



Terms and Conditions

- (1) **General.** The Cboe logo, data, and content (collectively “Cboe Content”) will be used only as specifically approved by Cboe, and only for the purposes described in the Request to Use Cboe Content.
- (2) **Appearance of Content.** You will ensure that the presentation of the Cboe Content will be consistent with Cboe’s own use of the Cboe Content in comparable media. From time to time Cboe may provide you with written guidelines as to the size, typeface, colors, and other graphic characteristics of the Cboe Content, which upon delivery to you shall be deemed to be incorporated into these Terms and Conditions. You should ensure that, to the extent practicable, Cboe Content is clearly attributed as originating from Cboe.
- (3) **Notices.** All trademarks and service marks included in Cboe Content will be designated with “SM”, “TM”, or ®, in the manner directed by Cboe.
- (4) **Use for Cboe’s Benefit.** Any use of the Cboe Content shall inure to the benefit of Cboe. By using the Cboe Content pursuant to Cboe’s approval, you acknowledge Cboe’s ownership of all Cboe Content and warrant that you will not take any action which is inconsistent with Cboe’s ownership.
- (5) **Restrictions on Use.** You may not use or display the Cboe Content in the following ways:
 - a. In any manner that implies a relationship, affiliation, sponsorship, or endorsement or that suggests editorial content has been authored by or represents the views or opinions of Cboe or Cboe personnel;
 - b. In any manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Cboe, or impairing of the rights of Cboe in its trademarks or logos, in the sole opinion of Cboe; and
 - c. On a site that violates any law or regulation or is otherwise deemed unsuitable by Cboe.
- (6) **Free Access to Cboe Content.** You may not charge for access or use of Cboe Content by third parties unless such charge is a flat fee payable to you for access to market data generally, such that the fee is not payable, in whole or in part, specifically to access Cboe Content. Any other fee arrangements will be deemed to be in violation of these Terms and Conditions.
- (7) **Reproduction of Cboe Content.** You may not frame or mirror any Cboe page on your web page unless given explicit permission from Cboe.
- (8) **Modifying Permission.** Cboe reserves the right in its sole discretion to terminate or modify your permission to display Cboe Content at any time and to take action against any use that does not conform to these terms and conditions, infringes any Cboe intellectual property or other right, or violates applicable law.
- (9) **Non-Exclusive Remedy.** You will make any changes to your use of Cboe Content as requested by Cboe. This remedy is in addition to any other legal remedies to which Cboe may be entitled in relation to your use of Cboe Content.

I acknowledge that I have reviewed the above Terms and Conditions for use of Cboe Content and that I and my organization agree to those Terms and Conditions which will govern any use of Cboe Content in relation to the associated Request to Use Cboe Content. I understand that submitting these Terms and Conditions to Cboe in no way grants or implies permission to use Cboe Content in any form.

By: _____

Print Name: _____

Title: _____

Organization: _____

Date: _____

Upon signing these Terms and Conditions, please fax them to 913.815.7119, Attn: Permissions Agent, or email to permissions@bats.com.