

# TERMS AND CONDITIONS FOR ONLINE PAYMENTS

These terms and conditions (“Payment Terms”) apply to any payment you make to us for Market Data and/or NYSE Data Products (the “Service”) using a credit or debit card. As used in these Payment Terms, “we,” “us,” and “our” refer to New York Stock Exchange, LLC and our current and future affiliates. “You” and “your” refer to the person giving this consent and to any person you are authorized to represent with respect to use of the Service. By authorizing payment(s) to us in connection with the Service, you are accepting and agreeing to these Payment Terms.

## Payment Authorization

- Payment(s) through the Service may only be made with a credit card or debit card that we accept and that has been issued to you as the cardholder, and for which you have provided us with the information we require to process payments (“Card”). We may elect to accept or decline any credit card or debit card for any reason, in our sole discretion.
- You are authorizing us to obtain payment of all fees you incur or agree to incur for the Service, either now or any time in the future, via charge(s) to the account accessed using the Card.
- If you agree to a recurring payment, you are authorizing regularly scheduled charges to the Card. You will be charged the applicable payment for each billing period. A receipt for each payment will be provided to you at the email address you have provided to us, and the charge will appear on the next periodic statement you receive for transactions on your Card. You agree that we are not required to provide you with prior notification of recurring payments unless the date or amount of the payment changes, in which case we will send you a notice, addressed to the email address you have provided to us, at least 10 days prior to the date the payment is processed.
- If any payment date falls on a weekend or holiday, the payments may be processed on the next business day.
- If a recurring payment is not authorized, we will send you a notice at the email address you have provided to us. You will have 7 calendar days from that date to make alternative arrangements to make the payment. If the payment is not made, we may cancel your access to the Service and/or any subscription you have contracted for within the Service.
- The authorization to charge your Card will remain in effect until you cancel it in accordance with the procedures we establish, which may change from time to time and will be described on our website. You may cancel this authorization at any time, provided that you notify us at least 15 days prior to the next billing date.

## Payment Information

- The Card information supplied at the time of using Service is processed by our payment service provider (“Payment Processor”). We do not retain any information concerning the Card except for the type of Card, the last four digits, expiration date, name, and address. The Payment Processor may retain additional information concerning you and your Card. Use of the information by the Payment Processor is governed by the Payment Processor’s privacy policy.
- The service is provided using the Payment Processor through a secure website. However, you acknowledge that your personal information, including without limitation Card information, transmitted over the Internet may be susceptible to interception, misuse, hacking, theft and/ or fraud.

## **Your Responsibilities**

- You are responsible for assuring that all the information provided as part of the Service, including information concerning the Card and Card data, is correct, accurate and complete.
- Each time you authorize a one-time or recurring payment, or provide information concerning your Card, you are representing, warranting, and confirming that:
  - You are over 18 years of age;
  - You have the appropriate authority to accept and agree to these Payment Terms;
  - You are the holder of the Card and the Card is issued in your name;
  - You are authorized to make and authorize payments using the Card; and
  - There are sufficient funds and/or sufficient credit available on the Card account at the time each payment is processed to fund the payment in full.
- You agree to notify us of any changes in the account information for your Card at least 15 days prior to the next billing date. You agree to notify us of any change to your contact information, including without limitation your email address.
- You are responsible for any charges or fees assessed against the Card by the Card issuer or any other third party.
- You agree to read these Payment Terms before using the Service and authorizing payments. You should retain a copy of your transaction authorization(s) and these Payment Terms.

## **Limitations on Liability and Exclusion of Warranties**

- We and/or the Payment Processor are not liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall we and/or the Payment Processor be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the processing of payments or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
- NEITHER WE NOR THE PAYMENT PROCESSOR MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO PROCESSING OF PAYMENTS UNDER THESE PAYMENT TERMS.

## **Amendment and Cancellation of Payment Terms**

We may amend these Payment Terms at any time without giving prior notice. Any amendment applies to payments and transactions that occur after the date the amendment is effective. We may change, suspend, or terminate the availability or features of online payments at any time, without prior notice.

## **Governing law**

These Payment Terms will be governed by the law of the state of New York without regard to choice or conflicts of law provisions.