



## Data Declaration and Acceptance of Terms of Use

### Professional usage declaration

Name of Organisation: \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_

#### References to:

**"You"**, **"Your"** **"I"** **"my"** are each references to the person utilising the Data, the individual who is authorised to make this declaration.

**"Your details"** are Your Name, Your login details, the organisation You are employed by, Your usage of the relevant Data and this Declaration.

You wish to subscribe for data which IRESS has sourced from various data vendors ("**Data**"). The Data will be delivered to You pursuant to the terms of an arrangement with Your broker/intermediary and IRESS. In order for IRESS to provide this Data to You and for this to be at the relevant royalty rate which You shall pay to Your broker/intermediary, IRESS needs You to (i) declare that the following statements are true and correct and (ii) to confirm that You accept the Terms of Use (as defined below), in each case for any Data for which You may subscribe from time to time.

You accept that IRESS may be required to share Your details and the fact that You have provided Your acceptance to the statements below with the relevant data providers in order to entitle IRESS to provide the Data to You.

**Statement**

1	<b>(Natural person):</b> I am a natural person (i.e. not a company or other form of legal entity) and I am subscribing (i.e. registering and paying) in an individual/personal capacity.
2	<b>(Professional status)</b> I am, <b>at least one</b> of the following: (a) registered or qualified (or required to be registered or qualified as), a securities trader, investment adviser or asset manager with any local or foreign exchange, regulatory authority, professional association or recognised professional body; or (b) a professional securities trader, investment adviser or asset manager with any local, national, state or foreign exchange, regulatory authority, professional association or recognised professional body; or (c) using the Data for business purposes such as commercial securities trading or a trader to the public, or the investment of corporate funds, the professional management of third party assets, or for any activities with a credit institution, a financial services institution or any other company which is subject to any domestic or foreign banking, stock exchange, securities trading or investment speculation; or (d) managing, operating, or legally representing/acting on behalf of a credit institution or financial services institution. (e) carrying out regulated activities within the meaning of the Financial Services and Markets Act 2000 (UK). (f) employed by a bank or insurance company and I do not perform functions relating to securities, investment or trading activity (g) subject to the rules or supervision of a financial supervisory authority, or authority in control of financial instruments or securities regulations (h) registered or qualified with the Securities and Exchange Commission (SEC), the Commodities Futures Trading Commission, any provincial, state or government securities agency, any securities exchange or association, or any commodities or futures contract market or association.
3	<b>(No redistribution):</b> I will not distribute, re-publish or otherwise provide the Data onward to third parties in any manner.
4	I agree to provide such information and documents IRESS may reasonably require in order to confirm the validity of these representations.
5	I accept that my use of the Data is conditional upon the validity of my answers to these questions.
6	I accept that I may be liable to IRESS or the Data Provider for additional fees and charges in the event of any change in circumstances or non-compliance with the terms of this statement.
7	I hereby accept that the data contained in this statement may be processed, stored for a period of no more than three years and may be accessed for inspection by the Data Provider during the storage period if an audit is performed.

I declare that for the Data which I subscribe to receive from IRESS, the applicable statements listed above are true and correct as at the date of acceptance and shall remain true for as long as I continue to receive such Data. I shall inform IRESS or my broker/intermediary immediately in the event that any of these statement are or become untrue.

I acknowledge that I have reviewed the terms of use applicable to the Data which has been made available by IRESS at the following site: <http://support.iress.com.au/legal/thirdpartydata.html> ("**Terms of Use**").

I accept each Data vendor's Terms of Use relevant to the Data.

To the fullest extent permissible by law, IRESS disclaims all liability for any loss or damages (whether direct or indirect, consequential, punitive or exemplary) relating to my use of the Data. I agree that my access to (or inability to access) the Data is at my sole risk. In the event that IRESS is liable, notwithstanding the foregoing sentences, to the extent permissible by law, IRESS' liability in respect of the Data is limited to the amount that my broker/intermediary paid IRESS in relation to my use during the six (6) months previous to the event resulting in the liability.

Signed \_\_\_\_\_

Dated \_\_\_\_\_