

## CME Website Terms of Use

Last updated 1/31/2025

- 1. Acceptance of Terms.** These terms of use are entered into between you and Chicago Mercantile Exchange Inc. ("CME," "we," "our," 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 <https://www.cmegroup.com>, including any content, functionality offered through or on [www.cmegroup.com](https://www.cmegroup.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. If you do not agree to these Terms of Use, do not access or use the Website.
- 2. IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION. BY ACCESSING OR USING THE WEBSITE AND ACCEPTING THESE TERMS OF USE, YOU AND WE ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN US ARISING OUT OF OR RELATING TO (A) YOUR ACCESS OR USE OF THE WEBSITE OR (B) THE TERMS OF USE THROUGH A DISPUTE RESOLUTION PROCEDURE DESCRIBED IN SECTION 21 BELOW. YOU AND WE WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE REVIEW CAREFULLY SECTION 21 TITLED "INFORMAL DISPUTE RESOLUTION PROCEDURE, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER" BELOW FOR DETAILS REGARDING THIS DISPUTE RESOLUTION PROCEDURE.**
- 3. Systems and Services.** "Systems" are any of the existing and future electronic systems, applications, APIs and platforms through which CME and its affiliates make the Services available to you including, without limitation, Globex, CME Direct, CME One, Straight-Through Processing, CME Enterprise Fee System ("EFS") and ClearPort. "Services" are any of the existing and future services offered to you by CME 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. You may be required to create an account and specify a password in order to use certain Services and/or Systems. To create an account, you must be at least 18 years old and provide truthful and accurate information about yourself.
- 4. Updates.** CME 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 the Website altogether but we are under no obligation to update the Website.
- 5. Violations.** We may disable any user name, password, or other identifier, whether chosen by you or provided by us, or modify, suspend or terminate operation of or access to the Website, or any portion of the Website, 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.
- 6. 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 unauthorized access to or

use of your user name or password or any other breach of security; (iii) periodically change your password; (iv) log out after each session; (v) install the most recent security patches and updates for your web browser; and (vi) not alter, corrupt, hack, or violate any computer code affecting the security and access controls of the Website.

7. **CME Reliance on Information You Submit as True, Complete and Accurate.** CME relies upon the information you submit via the Website or Systems for its regulatory and reporting requirements. You therefore agree to submit only true, complete, and accurate information to CME at all times. Should the information you provide become outdated or inaccurate it is incumbent upon you to advise appropriate CME staff so it can be updated.
8. **Restrictions.** You agree that:
  - (i) Your usage of the Website will not violate any laws or interfere with the Website or any features on the Website.
  - (ii) You may not upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage or interfere with the Website or that infringes the intellectual property rights of another.
  - (iii) You may not use the Website for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of CME or others.
  - (iv) You may not take any malicious action that imposes a large load on the infrastructure of the Website or any networks connected to the Website.
  - (v) You may not attempt to gain unauthorized access to any portion or feature of the Website, or any networks connected to the Website or to any CME infrastructure.
  - (vi) Your use of any data, databases, directories content, information or materials (including associated metadata) on the Website in any manner for any machine learning and/or artificial intelligence, including without limitation for the purposes of training, coding, or development of artificial intelligence technologies, tools, or solutions or machine learning language models, or otherwise for the purposes of using or in connection with the use of such technologies, tools, or models to generate any information, material, data, derived works, content, or output is expressly prohibited.
9. **Privacy.** To access the Website or some of the resources they offer, you may be asked to provide certain 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. You can edit any of your personal information or preferences in your [Profile](#). 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 Notice located at the [Privacy Center](#). You also may have certain rights in relation to the information we collect under applicable law as set out in our Privacy Notice.
10. **Rules.** Your use of the Website is subject to the rules contained within the applicable rulebook located at <https://www.cmegroup.com/market-regulation/rulebook.html> ("Rules").
11. **Links to Third Party Sites.** If the Website contains 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 for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**12. Proprietary Rights.** The Website and their 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 CME, its licensors, or other providers of such material and are protected by United States and 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, CME grants to you a personal, nonexclusive, limited, revocable, non-transferable, non-sublicensable license to use the Website. Except as expressly authorized by CME, you agree not to sell, copy, distribute, or create derivative works based on the Website, in whole or in part.

**13. Copyright Infringement Claims.** We respect the intellectual property rights of others, and require that the people who use this Website do the same. CME is registered as a service provider with the United States Copyright Office. If you believe that your work has been copied in a way that constitutes copyright infringement, you may send a notification of the claimed infringement to CME's Designated Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) (the "DMCA"), named below:

Joseph V. Norvell  
Norvell IP LLC  
P.O. Box 2461  
Chicago, Illinois 60690  
Phone: 888-315-0732  
Email: dmca@norvellip.com

Pursuant to the DMCA, your notification must include:

- i. Your name, address, telephone number, and email address;
- ii. Identification of the copyrighted work that you claim has been infringed;
- iii. Identification of the precise location where the alleged infringing material is located, such as the URL or other location of the materials claimed to be infringing;
- iv. A statement by you, the complaining party, that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- v. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- vi. An electronic or physical signature of the owner of the copyright, or a person authorized to act on behalf of the owner of the copyright.

CME has adopted a policy to identify users who have repeatedly been the subject of infringement claims. As part of this policy, CME may in its sole discretion suspend, disable, and/or terminate services provided to or the accounts of users who have been identified as repeat infringers, or for any other related reasons as determined by CME.

**14. Disclaimer of Warranties.** NEITHER CME NOR ANY AFFILIATE OF CME (EACH A "CME GROUP ENTITY") NOR ANY 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 WITH RESPECT TO THE WEBSITE AND EACH HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE NON INFRINGEMENT, QUALITY OF THE WEBSITE OR ITS MERCHANTABILITY AND 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 ON THE WEBSITE; AND (II) THE WEBSITE MAY, FROM TIME TO TIME, BE TEMPORARILY UNAVAILABLE. YOUR SOLE REMEDY AGAINST CME FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

15. **Exclusion of Incidental, Consequential, and Certain Other Remedies.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL ANY CME GROUP 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 INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING UNDER THESE TERMS OF USE, EVEN IF CME HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO CME'S ERROR, OMISSION, OR NEGLIGENCE.
16. **Limitation of Liability and Remedies.** TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO CIRCUMSTANCES SHALL ANY CME 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 UNAUTHORIZED ACCESS TO OR MISUSE OF THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY CME GROUP ENTITY OR ANY PARTICIPATING EXCHANGE OR ANY OF THEIR RESPECTIVE RELATED PARTIES HEREUNDER EXCEED THE LESSER OF: (A) THE FEES PAID TO CME BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIFTY US DOLLARS (\$50), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THIS LIMITATION SHALL SURVIVE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THESE TERMS OF USE.
17. **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.
18. **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.

19. **Modification of Terms.** CME may, in its sole discretion, change or update these Terms of Use at any time with or without notice to you. Your continued use of the Website after any such changes to these Terms of Use will indicate your acceptance of the amended Terms of Use.
20. **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 these Terms of Use. The failure of either party to exercise any right or remedy under these Terms of Use or at law shall not prevent any further exercise of that right or remedy. You may not assign these Terms of Use without the prior written consent of CME. If any part, term or provision of these Terms of Use is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Terms of Use 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 Terms of Use is English and all obligations under and communications relating to the Terms of Use shall be conducted in English.
21. **Informal Dispute Resolution Procedure, Arbitration Agreement, and Class Action Waiver.** Any controversy or claim arising out of or relating to (a) your access or use of the Website; or (b) these 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 (“Arbitration Agreement”) 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. If a party has a dispute that the parties cannot resolve and such party wishes to pursue arbitration, such party must first send an individualized Notice of Dispute to the email of the other party specified under Section 18 (Notices) above. The Notice of Dispute must contain the name, address, and contact information of the party giving notice, the specific facts giving rise to the dispute and the relief requested, including damages, if any, and a detailed calculation for them. Your Notice of Dispute also must contain your email address and (if different) the email address associated with your CME Group account, if you have one. Our Notice of Dispute must also be sent to your email address associated with your CME Group account, if you have one, and you consent to receive any such Notice of Dispute as part of these dispute resolution terms. You and we must include in any Notice of Dispute to each other a personally signed statement (from you or us—not from your or our counsel) verifying the accuracy of the contents of the Notice of Dispute, and if you are represented by counsel, your signed statement authorizing CME to disclose any information regarding your access or use of the Website to your attorney while seeking to resolve your claim. We each must individualize our Notice of Dispute, meaning it can concern only our dispute and no other person’s dispute. After receipt of a Notice of Dispute, the parties shall engage in a good faith effort to resolve the dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the completed Notice of Dispute, the recipient may request an individualized telephone or video settlement conference and both parties will personally attend (with counsel, if represented). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually convenient time and to seek to reach a resolution. If you and we do not reach an agreement to resolve the issues identified in the

Notice of Dispute within 60 days after the completed Notice of Dispute is received (or a longer time if agreed to by the parties), you or we may commence an arbitration proceeding as described above. Any party disputing the enforceability of any portion of this Section 21 must bring such a claim in federal or state court. Courts shall have the exclusive authority to determine (i) whether any provision of this Arbitration Agreement should be severed and the consequences of said severance, (ii) the enforceability of any or all of the procedures set forth in this Section 21, and (iii) whether you and we have complied with the conditions precedent to arbitration set forth in this Section 21. Class action lawsuits, class-wide arbitrations, private attorney-general actions, requests for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. The parties acknowledge that a material breach relating to certain provisions of these Terms of Use may, by its gravity or nature, cause immediate or irreparable injury to CME that cannot be adequately compensated for in damages. Accordingly, notwithstanding anything to the contrary in these Terms of Use, in the event of any such material breach and in addition to all other remedies available herein, CME may seek 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.