

Trading Simulation Terms and Conditions

Last Updated: June 22, 2022

This agreement ("Agreement") sets out the terms on which Chicago Mercantile Inc. ("CME"), a Delaware corporation having its principal place of business at 20 South Wacker Drive, Chicago, Illinois, 60606, will provide you ("User" or "you") with access to CME's trading simulation platform, including the features and services made available through the platform and the site that hosts the platform (the "Platform") and governs your use of the Platform which will be solely for the purposes of participating in the trading simulation offered by a third party provider ("Company"). BY ACCESSING THIS PLATFORM IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THE SITE HOSTING PLATFORM, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO CME, YOU AGREE TO AND ARE BOUND BY THIS AGREEMENT, POLICIES AND NOTICES CONTAINED ON THIS PAGE, INCLUDING, BUT NOT LIMITED TO, CONDUCTING TRANSACTIONS ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF ILLINOIS LAW.

1. **General Terms.** This Agreement will govern User's access to and use of the Platform. CME may amend the terms of this Agreement at any time by posting amendments on the Platform and any such amendments will be prospectively binding on User. By using the Platform you represent that you are capable of entering into a binding agreement, and that you agree to be bound by this Agreement. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. In addition, when using particular services, such services may be subject to additional terms and conditions by CME or third parties, including the Company's terms related to trading simulations, which may be posted from time to time.

2. **Trading Simulation.** User acknowledges and agrees that the Platform is provided solely as a technology platform and that the trading simulation is being provided by Company, which is exclusively liable for the trading simulation accessible through the Platform. You acknowledge that CME has no responsibility with respect to the administration or operation of any simulation provided through the Platform, and User hereby releases and holds harmless CME, its affiliates, and their respective parents, subsidiaries, officers, employees, contractors, agents, licensors and members (collectively, "CME Entities") from any claims, damages or expenses arising out of, or relating to any such simulation, including from any claim that the Platform caused, calculated or otherwise generated incorrect or any other results.

3. **CME Content.** Content on this Platform is provided by CME or its licensors, including graphics, photographs, images, text, digitally downloadable files, data, trademarks, trade dress, logos, any other content or information, and the compilation of the foregoing ("CME Content") is the property of CME and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

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4. **Use of the Platform.** (a) You will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful, invasive of the privacy of another person, abusive, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by CME; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect, store, or post any content that (i) contains personal information about other users or any individual, (ii) violates the privacy/publicity of any other individual or entity, or (iii) contains anything that you are under a contractual obligation to keep private or confidential; (d) you will not use the Platform for any commercial purpose not expressly approved by CME in writing; (e) in connection with the Platform, you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not impersonate any person or organization, including without limitation, the personnel of CME, or misrepresent an affiliation with another person or organization; and (g) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of the Platform, any computer software or hardware, or telecommunications equipment. You are further prohibited from (h) using any data mining, crawlers, spiders, robots or similar data gathering, scraping or extraction methods in connection with the Platform; (i) using the Platform on behalf of any third party or otherwise acting as an intermediary between CME and any third party; (j) any other activity CME may communicate to you from time to time.

You further understand and agree that you have no ownership rights in any account you may have with CME, or other access to the Platform or features therein. CME may cancel your account and delete all content therein, including any content or information provided by or on your behalf or associated with your account and/or use, at any time, and without notice, if CME deems that you have violated this Agreement, the law, or for any other reason. CME assumes no liability for any information removed from the Platform, and reserves the right to permanently restrict access to the Platform or a user account.

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6. **Representations and Warranties.** User represents and warrants that its access to and use of the Platform and CME Content and any other materials therein will be in accordance with all applicable federal, state, and local laws, regulations, orders, treaties and any other contractual or binding commitments applicable to User.

7. **User Acknowledgements.** User acknowledges that CME may, in its sole discretion, with or without cause, temporarily or permanently cease to provide the Platform. User acknowledges and agrees

that its access to and utilization of the Platform may be monitored by CME for its own lawful and compliance purposes.

User acknowledges that CME does not guarantee continuous, uninterrupted or secure access to the Platform and any of the material thereon and acknowledges that any electronic system may be subject to: interruption; interference; blackout; failure; systems or service unavailability or failure; hardware or software malfunction or failure; interception by third parties; unauthorized access; theft; modification or inaccuracy. User further acknowledges that the reliability, availability, performance and other aspects of the Internet are beyond CME's reasonable control.

8. **Platform.** CME may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent your use of this Platform with or without notice to you. You agree that you do not have any rights in this Platform, including any content or information available through the Platform, including but not limited to the CME Content and trading simulations by Company, and that CME will have no liability to you if this Platform is discontinued or your ability to access the Platform or any content you may have posted on the Platform is terminated. All restrictions hereunder, all rights granted by you, and all disclaimers and limitations of liability will survive any termination or expiration of this Agreement. Without limiting the generality of terms under this paragraph, CME may immediately terminate this Agreement in the event that CME has reasonable cause to believe that User may breach any of the terms of this Agreement. User shall be fully liable for any third party it permits or allows to use the Platform.

9. **Indemnification.** User shall indemnify, defend, on demand, and hold harmless CME and CME Entities, including their respective contractors and subcontractors from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs and expenses (including reasonable attorney's fees) relating to your violation of this Agreement, or any violations thereof by your dependents or any claims arising from the use of any information or content you submitted, posted, or otherwise provided to CME, Company or the Platform.

10. **Third-Party Content and Sites.** The Platform may hyperlink to sites not maintained by or related to CME. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Platform or CME, and CME makes no representations or warranties about the content, completeness, or accuracy of those third-party sites. Information you submit at a third-party site, including any site of Company, accessible from this Platform is subject to that site's terms and conditions and privacy policy, and CME has no control over how your information is collected, used, or otherwise handled.

11. **Assignment; Waiver.** No waiver by CME of any default by you in the performance of any provisions of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character. This Agreement may not be assigned by User without CME's express written consent.

12. **Venue and Governing Law.** Each party hereby consents to the jurisdiction of any federal or state court located in Chicago, Illinois with respect to any dispute or action arising from this Agreement and agrees that this Agreement shall be governed and construed in all respects by the laws of the State of Illinois, without giving effect to conflicts of law principles. YOU MAY ONLY BRING CLAIMS IN YOUR INDIVIDUAL CAPACITY ON YOUR OWN BEHALF, AND NOT IN ANY REPRESENTATIVE CAPACITY OR ON BEHALF OF ANY CLASS OR PURPORTED CLASS, AND NO DISPUTE OR CLAIM YOU COMMENCE HEREUNDER MAY BE JOINED WITH OR INCLUDE ANY CLAIMS BY ANY OTHER PERSONS. EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL. DO NOT USE THIS PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING.

13. **Severability.** If any provision of this Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

14. **User Data.** On certain areas of the Platform, you may be given the ability to provide personally identifiable information. Please read [CME's Privacy Policy](#) for more information about CME's information collection and use practices.