

CME Terms of Use

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- 13. Unauthorized Access.** Access to and use of the Website is restricted to authorized users only. Unauthorized 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 most current address on record. CME 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 CME by email at Legalnotices@cmegroup.com, or certified or registered mail, return receipt requested, to Chicago Mercantile Exchange Inc., 20 South Wacker Drive, Chicago, IL 60660, to the attention of the General Counsel.

- 15. Modification of Terms.** CME 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 CME 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 (20) days after CME 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 CME. 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. These Terms of Use and your use of the Website shall be governed by the internal laws of the State of Illinois, and the federal laws of the United States, without regard to conflicts of laws principles. 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 American Arbitration Association in accordance with its Commercial 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 Chicago, Illinois. The arbitration shall be in English and shall be governed by the laws of the State of Illinois. The Parties acknowledge that a material breach relating to certain provisions of this Terms of use may, by its gravity or nature, cause immediate or irreparable injury to the other Party that cannot be adequately compensated for in damages. 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 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 unauthorized user there are no time limitations with respect to any action brought by CME other than the applicable statute of limitations.