



Data Declaration and Acceptance of Terms of Use

Private/Non-professional usage

Name: _____

Organisation (if applicable): _____

Address: _____

References to:

“You”, “Your” “I” “my” are each references to the person accessing the Data, the individual who is authorised to make this declaration. “Your details” are Your Name, Your usage of the relevant Data and this Declaration.

You wish to access data which Iress has sourced from various third party data providers (“Data”). The Data will be delivered to You pursuant to the terms of an arrangement with Your broker/intermediary and Iress. In order for You to receive this Data at a discounted royalty rate based upon Your private/non-professional investor usage (which You shall pay to Your broker/intermediary), You must declare that the following statements are true and correct in each case for any Data which You may receive from time to time.

You accept that Iress may be required to share Your details and a copy of this declaration, or confirmation of the fact that You have provided this declaration, with the relevant Data providers.

Statement

1	Natural person: 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 for the Data via my broker/ intermediary) in an individual/personal capacity.
2	Subscribing on own behalf: I am not subscribing as a principal, officer, partner, employee or agent, neither of any business, entity or on behalf of any individual (except a legal entity in which I have full ownership and control).
3	Not registered as trader/advisor: I am not registered or qualified (or required to be registered or qualified as), a securities trader, investment advisor or asset manager with any local or foreign exchange, regulatory authority, professional association or recognised professional body.
4	Use for private purposes: I use or will use the service exclusively for my private purposes, such as in relation to the management of my personal funds or those of my immediate family. I will not charge a fee for this use.

5	<p>Use not for business purposes: I will not use the Data:</p> <ul style="list-style-type: none"> a) in any capacity as a professional securities trader, investment advisor or asset manager with any local, national, state or foreign exchange, regulatory authority, professional association or recognised professional body; or b) 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.
6	<p>Use not for third parties: I will not use the Data in any other manner for the benefit of third parties, such as the non-professional management of third party assets or within the framework of a non-commercial investment club (whether or not for remuneration).</p>
7	<p>Use in accordance with Third Party Terms: I acknowledge that the Data may be subject to certain terms of use determined by the Data provider (“Third Party Terms”) and these Third Party Terms are available at: Third Party Terms. I understand that a Data provider may require me to execute a separate agreement in order to receive the Data.</p> <p>I agree that, save to the extent expressly permitted by the Third Party Terms, I will not:</p> <ul style="list-style-type: none"> (i) pass, redistribute or otherwise make the Data available to any third parties except as authorised by the Data provider; (ii) display any Data to the public; (iii) use the Data to derive any further products or services or to create databases; (iv) use the Data to benchmark the value or performance of any other products or services; and (v) use the Data to provide any bureau or white label service.
8	<p>Data charge in my name: The data charge will be maintained in my personal name and not the name of a company (exception is for a non-professional share club).</p>
9	<p>Not regulated activities - UK: I am not carrying out regulated activities within the meaning of the Financial Services and Markets Act 2000 (UK).</p>
10	<p>Not financial institution: I am not, and do not manage, operate, legally represent or act on behalf of an institution either in my homeland or aboard that engages in credit, brokerage, banking, investment, or financial activities.</p>
11	<p>Employment: I am not employed by a bank or insurance company and I do not perform functions relating to securities, investment or trading activity.</p>
12	<p>Not regulated by financial authority: I am not subject to the rules or supervision of any financial supervisory authority, or authority in control of financial instruments or securities regulations.</p>
13	<p>Not regulated by SEC: I am not 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.</p>

14	Not investment advisor - US: I am not engaged as an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act).
15	Not employed by a bank - US: I am not employed by a bank or other organisation exempt from registration under US laws to perform functions that would require me to be so registered or qualified if I were to perform such functions for an organisation not so exempt.
16	I agree to provide such information and documents to my broker/intermediary (or, if necessary, to Iress directly) as may reasonably be required in order to confirm the validity of these representations.
17	I agree to inform Iress or my broker/intermediary within seven (7) days should the circumstances confirmed in this statement change, particularly with regard to changes concerning my status as a private investor.
18	I accept that my use of the Data as a private investor is conditional upon the validity of my answers to these questions.
19	I accept that I may be liable to my broker/ intermediary or to Iress for additional fees and charges in the event of any change in circumstances or non- compliance with the terms of this statement.
20	I hereby accept that the information contained in this statement may be processed by Iress for a period of no more than five years and may be accessed for inspection by auditors during the storage period if an audit is performed.
21	I accept that I may be contacted by Data providers to verify my status as a private investor, this may be part of ad-hoc enquiries by Data providers or as part of an audit.
22	I acknowledge I will use the Data within the controlled Iress environment through which Iress provides the Data and I accept I will take all reasonable measures to prevent any unauthorised use of Data.

I declare that the applicable statements listed above are true and correct as at the date of this declaration and shall remain true for as long as I continue to receive any Data. I shall inform Iress or my broker/intermediary immediately in the event that any of these statements are or become untrue.

Signed _____

Dated _____