

Website Terms of Use

Effective Date: 08.18.2023

Introduction

The following terms and conditions (collectively, these “**Terms of Use**”), govern your access to and use of www.spectraxe.com and www.spectraxesef.com (the “**Website**”), including any content, functionality, and services offered on or through the Website. These Terms of Use constitute a binding agreement between you and SpectrAxe, LLC (“**SpectrAxe**”, “**we**”, “**us**”, “**our**”, **its**”). Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, and our Cookie Policy. See the “Privacy” section below to view our Privacy Policy and Cookie Policy.

If you do not want to agree to these Terms of Use, our Privacy Policy, and our Cookie Policy please do not access or use the Website.

Purpose of Website

This Website is solely for informational purposes only. None of the content contained on this Website constitutes a solicitation, offer, opinion or recommendation by SpectrAxe to buy or sell any securities or other financial instruments or to provide legal, tax, accounting or investment advice or services regarding the suitability or profitability of any security or investment. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance placed on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

These Terms of Use apply solely to the Website and not to any client services offered by SpectrAxe. For the avoidance of doubt, your use of this Website to access or download any materials will be governed by these Terms of Use, but your use of any SpectrAxe services as a client would instead be governed by agreements to be either a Participant or a Participating Financial Institution of SpectrAxe and any other applicable documentation, and not by these Terms of Use. Your use of this Website solely does not identify you in any way as a client or customer of SpectrAxe.

SpectrAxe is a swap execution facility (SEF) registered with and subject to the regulatory oversight of the CFTC. SpectrAxe’s electronic trading platform is available to “eligible contract participants,” as defined in Section 1a(18) of the Commodities Exchange Act (7 U.S.C. §1a (18)), that meet the eligibility requirements listed in the SpectrAxe Rulebook, and is not available to retail investors.

Use of the Website

By using the Website, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms of Use;
- (2) you are not a minor in the jurisdiction in which you reside;
- (3) you will not access the Website through automated or non-human means, whether through a bot, script or otherwise;
- (4) you will not use the Website for any illegal or unauthorized purpose; and
- (5) your use of the Website will not violate any applicable law or regulation.

Changes to the Terms and our Website

We reserve the right to change, modify, or remove the contents of the Website at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Website without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

We cannot guarantee the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or discontinuance of the Website. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

Privacy

Please review our Privacy Policy at

<https://www.spectraxesef.com/policies>

Please review our Cookie Policy at

<https://www.spectraxesef.com/policies>

Intellectual Property Rights

Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Website (the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Website “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Website, the Content, and the Marks.

Limitation of Liability and Indemnification

In no event will we or our directors, employees, agents, officers, licensors, or service providers be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Website, even if we have been advised of the possibility of such damages.

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all our respective directors, employees, agents, officers, licensors, or service providers, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of, but not limited to:

- (a) a violation of the Terms by you or any other person using your computer (or account);
- (b) your access to and use of the Website;
- (c) a claim that any use of the Website by you or any other person using your computer (or account) infringes any intellectual property rights of any third party, or any right of publicity or privacy, is libelous or defamatory, or otherwise results in injury or damage to any third party;
- (d) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website by you or any other person using your computer (or account);
- (e) any misrepresentation or breach of representation or warranty made by you contained herein; or
- (f) any breach of any covenant or agreement to be performed by you hereunder.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

General Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (4) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

Applicable and Governing Law

These Terms of Use and any matters relating to this Website and these Terms of Use shall be governed by and construed in accordance with the laws of the state of New York, and you irrevocably consent that the courts of the state of New York shall have exclusive jurisdiction to resolve any dispute which may arise in connection with this Website and these Terms of Use.