

Trading Simulation Facilitator - Terms and Conditions

Last Updated: June 23, 2022

If you or your company has signed the Trading Simulation Services Agreement (“TCSA”), that TCSA shall control and govern your usage of CME’s trading simulation platform. You further agree to all of the terms of the EULA to CME’s trading simulation platform available www.cmegroup.com/education/trading-challenge/files/facilitator-EULA.pdf

Otherwise, 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 (“Facilitator” 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 you on behalf of your educational institution (“University”). 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 ON BEHALF OF UNIVERSITY 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 Facilitator's and University'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 Facilitator and University. By using the Platform you represent that you are capable of entering into a binding agreement on behalf of yourself and University, and that you and University 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.

2. **Trading Simulation.** Facilitator acknowledges and agrees that the Platform is provided solely as a technology platform and that the trading simulation is being provided by Facilitator and University, and that you and University are 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 Facilitator and University 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.

Facilitator and University shall use this Platform solely to provide a trading simulation to its students in Facilitator’s class situated in the United States (or other jurisdiction that CME specifically states in writing (e-mail to suffice) to Facilitator as being acceptable). Such trading simulation shall not be used in any way where a prize is awarded or where any grades are determined by any outcome in such trading simulation. The trading simulation provided to Facilitator and University under this Platform shall be used solely for educational purposes.

CME may require participants in the trading simulation (“Users”) to enter into an end user license agreement (“EULA”) with CME to access the Platform. Facilitator and University shall provide all

reasonable assistance to CME in connection with such EULA, including without limitation providing such EULA and requiring its users to agree to the terms therein.

Facilitator and University shall be fully liable and responsible for all aspects of the trading simulations, including, without limitation, administering and managing the trading simulations; drafting terms and conditions through counsel expert in the area to confirm compliance with applicable laws including but not limited to gambling and/or financial promotion laws and regulations; complying with all applicable registration, bonding or other requirements; securing all the necessary rights, clearances, and permissions in connection with the promotion of the trading simulations; filing any and all documents required under applicable laws; conducting the trading simulations in compliance with the applicable terms and conditions; securing and keeping confidential all information collected in connection with the trading simulations in accordance with applicable laws, regulations, privacy policies and any other applicable, lawful disclosures.

Facilitator and University warrant and covenant that the terms and conditions and all websites and any other platforms where the trading simulator is offered will clearly and conspicuously contain a disclosure stating that CME is not responsible for the trading simulation and releasing CME and its Indemnitees from any and all liability associated with the trading simulation and any acts or omissions of Facilitator and/or University in connection therewith.

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.

You agree not to download, display or use any CME Content for use (a) in any publications, (b) in public performances, (c) on websites other than this Platform or for any other commercial purpose, (d) in connection with products or services that are not those of CME, (e) in any other manner that is likely to cause confusion among consumers, that disparages or discredits CME and/or its licensors or their respective products or services, that dilutes the strength of CME's or its licensors' intellectual property, or that otherwise infringes CME's or its licensors' intellectual property rights and/or (f) in any manner not explicitly permitted under these Terms and Conditions. You further agree to in no other way misuse any CME Content or third-party content that appears on this Platform.

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 Facilitators 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.

Your use of the Platform will also be subject to the following conditions: (a) no prize is awarded as part of any trading simulation, (b) it is run exclusively for students in your class and not open to the public or anyone outside of your class, (c) it is not publicly promoted in any way, (d) there is no promotion of CME or its affiliates' products or services and (e) this Agreement must remain in place and each User must have accepted the terms of the EULA in order to participate.

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 Facilitator account.

You represent and warrant that you own all content and information submitted, displayed, published or posted by you on or through the Platform, and grant CME and their respective designees the right to use all such content and information for its respective business purposes. You further warrant that you have the right to grant the license set forth herein, and the use, display, publishing or posting of any such content or information you submit, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person.

5. Disclaimers and Limitation of Liabilities. CME makes no representations about the reliability of the features of this Platform, the CME Content, or any other information or element of the Platform, and disclaims all liability in the event of any service failure or error. CME Group does not represent that the use of the Platform is appropriate for use or permitted in any jurisdiction or country where such use or distribution would be contrary to any applicable law or regulation. You and University acknowledge that any reliance on such material or systems or use of the Platform will be at your own risk. CME makes no representations regarding the amount of time that any CME Content or any other information on the Platform will be preserved. CME makes no representation or warranties that any material, images, applications or files obtained from or through the Platform are free from computer viruses or other faults or defects. It is your responsibility to take customary precautions against computer viruses and/or concerning inaccuracies, typographical errors or other defects on the Platform or applications or material available on or through the Platform. You and University agree to use this Platform, applications and functions at your own risk.

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ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

6. **Representations and Warranties.** Facilitator and University represent and warrant 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 Facilitator and/or University, including without limitation gambling and/or financial promotion laws or regulations..

7. **Facilitator and University Acknowledgements.** Facilitator and University acknowledge that CME may, in its sole discretion, with or without cause, temporarily or permanently cease to provide the Platform. Facilitator and University acknowledge that its access to and utilization of the Platform may be monitored by CME for its own lawful and compliance purposes.

Facilitator and University acknowledge 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. Facilitator and University further acknowledge 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 University, 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 Facilitator or University may breach any of the terms of this Agreement. Facilitator and University shall jointly and severally be fully liable for any third party it permits or allows to use the Platform.

9. **Indemnification.** Facilitator and University 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, University 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 Facilitators and University 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 University, 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 Facilitator or University 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. **Facilitator and University 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.