

**JAMAICA STOCK EXCHANGE
DATASHOP TERMS AND CONDITIONS OF USE
("TERMS AND CONDITIONS")**

1. Definitions and Agreement

1.1 In these Terms and Conditions of Use ("Terms and Conditions" or this "Agreement"):

"JSE" refers to the Jamaica Stock Exchange Limited;

"Personal Data" means any information (whether stored in an electronic or printed form, or however stored) relating to a living individual who can be identified from that information, or from that information and other information in the possession of, or likely to come into the possession of the JSE; and

"the Platform" or the "JSE Data Shop Platform" means the internet based data commercialization platform employed by the JSE to facilitate the online sale and purchase of JSE stock market related data.

1.2 These Terms and Conditions constitute a legal and binding agreement between the user (herein referred to as "you", "your" and "the user") and JSE (also referred to herein as "we", "us" and "our") and shall govern the rights and obligations of the user and the JSE in respect of the use of the Platform.

1.3 You may not use the Platform except as expressly provided in these Terms and Conditions and in accordance with such operating guidelines as are provided by the JSE for use of the Platform from time to time.

2. Acceptance

2.1 These Terms and Conditions are concluded between you and the JSE upon your submission of the required online registration information or your reliance or use of the Platform in any manner or form.

2.2 By using the Platform you accept and agree to these Terms and Conditions. If at any time you do not agree to these Terms and Conditions, you are not authorized to access, link to, or use the Platform and should exit immediately.

2.3 By signing up on the Platform and submitting your Personal Data through the Platform you consent to the collection and use of your Personal Data in accordance with these Terms and Conditions.

2.4 We reserve the right to amend or unilaterally change any of these Terms and Conditions from time to time subject to notifying you of any such amendments. Such notifications of any amendments shall be posted on the Platform and shall be effective immediately upon such posting unless otherwise stated. Upon use of the Platform you are bound by such amendments and should check the current Terms and Conditions on a regular basis.

3. Access and Registration

3.1 To access the Platform, you must have internet access and you will be required to register.

3.2 The user shall be required to register for the JSE Data Shop Platform by clicking the 'Register' tab on the Platform (or by clicking such other tab or by such other mechanism as may be provided by the us on the Platform from time to time) for the purpose of gaining access to use the Platform through the creation of an online account on the Platform (the "Platform Account"). Users shall also be required to supply us with any other information as may be required for the purpose of registration on the Platform from time to time.

3.3 The user shall formulate a unique username and password in connection with the use of the Platform.

4. Password Use / User's Authorization

4.1 The user shall be responsible for any use of the said user's Platform password.

4.2 You agree to keep your Platform username and password confidential and protected at all times.

4.3 The user hereby acknowledges that use of the user's username and/or password is the user's authorization for the purposes of any activity conducted on the Platform in respect of that user.

4.4 You are prohibited from sharing passwords and/or usernames with unauthorized users.

4.5 You shall be responsible for any action taken or result arising out of any use of your password on the Platform and you acknowledge that any such action taken or result arising from, or out of any use of your Platform Account, or from any use of the your password on the Platform is deemed by us as an authorized action by you the user and you shall have no claim against the JSE in this regard.

4.6 JSE shall not be held liable under any circumstances for any actions taken on, or loss

incurred based on unauthorized use, users or instructions.

4.7 The user shall always log out of the Platform after each use.

4.8 You shall make a report of any suspicious or unauthorized activity on your Platform Account via support@isedatashop.com or using the information provided in the “Frequently Asked Questions (‘FAQ’)” or ‘Contact Us’ section of the Platform, or on such other support related section of the Platform of which you shall be notified for that purpose.

5. No Recommendation, Advice, or Invitation

5.1 Neither the JSE nor any of its directors, officers, employees or agents are soliciting, inducing, inviting or making any offer for any sale or purchase of any securities;

5.2 The Platform, products and packages and any other data or information contained on or made available by the Platform does not constitute any recommendation, advice, invitation, offer or solicitation for any sale or purchase of any securities. Use of and reliance on any data or information contained on or made available through the Platform is at the user’s own risk;

5.3 The Platform is not directed at or intended for dissemination or publication to any person in any jurisdiction where such actions would be in contravention of any applicable laws or regulations.

6. Charges, Payments and Order Processing

6.1 Payments from you for the packages, products, services or other items sold on the Platform will only be accepted via online payments and may be made by you using credit / debit cards and or such other online method as may be stipulated on the Platform as available and acceptable for payments. Acceptable payment methods will be listed on the Platform and or via the Platform checkout and payment processing provider.

6.2 The online payment processing service for the packages, products, services or other items for sale on the Platform is provided by a third-party payment provider.

6.3 By placing an order for a purchase on the Platform, you authorise us to transmit or obtain information about you from third parties, including, but not limited to, your debit or credit card number, billing address, telephone number to authenticate your identity, to validate your credit or debit card and to authorise transactions.

6.4 Payments may be accepted from you on the Platform on a periodical subscription basis, in such instances where subscription service is offered or made available on the Platform to users.

- 6.5 You agree to provide correct and complete debit or credit card information to purchase any package, product, service or other item on the Platform and to never use another person's credit or debit card or personal data without their express permission.
- 6.6 Prices on the Platform are exclusive for the Platform and are subject to change without notice.
- 6.7 Prices on the Platform may be displayed in local currency or in such other currency displayed on the Platform from time to time.
- 6.8 To such extent required by law, prices on the Platform will attract General Consumption Tax (GCT) or such other value added tax as may be applicable and in force in Jamaica from time to time.
- 6.9 We may on the Platform, establish limits and restrict certain services or features, or make changes to certain product or package offerings as we deem appropriate.
- 6.10 All orders for packages, products, subscriptions, services or other items on the Platform as submitted through the Platform, are subject to our acceptance. We are entitled to cancel or terminate the obligations to fulfill any such order prior to delivery of same, with or without notice and shall not be held liable to you or any other party for such termination or cancellation. In the event that we cancel or terminate your order prior to delivery of same and after your payment has been received, then the process for any applicable refunds shall be determined and dealt with through the Platform's third-party payment processing service.

7. Use of Information

- 7.1 We shall only use your Personal Data in accordance with applicable laws and our Privacy Policy , which explains what Personal Data we collect from you, how and why we collect, store, use and share such Personal Data, your rights in relation to your Personal Data and how to contact us if you have a query or request about the use of your Personal Data. Our Privacy Policy is available on the Platform website.

8. Unavailability of the JSE Data Shop Platform

- 8.1 We shall at any time and for whatever reason, have the sole and exclusive right to suspend or terminate the Platform without giving any reasons for such termination or suspension;
- 8.2 Users acknowledge and accept that the Platform may become unavailable from time to time due to various circumstances, including: technical failure or problems with the Platform; or technical failure or problems with JSE's computer systems, server(s), network(s), electronic systems or any other JSE systems; technical failure or problems with third party computer systems, server(s), network(s) or other systems; unavailability of data, communication, electricity services or other services. In no event will we, or any of our directors, officers, employees or agents be liable for any losses, damages, or other claims arising out of the unavailability of the Platform for any reason.

8.3 We shall at any time and for whatever reason, have the sole and exclusive right to suspend or withdraw the Platform permanently without giving any reasons for such withdrawal or suspension. Users shall receive notice of our intention to suspend or withdraw the Platform. Such notifications shall be posted on the Platform.

9. Use of Internet and Platform

9.1 The Platform

9.1.1 Your use of the Platform is at your own risk. However, we warrant that we have instituted industry standard security measures to secure the Platform against unauthorized access.

9.2 Acceptable Use

9.2.1 We may make reasonable requests of the user from time to time to comply with security and auditing standards (including requiring the user to change his or her password) and users agree to comply with such requirements;

9.2.2 Users acknowledge and agree to comply with all applicable laws and regulations with respect to online conduct and use of the Platform in the country in which: the user resides or is a national; from which the accesses of may access the Platform; or which has jurisdiction over the user. You, the user agree to indemnify us, our directors, officers, employees or agents for any breach of such laws and/or regulations;

9.2.3 Users agree that their use of the Platform shall not:

- a. in any way circumvent, disable, impair, obstruct, overload, cause degradation or damage or any other breakdown of any of our systems or interfere with any other party's use and enjoyment of the Platform.
- b. Be used to gain or attempt to gain unauthorized access to: users information; or areas of the Platform restricted from the user; or any of our systems; or any computer systems, server(s) or networks or any other systems connected to any of the JSE's Systems through any means whatsoever.
- c. Be used to disseminate or publish any unsolicited or unauthorized advertising or any form of solicitation.

9.3 Access to the Platform

9.3.1 We reserve the right to terminate your access to the Platform, with or without cause or for any action that JSE determines is unacceptable, or otherwise inappropriate or disruptive to the Platform or any other user of the Platform;

9.3.2 We reserve the right, in its sole discretion, to monitor any and all use of the Platform.

9.4 The Internet

9.4.1 Users shall bear the risk of their use of the internet and under no circumstances shall we be liable to users for any loss, harm or damage suffered by users as a result thereof.

9.5 Third Party Providers and Third-Party Links

9.5.1 We may use the services of third parties to provide the Platform, for payment

processing for the Platform and to otherwise support the Platform and we may enable access to third party websites or other services via the Platform. You access the Platform and such third party websites and services at your own discretion and risk. We are not liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any products, content, goods or services available on or through any such third party websites and services;

- 9.5.2 Third parties' information selected by us may be displayed on the Platform from time to time. We have no control over this information and make no endorsements, representations, or warranties of any nature as to the accuracy, timeliness, appropriateness, or correctness of such information. Users agree that such information is provided "as is" and we shall not be directly or indirectly liable for any damages that may arise from users' reliance on such information.
- 9.5.3 External hyperlinks may be provided for convenience. These web pages are beyond our control and no representation or endorsement is made as to their content.
- 9.5.4 The display of any hyperlink and reference to any third party service or website does not mean that we endorse that third party's products, services or website;
- 9.5.5 Your use of a third-party website may be governed by the terms and conditions of that third-party website. We recommend that you read the terms and conditions and privacy policies of any third-party services or websites that you visit. We do not control, and are not responsible or liable for, any terms, privacy policies, products, services, advertising, products or services on, associated with, or available from such third-party websites, nor for any damage, loss or offence caused, or alleged to be caused, by or in connection with your use of or reliance on any terms, privacy policies, products, services, advertising, products or services available on or from such third party websites.
- 9.5.6 Any dealings between you and any advertisers or third-party merchants or service providers found on or via the Platform, including payment for and delivery of packages, products, subscriptions or other items or services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and the relevant advertiser, merchant or service provider. You agree not to hold us liable for any loss or damage or claim of any kind incurred as a result of any such dealings.
- 9.5.7 No user shall be entitled to link a website or any web pages to the Platform without our prior written consent.

10. Disclosure of Information

10.1 Users acknowledge that:

- 10.1.1 Users' information entered into the Platform may be shared or used for the purposes of the Platform.
- 10.1.2 We may be required to disclose your information to legal and regulatory authorities if requested to do so by any legally valid order or request.

11. Data Protection Compliance

11.1 We agree in the operation of this Platform to comply with all applicable data protection laws, regulations, and guidelines, including but not limited to Data Protection Act, 2020, any other relevant legislation or regulations governing the collection, processing, and protection of personal information as may be in force in Jamaica from time to time. You agree not to use the data obtained from this Platform in any manner that would violate these laws or infringe upon the privacy rights of individuals. Our Privacy Policy available on this Platform outlines further information about how we treat your Personal Data and your rights regarding same.

12. Indemnity

12.1 You agree to indemnify, release and hold us and our directors, officers, agents, employees, subsidiaries and affiliates harmless from and against any and all claims, demands, costs, fines, damages and or penalties of any nature arising out of or relating to directly or indirectly:

12.1.1 any failure by you or any agent acting on your behalf to fully observe these Terms and Conditions or by reason of any access or use by you or your agent of the Platform and its contents, including you or your agent's violation of law (including your negligence, willful misconduct, and infringement of anyone's intellectual property rights);

12.1.2 any person or entity claiming by or through you or your agents that in any way arises out of or relates to these Terms and Conditions or the Platform.

13. Intellectual Property

13.1 The Platform, all rights, title and interest in the Platform and the contents of the Platform including but not limited to the graphics, photographs, images, video, audio, appearance of the Platform, the logos, and marks and any another data or information contained on the Platform are our sole and exclusive property, its licensors and/or consenting third parties.

13.2 Nothing contained on the Platform should be construed as granting any licence or right to:

13.2.1 use any trademark without our written permission and/or such applicable third parties;

13.2.2 use any products, documents or other materials contained in, accessed or downloaded from or otherwise available on the Platform in any manner that will violate the intellectual property rights of the JSE or the third party proprietors of such intellectual property rights, or such other rights as may be applicable.

14. No Warranties or Representations

14.1 The Platform is provided "as is" and we make no express or implied representations or warranties with regard thereto. We will take reasonable precautions to minimize the risk of viruses and security threats that could be introduced to the Platform.

14.2 Without limiting the generality of the foregoing:

14.2.1 The JSE does not warrant that the Platform or any files downloaded from the Platform will be free from any viruses, security threats or that it will be error-free or

will meet any criteria of accuracy, completeness or reliability of information, performance or quality;

14.2.2 The JSE expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

15. Limitation of Liability

- 15.1 In no event will the JSE or any of its directors, officers, employees or agents be liable for any damages including without limitation direct or indirect, special, incidental, consequential or punitive damages arising out of or relating to: the failure of the JSE's Systems, the use of the Platform, any failure of performance, error, omission, interruption, defect, computer virus, security threats, unlawful access, delay in operation or any other breakdown of the Platform or third party services even if the JSE is advised of the possibility of such damages.
- 15.2 You understand and accept that we have no control over the acts and conduct of third parties and that you are in the best position to safeguard your personal information and protect your Platform Account and your Platform Account credentials from unauthorized access.
- 15.3 To the greatest extent permitted by law, the JSE, its directors, officers, employees, agents, subsidiaries and affiliates are not liable to you, for any authorized or unauthorized user or beneficiary of the JSE Data Shop Platform offerings including the Platform packages, products, subscriptions, items and services, whether for any indirect, incidental, special, consequential, punitive, or exemplary damages for any reason.
- 15.4 In addition, to the greatest extent permitted by law, JSE and its directors, officers, employees, agents, subsidiaries and affiliates are not liable to you for any damages of any kind resulting in any way from any unauthorized access to your Platform Account, the loss of your information, any unavailability, interruption, error, limitation or delay in the Platform, or any other problem caused, including where such is caused in whole or in part, by you or something outside of our control, for whatever reason including acts of God.
- 15.5 Each of the limitations of liability, wherever contained in these Terms and Conditions, will apply to claims you bring against third parties to the extent that we would be required to indemnify that third party. If applicable law prohibits a limitation in these Terms and Conditions, all other limitations will apply to the greatest extent permitted by law.

16. Jurisdiction

- 16.1 This Agreement is subject to the laws of Jamaica.