

# TISE Portal Terms & Conditions

## 1. INTRODUCTION

- 1.1. These TISE Portal Terms and Conditions are referred to in the Agreement between the Contributor and the Authority, under which the Authority will provide the Contributor and its Users with access to, and use of, the Portal. Any such Agreement will continue in effect until terminated by the Contributor or the Authority in accordance with these terms.
- 1.2. The Authority is licensed to operate an investment exchange by the Guernsey Financial Services Commission under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended). The Authority is incorporated in Guernsey under company number 57527 and its registered office is at Helvetia Court, Block B, Third Floor, Les Echelons, St Peter Port, Guernsey GY1 1AR.

## 2. DEFINITIONS

- 2.1. The following terms and expressions shall have the meanings set out below.

<b>Term</b>	<b>Meaning</b>
Agreement	the 'TISE Portal Contributor Agreement';
Agent	an organisation which is authorised by a Member to provide Content on its behalf;
Announcement	an announcement of information by an Issuer to the public displayed by the Exchange on its website;
Authority	The International Stock Exchange Authority Limited, also known as TISEA;
Business Day	any day on which the Exchange is open for business;
Content	certain applications, Announcements, requests, returns, records, reports, accounts, statements, notices, notifications, forms, letters, schedules and other documents;
Contributor	the organisation which is authorised by an Issuer to provide Content on its behalf. A Contributor may be a Member or an Agent;
Exchange	the investment exchange known as The International Stock Exchange, TISE or any previous or successor name, which is operated by the Authority;
Issuer	a company or other legal person or undertaking (including a public sector issuer or an investment vehicle), any of whose securities are or are proposed to be the subject of an application for listing on the Exchange or some of whose securities are already so listed;
Listing Rules	the rules of the Authority governing the listing of securities on the Exchange, as amended from time to time;

Member	a company, partnership or other legal entity which has been admitted to membership of the Exchange;
Membership Rules	the rules of the Authority concerning, inter alia, its requirements for membership of the Exchange, code of conduct, trading, settlement of securities transactions, arbitration and discipline, as amended from time to time;
Portal	the Authority's internet based system for Contributors;
TISE Entities	The International Stock Exchange Group Limited and its wholly owned subsidiary The International Stock Exchange Authority Limited; and
User	an authorised representative of a Contributor who is authorised to access the Portal and, if appropriate, submit Content.

2.2. Words in the singular shall include the plural, and vice versa.

### **3. REGISTRATION**

3.1. The Authority requires all Contributors to sign an Agreement in order to access or otherwise use the Portal.

3.2. Once the Agreement has been approved by the Authority, the Authority will confirm to the Contributor the login credentials and passwords for its Users. Approval of the Agreement is at the sole discretion of the Authority.

3.3. The Contributor shall ensure that the information provided to the Authority during the registration process is true, accurate, current and complete and that such information will be maintained and promptly updated to keep it true, accurate, current and complete.

### **4. SECURITY**

4.1. The Contributor shall ensure that its Users keep their login credentials, passwords and passcodes safe, secure and confidential at all times.

4.2. The Contributor undertakes to notify the Authority immediately if, for any reason, any of its Users know or suspect that their login credentials, passwords or passcodes have been, or may be, used by another person.

### **5. CONTENT**

5.1. The Authority will not accept Content from an organisation which has no Agreement in place with the Authority.

5.2. The Contributor is responsible for the Content and shall use its best efforts and take all reasonable steps to ensure that all Content is complete and accurate, and complies with all applicable Listing Rules, Membership Rules, laws, regulations and market conventions.

5.3. The Contributor acknowledges that the Exchange does not assume any responsibility with respect to the quality, accuracy, timeliness, authenticity, reliability or completeness of any Content submitted by the Contributor or its Users.

5.4. The Contributor acknowledges that the Exchange may from time to time, and in its sole discretion, omit, suspend or vary the information, data, format or position of any Content submitted by the Contributor or its Users.

## **6. USE OF AGENTS**

- 6.1. The Authority will only accept Content provided by an Agent on behalf of a Member where it has received authorisation in respect of the Agent (in a form acceptable to the Authority) from the Member together with a signed Agreement from the Agent.
- 6.2. The Member shall ensure that its Agent(s) comply with the Agreement and shall be liable for the acts and omissions of its Agents in connection with the Agreement.
- 6.3. The Member shall ensure that the details of its Agents are kept true, accurate, current and complete and that the Authority is notified promptly of any changes to such details.

## **7. USE OF THE PORTAL**

- 7.1. The Contributor and its Users agree that by accessing or otherwise using the Portal the Contributor and its Users acknowledge that they have read all of the TISE Portal Terms and Conditions and agree to be bound by them as they exist on the date of use.
- 7.2. The Contributor agrees that it is responsible for the installation, maintenance, and operation of its User's computers, browser and software. The Authority is not responsible for errors or failures from any malfunction of User's computers, browsers or software. The Authority is also not responsible for computer viruses or related problems associated with use of the Portal or any other online system, including but not limited to a failure of the network.
- 7.3. The Contributor agrees and acknowledges that it is responsible for retaining electronic transmissions by printing and/or downloading and saving these TISE Portal Terms and Conditions and any other Content, documents or record submitted via the Portal.
- 7.4. The Contributor and its Users may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Portal or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Portal or its content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Portal.
- 7.5. The Contributor and its Users must not attempt to gain unauthorised access to any Content, portion or feature of the Portal, or any other systems or networks connected to the Portal, or to any of the services offered on or through the Portal, by hacking, password "mining" or any other illegitimate means. The Contributor and its Users may not probe, scan or test the vulnerability of either the Portal or any network connected to the Portal, nor breach the security or authentication measures on the Portal or any network connected to the Portal.
- 7.6. The Contributor and its Users may not reverse look-up, trace or seek to trace any information on any other User of or visitor to the Portal, or any other Content concerning an Issuer for whom the Contributor has not been properly authorised, to its source, or exploit the Portal or any service or information made available or offered by or through the Portal, in any way where the purpose is to reveal any Content or information, including but not limited to commercial or personal information, other than the Contributor's or User's own Content and information, as provided for by the Portal.
- 7.7. The Contributor and its Users agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal or any transaction being conducted on the Portal, or with any other person's use of the Portal.

- 7.8. The Contributor and its Users shall not use the Portal for any illegal or immoral purposes, and will use it in compliance with all applicable Listing Rules, Membership Rules, laws, regulations and market conventions. The Contributor and its Users agree not to use the Portal in a way that may cause the Portal to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Portal is in any way impaired.
- 7.9. Notwithstanding any other provisions of these terms, the Contributor and its Users shall not knowingly:
- 7.9.1. impersonate any Contributor, User, person or entity or misrepresent your affiliation with a Contributor, User, person or entity;
  - 7.9.2. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User;
  - 7.9.3. make available, introduce into or direct to the Portal any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - 7.9.4. interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal;
  - 7.9.5. violate any applicable local, state, national or international laws, rules, regulations or market conventions;
  - 7.9.6. “bookmark/deep link” to any portion of the Portal other than the login page;
  - 7.9.7. use any automatic device, or manual process, to monitor or copy the TISE Entities’ web pages or the Content contained thereon or for any other unauthorised purpose without the TISE Entities’ prior express written permission;
  - 7.9.8. take any action that imposes an unreasonable or disproportionately large load on the TISE Entities’ infrastructure;
  - 7.9.9. publicly display or link to any part of the Portal;
  - 7.9.10. engage in any activity that interferes with any third party’s ability to use the Portal; and/or
  - 7.9.11. assist any third party in engaging in any activity prohibited by these terms.

## **8. MODIFICATION, SUSPENSION AND TERMINATION**

- 8.1. Either party may terminate the Agreement with just cause by written notice to the other party, such termination shall be effective immediately.
- 8.2. Where the Authority considers that there are reasonable grounds, it reserves the right to, at any time suspend or terminate, temporarily or permanently, a Contributor’s or User’s access to the Portal and the Authority’s obligations under the Agreement without prior notice and without providing reasons. The Contributor agrees to indemnify and hold harmless the Authority, its affiliates, directors, employees and agents against any reasonable loss, liability

or cost to the Contributor or third parties arising as a result of or in connection with such action being taken. Upon suspension or termination (for whatever reason) of the Agreement by the Authority all rights granted under the Agreement to the Contributor shall cease.

- 8.3. The Authority will aim to ensure that the Portal is continuously available and that any unavoidable down time is scheduled to be outside of Exchange opening hours. If the service is interrupted the Authority will restore it as soon as reasonably possible. Where the service is disrupted, it is the Contributor's responsibility to contact the Authority and make alternative arrangements to comply with any specified time limits regarding the provision of Content.
- 8.4. The Authority reserves the right to, at any time, suspend, modify or discontinue, temporarily or permanently, any portion of the Portal and the Authority's obligations under the Agreement or TISE Portal Terms and Conditions without prior notice and without providing reasons. The Contributor agrees that the Authority will not be liable to the Contributor or any third party for any suspension, modification or discontinuance.
- 8.5. While the Authority may make the Portal available for a number of platforms, the Authority will not be required to make, and is not responsible for making, the Portal available on more than one platform (chosen at the Authority's sole discretion) and will not necessarily make the Portal available on a majority of or all platforms.
- 8.6. Termination of the Agreement shall not affect the accrued rights and obligations of the parties as at the time of termination.

## **9. WARRANTIES AND LIMITATION OF LIABILITY**

- 9.1. The use of the Portal by the Contributor and its Users is entirely at the Contributor's own risk. The Portal is provided on an "as is" and "as available" basis.
- 9.2. The Authority does not, and has not, provided any warranties to the Contributor regarding the Portal. The Contributor agrees that the Authority has disclaimed all warranties of any kind, whether express or implied, to the fullest extent allowable by applicable Guernsey and for any other relevant law.
- 9.3. The Authority, its affiliates, directors, officers, employees and agents will not be liable, to the Contributor, its Users or anyone else, for:
  - 9.3.1. any disruption or failure to make the Portal available. The Authority has no responsibility or liability for the deletion or accuracy of any information, form or documents submitted through the Portal or the information, forms or documents provided to the Authority by you whether on your own behalf or behalf of another person;
  - 9.3.2. any failure to store, transmit, or to receive transmission of information, documents or forms, or the security, privacy, storage, or transmission thereof however such failure arises; or
  - 9.3.3. any loss of data or any loss associated or arising out of such loss however such loss arises.
- 9.4. The Contributor will keep indemnified and hold the Authority, its affiliates, directors, officers, employees and agents harmless from any reasonable loss, including indirect and consequential losses, to itself or third parties arising from or due to:

- 9.4.1. use of the Portal whether on its own behalf or on behalf of another person;
  - 9.4.2. someone else using a User's login credentials, password or access, whether with or without the Contributor's or User's knowledge; or
  - 9.4.3. loss of data or information provided by a Contributor or User, whether on its own behalf or on behalf of another person.
- 9.5. The Contributor agrees to be fully responsible for (and fully indemnify and hold harmless the Authority against) all reasonable claims, liability, damages, losses, costs and expenses (including legal fees and expenses) suffered by the Authority and arising out of or in connection with any breach of the Agreement or TISE Portal Terms and Conditions by the Contributor or its Users and any other liabilities arising out of its use of the Portal, or the use by any other person accessing the Portal using the login credentials, password or account of its Users.
- 9.6. The Contributor agrees that in no event shall the Authority, its affiliates, directors, officers, employees or agents be liable to the Contributor or anyone else for any loss or damages, including direct, special, incidental, indirect, consequential, exemplary or punitive, whether or not reasonably foreseeable or if the Authority has been advised of the possibility of such loss or damage or based upon any theory of liability, including loss of profits, goodwill, use, data, other intangible loss, breach of contract, warranty, negligence or other tortious action, or any other claim arising out of or in connection with the Contributor's or its User's use of or access to the Portal, howsoever arising, including but not limited to:
- 9.6.1. the use of, or the inability to use, the Portal;
  - 9.6.2. unauthorised access to or alteration of the Contributor's or its User's transmission or data; or
  - 9.6.3. any other matter relating to the Portal.

## **10. INTELLECTUAL PROPERTY**

- 10.1. The Contributor acknowledges that the TISE Entities own all rights, title and interest in and to the Portal.
- 10.2. The names, images and logos identifying the TISE Entities or third parties and their products and services are subject to copyright, design rights and trademarks of the TISE Entities and/or third parties. Nothing contained in these TISE Portal Terms and Conditions or the Agreement shall be construed as conferring by implication or otherwise any licence or right to use any trademarks, patent, design right or copyright of the TISE Entities or any other third party.

## **11. GENERAL**

- 11.1. The TISE Entities will collect, process and retain data provided by the Contributor and its Users in accordance with the privacy statement which can be located at [www.tisegroup.com/legal/privacy-statement](http://www.tisegroup.com/legal/privacy-statement)
- 11.2. If there is any conflict between the Agreement, TISE Portal Terms and Conditions the Listing Rules or Membership Rules then the relevant Listing Rules or Membership Rules shall prevail.
- 11.3. If any of these terms or conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which they are intended to be

effective, then to the extent and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

- 11.4. The Authority may revise, amend and/or update the TISE Portal Terms and Conditions as necessary from time to time and without prior notice.
- 11.5. The headings in the Agreement and TISE Portal Terms and Conditions are for convenience only and shall not affect the interpretation of any term.
- 11.6. Neither party may assign or purport to assign or transfer a right or obligation under the Agreement or the TISE Portal Terms and Conditions without the prior written consent of the other party.
- 11.7. The parties acknowledge that no failure or delay by either party in exercising any right, power or privilege under the Agreement or the TISE Portal Terms and Conditions shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege under the Agreement or the TISE Portal Terms and Conditions shall preclude any other future or other exercise thereof.
- 11.8. The parties acknowledge that the Agreement and TISE Party Terms and Conditions constitute the entire understanding and agreement between the parties relating to the subject matter hereof, and supersedes all other understandings and agreements.
- 11.9. The parties acknowledge that the TISE Portal Terms and Conditions shall be construed in accordance with the laws of the Island of Guernsey and shall be subject to the exclusive jurisdiction of the Royal Court of Guernsey.