

Spark Commodities' Terms of Use

This document sets out a non-exhaustive summary of some of the key terms governing your use of the products and services that Spark Commodities makes available (the "Services") and the data, information and/or written content made available through this Service on Spark Commodities' website: <https://www.sparkcommodities.com> and/or any related platforms and/or apps ("Spark Commodities' Platforms").

These Terms of Use are entered into by and between the user ("you", "your") and Spark Commodities PTE Ltd (a company registered in Singapore) and Spark Commodities UK Ltd (a company registered in the UK) and its affiliates (collectively "Spark", "we", "us" or "our"). If you work for, or are engaged by, an organisation that has entered into an arrangement with Spark for the provision of one of the Services then the contract governing that arrangement will set out additional terms and conditions governing the use of those Services and the Data. Please make sure you understand those additional terms and conditions and comply with them by speaking to the relevant person within your organisation.

By using the Service(s), you accept and agree to be bound by the following special terms and conditions (the "Terms of Use"). By visiting Spark's Platforms or using the Service, you accept the following Terms of Use in full. Spark may update the Terms of Use at any time. All changes shall be effective once notified to you and/or upon posting on Spark's Platform(s). Your continued use of the Services following any changes of the Terms constitutes your acceptance and agreement to be bound by the Terms of Use as modified.

At any time, if you disagree with the Terms of Use, you should immediately discontinue the use of the Services.

If you have questions regarding these Terms of Use, please contact us at info@sparkcommodities.com.

Headings are inserted for convenience and shall not affect the interpretation of these Terms of Use.

Spark Users

There are two types of users of our Services (**Spark Users**):

- **Read Only Users:**

Read Only Users shall be granted access to view some of our Services. This shall be the default setting for all new, verified Spark Users. Read Only Users shall not be able to submit any data on the platform. Access is subject to change without notice by Spark, in its sole discretion. Read Only Users which require access to premium features (**Premium Read Only Users**) shall be bound by additional agreed Specific Terms and Conditions which will be entered into between us and you.

- **Submitter Users:**

Submitter Users shall have the right to contribute price assessments to us. In our sole discretion, we shall have the right to decide which Spark Users shall be granted submitter status to become Submitter Users. Only Submitter Users shall be granted access to provide data inputs to us. Submitter Users which require access to premium features (**Premium Submitter Users**) shall be bound by additional agreed Specific Terms and Conditions which will be entered into between us and you. Unless otherwise provided for in any Specific Terms and Conditions, the access provided to a Submitter User shall be for an indefinite period as from the earliest of the approval date.

Use of the Services and/or Data

You must at all times:

- Not use the Services and/or Data for illegal, deceptive, misleading or unethical purpose and/or otherwise in any manner inconsistent with this Terms of Use or which will be or may be construed as being detrimental to the reputation of Spark, even in an indirect way;
- Use the Services and/or Data in accordance with all applicable laws and regulations;
- Except as expressly agreed by Spark in writing:
 - not (attempt to) download, reverse engineer, modify, aggregate and/or decompile the data or any other Spark's data available on Spark's Platforms; and
 - not copy, (sub-)licence, (re-)sell, reproduce, duplicate and/or publish the Service or the Data or any other Spark's data available on Spark's Platforms; and
 - not transfer, forward or make available any of the Service and/or Data to any person who is not allowed to access and use the same, or "mirror" such Data on any other server;
- Not attribute the Service and/or Data to any person other than Spark;
- Not remove any copyright or other proprietary notations from the Data and/or any other content presented anywhere on Spark's Platforms;
- Not use the Services and/or Data as part of (or in the development or operation of) any financial, investment or other products, indices or instruments;
- Not engage in web scraping on Spark's Platforms; and
- Not modify or adapt (or attempt to modify or adapt) the Services and/or Data, including any application programming or web application interface that you use to access the Service and/or Data.

You must not:

- Import or transfer to the Service and/or Spark's Platforms, either directly or indirectly, any information or other content which is or may be:
 - inaccurate, misleading, defamatory, obscene, abusive and/or offensive;
 - in breach of any intellectual property rights, privacy, publicity and/or any other rights of any third party; or
 - damaging to the performance of the Services.

You are:

- Obligated to promptly delete and purge any of the Data obtained through unauthorised means and/or at the end of your agreement with Spark to use the Service and/or Data.
- Responsible for obtaining (whether from your organisation or from any other persons or entities who may need or otherwise have the right to consent to or approve your access and use of our Services) all consents and approvals that may be required with respect to your access and use of our Services.

Intellectual Proprietary Rights

We collect submissions and other information you provide us when you use our Services, including when you register, create or share information. The information that is submitted, located or hosted on, or linked to, our Services (together with your **Content**) are protected by copyright, trademark and other forms of proprietary rights and may not be used without express written permission from us. Your Content may include, but is not limited to, any price information, poll submissions and reviews.

Your Content, as provided to us will be stored securely. Materials submitted by you can be requested at any time for review. Only your Content will be provided, any additional third-party data shall be anonymous.

By providing us with your Content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, right of use, right of sale, right to copy and right to modify your Materials and warrant that you have the right to grant such a licence.

You agree to indemnify and hold us (including any of its directors, officers, employees, consultants, or shareholders) harmless from any claim made by any third party arising out of your Content you provide.

It is strictly forbidden to create an Index based on the data displayed on our website, or to use any of our indices as a benchmark as defined under the Benchmark Regulation 2016/1011.

Through the use of our Services, we shall provide photographs, graphics, illustrations, designs, trademarks, trade names, service marks, product names, logos, insignias or other devices, software programmes, downloadable files, software applications, interactive features, tools, services or other information or content made available on or through our Services (**Spark Content**). The presentation and layout of Spark Content is also protected by copyrights, trademarks, service marks, international treaties and other proprietary rights and laws.

You must not use and/or replicate Spark Content, other than as permitted by laws relating to fair use, without our prior written consent and/or without authorised licence with Spark, which consent we may withhold in our absolute discretion.

Except as provided in these Terms of Use, any use or copying of any of our Services is expressly prohibited, unless prior written consent and/or authorised licence with Spark is obtained. You may contact us at info@sparkcommodities.com if you wish to seek such consent and/or licence with Spark.

Subject to applicable law, we may revoke the permissions referred to in these Terms of Use at any time and may suspend or deny, in our sole discretion, your access to or use of any of our Services without notice.

Service Access

Except with our prior written permission, you may not copy, store (either in hardcopy or in an electronic retrieval system), adapt, alter, translate, transmit, disseminate, distribute, perform, broadcast, publish, reproduce, publicly display, hyperlink, sell, licence, rent, lease or otherwise transfer any of the Spark Content, or otherwise transfer any of the Spark Content to any other person (whether for direct commercial purposes or monetary gain or otherwise) or otherwise use in whole or in part in any manner.

Except with our prior written permission, you may not create a derivative work from the Spark Content, nor decompile, reverse-engineer or disassemble the Spark Content in whole or in part in any manner.

Service Conditions

Only Submitter Users shall have the ability to submit data using the platform (**Submitter Rights**). Submitter Users agree that any submissions made represent fair value for the relevant contract and that they conform to the relevant Spark Methodology which will be made available on both the Platform and our corporate website. We may rescind access at any time and disregard any submissions made should we determine, in our sole discretion, that submissions made are erroneous, fraudulent, misleading or do not conform to the Spark Methodology.

Registration and Provision of our Materials

In order to access our Services, you must successfully register an "Account" with us. In registering for our Services, you agree to

- (i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the **Registration Data**); and
- (ii) maintain and promptly update the Registration Data to ensure it remains true, accurate, current and complete at all times. You are responsible for all activities that occur under your Account.

You may not share your Account or password with anyone, and you agree to

- (a) notify us immediately of any unauthorised use of your password or any other breach of security; and
- (b) exit from your Account at the end of each session. If any Registration Data is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such is the case, we may suspend or terminate your Account and refuse any and all current or future use of our Services (or any portion thereof).

We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights.

Any of your Content provided to us in any way must not:

- Infringe the intellectual property or other rights of another person;
- Be defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- Relate to unlawful conduct;
- Create a privacy or security risk to any person, including by soliciting personal information from any person;
- Be false, misleading or deceptive;
- Contain financial, legal, medical or other professional advice;
- Harm, abuse, harass, stalk, threaten or otherwise offend;
- Tamper with, hinder the operation of, or make unauthorised modifications to our Services;
- Breach any applicable laws; and/or
- Otherwise result in civil or criminal liability for you, us or any third party.

Economic terms

By registering to use any of our Services or access any Spark Content provided through it you agree to pay any fees, if any, that are due in respect of any such services that you use or subscribe for until you deregister or if Spark suspends, withdraws or terminates your access to our Services.

We may offer free trials of our Services for a limited time period (a **Trial Period**). The Trial Period length will be offered at the time of registration, provided that such Trial Period will not exceed thirty (30) days from activation unless otherwise agreed by us. Access to our Services will AUTOMATICALLY terminate at the end of the Trial Period unless you enter into a Spark Premium plan agreement on a paid subscription basis. You must contact us at least two (2) business days prior to the end of the Trial Period if you wish to continue using our Services beyond the Trial Period. We may restrict the features and functionality made available to you during the Trial Period or rescind or terminate access at any time and for any reason.

Additional Terms related to the Mobile Applications

Where available, you may utilise our mobile application for our Services (**Mobile Application**). Separate terms shall apply to the download and use of the Mobile Application as provided by the Apple App Store or Google Play (each an **App Store**). As a condition of use, you are responsible for complying with any additional terms mandated by the relevant App Store in addition to these Terms of Use, you are responsible for all additional costs of access (including but not limited to data costs) and any additional fees charged by the App Store. We may withdraw our Mobile Application at any time and for any reason without liability.

No unlawful or prohibited use of our Services

You acknowledge and agree that, as a condition of your access and use of our Services, you will not use the Spark Content or our Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use our Services in any manner that could damage, disable, overburden or impair our servers, or the networks connected to our servers, or interfere with any other party's access and use of our Services. You may not attempt to gain unauthorised access to our Services, or any services provided via our Services, other accounts, computer systems or networks connected to our servers or to any of the services provided via our Services, through hacking, password mining and/or any other means. You may not obtain, or attempt to obtain, any Spark Content or other information through any means not intentionally made available on or through our Services.

Limited linking and framing of our Services

Unless otherwise stated, you may not link (including, but not limited to, hyperlink, in-line link or deep-link) (hereinafter collectively referred to as a **Link**), mirror or frame our Services or any part thereof to any other web page, website, server or otherwise. Except with our prior written permission no trademark, trade name, service mark, product name or logo may be used as a Link or to mark any Link to our Services or any part thereof or any other web page or website.

Notwithstanding anything to the contrary in these Terms of Use, we reserve all rights to terminate any Link from any website to our Services for any reason. Upon our instructions, you must disable, remove and terminate any Link from any web page or website, or any mirroring or framing of our Services or any part thereof immediately.

We have no responsibility for the content available on any website which Links, mirrors or frames our Services or any part thereof. In no circumstances will we be considered to be associated or affiliated in whatever manner with any trademarks, trade names, service marks, logos, insignia or other devices used or appearing on websites that Links, mirrors or frames our Services or any part thereof.

Links to Other Websites

Any Links provided on our website are provided for your convenience only. Should you leave our Services via such a Link, the content that you view in such a linked web page or website owned or operated by third parties is not provided or controlled by us. We have not developed or reviewed, and are not responsible for the consequences of your access to the linked web page or website, and/or the content at those web pages or websites in any way. We make no guarantee, representation or warranty as to, and have no liability for, any content at those websites, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law.

Any such Link to other linked web pages or websites on our Site does not constitute:

- (a) an endorsement, authorisation, verification or representation that we are affiliated with the operators or owners of those linked websites; or
- (b) an endorsement, authorisation, verification, or representation of or as to the contents of such linked websites.

You agree that your access to and/or use of such linked web pages or websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein (including without limitation their privacy and data processing policies and practices).

Third Party Advertising

We may allow third party advertisers to place or deliver advertisements on our Services or any part thereof. Such advertisements will be clearly identified as originating from third parties. These third party advertisers may collect, monitor and use information about your visit(s) to our Services and other websites in order to provide advertisements on our Services and other sites about goods and services that may be of interest to you (see below).

We do not endorse, and shall not be responsible for, the contents of such advertisements or for your access, use, reliance, sale, purchase, or other action on your part with respect to the contents or subject matter of such advertisements. The section of these Terms of Use entitled "Links to other Websites" shall apply in respect of any Link contained in any such advertisement.

Confidentiality

Submitter Users may submit and communicate to us proprietary confidential information (**Confidential Information**) such as price assessments which may be used by us to generate anonymous price indices. The term Confidential Information shall include all business, technical, covered or not by any trade secret regulation, and other information, written or oral, or in any other form, tangible or intangible, including, but not limited to, information which relates to business plans, customers, marketing, sales, financial information and business strategies, data, knowledge, know-how, patents, product plans, product developments, markets, software (including source and object code) or individual activity on the market. Confidential Information shall not include information which is public knowledge at the time of its disclosure, or which has been obtained through third-party sources or which becomes public knowledge subsequent to such disclosure, other than by breach of any obligation of confidentiality of one of the Parties.

Each Party undertakes and agrees that it, including its employees, officers will hold all Confidential Information in confidence against any third party and will not disclose, copy or reproduce in whole or in part, whether in written, oral, electronic or any other form, Confidential Information to a third party without the prior written consent of the other Party unless it is in aggregated form and anonymised and has clear links to the relevant Services. Each Party undertakes and agrees to respect the general principle of privileged communications, pursuant to applicable laws and regulations. Furthermore, both Parties undertake not to divulge to third parties the concepts, ideas, know-how and techniques used to generate a price assessment and/or price index creation.

You authorise us to use your Content, including price assessments and poll results, for the creation of anonymised and aggregated prices indices and data sets.

Each Party is entitled to communicate to the competent authorities: the information that such authorities may request under applicable laws or regulations.

Privacy Policy

Personal data that we collect about you, or that you submit or provide, through your access to and use of our Services is subject to our Privacy Policy, which is incorporated into these Terms by reference.

Please see our [Spark Commodities Privacy Policy](#) page for details.

Use of Cookies

For information relating to how cookies may be used, please refer to our [Spark Commodities Privacy Policy](#).

Disclaimers

For full information relating to our Disclaimer policy, please refer to our [Spark Disclaimer Policy](#).

The Spark Content is provided to you on an “as is” and “as available” basis without warranties of any kind. Your use of the Spark Content is at your own risk. We hereby disclaim all liability and responsibility to update the Spark Content. We do not make any representations, and hereby disclaim all warranties, express or implied, statutory or otherwise to the extent permitted by law, in respect of our Services or the Spark Content, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose, or any representations or warranties arising from usage, custom or trade or by operation of law.

Due to the potential for inherent defects of electronic distribution, there may be errors, delays, omissions, interruptions, breach of security, corruption, unavailability of access in connection with or inaccuracies in the Spark Content or our Services (**Defects**). We do not guarantee, represent or warrant that access and use of our Services will be uninterrupted. We assume no responsibility for the consequences of any such Defects even if either of us had been advised as to the possibility.

We do not guarantee, represent or warrant that our Services is free of malicious software, including, but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful components (**Malicious Software**). We accept no liability for any loss, damage, claim liability, expense or costs that may result from any transmission of such Malicious Software via our Services (including, but not limited to, files downloaded from our Services).

Liability

We shall not be liable for any claims, demands, suits, proceedings, judgments, losses, liabilities, damages, costs and expenses (collectively **Damages**) incurred by you due to us rescinding or curtailing your access to the Services (or Mobile Application), any improper use of the Services (or Mobile Application) by you or a third party, any change to the Services of whatsoever nature, any malfunction of the Services (or Mobile Application), any impossibility or difficulty in accesses our Services (or Mobile Application), the content of the Spark Content, the use of the Spark Content, and/or the construction and make up (in any way) of the Spark Methodology.

We shall not be liable for any consequential, indirect or special costs, expenses, losses or damages of any kind arising out of or in any way connected with the conclusion, the performance, the failure to perform or the termination of this Master Agreement or a Transaction.

Nothing in this clause seeks to limit liability for anything which may not be excluded as a matter of law.

Whatever the circumstances, should we incur liability, you expressly agree that the total compensation shall not exceed fifty thousand Singapore Dollars (50,000 SGD) annually.

The introduction of a claim, of any nature whatsoever, by the User, shall not authorise the User to withhold the payment of any amount resulting from the Specific Terms and Conditions, where applicable, and which has become payable. The User's liability shall only be incurred as a result of definitive judicial decision resulting directly or indirectly from the fraudulent use of our Services or a breach of any provision whatsoever of the these terms, or any applicable Specific Terms and Conditions by the User and shall not be held liable for any indirect damages likely to result from such use or breach, including the loss of profits, image, clientele, activity, reputation or expected gain, the time spent by employees or service providers or loss of opportunity.

Notices

Unless otherwise provided for, any notices and communications having to be given to the other party by registered letter with return receipt requested shall be sent to the User at the email address used to sign-up to the Platform. Either Party shall modify its contact details by notification to the other Party in the application of this Article. Notices can be issued to the relevant email address provided and will be deemed to have been sent when the relevant confirmation is provided.

Financial Conditions

In case of delay in payment of an invoice related to the Services or Premium Services, we reserve the right to suspend access to any of our Services.

Termination

We may terminate access to our Services (or Mobile Application) at any time and for any reason on notice to you (**Termination**). Any such Termination shall be without prejudice to any rights, remedies, obligations or liabilities which may have accrued prior to Termination, including any in respect of antecedent breaches. All rights and remedies which may have accrued to the benefit of either you or us, and any of provisions of these Terms of Use necessary for the exercise of such accrued rights and remedies prior to the Termination, shall survive such Termination.

Not Investment Recommendation or Advice

The Spark Content is not intended for distribution to or for use by or to be acted on by any person or entity located in any jurisdiction where such distribution, use or action would be contrary to applicable laws or regulations or would subject us to any registration or licensing requirement.

Our Services provide only general information on certain commodities. We do not provide, and the provision of such information must not be construed as us providing, financial advice or recommendation for any investment product. The Spark Content is subject to change without notice.

The availability of the Spark Content on, or the grant of access or use of, our Services should not be taken in any way as an inducement to trade or a solicitation for orders or entry into any legal relations, nor taken as intended in any way to prompt any action or decision on your part whether to undertake or consider undertaking any investment decision or otherwise.

The Spark Content is prepared for general circulation and is not prepared with regard to the specific objectives, financial situation or particular needs of any particular person (including you) who may receive or have access to the same. Any recommendation or advice that may be expressed in or inferred from the Spark Content available through our Services therefore does not, should not be taken as taking into account, and may not be suitable for your objectives, financial situation and particular needs, and bearing in mind the possibility of market volatility and changes, may not comprise current information, content, recommendation or advice.

The Spark Content available through our Services should therefore not be relied upon in relation to any investment decision, trading activity or order placed by you and you shall, at all times, rely on your own independent assessment and judgement in respect of any investment decision or proposed transaction and seek independent advice as necessary from your own financial, legal, tax or other professional advisers, including but not limited to, advice from a financial adviser as to the suitability of the investment products (as may be referred to in the materials available through our Services), taking into account your specific investment objectives, financial situation or particular needs, before making any commitment to acquire, trade or deal in any such investment products.

Trading of physical cargoes or derivatives instruments of any commodity can involve significant financial risks, including the possibility of losses on a transaction. Past performance is not indicative of their future performance. Examples, where provided, are provided for illustrative purposes only.

Infringing or Objectionable Content

If you believe our Services contains elements that are objectionable, or infringe copyright or any other rights, please contact us on info@sparkcommodities.com, and provide particulars of such content and a detailed description of why it is objectionable or infringing.

General

If any provision of these Terms of Use, in whole or in part, is held to be illegal, invalid or unenforceable under any enactment or rule of law or by any court in any jurisdiction: (i) such provision or part will, to that extent, be deemed not to form part of these Terms of Use, but the legality, validity and enforceability of the remainder of these Terms of Use is not affected; and (ii) the legality, validity and enforceability of that or any other provision or part under any other jurisdiction will not be affected.

These Terms of Use shall be governed by and construed in accordance with the laws of England & Wales. The High Court of England & Wales in London shall have exclusive jurisdiction for any dispute arising from Terms of Use.

Your use of our Services is conducted electronically, and you agree that we may communicate with you electronically for all aspects of your use of our Services, including but not limited to sending you electronic notices.

The provisions of these Terms of Use, which by their nature survive termination or expiry of these terms of use will survive termination or expiry of these terms of use. No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.

English Version to Prevail

If the Spark Content, our Services or these Terms of Use are made available by us in languages other than English, then in the event of any discrepancy between any other language and the English versions of the Spark Content, our Services or these Terms of Use, the English version will prevail.