or other material, in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited.

### OFFENSIVE MATERIALS

The Customer shall not use the Services to disseminate or post material that is improper, including without limitation material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable. This includes a Customer acting as a content creator for third parties. Without limiting the foregoing, the Customer shall not use the Services in any manner for the transmission or dissemination of images containing child pornography.

### INFRINGEMENT

The Customer shall not use the Services to use or transmit any data or material protected by copyright, service mark, trademark, trade secret, patent or other intellectual property right without proper authorization.

### EXPORT VIOLATIONS

The Customer shall not use the Services to violate any applicable export control laws and regulations.

### UNAUTHORIZED ACCESS/INTERFERENCE

The Customer shall not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation or security of, the Services or any network or other systems connected to the Services. The Customer shall not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or the internet. The Customer shall not use the Services to monitor, gather or mine any data, information or communications on any network or system without authorization. The Customer shall not attempt to gain unauthorized access to the user accounts or passwords of other customers.

### UNSOLICITED COMMERCIAL EMAIL/SPAMMING/MAILBOMBING

The Customer shall not use the Services to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one or more recipients. Unsolicited commercial e-mail messages, series of unsolicited commercial e-mail messages and/or large attachments sent to one or more recipients are prohibited. In addition, "spamming" or "mail bombing" is prohibited. Use of the service of another Provider to send unsolicited commercial email, spam or mail bombs, to promote a site hosted on or connected to the Services or any of ICE's equipment, systems,

networks, or other facilities, is similarly prohibited. Likewise, the Customer shall not use the Services to collect responses from mass unsolicited e-mail messages. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. ICE has no obligation to forward the complaint to the Customer or to identify the complaining parties.

### **SPOOFING/FRAUD**

The Customer is prohibited from intentionally or negligently injecting false data into the Services or any networks or systems related to or connected to the Services, including but not limited to bad routing information (the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

The Customer shall not use the Services to send, or attempt to send, e-mail messages or transmit any electronic communications using a name or address of someone other than such Customer. Any attempt to use the Services to impersonate someone else by altering source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, deceive, forge or otherwise falsify the Customer's identity in connection with use of the Services is prohibited.

### **USENET POSTINGS**

All postings to USENET groups related to or in connection with the Services shall comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by ICE in its sole discretion) frivolous, unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy and publicity rights, abusive, inflammatory, or otherwise objectionable, including being excessive or repetitious, is likewise prohibited.

### **FAILURE TO ABIDE BY THIRD-PARTY PROVIDER POLICIES**

The Customer shall not violate the rules, regulations, or policies that apply to any Provider's network, server, computer database, website or service that the Customer accesses.

### **CUSTOMER COLOCATION**

Any Customer utilizing Services at ICE Data Services Limited's European Liquidity Centre located in Basildon, United Kingdom must comply with the European Liquidity Centre Colocation Operating Policies located [here](https://www.theice.com/publicdocs/IGN_European_Liquidity_Center_Operating_Policies.pdf):  
[https://www.theice.com/publicdocs/IGN\\_European\\_Liquidity\\_Center\\_Operating\\_Policies.pdf](https://www.theice.com/publicdocs/IGN_European_Liquidity_Center_Operating_Policies.pdf).

Any Customer utilizing Services at the ICE Chicago Colocation Center located in Cermak, Chicago, United States must comply with the ICE Chicago Operating Policies located [here](https://www.theice.com/publicdocs/IGN_Chicago_Colocation_Operating_Policies.pdf):  
[https://www.theice.com/publicdocs/IGN\\_Chicago\\_Colocation\\_Operating\\_Policies.pdf](https://www.theice.com/publicdocs/IGN_Chicago_Colocation_Operating_Policies.pdf).

Any Customer utilizing Services at the US Liquidity Center at Mahwah, New Jersey, United States must utilize such Services in compliance with the USLC Colocation Service Policies and any other applicable policies and may not utilize the Services in any manner not contemplated by the rules of the New York Stock Exchange, NYSE American, NYSE Arca, NYSE Chicago and NYSE National.

## **OTHER PROHIBITED ACTIVITIES**

The following activities, without limitation, are also prohibited:

- (a) Any attempt to circumvent, alter or reverse engineer any processes, procedures, protocols, algorithms and or applications utilized in the provision of or use of the Services.
- (b) Any attempted transmission of files containing a computer virus or corrupted data via the Services or related to or otherwise in connection with the Services.
- (c) Any advertising, transmission, distribution, retrieval, storage or otherwise making available any software, program, product, or service that is designed to violate this Policy, including, without limitation, the facilitation of the means to deliver unsolicited commercial email.
- (d) Any use of the Services in excess of any limitations that have been established by ICE, including, but not limited to, specified bandwidth limitations.
- (e) Any activity that disrupts, degrades, harms or threatens to harm the Services or ICE's network or other systems, or the equipment, services or networks of any other party including, without limitation, viruses, "Trojan horses", worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, intercept or seize any system, program, data or personal information.
- (f) Any other inappropriate activity or abuse of the Services (as determined by ICE in its sole discretion), whether or not specifically listed in this Policy, shall result in suspension or termination of the Customer's access to or use of the Services.

This listing of prohibited activities is not exhaustive, and ICE reserves the right to determine that any conduct that is or could be harmful to ICE, ICE's customers, ICE's Providers or the financial markets, is in violation of this Policy and to exercise any or all of the remedies contained in this Policy.

## **RESPONSIBILITIES OF CUSTOMER**

### **SECURITY AND CONTENT**

The Customer is solely responsible for maintaining the security of its network, software, programs, product, services, equipment and applications. The Customer agrees to immediately notify ICE of any unauthorized use of the Services or any other breach of security known to the Customer. If the Customer becomes aware of any violation of this Policy by any person, the Customer is required to notify ICE promptly. The Customer shall be solely responsible for any information or material it maintains, transmits, downloads, views, posts, distributes, or otherwise accesses or makes available on, through, using or in connection with the Services.

## IMPENDING SECURITY EVENT NOTIFICATION

The Customer is responsible for notifying ICE immediately if the Customer becomes aware of an impending event that may negatively affect the Services. This includes extortion threats that involve threat of “denial of service” attacks, unauthorized access, or other security events. The Customer shall cooperate with ICE in investigating, preventing, or correcting any actual or apparent breach of this Policy.

## CONFIGURATION

The Customer is responsible for configuring its own systems to provide the maximum possible accountability and industry-standard security features. ICE shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by ICE.

The Customer is responsible for educating itself with regard to standard financial industry practices for system security. Should the Customer’s system be violated and such violation could impact the Services, the Customer is responsible for reporting the violation to [ICEDataServices-CommercialConnectivityReview@ice.com](mailto:ICEDataServices-CommercialConnectivityReview@ice.com) and fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) server, the Customer is responsible for re-configuring the system to stop the abuse. Irrespective of any items to the contrary in any agreement between the Customer and ICE, ICE reserves the right to audit the Customer and to take all appropriate actions to ensure compliance with all requirements of this Policy.

## PRIVACY

ICE makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information the Customer transmits via the Services or over any network, including any data or information transmitted via any server designated as secure.

## COMPLAINTS AND CONTACT INFORMATION

Where ICE notifies the Customer of complaints received by ICE regarding an alleged violation of this Policy, the Customer agrees to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. ICE may inform the complainant that the Customer is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall identify a representative for the purposes of receiving such communications.

Any complaints regarding prohibited use or other abuse of the Services, including violations of this Policy, should be sent to [clientnetworks@ice.com](mailto:clientnetworks@ice.com). Please include all applicable information that will assist ICE in investigating the complaint, including all applicable headers of forwarded messages.

If the Services are experiencing live attacks, Customers should call into the ICE Services Help Desk to submit a complaint as quickly as possible:

- US: +1 770 661 0010 | Option 1
- Europe: +44 203 808 6638 | Option 1
- APAC: +61 3 8593 5999 | Option 1



Should they need immediate attention, the Customer should describe the urgency of the situation. If the Customer is unsure whether any contemplated use or action is permitted, please submit questions or comments to ICE at [clientnetworks@ice.com](mailto:clientnetworks@ice.com).

### DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If the Customer believes that their copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Services, please notify ICE’s Designated Copyright Agent, as set forth in the Digital Millennium Copyright Act of 1998 (“DMCA”).

For a complaint to be valid under the DMCA, Customer must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that Customers claims is being infringed;
3. Identification of the material that is claimed to be infringing and where it is located;
4. Information reasonably sufficient to permit ICE to contact Customer, such as their address, telephone number, and e-mail address;
5. A statement that Customer has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury that the above information is accurate, and that Customer is the copyright owner or are authorized to act on behalf of the owner.

**ICE Designated Agent - All written notices should be sent to the following Designated Agent:**

<b>Designated Agent</b>	<b>Address</b>	<b>Phone</b>	<b>E-mail</b>
General Counsel, Intercontinental Exchange, Inc.	Address of Designated Agent: 5660 New Northside Drive 3rd Floor Atlanta, GA 30328	+1 770 857 4700	<a href="mailto:abuse@ice.com">abuse@ice.com</a>