Terms of use

Your affirmative act of using our website located at <u>www.Bondfish.com</u> (and all associated sites linked to it) or services ("Bondfish") signifies that you agree to the following terms and conditions of use ("Terms of Use"). If you do not agree, do not use Bondfish. Bondfish is the property of Bondfish B.V. ("us", "we" or "our").

1. Changes to the terms of use

We may change these Terms of Use at any time. If you continue to use Bondfish after we post changes to these Terms of Use, you are signifying your acceptance of the new terms. You will always have access to our Terms of Use and will be able to check it at any time. By reloading this page, you will have the most up-to-date version available to Bondfish users.

2. Changes to Bondfish

We may discontinue or change any service or feature on Bondfish at any time without notice. We do not guarantee backward compatibility of our services and Application Programming Interface (API) in this case.

3. Ownership of information; License to use Bondfish; redistribution of data

Unless otherwise noted, all rights, titles, and interests in Bondfish, and all information made available through Bondfish or our services, in all languages, formats, and media throughout the world, including, but not limited to, all copyrights and trademarks therein, are the exclusive property of Bondfish, our affiliates or our Data Providers, as defined in section 5 (disclaimer regarding content) below.

Bondfish is dedicated to providing users with a secure and accessible platform for the display of market data, charts, news, and other financial information. As such, users are strictly prohibited from employing any automated data collection methods, including but not limited to scripts, APIs, screen scraping, data mining, robots, or other data gathering and extraction tools, regardless of their intended purposes. The use of any technology to circumvent protective mechanisms designed to prevent unauthorized reproduction or distribution of Bondfish content is expressly forbidden.

The content on the Bondfish platform, including market data and other information, is made available for display purposes only within the website or mobile app user interface. Our licensing arrangements with Data Providers do not permit the downloading, sublicensing, assigning, transferring, selling, loaning, or distribution of Bondfish content for payment without obtaining prior written consent from Bondfish. Users are required to respect these terms, as they are designed to protect the interests of Bondfish, its data providers, and its user community, ensuring a secure and reliable platform for all. Breaching these requirements may result in serious consequences, including the blocking of the user or visitor, termination of their account, and potential penalties. Bondfish also reserves the right to take appropriate legal actions against users found to be in violation of these terms, in order to protect the platform's integrity and the interests of its data providers and user community.

Except as otherwise expressly permitted by the preceding paragraphs, you agree not to sell any of the services or materials in any manner or for any purposes, without the prior expressed written consent of Bondfish and/or our Data Providers. In addition, you shall not, without the prior expressed written consent of Bondfish and the relevant Data Providers, make copies of any of the software or documentation that may be provided, electronically or otherwise, including, but not limited to, translating, decompiling, disassembling or creating derivative works.

Except as otherwise expressly permitted by additional agreement, we do not permit commercial usage of any of our services or APIs. We make no warranty and assume no obligation or liability for third party services or software. Please see section 13 (third party software) below for further information.

4. Third party sites and advertisers

Bondfish may include links to third party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. You agree that Bondfish shall not be held liable for any trading activities or other activities that occur on any website you access through links on Bondfish. We provide these links as a convenience, and do not endorse the content or services offered by these other sites. Any dealings that you have with advertisers found on Bondfish are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

Unauthorized soliciting on Bondfish is strictly prohibited and may result in penalties, including, but not limited to, temporary or permanent bans of the account found in violation, and any appropriate and available legal action for monetary and other damages.

5. Disclaimer regarding content

Bondfish cannot and does not represent or guarantee that any of the information available through our services or on Bondfish is accurate, reliable, current, complete or appropriate for your needs. Various information available through our services or on Bondfish may be specially obtained by Bondfish from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers who are believed to be sources of reliable information (collectively, the "Data Providers"). Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through our services and website are not and cannot be guaranteed by Bondfish. We make no warranty and assume

no obligation or liability for scripts, indicators, ideas and other content of third parties. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk.

All data and information is provided "as is" for informational purposes only, and is not intended for trading purposes or financial, investment, tax, legal, accounting or other advice. Please consult your broker or financial representative to verify pricing before executing any trade. Bondfish is not an investment adviser, financial adviser or a broker. None of the data and information constitutes investment advice nor an offering, recommendation or solicitation by Bondfish to buy, sell or hold any security or financial product, and Bondfish makes no representation (and has no opinion) regarding the advisability or suitability of any investment. Mention of specific financial products or operations does not constitute an endorsement by Bondfish.

The financial products or operations referred to in such data and information may not be suitable for your investment profile and investment objectives or expectations. It is your responsibility to consider whether any financial product or operation is suitable for you based on your interests, investment objectives, investment horizon and risk appetite. Bondfish shall not be liable for any damages arising from any operations or investments in financial products referred to within. Bondfish does not recommend using the data and information provided as the only basis for making any investment decision.

This data is not updated in real time and represents the prices available at the end of the previous trading day. Bondfish does not verify any data and disclaims any obligation to do so. Bondfish expressly disclaims the accuracy, adequacy, or completeness of any data and shall not be liable for any errors, omissions or other defects therein, delays or interruptions in such data, or for any actions taken in reliance thereon. Bondfish shall not be liable for any damages relating to your use of the information provided herein.

6. Disclaimer regarding investment decisions and trading

Decisions to buy, sell, hold or trade in securities, commodities and other investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in securities or other investments involves a risk of substantial losses. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through Bondfish or our services.

The financial products or operations referred to at our website and information thereon may not be suitable for your investment profile and investment objectives or expectations, irrespective of the risk level assigned. It is your responsibility to consider whether any financial product or operation is suitable for you based on your interests, investment objectives, investment horizon and risk appetite. Bondfish shall not be liable for any damages arising from any operations or investments in financial products referred to within. Bondfish does not recommend using the data and information provided as the only basis for making any investment decision.

7. Disclaimer regarding hypothetical performance results

Hypothetical performance results have many inherent limitations, some of which are mentioned below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program.

One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

8. Registered users

Certain services are available only to registered users of the Bondfish website and require you to sign in with a username and password to use them. If you register as a user (a "Subscriber") of any of the features of Bondfish, during the registration process you may be prompted to click "Register Now", "Submit" or a similar button; your clicking on such button will further confirm your agreement to be legally bound by these Terms of Use.

In consideration of your use of the Bondfish website, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Bondfish services under the laws of the European Union or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Bondfish's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bondfish has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bondfish has the right to suspend or terminate your account and refuse any and all current or future use of the Bondfish services (or any portion thereof).

We may remove your content without notice if we reasonably believe that you're in violation of our Terms of Use.

9. US Persons

For the avoidance of doubt, this website, including the publications and other information, are not addressed to, or intended to be used by U.S. persons (as defined in Rule 902 of Regulation S promulgated under the U.S. Securities Act of 1933).

Bondfish is not licensed in the United States and generally cannot provide brokerage or other investment services. Whether you have requested from us any service and are entering into these

terms at your own initiative without any solicitation by us or any of our affiliates and have made your own independent decision with respect to the matters contemplated by the Terms with no reliance being made upon us.

10. Derived Data

Our proprietary derivation consumes raw market data and executes a 2-factor derivation process to produce the displayed price, later consumed by the price engine. Derived market data is sourced and supplied from various sources and can therefore be blended.

The derivation process involves changing the raw price by a factor determined by the volume of trading on the underlying market, a randomized variable and a maximum offset amount. The derived data price is only ever displayed to our non-professional clients, the derived data price then being the proprietary value of an organization.

At no point is raw data accessible by any client, nor can said data be reverse-engineered in any manner. All markets are passed through the same derivation engine.

11. Access and security

You accept responsibility for the confidentiality and use of any username and email address that use to register for your access to and use of our services. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Bondfish of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Bondfish cannot and will not be liable for any loss or damage arising from your failure to comply.

Bondfish considers private information on the site (source code of protected or invite-only scripts, etc.) to be confidential to you. Bondfish protects such private information from unauthorized use, access, or disclosure in the same manner that it protects personal data (please refer to our <u>Privacy</u> <u>Policy</u> for more information).

12. Termination

Upon your request, your account can be deleted from Bondfish. You may delete your account at any time by visiting your profile settings page. If you requested your account be deleted, we will delete the personal data associated with your account, however certain personal data will be retained if it has been integrated into data that is integral to our systems and site, including data in communications you have sent via our site. This data is necessarily retained for the integrity of the data on the site and our legitimate business purposes, including auditing, security and other legitimate interests (please refer to our <u>Privacy Policy</u> for more information).

You agree that Bondfish may, without prior notice, immediately terminate, limit your access to or suspend your Bondfish account, any associated email address, and access to the Bondfish services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the Terms of Use or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Bondfish services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) and/or engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Bondfish's sole discretion and that Bondfish shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Bondfish services.

13. Third Party Software

Our software, website and/or services may include software components supplied by third parties which are utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties ("Third Party Software"). Bondfish expressly disclaims any warranty or other assurance to you regarding Third Party Software. Please note that your use of the Third Party Software will be governed by the terms and conditions of use and privacy policies of the Third Party Software providers and not by these Terms of Use or our <u>Privacy Policy</u>.

14. Publications - No Recommendation or Advice Status

The information and publications are not meant to be, and do not constitute, financial, investment, trading, or other types of advice or recommendations supplied or endorsed by Bondfish.

Any statement of view (which may be subject to change without notice) is the author's personal opinion, and the author makes no representations or warranties as to the accuracy or completeness of any information or analysis provided.

The authors and Bondfish are not liable for any losses incurred as a result of any investment made on the basis of any perceived recommendation, forecast, or other information presented here.

The contents of these publications should not be interpreted as an express or implicit promise, guarantee, or indication by Bondfish that customers will profit or that losses in connection with them can or will be limited if they rely on the information provided.

Updated: July 8, 2024