

Tick Data Terms of Use

Tick Data Terms of Use stipulates the terms and conditions apply to when, Tokyo Financial Exchange Inc. (hereinafter called, TFX), provides tick data to a user (hereinafter called, Customer). Please read the following terms and conditions carefully and apply the TFX Tick Data Services (Service) if you agree to all the conditions stated.

1. Contents of Tick Data

Contents of tick data covered in the Service (such as product, data item, data available period etc.) are listed and defined in Appendix hereto.

2. Payment method

TFX accepts payment by a bank transfer only. Upon receiving an order sheet, TFX will issue an invoice with payment details including bank account information. Customer will be able to use the Service after TFX confirms the completion of its payment. Any remittance charges must be paid by Customer.

3. Service procedures

After receiving an order sheet and confirming receipt of the payment at a designated bank account, TFX will email URL information to an address stated in an order sheet for downloading a data file created according to Customer's request.

Please note that depending on amount and length of tick data requested, it may take some time before providing it to Customer.

TFX will erase an uploaded data file when it recognized that a data file had downloaded from a designated URL. Therefore, it is recommended for Customer to take a data backup as a precautionary measure. **Provided however, regardless of whether Customer have downloaded a file, TFX will erase an uploaded data file after one month past from the first URL notice to Customer.**

4. Cancellation

TFX will not accept cancellation due to Customer's own personal reason after the payment was completed.

5. Precautions for using TFX Tick Data

1) All rights relating to tick data provided through the Service (hereinafter called "Data") is reserved to TFX.

2) While every effort has been taken to ensure the accuracy of the Data, no warranty is offered as to content of the Data.

TFX assumes no responsibility for any loss or damage that may be incurred by Customer due to its use of the Data.

3) Purpose of Use of the Data is limited to Customer's own use.

Customer may not provide, assign, resell or lease the Data to a third party(s). Also, Customer may not expose the Data to a third party(s) by copying and putting, either in whole or in part, of the Data into the Internet.

4) As and when TFX deems it necessary, such as a case that there is a risk of misuse of the Data, TFX may inspect Customer for its usage of the Data etc.

TFX shall not indemnify or compensate Customer for any costs incurred by Customer in relation to the inspection stated above.

5) In a case that Customer's misuse of the Data becomes clear, TFX shall charge a penalty to Customer based on conditions of such misuse.

6) Any matter not stipulated in Tick Data Terms of Use shall be resolved upon mutual consultation between TFX and Customer.

7) Tick Data Terms of Use shall be governed by and interpreted in accordance with the laws of Japan. Any dispute in connection with the Service shall be resolved by the Tokyo District Court as the agreed exclusive jurisdiction for the first trial.

Contents of tick data covered by the Service are as follows;

(1) Product

	Product Name
1	Three-month Euroyen Futures
2	Options on Three-month Euroyen Futures
3	Six-month LIBOR Euroyen Futures
4	Over Night Call Rate Futures

(2) Data item

	Item	Contents
1	Trading Day	Date a trade was executed (YYYY-MM-DD)
2	Execution Time	Time a trade was executed (HHMMSSTTT)
3	Contract Information	contract month, strike price (for options), Put/Call type (for options)
4	Traded Price	Executed price
5	Traded Volume	Executed volume

*Above list does not show the order of items when TFX provides tick data.

(3) Data Available Period

	Product	Available period
1	Three-month Euroyen Futures	From Apr 2003 to present
2	Options on Three-month Euroyen Futures	
3	Six-month Euroyen LIBOR Futures	From Jan 30, 2012 to present
4	Over Night Call Rate Futures	From Dec 3, 2007 to present