

Speedwell Weather Limited: Terms and Conditions for the Use of the tools and data relating to or provided through the Speedwell-Market service and web pages (“Conditions”)

Definitions

“You”, “Your” means individuals, companies looking to hedge their own weather risk, or companies providing weather risk contracts to hedgers. **It does not include broking firms or companies intermediating or advising on the placement of weather risk**

By using

(i) the data provided through the Speedwell-Market service and pages [other than Settlement Data and Historical Data which are additionally subject to separate terms and conditions] and/or

(ii) the software provided through the Speedwell-Market service and pages and/or

(iii) such additional data that may be accessed through any such software tool provided herein and/or

(iv) data and/or web services accessed through the Speedwell-Market service and pages provided herein and/or

(v) documentation which may be delivered by electronic means

(collectively “Data and Tools”) You will be deemed to have accepted these Conditions:

1. Speedwell Weather Limited (“Speedwell”) grant You a limited non-exclusive non-transferable permit for You to use the Data and Tools to view, print or process solely for Your internal business requirements. You are not permitted to lend, share, resell, sub-licence or allow any third party to use the Data or Tools whether in whole or in part. You shall not copy, extract, export, insert or otherwise use the Data and Tools in whole or in part expressly as authorised by this clause. Without limiting the generality of the foregoing You shall not use the Data and Tools or any part thereof to create or distribute any list database or other compilation regardless of whether such list database or other compilation contains more or less information than that provided by us or organises such information in the same or different manner than as received by You. **In respect software tools, You agree not to alter, enhance, make derivative works reverse engineer, use web-delivered tools by means of any automated program or expert system or “bot”.**

2 SUSPENSION OF SERVICE

We reserve the right at any time and without notice to suspend provision of the Data and Tools for the purposes of repair, maintenance or support, or in the event of any actual or suspected breach of these Conditions, or if there is or we believe or suspect there is any fault in the Service or in any system used by You.

3.WARRANTIES

3.1 ACCURACY OF DATA: WE WILL USE REASONABLE SKILL AND CARE IN THE PRODUCTION OF THE DATA AND TOOLS AND MAKE EVERY REASONABLE EFFORT TO ENSURE THAT THE DATA AND TOOLS IS ACCURATE, BUT WE DO NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE DATA AND TOOLS OR ITS FITNESS FOR ANY PURPOSE AND DO NOT ACCEPT ANY LIABILITY FOR ANY LOSSES INCURRED BY YOU AS A RESULT OF YOUR RELIANCE ON THE DATA AND TOOLS.

3.2 RIGHT TO DISTRIBUTE DATA AND TOOLS AND PROVIDE SERVICES: WE REPRESENT AND WARRANT THAT WE HAVE THE RIGHT TO DISTRIBUTE OR LICENSE THE DATA AND TOOLS TO YOU AND PROVIDE THE SERVICE TO YOU AS SET FORTH HEREIN AND YOUR USE OF THE DATA AND TOOLS AS PERMITTED HEREUNDER WILL NOT VIOLATE OR INFRINGE UPON ANY RIGHTS HELD BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS HELD BY ANY INDIVIDUAL OR ENTITY.

3.3 IMPLIED WARRANTIES: WE EXCLUDE ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

3.4 WARRANTY DISCLAIMER: THE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT AND THESE CONDITIONS ARE IN LIEU OF ALL OTHER WARRANTIES REPRESENTATIONS AND GUARANTEES OF ANY KIND BY US. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT AND THESE CONDITIONS ALL PRODUCTS, SERVICES AND OTHER MATERIALS (IF ANY) ARE FURNISHED BY US AND ACCEPTED BY YOU "AS IS". ALL OTHER WARRANTIES WHETHER STATUTORY EXPRESS OR IMPLIED ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY US INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES OF OR AGAINST (1) INTERFERENCE WITH QUIET ENJOYMENT, NON-INFRINGEMENT, WORKMAN LIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, COMPATIBILITY, INTEGRATION, NO ENCUMBRANCES, NO LIENS, TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (2) THAT ANY PRODUCTS, SERVICES OR OTHER MATERIALS WILL CONFORM TO ANY DEMONSTRATION OR PROMISE BY US OR (3) OR THAT MAY ARISE THROUGH ANY COURSE OF DEALING BETWEEN THE PARTIES.

WE DO NOT WARRANT THAT THE PRODUCT, SERVICES OR ANY OTHER MATERIALS PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS OR THAT THEIR ACCESS OR USE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. EXCEPT AS EXPRESSLY PROVIDED IN THIS CLAUSE THE ENTIRE RISK AS TO THE PRODUCT, SERVICES AND OTHER MATERIALS PROVIDED IS WITH YOU INCLUDING FOR QUALITY AND PERFORMANCE AND FOR ACCURACY OR QUALITY OF ANY INFORMATION TRANSMITTED, RECEIVED OR OTHERWISE DELIVERED VIA THE PRODUCTS AND SERVICES.

4. LIABILITY

4.1 DEATH OR PERSONAL INJURY: NOTHING IN THESE CONDITIONS LIMITS OR EXCLUDES OUR LIABILITY FOR THE DEATH OR INJURY OF ANY PERSON CAUSED BY OUR NEGLIGENCE.

4.2 CONSEQUENTIAL LOSS: SUBJECT TO CONDITION 3.1, WE WILL NOT BE LIABLE TO YOU FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR SPOILING OF DATA, LOSS OF CONTRACTS, OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, WHETHER ARISING FROM NEGLIGENCE, OR BREACH OF CONTRACT, OR IN ANY OTHER WAY, EVEN IF WE WERE ADVISED OF, OR KNEW OF THE LIKELIHOOD OF, THAT LOSS OR TYPE OF LOSS ARISING.

4.3 APPORTIONMENT OF RISKS: YOU ACKNOWLEDGE THAT THE ABOVE EXCLUSIONS AND LIMITATIONS HAVE BEEN DRAWN TO YOUR ATTENTION AND ARE A FAIR APPORTIONMENT OF RISK BEARING IN MIND THE AMOUNT OF THE FEE (ZERO).

4.4 CONSUMER RIGHTS: IF YOU ARE A CONSUMER, NOTHING IN THESE CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHTS.

4.5 INDEMNITY: YOU WILL KEEP SPEEDWELL FULLY AND EFFECTUALLY INDEMNIFIED AGAINST ALL ACTIONS, CLAIMS, PROCEEDINGS, COSTS AND DAMAGES (INCLUDING ANY SUMS PAID BY YOU TO

COMPROMISE OR SETTLE ANY CLAIM) TOGETHER WITH ALL LEGAL COSTS OR EXPENSES ARISING OUT OF ANY CLAIM BY A THIRD PARTY BASED ON YOUR USE OF THE DATA AND TOOLS.

5. PROPRIETARY RIGHTS

5.1 Ownership

Any and all proprietary rights in the Data and Tools are owned by Speedwell and are subject to copyright protection. Notwithstanding any provision in the Contract or these Conditions to the contrary, You may use the Data and Service to build and populate Your proprietary models. Such models and their output may include, or may generate information partially or entirely derived from, the Data and the Service, and we shall have no rights whatsoever with respect to such models, output, or other derivative works.

5.2 Retained rights

Nothing in these Conditions transfers to You the copyright or database rights or any other intellectual property rights in the Data and Tools or in any software, software tools, design concepts, know-how, techniques or methodologies which we use in providing the Service and the Data and Tools, the ownership of which remains absolutely with us.

5.3 Enforcement of rights

You will give us any assistance we may require to enable us to obtain, defend and enforce the proprietary and intellectual property rights in the Data and Tools.

6. GENERAL

6.1 Waiver

No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

6.2 Entire agreement and variation

In respect of the Data and Tools, these Conditions supersede all prior agreements, arrangements, representations and understandings between You and us and constitute the entire agreement between You and us relating to the Data and Tools. Nothing in this Condition or elsewhere in these Conditions is intended to prevent either You or us taking action in respect of pre-contract misrepresentations made fraudulently, if any, upon which either You or we relied in circumstances where it was reasonable to rely. We may vary these Conditions at any time for whatever reason

6.3 Assignment

You may not assign, transfer, sub-contract or sub-license Your rights or obligations under these Conditions or sell-on or share any Data and Tools, whether in whole or in part, without first obtaining our explicit written consent.

6.4 Rights of third parties

No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms. These Conditions expressly exclude any rights granted to any third party under the Contracts (Rights of Third Parties) Act 1999.

6.5 Law

These Conditions shall be construed and enforced in accordance with the laws of England and Wales. The English Courts shall have exclusive jurisdiction to deal with any dispute that arises out of or in connection with these Conditions.

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