

# Terms of Use for the Online System MD+S interactive of Deutsche Börse AG (MD+S interactive Terms of Use)

Effective as of 1 October 2022  
Version 3.2

## 1 Scope of Applicability and Definitions

1.1 The Terms of Use govern the usage of the contract management system within the online system MD+S interactive of Deutsche Börse AG by the ~~Contracting Party~~ Customer and are an integral part of all agreements, which refer to the MD+S interactive Terms of Use.

1.2 The following terms shall have the meanings set out below:

### **MD+S interactive**

Online system of Deutsche Börse AG for authorized users of the ~~Contracting Party~~ Customer which contains a contract management system that is to be used for ordering, Reporting and other purposes.

### **MD+S interactive User**

Natural person authorized by the ~~Contracting Party~~ Customer to execute certain functions within MD+S interactive.

In addition the definitions set out in the General Terms and Conditions to the respective agreement also apply to the MD+S interactive Terms of Use.

## 2 Use of MD+S interactive by the ~~Contracting Party~~Customer

- 2.1 MD+S interactive contains the following functions, among others:
- a) specifying and changing the customer profile;
  - b) ordering and cancelling Information Products;
  - c) specifying the usage and Onward Dissemination of Information Products;
  - d) submitting the monthly Reports;
  - e) submitting the number of Devices;
  - f) requesting approval for Sub-Vendors and Service Facilitators;
  - g) requesting approval for the Onward Dissemination of Real-time ~~Information-Data~~ via Data Feed and/or API to Subscribers;
  - h) notifying Affiliated Companies, Displaying Parties and Vendors of After Midnight Information;
  - i) notifying Information Products for a Non-Display ~~Information-Data~~ Usage;
  - j) notifying Information Products for a CFD ~~Information-Data~~ Usage;
  - k) notifying the API Partner;
  - l) ordering CEF<sup>®</sup> connections;
  - m) entitling of CEF<sup>®</sup> Users; and/or
  - n) administrating MD+S interactive Users.
- 2.2 The ~~Contracting Party~~Customer will maintain the necessary technical environment to be able to use MD+S interactive. It will, inter alia, use e-mail accounts the SPAM-filters of which will not block confirming e-mails within the meaning of Section 4.2 below sent by the Deutsche Börse AG e-mail address specified in MD+S interactive for this purpose. The ~~Contracting Party~~Customer uses one of the five market-leading desktop browsers (~~Microsoft Internet Explorer~~, Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari) in the current version, has activated Java Script, and has allowed cookies for the website of Deutsche Börse AG.
- 2.3 The ~~Contracting Party~~Customer assures that every registered MD+S interactive User is entitled to exercise certain functions within MD+S interactive (in particular, entries in the system, ordering and cancellation of products) and has been authorized accordingly by the ~~Contracting Party~~Customer.
- 2.4 Deutsche Börse AG will expend reasonable efforts, taking into account the current state of information technology, to ensure the availability of MD+S interactive. Within its sphere of activity, Deutsche Börse AG will immediately investigate justified complaints and ensure that they will be taken into account immediately. However, Deutsche Börse AG does not guarantee any service levels regarding the availability of MD+S interactive.

## 3 MD+S interactive Users, Logins and Passwords

- 3.1 The following provisions apply to the registration of MD+S interactive Users under agreements referring to the MD+S interactive Terms of Use:
- a) The ~~Contracting Party~~Customer must register MD+S interactive Users online with Deutsche Börse AG.
  - b) Further MD+S interactive Users shall be registered and deregistered online via MD+S interactive.
  - c) Each MD+S interactive User registered by the ~~Contracting Party~~Customer has a unique login which shall be the e-mail address of that MD+S interactive User. Upon registration of an MD+S interactive User, such MD+S interactive User will receive an e-mail from Deutsche Börse AG containing a link which enables the MD+S interactive User to create a password. The login and the password of an MD+S interactive User must not be shared.

- d) The ~~Contracting Party~~Customer shall be solely responsible for the use of the passwords which allow the ~~Contracting Party~~Customer to execute binding transactions through MD+S interactive. The identification of the ~~Contracting Party~~Customer by means of any password registered with MD+S interactive unequivocally binds the ~~Contracting Party~~Customer to any transactions carried out by using the password.
- e) In case of loss or theft of a password, the relevant MD+S interactive User of the ~~Contracting Party~~Customer must immediately change that password via MD+S interactive. Only such change of the password will allow the ~~Contracting Party~~Customer to avoid liability for any misuse that could be made of the password.

## 4 MD+S interactive Transaction Processes

- 4.1 The order or the cancellation of Information Products as well as any other entries in MD+S interactive can be performed by each registered MD+S interactive User subject to his/her individual authorization. Any entry which shall execute a transaction with legally binding effect needs to be reconfirmed by a registered MD+S interactive User after Deutsche Börse AG has accepted the transaction entered. The acceptance of the entered transaction by Deutsche Börse AG constitutes a binding offer. With reconfirmation by the registered MD+S interactive use the offer of Deutsche Börse AG is accepted and the relevant transaction becomes legally binding.
- 4.2 A legally binding transaction is confirmed by an e-mail sent by Deutsche Börse AG to the ~~Contracting Party~~Customer. Moreover, the orders and cancellations of Information Products under the Market Data Dissemination Agreement and the CEF<sup>®</sup> Systems Connection Agreement of Deutsche Börse AG, are listed by entries in MD+S interactive. The legally binding status with respect to all other agreements referring to the MD+S interactive Terms of Use is listed in the corresponding menus. It is the ~~Contracting Party~~Customer's own responsibility to check the transactions by the aforementioned means and to keep the confirmatory e-mails received from Deutsche Börse AG on a medium of its choice.

## 5 Keeping of Data and Data Protection

- 5.1 The computerized registers, kept in the computer systems of Deutsche Börse AG under reasonable security conditions, will be considered as sufficient proof of communication of orders and other transactions made between the parties. The electronic archive of transactions is saved on a reliable and long-lasting medium able to provide valid proof of the saved transactions.
- 5.2 When using MD+S interactive, individuals associated with the ~~Contracting Party~~Customer will be required to provide Deutsche Börse AG with personal data like, for example, their name and their business address. This data is processed by Deutsche Börse AG's staff for the purposes of the contract implementation and customer service. When processing personal data Deutsche Börse AG will always comply with the requirements of the applicable data protection laws and regulations.

## 6 Limitation of Liability

- 6.1 Deutsche Börse AG shall be liable to the full extent in the following cases:
- For loss or damage occasioned by loss of life, bodily injury or injury to health that is at least negligently caused by Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*);
  - for any other loss or damage caused by intentional or grossly negligent acts or omissions of Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*); and.
  - for loss or damage resulting from the breach of a warranty or a statutory requirement under the German Product Liability Act (*Produkthaftungsgesetz*).
- 6.2 In all other cases (other than those listed in Section 6.1), Deutsche Börse AG shall only be liable for loss or damage resulting from the breach of a material contractual obligation (*wesentliche Vertragspflicht*) by Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*). A material contractual obligation is a contractual obligation that is an essential prerequisite for the proper performance of the contract and on the fulfilment of which the ~~Contracting Party~~Customer would ordinarily rely and also be reasonably entitled to rely. If a material contractual obligation is breached as a result of ordinary negligence, Deutsche Börse AG's liability shall be limited to compensating for foreseeable loss or damage typically arising at the time the service was provided within the use of contract management system MD+S interactive and in amount to the damages that are foreseeable and typical. t.
- 6.3 Damage claims of the ~~Contracting Party~~Customer shall become time-barred after two years as far as the respective agreement does not provide for a shorter period and the claims do not derive from an injury of life, body, health or freedom or from willful intent. The deadline shall commence at the end of that year within which the claim has arisen and the ~~Contracting Party~~Customer has gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.

## 7 Final provisions

- 7.1 ~~The MD+S interactive Terms of Use may be unilaterally changed by Deutsche Börse AG taking adequately into account the Contracting Party's legitimate interests and conditional upon the Contracting Party being given at least 90 days' notice of the changes in written or electronic form. In the event of urgent technical requirements the aforementioned period of notice can be reduced. Messages in electronic form include e-mail messages as well as messages on the website of Deutsche Börse AG under [www.deutsche-boerse.com/mds\\_e](http://www.deutsche-boerse.com/mds_e) addressed to all Contracting Parties.~~
- ~~7.2 Deutsche Börse AG proposes amendments to the MD+S interactive Terms of Use to the Customer by informing the Customer of the amendments by e-mail or in writing no later than 90 calendar days before the proposed date on which the amendments enter into effect. Before the proposed effective date, the Customer may accept, reject or remain silent in relation to the proposed amendments. If the Customer remains silent within a period of 30 calendar days from receipt of the notification that Deutsche Börse AG proposes amendments to this Agreement, the Customer will be deemed to have approved the amendments. If the Customer has objected to the amendments within the aforementioned period, the proposed amendments will not enter into effect. Deutsche Börse AG will expressly mention this effect when proposing amendments to the Customer. Any objection must be submitted to the following e-mail address: [mds.agreements@deutsche-boerse.com](mailto:mds.agreements@deutsche-boerse.com). The Contracting Party shall be entitled to object in written or electronic form to unilateral changes of these Terms of Use within 30 days after the changes have been announced. The term is met if the objection is received by Deutsche Börse AG before the 30 days term expired. Deutsche Börse AG shall be entitled to terminate the entire Market Data Dissemination Agreement or Non-Display Agreement of the objecting Contracting Party Customer with at least 30 calendar days' notice effective at the time the unilateral changes take effect.~~
- 7.3 The final provisions of the General Terms and Conditions to the respective agreement shall apply to the MD+S interactive Terms of Use mutatis mutandis. Exclusive place of jurisdiction for disputes deriving from or in connection with the MD+S interactive Terms of Use shall be Frankfurt am Main; however, Deutsche Börse AG shall be entitled to sue the ~~Contracting Party~~ Customer also at its general place of jurisdiction.