

User Agreement

SPIMEX Official Website



The present English version of the User Agreement is a translation of the official Russian version. In case of any discrepancies between English and Russian versions of the User Agreement, the official Russian version shall prevail.

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Section 1. Terms and Definitions

The following terms and definitions are used in this User Agreement (hereinafter, the Agreement):

The Company	The Saint Petersburg International Mercantile Exchange, which is the organizer of trading and the clearing organization.
Website	Official website of the Company on the Internet, which is accessed at https://spimex.com , including all pages of the specified website containing s-pimex.ru , spimex.ru or spimex.com designations in their domain name.
Exchange Information	Information related to the course and results of organized trading held in the commodity sections and the Derivatives Section of the Company, which shall be disclosed as required by the laws, regulatory acts of the Bank of Russia and other regulations of the Russian Federation, or which the Company discloses at its discretion by posting on the Website.
Indices	Price indicators calculated by the Company on the basis of information on the course and results of organized trading held in the commodity sections and the Derivatives Section of the Company, information on OTC contracts registered with the Company, as well as other information provided to the Company by the third parties.
Derived Information	Indices, as well as other indicators calculated by the Company on the basis of the Exchange Information, data obtained following the results of clearing of obligations under contracts made in organized trading held in the commodity sections and the Derivatives Section of the Company, Indices and information provided to the Company by the third parties.

Materials	Texts, audio materials, any images, including any photo, graphic and/or video images, pictures posted on the Website, copyright to which is held by the Company.
Information	Materials, Exchange Information, Indices and other Derived Information posted on the Website or provided under an agreement.
Information Services	Fee-based services for provision of Information to the interested parties rendered by the Company.
User	Person using the Website.
Distribution	Actions aimed at acquisition of information by the general public or making information available to the general public.

Section 2. General Provisions

- 2.1 This Agreement defines the terms and conditions for using the Information, as well as the rights and obligations of the User that arise upon gaining access to the Information and Information Services through the Website.

Content of the Information available on the Website is determined by the Company at its sole discretion with consideration for the requirements of laws, regulatory acts of the Bank of Russia and other regulations of the Russian Federation.

Procedure and conditions for obtaining free access to the Information through the Website are determined by the Agreement. Procedure and conditions for accessing the Information Services and using the Information are determined by the Agreement, as well as by contract made between the Company and the Users.

- 2.2 The Agreement is a public offer in accordance with Article 437 of the Civil Code of the Russian Federation (hereinafter, the CCRF). The Agreement is published on the Website and comes into effect upon its publication.

The User that started using the Website is considered to have accepted the terms and conditions of the Agreement in the manner prescribed by Article 434, clause 3 of the CCRF.

- 2.3 In accordance with the legislation of the Russian Federation and concluded agreements the Company is the holder of copyright to the Information, including, but not limited to, the Exchange Information, Indices and other Derived Information posted on the Website.

Section 3. Procedure and Conditions for Access to the Information

- 3.1 In accordance with Article 6, part 3, clause 1 of Federal Law No. 149-FZ of 27 July 2006 On Information, Information Technologies and Information Protection the Company determines the procedure and conditions for the User's access to the Information posted on the Website.

- 3.2 The Company provides free of charge access to the Exchange Information, Indices and other Derived Information to be posted on the Website in accordance with the requirements of laws, regulatory acts of the Bank of Russia and other regulations of the Russian Federation. Exchange Information, Indices and other Derived Information may be used under the terms and conditions set forth in Section 4 hereof.

- 3.3 All Indices are calculated by the Company using the methods published on the Website. Values of additional parameters used in the calculation of Indices (factors, rates) are disclosed on the Website in the public domain.
- 3.4 Exchange Information, as well as any Materials posted on the Website, do not constitute advertising and cannot be regarded as recommendations or offers aimed at encouraging the User to make contracts with any exchange-traded commodities (instruments) admitted to organized trading held in the commodity sections and the Derivatives Section of the Company.
- 3.5 Information posted on the Website may contain links to third-party sites. When following hyperlinks posted on the Website to information resources external to the Website the User leaves the Website.
- The Company is not responsible for inaccuracy of information posted on information resources external to the Website, as well as for untimely actualization and updating of the respective information contained therein.
- 3.6 The Company does not act as a representative of the third parties specified in clause 3.5 of this section of the Agreement. The said links are posted for informational purposes only and shall not be considered as advice, advertising of products, recommendations, offers provided by any third parties.
- 3.7 Information Services are provided to the User on the basis of an agreement for provision of Information Services concluded between the User and the Company. Procedure and conditions for granting access to the Information provided in accordance with the agreement for provision of Information Services are determined by the said agreement.

Section 4. Terms and Conditions of Using the Information

- 4.1 The User has the right to use the Information posted on the Website under the terms and subject to the restrictions provided for herein.
- 4.2 The Information may be used by the User subject to the following terms and restrictions:
- 4.2.1 Any actions with the Information, except for Distribution, performed by the User for personal/business purposes not related to making profit are allowed.
- 4.2.2 Distribution of the Exchange Information by the User is allowed only subject to conclusion of an agreement provided for in clause 3.7 hereof.
- 4.2.3 Distribution by the User of the Derived Information, including Indices, is allowed subject to prior written permission from the Company and mandatory reference to the source of such information, specifically, the Website.
- 4.2.4 Distribution of the Materials by the User is allowed subject to mandatory reference to the source of such information, specifically, the Website.
- 4.2.5 When Distributing the Information no processing of its original text is allowed. Abridgement or relocation of constituent parts of the Information, adding illustrations, comments or any explanations whatsoever is allowed only to the extent that it doesn't result in misrepresentation of the Information.
- 4.2.6 The User may not perform any actions aimed at technological retrieval or copying of information from the Website bypassing the means of access directly provided to the User on the Website.
- 4.2.7 The User is prohibited to use the Information for the purpose of making profit, except in cases where the Information is obtained on the basis of the agreement provided for in clause 3.7 hereof.
- 4.3 Terms and conditions of using the Information provided in accordance with the agreement for provision of Information Services are determined by the said agreement.

Section 5. Intellectual Property Rights

- 5.1 All Information is the intellectual property of the Company. Exclusive rights to the Information provided by the Company in connection with provision of the Information Services are reserved by the Company.
- 5.2 Materials, selection and mutual arrangement thereof are subject to protection in accordance with the provisions of laws, regulatory acts of the Bank of Russia and other regulations of the Russian Federation. Use of the Materials is allowed only subject to compliance with the terms and conditions provided for in Section 4 hereof.
- 5.3 Exclusive rights to use trademarks, commercial designations and other items of intellectual property posted on the Website belong to the Company or its partners.
- 5.4 The Company, as the holder of intellectual property rights, may at its sole discretion permit or prohibit the third parties to use the intellectual property. However, the absence of a prohibition shall not be deemed as consent or permission to use.
- 5.5 Terms and conditions of the Agreement cannot and shall not be considered as grounds for transfer or granting to the Website User of any exclusive (license) rights to use the Materials.

Section 6. Processing of Personal Data

- 6.1 The User gives the Company his/her consent to processing of his/her personal data specified by the User in the respective on-line form of the Website.
- 6.2 Procedure and conditions for processing of the User's personal data are determined by the Policy of the of The Saint Petersburg International Mercantile Exchange on processing of personal data published on the Website.

Section 7. Liability

- 7.1 Any unauthorized use of the Information posted on the Website is a violation of the rights of the Company as a copyright holder and/or the third parties and may entail liability as provided for in the legislation of the Russian Federation.
- 7.2 The Company does not guarantee continuity of operation and round-the-clock availability of the Website, functionality and services provided by granting access to the Website.
- 7.3 The Company is not liable for:
 - 7.3.1 losses caused by failures and other malfunctions in operation of the Website, including those related to failures in operation of equipment, communication systems or networks that are operated and/or maintained by the third parties;
 - 7.3.2 losses incurred by the User as a result of presence of malicious programs in the equipment and software used by the User to access the Website;
 - 7.3.3 violation by the User of the terms and conditions of this Agreement;
 - 7.3.4 illegal actions of the third parties, including those related to the use of the User's data, as well as the use of information about the User, if such information became available to the third parties through no fault of the Company;
 - 7.3.5 indirect, consequential, incidental damages of the User (including harm caused by the loss of data or damage caused to honor, dignity or business reputation) arising in connection with the

- use of the Website, including when following an external link posted on the Website that leads to a third party website;
- 7.3.6 indirect, consequential, incidental damages of the User (including harm caused by the loss of data or damage caused to honor, dignity or business reputation) that are caused by inaccuracy of the information specified or posted by the User when signing up on the Website;
- 7.3.7 noncompliance with the requirements of the legislation of the Russian Federation of information and materials posted on the Website by the User, violation of property, non-property and other rights of the third parties related to the use of the Website by the User.
- 7.4 Liability of the Parties to the agreement for provision of Information Services is determined by the said agreement concluded between the Company and the User.
- Extent of liability of the Parties is limited to amount of the actual damage caused to the other Party.

Section 8. Filing of Complaints

- 8.1 A User that believes that any information materials posted on the Website violate his/her rights and legitimate interests shall send a corresponding complaint to the Company's e-mail address info@spimex.com.
- 8.2 The Company administers complaints that meet the following requirements:
- 8.2.1 The Complaint contains the name, surname and patronymic of the applicant/name, location and actual address, contact information.
- 8.2.2 The complaint contains detailed description of the alleged violation of the User's rights.
- 8.2.3 The complaint contains contact information for sending a response: e-mail address and telephone number.
- 8.2.4 The complaint contains consent to processing of personal data (for an individual applicant).
- Complaints that do not meet the specified requirements will not be considered by the Company.
- 8.3 Complaints are considered by the Company within 30 calendar days from the date of receipt of the complaint to the e-mail address of the Company specified in clause 8.1 of this section of the Agreement.

Section 9. Final Provisions

- 9.1 Any disputes related to conclusion, amendment, execution or termination of this Agreement shall be resolved in accordance with the legislation of the Russian Federation.
- 9.2 The Company has the right to amend the terms and conditions of the Agreement by publishing the new version of the Agreement on the Website. The corresponding changes become effective immediately upon publication of the new version of the Agreement on the Website.
- 9.3 The User is obliged to review the text of the Agreement from time to time in order to familiarize oneself with the latest amendments made therein. By continuing to use the Website after the respective amendments have entered into force, the User expresses his/her consent with the terms and conditions of the new version of the Agreement.