



GENERAL INDEX

GENERAL INDEX WEBSITE TERMS AND CONDITIONS

This website (www.general-index.com) is operated by General Index Limited ("GX"), a provider of commodity indexing solutions. References in these Website Terms and Conditions ("terms") to "we", "our" or "us" are references to General Index Limited. We refer in these terms to "you" or "your", which means a user or viewer of our website. These terms set out the rules for using our website.

When we talk about "using our website", we mean:

- browsing and accessing our website and its content; and
- using the features on our website that allow you to:
 - o enquire about any services we may offer; and/or
 - o signup to our mailing list,

these features are referred to collectively in these terms as the "Services" we provide via our website.

Reference to "use our website" means the same as "using our website".

Please read these terms carefully before you start using our website. By using our website, you agree and acknowledge that you will abide by these rules and comply with these terms. If you do not agree to these terms, you must stop using our website.

1. What is in these terms?

Please use the links below to find out more about these terms:

- Who are we and how can you contact us?
- What other terms may apply to you by using our website?
- Can we make changes to these terms and our website?
- Can we temporarily or permanently take down our website?
- What can you do with the content on our website?
- Can you rely on the works and any content on third party websites?
- Are you allowed to link to our website?
- What's our liability to you and your liability to us?
- What should you know about viruses and any misuse of our website?
- What laws apply to your use of our website?

2. Who is General Index Limited and how can you contact us?

We are a private limited company registered in England under company number 12335370, and our registered office is at Calder & Co, 30 Orange Street, London, United Kingdom, WC2H 7HF. You can write to us at our physical office address 3 Waterhouse Square, 138-142 Holborn, London EC1N2SW, email us at info@general-index.com or call +44 (0) 203 983 4440.

3. What other terms may apply to you by using our website?

By using our website, you also agree to abide by our "privacy policy" (available at <https://general-index.com/pages/privacy-policy-and-cookies>) which tells you

General Index Ltd
+44 (0)203 983 4440
info@general-index.com
general-index.com

Registered in England & Wales. Company No. 12335370. Registered office: 30 Orange St, London WC2H 7HF



about how we use personal data that we collect from you or that you provide to us.

By using our website, you acknowledge and agree that you have read the terms of our privacy policy and you give us permission to use your personal data in accordance with our privacy policy (where we require permission) and you will make sure personal data that you give to us is accurate, correct and, where necessary, kept up to date.

These terms do not apply to the provision of any commodity indexing services or similar services that you may procure from us in the future. Those services will be subject to other terms and conditions made available to you and agreed between us at the time.

4. Can we make changes to these terms and our website?

We may change these terms from time to time, so we encourage you to check these terms each time you are using our website to check that you understand the terms and still agree to them. We may also change or update our website from time to time, which may include any of our website content or information or updating or changing information about the events listed on our website.

We might make changes to these terms, or changes or updates to our website, to take into account any changes in our company's or our users' needs. If we make any major changes, we aim to tell you about these changes by updating these terms.

These terms were first published on our website on 21 February 2020. Updates were made on 16 June 2020.

5. Can we temporarily or permanently take down our website?

We make our website available free of charge and cannot guarantee that our website will always be available or uninterrupted.

We may temporarily or permanently take down our website, or restrict the availability of any part of, or the whole of, our website, and we may do this because it is in our company's interests, or because it would be in the interests of our users. We will try to give you reasonable notice before we temporarily or permanently take down our website or restrict its availability.

It is your responsibility to make sure you have an internet connection if you want to use our website. If you allow any other person to use our website, including but not limited to, from your equipment or from your account (if applicable), you are responsible for making sure that they have read these terms carefully, including our policies above, and agree to these terms and our policies.

6. What can you do with the content of our website?

We or our subsidiaries own, or are the licensee of, all intellectual property rights in



our website, and any content which includes the available GX commodity price indexes (GX Data) on our website (including third party content on our website), which together we call “the works”. The works are protected by copyright laws and treaties around the world. All such rights in the works are reserved. When we talk about “intellectual property rights”, we mean all copyright, patents, trademarks, trade secrets, trade names, logos, designs and other intellectual property rights in the works, as well as text, images, graphics, designs, layouts, appearances, logos, audio, video and other material appearing on our website.

GX Data is calculated using proprietary methodologies, including the application of expert judgement which is set-out in the relevant GX documentation and maybe modified as appropriate from time to time at GX discretion without any prior notice being required. All rights, interests and title are reserved by GX. Any use of this GX Data is at your own risk and you agree to use this for personal, non-commercial use only.

GX Data is made available “as is” and GX does not warrant the completeness, accuracy, timeliness, non-infringement or any other feature of the GX Data. All GX Data should be considered as a reference only.

No licence is granted to you in respect of GX Data. Any ad hoc, non-systemic referencing to GX data (“Permitted use”) must credit GX as the source with a link to general-index.com. You acknowledge that any Permitted Use does not grant rights and specifically does not permit you to use GX Data to resell or otherwise commercialise GX Data or to create, settle or issue any financial instruments, products, services or indexes. You will also agree not to disassemble, reverse-engineer, or analyse GX Data. Contact us to discuss any requirement to use GX Data beyond the Permitted Use.

You are not allowed to copy, reproduce, modify, print or download copies of the works for your own personal or business use. You must not use the works for commercial purposes unless you obtain a licence to do so in writing from us or our licensors.

If you breach any of these terms, you must stop using our website and the works immediately, and you must, at our option, either return or destroy any and all copies of the works that you have, or have had, in your possession (including any modified versions of the works that you have created in breach of these terms).

7. Are you allowed to link to our website?

You may link to our website, but you must do so in a way that is fair and legal, does not damage our reputation or take advantage of it. Unless you have our permission to do so, your link must not suggest any form of association, approval or endorsement from or with us. We reserve the right to withdraw your rights to link to our website at any time. You must not frame or include our website on any other website.



8. What's our liability to you and your liability to us?

When we will be liable to you:

We will be liable to you for any loss causing death or personal injury arising from our negligence, or caused by our fraud or fraudulent misrepresentation, or for any other liability that we cannot exclude or limit by law.

When we will not be liable to you:

We are not responsible for the actions or failed actions of any third party and our liability to you is limited to our actions or failed actions.

To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied.

We will not be liable to you for any loss or damage that was not foreseeable to you and us during your use of our website and that does not flow directly and naturally from our breach. In addition, we will not be liable to you for any loss or damage arising from, or in connection with:

- your reliance on any of the information on our website;
- any provision of the Services under these terms and such liability shall be set out in the agreement we have with you that governs the provision of such Services to you; and
- any virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or any other material from your use of our website (including your use of the information on our website), or any of the websites that link to or from our website, except when this loss or damage is caused by our failure to use reasonable care and skill.

In addition, while using our website for commercial purposes, we will not be liable under any circumstances for any: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; or loss of business opportunity, goodwill or reputation.

It is your own responsibility to ensure that any products, services or information available through our website meet your specific requirements.

When you may be liable to us:

We reserve the right to take any action as we believe is necessary to enforce any legal rights against you arising out of, or in connection with, any unauthorised use of our website and/or any breach of these terms. Such acts by you may give rise to a claim for damages and/or be a criminal offence.



9. What should you know about viruses and any misuse of our website?

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your computer equipment and computer programs so that you can use our website safely and free from bugs or viruses. We strongly recommend that you use your own protection software.

You must not misuse our website by knowingly introducing viruses, Trojan horses, worms, logic or time-bombs, keystroke loggers, spyware, adware, malware or ransomware, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

If you carry out any of the acts listed in the paragraph above, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and in such event we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

10. What laws apply to your use of our website?

The laws of England & Wales apply to and govern these terms (including the formation of these terms). You and we agree that the courts of England & Wales will deal exclusively with any dispute arising out of, or in connection with, these terms.