

Terms and Conditions

These terms and conditions are the standard terms and conditions of business (“Standard Consumer Terms”) of Ortex Technologies Limited, a company registered in England and Wales under company number 11033216 and whose registered office is at The Old School House, West Street, Southwick, Fareham, England, PO17 6EA (“Supplier”). These Standard Consumer Terms govern the manner in which the Supplier provides its Services (as defined below) to any customer who is a Nonprofessional User and is not a Professional User (“Customer”) and are the only terms and conditions upon which the Supplier trades and are incorporated into all agreements of any nature entered into between the Supplier and the Customer, whether made orally or in writing.

These Standard Consumer Terms apply to the Customer’s access to and use of the Supplier’s websites at ortex.com, ortex.news and ortex.app (and any subdomains of those domains), the Supplier’s mobile application (“ORTEX App”) distributed via the Apple App Store and Google Play Store, the Supplier’s application programming interfaces and data feed services (“API Services” and “Data Services”), and any add-on products or services offered by the Supplier from time to time (together, the “Services”).

IMPORTANT NOTICE FOR ALL CUSTOMERS: The Services are provided for informational purposes only and do not constitute financial, investment, legal, tax or other professional advice. The Supplier is not a registered investment adviser, broker-dealer, futures commission merchant, or nationally recognized statistical rating organization (NRSRO) in any jurisdiction, and does not make personalized investment recommendations. Nothing within the Services is an offer or solicitation to buy or sell any security or other financial instrument. See clause 11 for further disclaimers.

IMPORTANT NOTICE FOR US CUSTOMERS: By subscribing to any paid Service, the Customer acknowledges and agrees to the automatic renewal terms set out in clauses 3 and 10. The Customer may cancel at any time using the termination procedures set out in clauses 3 and 17.

1. BACKGROUND

1.1 The Supplier has developed a web-based and mobile equity analytics platform, together with associated application programming interfaces and data feed services, for the financial services industry, which makes data available for authorised subscribers to view via the internet or programmatically via the Supplier’s APIs by way of unique logins or API credentials on agreed payment terms.

1.2 The Customer wishes to subscribe to, or purchase, the Supplier’s Services on agreed terms which incorporate these Standard Consumer Terms.

2. INTERPRETATION

The definitions and rules of interpretation in this clause apply to these Standard Consumer Terms:

“Add-On Products” means any additional products, features, data sets, reports, content modules or services offered by the Supplier from time to time which are not included in the Customer’s base subscription and which may be purchased either as a one-off item or as a separate recurring subscription, as identified on the Websites, within the ORTEX App, or otherwise notified to the Customer at the point of purchase;

“Agreement” means the agreement entered into between the Customer and the Supplier being the Standard Consumer Terms (and any subsequent updated version of the same notified to the Customer), together with any order, registration form, product-specific terms, API terms of use or other document referenced by or incorporated into these Standard Consumer Terms;

“API Credentials” means the API keys, access tokens, client identifiers, secrets or other credentials issued by the Supplier to the Customer to enable the Customer to access the API Services;

“API Services” means the application programming interfaces, data feeds, webhooks and related programmatic access services provided by the Supplier, through which the Customer may access data and functionality of the platform on a machine-to-machine basis;

“Apps” means the ORTEX App and any other mobile, tablet, desktop or device-specific application made available by the Supplier from time to time;

“Commencement Date” means the date the Agreement shall commence, being the date on which the Supplier accepts the Customer’s application for registration to receive the Supplier’s Services (or, if sooner, the date on which the Customer begins to use the Supplier’s Services);

“Confidential Information” means all reports, specifications, technical information and documentation comprised in or relating to the Services and/or Software, research and trading data, marketing and sales information, lists of Customers or customers, plans, know-how, API Credentials, and all other data that is either marked confidential or ought reasonably to be considered confidential given the nature of the material or the manner in which it is provided, in each case furnished by one of the parties to the other pursuant to or in connection with the Agreement;

“Data Services” means any bulk data, data feed, historical data export, data licence or similar data delivery service made available by the Supplier to the Customer, whether delivered via API, file transfer, download, email or otherwise;

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications and the rights to make such applications (and rights to apply for and be granted) renewals or extensions of, and any rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Nonprofessional User” means that the Customer is a natural person and intends to use the Services solely in connection with the Customer’s personal investment activities or the personal investment activities of the Customer’s immediate family members. The Customer will not use the Services in connection with any business, professional or commercial activities and will notify the Supplier immediately if this definition is no longer met;

“Professional User” means a natural person, company or trust that is registered with and governed by any financial regulator in any country, or that is otherwise engaged as an investment adviser, portfolio manager, broker, dealer or similar regulated role for any person other than themselves or their immediate family. Professional Users are not eligible to use the Services under these Standard Consumer Terms and must instead enter into the Supplier’s separate Professional Terms;

“Service(s)” means, collectively, the web-based equity analytics platform, the Apps, the API Services, the Data Services, any Add-On Products, and all content, information, layouts, know-how, summaries, statistics, categories, metrics, algorithms, methods, systems, formulae and third-party information made available by the Supplier via the Websites, the Apps, the API Services or otherwise;

“Software” means the Supplier’s relevant proprietary software and any associated online or mobile software application, including the Apps and any software components of the API Services;

“Subscription Fees” means the fees payable by the Customer to the Supplier in respect of any subscription-based Services for each billing period (monthly, annual or otherwise), as well as any one-off fees payable in respect of Add-On Products or other non-recurring Services, the details of which are set out on the Websites, within the Apps, or otherwise notified to the Customer at the point of purchase;

“Term” means the period during which this Agreement remains in force, as set out in clause 3;

“Virus” means any device or thing (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; anything to prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or which adversely affects the user’s experience, including worms, trojan horses, viruses and other similar things or devices;

“Websites” means the Supplier’s websites located at ortex.com, ortex.news and ortex.app, together with any subdomains of those domains and any successor sites operated by the Supplier and notified to the Customer.

3. TERM AND AUTOMATIC RENEWAL

3.1 The Agreement commences on the Commencement Date and shall continue for the initial period selected by the Customer at the point of purchase (the “Initial Term”) and shall thereafter automatically renew for successive periods equal in length to the Initial Term (each a “Renewal Term”) unless either party terminates by providing at least 30 days’ written notice to the other party, or by using the termination procedures available within the Service, in which case this Agreement shall terminate at the expiry of the then-current Term. If a trial period is offered, the Agreement can be terminated at any time during the trial period by using the termination procedures available within the Service.

3.2 Automatic renewal notice (California and other US residents). The Customer’s subscription will automatically renew at the end of each Term and the Customer’s chosen payment method will be charged the then-current Subscription Fee for the next Term unless the Customer cancels before the renewal date. The Customer may cancel at any time by logging into their account on the Websites or within the ORTEX App and using the in-product cancellation tools, or by contacting customer support at the email address on the Websites. For annual subscriptions, the Supplier will send a renewal reminder by email before the renewal date in accordance with applicable law. For mobile subscriptions purchased

through the Apple App Store or Google Play Store, cancellation must be performed through the applicable app store's subscription management tools.

3.3 Customers may request to change the renewal period of their subscription to a longer or shorter period. If this is requested during the duration of the shorter of the two periods (e.g., within the first month if switching in either direction between a monthly and annual subscription), the subscription and fee will be adjusted as if the chosen subscription period had started at the time of the original subscription. Requests to change to a longer or shorter period after this time (e.g., if switching in either direction between a monthly and annual subscription after the first month of either the continuous monthly subscription or an annual subscription) will be actioned at the end of the current subscription period and will apply from the following period. The right to change the renewal period will not be available for any Customer found to be in breach of clause 4, 5 or 8 of this Agreement.

3.4 Subscriptions created via the Google Play Store or Apple App Store do not entitle the Customer to access to the web-based interface, but the Supplier may grant such access during promotional periods or in its discretion.

3.5 Add-On Products may be offered on a one-off (non-recurring) basis or as a separate recurring subscription, as stated at the point of purchase. One-off Add-On Products do not automatically renew. Add-On Product subscriptions will automatically renew on the same basis as set out in clauses 3.1 and 3.2 unless cancelled separately in accordance with the cancellation instructions provided at purchase.

4. USER SUBSCRIPTION RIGHTS

4.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable, revocable right (without the right to grant sub-licences) to permit the Customer to access and use the Services during the Term solely for the purposes of the Customer's personal, non-commercial investment activities as a Nonprofessional User.

4.2 The Customer's right to use the API Services and Data Services is further subject to clause 6 (API Services and Data Services).

4.3 In the event that the Supplier can demonstrate reasonable grounds for believing that a Customer has elected not to subscribe for the Services, and/or that an existing Customer has failed to renew its subscription to the Service, caused by a redistribution by a third party forming a substitute for the Services, then the Supplier reserves the right to require that third party by notice not to make any such redistribution and to account to the Supplier in respect of losses caused to the Supplier.

4.4 The Customer must not distribute the Services or any excerpts or any derivatives thereof to any other person or to any third parties, whether for consideration or free of charge.

4.5 The rights granted to the Customer under the terms of this Agreement are for the benefit of the Customer only, for personal investment use, and are not granted to any other connected or unconnected third party.

5. RESTRICTIONS

5.1 The Customer warrants that they are over eighteen (18) years of age and are not located in, resident in, or a national of, any country or region that is subject to comprehensive economic sanctions

administered by the United Kingdom, the European Union, the United States (including OFAC-administered sanctions), or the United Nations.

5.2 The Customer shall not attempt to upload, store, distribute or transmit any material during the course of its use of the Service that comprises a Virus or other malicious code, or that is unlawful, harmful, threatening, defamatory, obscene, infringing, facilitates illegal activity, relates to the unlawful use of financial data, or causes damage or injury to any person or property. The Supplier reserves the right to disable the Customer's access to the Services at any time in such case without notice, liability or compensation to the Customer.

5.3 The Customer warrants that it shall only use the Services for lawful purposes and shall not use the Services in a manner that breaches any applicable laws or regulations in any jurisdiction. The Customer shall indemnify the Supplier against all losses, liabilities, damages and costs (including expenses and legal costs) arising as a result of a breach of this warranty.

5.4 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion or by express agreement between the parties, or attempt to:

- a. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the information provided by the Supplier in the course of supplying the Services in any form or media or by any means;
- b. de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, the Apps, the API Services, or the information obtained through the supply of the Services;
- c. access all or any part of the Services in order to build a product or service which competes with the Services, including any artificial intelligence or machine learning model training that uses the Services as an input;
- d. use the Services to provide services to third parties in a manner that constitutes a functional substitute for such third party subscribing to the Services;
- e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party;
- f. obtain, or assist third parties in obtaining, any form of access to the Services;
- g. use the Services to compile a separate database or store of information that is capable of being accessed independently without maintaining a subscription to the Supplier for the Services;
- h. use any automated means (including robots, spiders, scrapers or similar data-gathering tools) to access or extract data from the Websites or Apps, except through the API Services in accordance with clause 6 and the Customer's authorised API Credentials; or
- i. circumvent or attempt to circumvent any rate limit, access control, digital rights management, watermark or other technical protection measure implemented by the Supplier.

5.5 The Customer shall at all times use all of its reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event that the Customer becomes aware of any such unauthorised access or use, to promptly notify the Supplier.

5.6 In the event that the Customer exceeds acceptable limits in terms of the number or speed of requests, the number of simultaneous requests from more than one device, or any other factor which has a significant effect on the Supplier's systems, the Supplier may ask the Customer to moderate their behaviour, and in extreme cases, the Supplier may limit the rate at which the Customer can access systems, block the Customer's access or terminate the Customer's account.

5.7 The Customer accepts that some of the data on the Supplier's platform are the results of estimates or the Supplier's own evaluation based on its own internal algorithms. Estimated data is always labelled as such and, by its nature, estimations are based on incomplete data. Estimates may be shown to be inaccurate when full data is finally made available, but this is to be expected from time to time, particularly if market activity is unusual and could not have been predicted at the time of the estimation.

5.8 The Customer accepts that the Supplier may, from time to time and at its discretion, choose to share limited and anonymised data publicly on social media, or elsewhere, for promotional purposes.

6. API SERVICES AND DATA SERVICES

6.1 The Supplier may, where the Customer has purchased an API-enabled or Data Services subscription, issue API Credentials to the Customer solely for the Customer's own use in accessing the API Services.

6.2 API Credentials constitute Confidential Information. The Customer must keep its API Credentials secret, must not share them with any third party, must not embed them in any publicly-accessible code or application, and must notify the Supplier immediately if it becomes aware of any actual or suspected compromise of its API Credentials. The Customer is responsible for all use of the API Services made using its API Credentials, whether or not authorised.

6.3 The Customer's use of the API Services and Data Services is subject to the rate limits, request quotas, payload limits and other technical constraints described in the Supplier's API documentation or otherwise notified to the Customer. The Supplier may modify such limits from time to time on reasonable notice.

6.4 The Customer may cache or store data obtained through the API Services or Data Services solely to the extent reasonably necessary to use the Services as permitted under this Agreement. The Customer must not (a) create a persistent archive or independent database of data that would allow continued access to the data after termination of the Agreement; (b) redistribute, resell, sublicense or otherwise make the data available to any third party; (c) use the data to train, develop or benchmark any artificial intelligence or machine learning model; or (d) combine the data with other data sources in a manner that would enable a third party to derive the underlying Supplier data.

6.5 Upon termination of the Agreement or of the Customer's right to use the API Services or Data Services, the Customer must cease all use of the relevant data and, within 30 days, delete all copies of data obtained through the API Services or Data Services from its systems, except to the extent required by law to be retained.

6.6 The Supplier may, on reasonable notice, modify, deprecate or withdraw specific API endpoints, data fields or Data Service deliverables. The Supplier will use reasonable endeavours to maintain backwards compatibility where practicable and to give reasonable notice of material deprecations.

6.7 The Supplier uses data from exchanges and third-party providers in the provision of the API Services and Data Services. The Customer acknowledges that some data may be subject to additional

restrictions imposed by the originating exchange or data provider, and the Customer shall comply with any such restrictions notified by the Supplier.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier shall provide the Services to the Customer in accordance with the terms of this Agreement and shall use its commercially reasonable endeavours to make the Services available on the Websites, through the Apps, and (where applicable) via the API Services at all times, with the exception of planned and unscheduled maintenance.

7.2 The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services will meet the Customer's requirements. Further, the Supplier will not be responsible for any delays, delivery failure or any other loss or damage resulting from the transfer of data, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 In providing the Services the Supplier shall use such expertise, skill, care and diligence that would ordinarily be expected of a provider of services similar to the Services. For the avoidance of doubt the Services are provided for information only and do not and are not intended to provide financial, investment, legal, tax or other professional advice or recommendations to the Customer, which must use its own skill and know-how in its use and interpretation of the information provided by the Services.

7.4 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties or from independently developing, using, selling or licensing documentation, products, and/or services which are similar to those provided to the Customer.

7.5 The Supplier will maintain all required licences and consents necessary for the performance of its obligations under the terms of this Agreement.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall provide the Supplier with all necessary information and co-operation in relation to providing the Services and fulfilling the terms of this Agreement, including access to such information as may be required by the Supplier in order to render the Services.

8.2 The Customer shall comply with all applicable laws and regulations relevant in any jurisdiction in which it operates, and with respect to all of its activities and actions in respect of this Agreement, including without limitation applicable securities laws, anti-money laundering laws, export control laws and economic sanctions regimes.

8.3 The Customer shall ensure that its systems and networks comply fully with the relevant specifications that may be required from time to time by the Supplier to facilitate its internet connection to the Websites, the Apps, or the API Services for the provision of the Services.

8.4 The Customer shall be solely responsible for establishing and maintaining its network connections and in respect of all connectivity, problems, conditions, delays, delivery failures and all other losses or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet or the Customer's connection to the Websites, the Apps or the API Services.

9. DATA PROTECTION

9.1 The Supplier shall, in providing the Services, comply with its Privacy Notice as the same may be amended from time to time, relating to the privacy and security of any personal data relating to the Customer. The Privacy Notice is available on the Websites and within the Apps, and is incorporated into this Agreement by reference.

9.2 Both parties will comply with all applicable requirements of the Data Protection legislation as detailed in the Supplier's Privacy Notice, including the UK General Data Protection Regulation and the Data Protection Act 2018, and, where applicable to Customer personal data processed by the Supplier, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act (collectively, the "CCPA") and other US state consumer privacy laws.

9.3 The Supplier shall ensure that it has in place appropriate organisational and technical measures to protect against unauthorised or unlawful processing of any personal data and against accidental loss, destruction or damage to such data.

10. CHARGES AND PAYMENTS

10.1 The Supplier offers Services on both a free and paid-for basis. Free Services are limited in scope and may be withdrawn, or the Customer's access may be terminated, without notice.

10.2 When the Customer registers to receive the Supplier's paid-for Services, the Customer shall provide to the Supplier details of the Customer's chosen payment method (but only those payment methods stated on the Websites or within the Apps to be supported) so as to allow the Supplier to charge the Subscription Fees.

10.3 The Customer agrees to the Supplier debiting the Customer's chosen payment method for the Subscription Fee on a monthly, annual or other basis, as selected by the Customer upon sign-up, in advance, with the first payment being taken on or close to the Commencement Date and each subsequent payment during the Term being taken on or about the anniversary (or applicable billing interval) of the Commencement Date. For one-off Add-On Products, payment will be taken at the point of purchase. All charges will be subject to the applicable rate of value added tax (VAT), sales tax or other applicable tax.

10.4 If the Customer fails to pay the Subscription Fees when due (for example, due to expiration of the payment method or insufficient funds), the Supplier may charge interest to the Customer on the overdue amount at the rate of 3% a year above the then-current base lending rate of Lloyds Bank plc (or, for amounts payable in US dollars, the then-current Prime Rate published by the Wall Street Journal plus 3%). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Supplier may also, without any liability to the Customer, disable the Customer's account, password, API Credentials and access to the Services until all outstanding sums are fully paid.

10.5 The Supplier may, from time to time, offer discounts via voucher or otherwise. Unless otherwise stated, discounts will only apply to a single subscription period and in any case for not more than one calendar year. Discounts offered, but not accepted, may be withdrawn at any time at the discretion of the Supplier. Discounts will not be valid for any Customer found to be in breach of clause 4, 5 or 8 of this Agreement.

10.6 Except as set out in clause 10.7 or as required by applicable law, all subscription purchases and one-off purchases are final and not eligible for refund, full or partial, once paid.

10.7 Refund exception on annual auto-renewal. In the event of automatic renewal of an annual subscription for the second or subsequent year, the Customer has the right to cancel the most recently renewed annual subscription with a full refund for a period of seven (7) days from the date and time of the renewal payment. Cancellation under this clause must be requested through the in-product cancellation tools or by contacting customer support.

10.8 The Supplier reserves the right to modify the Subscription Fees. Any price changes will be communicated to the Customer in advance and, where required by applicable law (including California Business and Professions Code Sections 17600 et seq.), will not apply to the current Term but will take effect at the start of the next Renewal Term, subject to the Customer's right to cancel before that date.

10.9 Payments through app stores. Where the Customer purchases a subscription or Add-On Product via the Apple App Store or Google Play Store, payment and refund handling will be managed by the applicable app store in accordance with its own terms. The Supplier has no control over, and accepts no responsibility for, the payment and refund processes of the app stores.

11. LIABILITY AND DISCLAIMERS

11.1 Nothing in the Agreement shall limit or exclude either party's liability to the other for fraud, fraudulent misrepresentation, or for death or personal injury caused by the negligence of such party or by that of its employees or agents, or for any other liability which by law cannot be limited or excluded.

11.2 Neither party shall have any liability to the other for any consequential or indirect loss or damage whatsoever, whether or not they were aware of the same, and without limiting the generality of the foregoing, for any financial loss, loss of profit, business opportunity, investment loss or loss of data.

11.3 The parties agree that the total aggregate liability of each party to the other howsoever arising in connection with the Agreement shall be limited to the greater of (a) 50% of the Subscription Fees paid by the Customer to the Supplier during the 12-month period prior to the cause of action arising, or (b) one hundred US dollars (US\$100).

11.4 The Services, including all data, content, reports, metrics, estimates, scores, signals and analytics, are provided on an "AS IS" and "AS AVAILABLE" basis for informational purposes only. The Supplier makes no representation or warranty whatsoever that the Services are complete, accurate, current or error-free, and expressly disclaims, to the maximum extent permitted by applicable law, all warranties, whether express, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy of data and quiet enjoyment. Some jurisdictions do not allow the exclusion of certain warranties, so some of these exclusions may not apply to the Customer; in such case, the excluded warranties apply only to the minimum extent required by applicable law.

11.5 The Customer acknowledges and agrees that the Services and all data available through the Websites, the Apps, the API Services and the Data Services are for informational purposes only and do not constitute advice, recommendation, solicitation or offer to buy or sell any security or other financial instrument. Nothing within the Services shall be considered to be a solicitation or offer to buy or sell any security or other financial instrument in any jurisdiction.

11.6 The Customer accepts sole responsibility for its selection of the Services as a data source and acknowledges that the Services are not intended to be a substitute for the Customer's own research, due diligence, skill, judgement or management in making its own investment decisions.

11.7 The Customer acknowledges that any investment decisions the Customer makes shall be deemed to be at the Customer's sole risk, and the Supplier shall not have any liability to the Customer or any third party for losses resulting from any of the Customer's financial, investment or business decisions.

11.8 Neither party shall have any liability to the other for delay or failure to carry out an obligation under the Agreement in consequence of force majeure. For the purposes of this clause force majeure refers to an event or circumstance such as acts of war, riot, acts of God, pandemic, acts of terrorism, cyber-attack by third parties, and similar events beyond the reasonable control of the parties and not contemplated by them at the Commencement Date. Without limiting the generality of the foregoing, the Supplier is not responsible for any delays, failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, interruptions, delays or other problems inherent in the use of such communications facilities.

11.9 Estimates and modelled data. The Customer acknowledges that a significant part of the Services, including short interest, short interest as a percentage of free float, cost to borrow, availability, utilisation, days to cover and similar short-selling and positioning metrics, consists of estimates produced by the Supplier's own models from incomplete third-party securities-lending and market data, and not official, exchange-reported or regulatory figures. Estimated and modelled data is inherently uncertain, is labelled as an estimate where reasonably practicable, and may differ materially from figures subsequently reported by exchanges, regulators or other sources. The Supplier does not warrant that any estimate is, or will prove to be, accurate.

11.10 Scores, signals, rankings and analytics are not recommendations. The Services include quantitative outputs generated automatically by the Supplier's algorithms, including without limitation the ORTEX Stock Score, the Short Score, sub-scores, trading signals, rankings, screeners and other analytics (together, "Analytics"). Analytics are not statements of fact, are not personalised to the Customer, do not take account of the Customer's objectives, financial situation or needs, and do not constitute investment advice, a rating, a credit rating, or a recommendation, offer or solicitation to buy, sell or hold any security or to adopt any trading or investment strategy. The Supplier does not guarantee the accuracy, completeness or suitability of the assumptions, models or data underlying any Analytics, and any decision the Customer makes in reliance on Analytics is made at the Customer's sole risk.

11.11 Forecasts and forward-looking information. Certain Services, including index rebalance forecasts, event forecasts, Market Intelligence content and other forward-looking outputs, are predictions or opinions about future events. Forward-looking information is inherently uncertain, is based on assumptions and data available at the time it is produced, and may prove to be incorrect. Actual events and outcomes may differ materially from any forecast, and the Supplier gives no warranty or guarantee that any forecast or forward-looking statement will be realised.

11.12 Hypothetical and backtested performance. Certain Services, including the Supplier's backtester and any strategy, signal or score performance statistics or performance figures shown within the Services or on the Websites, present hypothetical, simulated or backtested results. Such results are provided for illustration only and have inherent limitations. In particular, and without limitation:

- a. hypothetical and backtested results do not represent actual trading, and no actual account traded the strategy, signal or selection shown;
- b. they are prepared with the benefit of hindsight and depend on assumptions, rules, parameters and data selected by the user or the Supplier, which may be changed and which materially affect the results;
- c. they do not reflect, and make no allowance for, trading and borrowing costs, commissions, fees, taxes, financing, market impact, slippage, or the availability of stock to borrow, and actual results would differ from, and are likely to be lower than, the results shown;
- d. they cannot fully account for all market factors, including a lack of liquidity, that would have affected actual trading; and
- e. no representation is made that any account will, or is likely to, achieve profits or losses similar to those shown.

The Customer acknowledges the following statement: HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN INHERENT LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER- OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. PAST PERFORMANCE, WHETHER ACTUAL OR HYPOTHETICAL, IS NOT A RELIABLE INDICATOR OF FUTURE RESULTS.

11.13 AI-generated content. Certain Services, including ORTEX AI and other generative features, produce content automatically using artificial intelligence and large language models. Such content may be inaccurate, incomplete, out of date or misleading, may misinterpret the underlying data, and is generated without human verification. AI-generated content is provided for information only, does not constitute advice or a recommendation, and must not be relied upon without independent verification against the underlying data and relevant primary sources.

11.14 Timeliness and reliance. Data made available through the Services, including prices, may be delayed, may be provided on an end-of-day or periodic basis, and is provided for information and analysis only. The Services are not a real-time trading, execution or order-routing system, and the Customer must not rely on the Services as the sole basis for any time-sensitive trading or investment decision. The Customer is solely responsible for verifying any data or output on which it intends to rely against the relevant primary source before acting.

11.15 Errors, omissions and interruptions. To the maximum extent permitted by applicable law, the Supplier shall have no liability to the Customer or to any third party for any error, inaccuracy, omission, delay, interruption, suspension or discontinuance in or of any data or the Services, howsoever caused, or for any decision made or action taken by the Customer or any third party in reliance on the Services.

11.16 Trading Ideas - nature of the product. Trading Ideas is an informational feature that surfaces a small number of automatically generated trade setups each trading day. Trading Ideas are not investment research, investment advice, or a personal recommendation, and nothing in the feature

constitutes an offer, solicitation, or inducement to buy or sell any security or other instrument. The Supplier does not act as the Customer's adviser, broker, or fiduciary in providing Trading Ideas.

11.17 Trading Ideas - AI generation. Each Trading Idea, including its headline, thesis, supporting narrative, and accompanying text, is generated by artificial intelligence from ORTEX data. AI-generated analysis can be inaccurate, incomplete, or out of date, and may not reflect events occurring after the data it was generated from. The Customer must not rely on any Trading Idea as a statement of fact.

11.18 Trading Ideas - historical-data basis. Trading Ideas are derived from historical market, securities-lending, options, and related data in order to identify statistical patterns. Historical patterns may not repeat, and any backtested or historical performance figures shown alongside an idea are hypothetical in nature, do not represent actual trading, and are not indicative of future results.

11.19 Trading Ideas - no suitability assessment. Trading Ideas are generated without any knowledge of the Customer's individual circumstances, objectives, financial situation, or risk tolerance, and no assessment of suitability or appropriateness has been made. The Customer is solely responsible for evaluating whether any idea is appropriate for the Customer, and should conduct its own research and consider taking advice from a licensed financial adviser before trading.

11.20 Trading Ideas - no warranty. Trading Ideas are provided "as is" and "as available". The Supplier makes no warranty or representation, express or implied, as to the accuracy, completeness, timeliness, or reliability of any Trading Idea, or as to the performance of any instrument mentioned. To the fullest extent permitted by law, the Supplier accepts no liability for any loss arising from reliance on, or trading based upon, a Trading Idea.

11.21 Trading Ideas - short ideas and unlimited risk. Some Trading Ideas identify short-direction setups. Short selling carries the risk of unlimited loss: because there is no ceiling on how far a price can rise, losses on a short position can exceed the amount initially committed, and borrowing costs, recalls, or buy-ins can force a position to be closed at unfavourable prices. Short-direction ideas are suitable only for users who understand and can bear these risks. Capital is at risk.

11.22 Trading Ideas - modification and discontinuance. The Supplier may modify, suspend, limit access to, or discontinue the Trading Ideas feature, in whole or in part, at any time and without notice, and may amend these terms as provided in the general amendment provisions of this Agreement.

12. DEFAULT BY CUSTOMER

12.1 If the Supplier determines, in its sole discretion, that (i) the Customer is not in compliance with any of the conditions, terms or provisions of this Agreement; (ii) any of the Customer's representations or warranties in this Agreement are untrue; or (iii) a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver is filed by or against the Customer, then the Supplier shall have the immediate right, in its sole discretion, to take one or more of the following actions: (x) to terminate this Agreement without notice; (y) to suspend or revoke the Customer's API Credentials and access to the Services; or (z) to pursue such other remedies as it may be entitled to by virtue of or under this Agreement, or at law or in equity.

13. THIRD PARTIES

13.1 The Customer acknowledges that the Services will contain content from third parties and understands that although the Supplier will use its reasonable endeavours to monitor what appears on

the Websites and within the Apps, the Supplier gives no warranty as to its accuracy, timeliness, sequence or completeness, or that the third party has adhered to these Standard Consumer Terms. In the event that the Customer is aware of any inaccuracies in the content or any breach of these Standard Consumer Terms or any other breach of third-party rights, the Customer shall promptly notify the Supplier and the Supplier will use its reasonable endeavours to rectify the content.

13.2 The Supplier uses data from exchanges and third-party providers in the provision of the Services and in doing so warrants to the Customer that the Supplier has all necessary consents in place to permit the Supplier the use of such data in the provision of the Services.

13.3 The Customer acknowledges that the Services may enable or assist it to access the website content of third parties and the Customer does so entirely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party website. The Supplier refers the Customer to the third party's own terms and conditions and privacy policy before using any third-party website. The Supplier does not endorse nor approve any third-party website or the content of any third-party website, whether or not the same is made available via the provision of the Services. Any such transaction is between the Customer and the third party and not the Supplier.

14. CONFIDENTIALITY

14.1 Each party shall hold the other party's Confidential Information in confidence and shall not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Further, each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

14.2 A party may disclose Confidential Information to the extent that it is required to be disclosed by law or by any government or regulatory authority or by a court of competent jurisdiction, subject to notifying the other party to the extent that it is permitted to do so, or if it is already in the public domain other than by a breach of the terms of this Agreement.

14.3 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

15. INDEMNITY

15.1 The Customer shall defend, indemnify and hold harmless the Supplier and its officers, directors, employees and agents against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services (including use of any API Credentials issued to the Customer) or the Customer's breach of this Agreement, provided that the Customer is given reasonable notice of such claim, the Supplier provides reasonable cooperation to the Customer in respect of defending or settling such claim, and the Customer is given authority to defend and settle the claim (provided that the Customer shall not settle any claim in a manner that admits liability on the part of the Supplier or imposes any non-monetary obligation on the Supplier without the Supplier's prior written consent).

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Customer acknowledges and agrees that the Supplier and/or the Supplier's licensors own all Intellectual Property Rights in the Services and in all documentation, Software, Apps, API Services, Data Services and content of the Websites and all derivatives thereof and creations therein in any format, and that the Intellectual Property Rights vest solely and absolutely in the Supplier or its licensors.

16.2 This Agreement does not grant the Customer any rights to, under or in, any patent, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licences in respect of the Services, the Software, the Apps, the API Services or the Websites. For the avoidance of doubt, ORTEX and the ORTEX logo are trademarks of the Supplier.

16.3 The Customer acknowledges that the design and presentation of the Services, the Websites, the Apps, the Software and all associated data content, icons, reports, graphs, tables, information, graphics, and applications, and all other elements of the Services whether or not visible on the Websites or Apps, are protected by the Supplier's Intellectual Property Rights and must not be duplicated, copied or otherwise replicated in whole or part.

16.4 The Customer shall not infringe the Supplier's Intellectual Property Rights in any way, whether intentionally or unintentionally.

17. TERMINATION

17.1 The Agreement may be terminated by the Customer by using the termination procedures available within the Service. After such termination the Customer will retain access to the Service for the duration of the current period, save that subscriptions purchased via the Apple App Store or Google Play Store must be cancelled through the applicable app store.

17.2 The Agreement may be terminated by either party giving to the other at least 30 days' written notice of their wish to terminate the Agreement, ending on the last day of the Initial Term or at the end of any subsequent Renewal Term.

17.3 This Agreement may be terminated by either party with immediate effect by giving written notice to the other if:

- a. the other commits a material breach of any term of this Agreement which cannot be rectified, or which could be rectified but after 30 calendar days' written notice of the breach has not been rectified; or
- b. the other party suspends payment of its debts or is deemed unable to do so pursuant to the provisions of the Insolvency Act 1986 or any re-enactment of the same (or the equivalent provisions of any applicable insolvency law in any other jurisdiction), enters into compromise arrangements with its creditors (other than for a solvent reorganisation), is adjudicated bankrupt or insolvent, has an administrator or administrative receiver appointed, or where a winding-up petition is filed, notice is given, or a resolution passed in respect of the same.

17.4 This Agreement may be terminated with immediate effect by the Supplier if the Customer fails to pay the Subscription Fees on the due date for payment and remains in default for 30 calendar days after being notified in writing to make the payment.

18. POST TERMINATION

18.1 Upon termination of this Agreement for any reason, all permissions, consents and licences granted under the terms of this Agreement shall immediately terminate and the Customer shall immediately cease to use the Services, and the Customer's access to the Services (including API Credentials) will be disabled.

18.2 Upon termination of this Agreement for any reason, the parties shall make no further use of any data relating to the other party (if any), and the Customer shall comply with the data deletion obligations set out in clause 6.5.

18.3 Upon termination or non-renewal for any reason, the Supplier may destroy or otherwise dispose of any of the Customer's data in its possession (if any) unless notified by the Customer prior to termination of the Agreement that it requires any Customer data to be returned.

18.4 All rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination which existed at or before the date of termination of the Agreement shall not be affected or prejudiced.

19. APP STORE TERMS

19.1 This clause 19 applies where the Customer accesses any App through the Apple App Store or the Google Play Store. The Customer acknowledges that this Agreement is concluded between the Customer and the Supplier only, and not with Apple Inc. ("Apple") or Google LLC ("Google"). The Supplier, not Apple or Google, is solely responsible for the App and its content.

19.2 The Customer's licence to use the App is limited to a non-transferable licence to use the App on any Apple-branded or Android device that the Customer owns or controls, in accordance with the Usage Rules set forth in the Apple App Store Terms of Service or the Google Play Terms of Service (as applicable).

19.3 Apple and Google have no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, the Customer may notify Apple or Google, who will (where applicable) refund the purchase price for the App to the Customer. Apple and Google have no other warranty obligation whatsoever with respect to the App.

19.4 The Supplier, not Apple or Google, is responsible for addressing any claims by the Customer or any third party relating to the App, including product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, or claims arising under consumer protection, privacy or similar legislation.

19.5 In the event of any third-party claim that the App or the Customer's possession and use of the App infringes that third party's intellectual property rights, the Supplier, not Apple or Google, will be solely responsible for the investigation, defence, settlement and discharge of any such claim.

19.6 The Customer represents and warrants that it is not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and that the Customer is not listed on any US Government list of prohibited or restricted parties.

19.7 The Customer acknowledges and agrees that Apple and Google, and Apple's and Google's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon the Customer's acceptance of this Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the Customer as a third-party beneficiary.

20. US CUSTOMER PROVISIONS

20.1 This clause 20 applies to Customers located in the United States.

20.2 Electronic communications. By using the Services, the Customer consents to receive communications from the Supplier electronically (including by email, in-app message and push notification). The Customer agrees that all agreements, notices, disclosures and other communications provided electronically satisfy any legal requirement that such communications be in writing.

20.3 No investment advice, no brokerage, no rating agency. The Supplier is not registered as an investment adviser under the US Investment Advisers Act of 1940, as a broker-dealer under the US Securities Exchange Act of 1934, as a futures commission merchant or commodity trading advisor under the US Commodity Exchange Act, or as a nationally recognized statistical rating organization (NRSRO). The Supplier does not provide personalised investment advice, does not act as a fiduciary to the Customer, and does not recommend any specific securities or investment strategy. All content provided through the Services is for informational and educational purposes only.

20.4 Export controls and sanctions. The Services are subject to US export control and sanctions laws, including the US Export Administration Regulations (EAR) and regulations administered by the US Department of the Treasury's Office of Foreign Assets Control (OFAC). The Customer shall not access or use the Services from, or export or re-export the Services to, any country, region or person subject to comprehensive US sanctions, or any person on OFAC's Specially Designated Nationals and Blocked Persons List or other restricted party lists.

20.5 Consumer rights. Nothing in this Agreement is intended to limit any rights the Customer may have as a consumer under applicable US federal or state law that cannot be limited or waived by contract. If any provision of this Agreement is held to be unenforceable with respect to a US Customer under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of this Agreement shall continue in full force.

21. CALIFORNIA RESIDENT PROVISIONS

21.1 This clause 21 applies to Customers who are California residents, in addition to clause 20.

21.2 Automatic renewal disclosure (Cal. Bus. & Prof. Code Sections 17600 et seq.). The Customer's paid subscription will automatically renew at the end of each Term at the then-current Subscription Fee until cancelled. The Customer will be charged the Subscription Fee plus any applicable taxes through the payment method on file. The Customer may cancel at any time, effective at the end of the current Term, through the in-product cancellation tools on the Websites or within the ORTEX App, or by contacting customer support. For subscriptions purchased through the Apple App Store or Google Play Store, cancellation must be performed through the applicable app store. No refunds will be provided for the unused portion of the current Term, except as set out in clause 10.7 or as required by applicable law.

21.3 Privacy rights. California residents have specific rights under the CCPA, including the right to know, delete, correct, limit the use of sensitive personal information, and opt out of the sale or sharing of personal information. These rights, and the Supplier's procedures for exercising them, are described in the Supplier's Privacy Notice.

21.4 Complaint resolution. Pursuant to California Civil Code Section 1789.3, California Customers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Customer and the Supplier with respect to the subject matter hereof, and supersedes all prior negotiations, communications, understandings and agreements with respect thereto.

23. SEVERANCE

23.1 If any provision or part of this Agreement is invalid, illegal or unenforceable, then this Agreement shall be deemed to be modified to the minimum extent possible to make it legal, valid and enforceable. Any modification to or deletion of a provision or part of this Agreement shall not affect the validity and enforceability of the rest of this Agreement.

24. VARIATION

24.1 No variation of this Agreement shall be effective unless it is in writing, save that the Supplier may vary these Standard Consumer Terms in accordance with clause 29.

25. WAIVER

25.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26. ASSIGNMENT

26.1 The terms of this Agreement and the permissions granted under its terms are specific to the parties to this Agreement, and the Customer may not assign any of the rights authorised, granted and/or licensed under the terms of this Agreement without the prior written consent of the Supplier. The Supplier may assign or transfer this Agreement in connection with a merger, acquisition, reorganisation or sale of all or substantially all of its assets.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as an agent for the other, and neither party shall have authority to

act in the name of or on behalf of the other in any way.

28. THIRD PARTY RIGHTS

28.1 Except as expressly set out in clause 19.7 (App Store third-party beneficiaries), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29. NOTICES AND CHANGES TO AGREEMENT TERMS

29.1 Any notice given under the terms of this Agreement shall be in writing and either delivered by hand or sent by pre-paid first-class post or registered post to the other's registered office, or by email to the other's email address as notified to the other party for this purpose. Notices for termination of the Service can be sent by the Customer by using the termination procedures available within the Service.

29.2 The Supplier reserves the right to change the terms of this Agreement, including the associated Subscription Fees, by giving 30 days' notice (or such longer notice as may be required by applicable law, including California Business and Professions Code Sections 17600 et seq.), unless the change is required for compliance with law, in which case the change may take effect on such shorter notice as is reasonable in the circumstances. The Customer's continued use of the Services following the effective date of the change constitutes acceptance of the revised terms. If the Customer does not agree to the revised terms, the Customer's sole remedy is to terminate the Agreement in accordance with clause 17.

30. SURVIVAL

30.1 The provisions of clauses 6.5, 9, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 31 shall survive the completion of performance or any termination of this Agreement.

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement is governed by English law. This means that the Customer's access to and use of the Services will be governed by English law.

31.2 Each party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.

31.3 Notwithstanding clause 31.2, nothing in this Agreement shall prevent a Customer who is a consumer from bringing proceedings in the courts of the Customer's country of residence where such right cannot be excluded under applicable mandatory law, nor shall anything in this Agreement limit any non-waivable rights a Customer may have under the mandatory consumer protection laws of the Customer's country or state of residence.