

## Rules on Internet Data Use

# "Click-on" Agreement for Non-Professionals

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### Non-Professional Subscriber Definition (sample text)

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For legal reasons, in order to proceed, please click on the box below to confirm that SIX Swiss Exchange and Scoach Switzerland market data (the "information") will be used for non-professional purposes as defined below.

1. **DEFINITION OF "NON-PROFESSIONAL SUBSCRIBER"** – "Non-Professional Subscriber" means any natural person who uses market data for the purpose of managing the Subscriber's personal investments on a private basis ("Private Use") and not for any business purpose or for the purpose of giving advice to any other person. A Non-Professional Subscriber shall not:
  - a. contract for, receive or use Information on behalf of any other person or for the account of a third party,
  - b. contract for, receive or use Information that is paid for by any other person or for the account of a third party,
  - c. be a securities broker-dealer, investment advisor (whether registered/qualified or not), trading advisor, member of a securities exchange or association or futures contract market or an owner, partner, or associated person of any of the foregoing,
  - d. be employed or engaged by a bank, an insurance company or other organisation or an affiliate of any such organisation and perform functions related to securities, investment or trading activity,
  - e. be a registered or qualified trader with the SIX Swiss Exchange or Scoach Switzerland or any other securities exchange or association.
2. **CERTIFICATION** – SIX Swiss Exchange and Scoach Switzerland require the identification of each User as Professional or Non-Professional. By clicking on the following box, the Subscriber certifies that he or she falls under Paragraph 1's definition of "Non-Professional Subscriber" and that his or her self-assessment as a Subscriber is truthful and accurate.

**ACCEPTED AND AGREED:** I, the Subscriber to whom the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby express my assent to, and my agreement to comply with, those terms and conditions by clicking on the following box:

I am a **NON-PROFESSIONAL SUBSCRIBER** and I have read the terms and conditions

I am a **PROFESSIONAL SUBSCRIBER**; I have read the terms and conditions and use the data for other than non-professional purposes as described in Paragraph 1

## **Market-Data Usage Obligations for Distribution to Subscribers**

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**PERMITTED USE** – Prior to entitlement and at least every twelve (12) months thereafter, the members of the contracting party's group are required to obtain written or electronic confirmation from Non-Professional Subscribers that (i) the Subscriber's status and use of Information remain in compliance with this Agreement. In the case of electronic confirmation via the Internet, the above conditions for Non-Professional Subscribers and the definition of "private use" in the aforementioned Paragraph 1 must be displayed in their entirety and explicitly accepted by the Non-Professional Subscriber by clicking.

Written and electronic confirmations of Non-Professional Subscriber status are to be kept by the Contracting Party for a minimum of five (5) years and must be made available upon request to SIX Exfeed, in particular in connection with internal and external audits. SIX Exfeed reserves the right to apply Fees and Charges for Professional Use retroactively where the Contracting Party and/or Non-Professional Subscribers do not comply with the terms of the aforementioned Paragraph 1.