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## **Webinar Policy for FIX Trading Community Events**

In accordance with the FIX mission to promote, support and educate, the FIX Trading Community will provide webinars through multiple platforms (i.e. Zoom and WebEx)<sup>1</sup>. The FIX Trading Community is committed to protecting your privacy and intent on providing a secure online experience. By registering and participating in FIX webinars, you agree to the below Terms of Acceptable Use and our Webinar Policy.

### **Definitions**

In this Agreement, the following terms shall have the following meanings:

‘Agreement’ means this policy.

‘Customer(s)’ or ‘you’ means any FIX Trading Community member firm, any non-member firm, or an individual in their own capacity who has registered and paid FIX Protocol Limited in order to access FIX Protocol Limited webinars.

‘Force Majeure Event’ means any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of either party including, without limitation any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, volcanic eruption, epidemic, pandemic or other health outbreak (including but not limited to Covid-19) or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court or competent authority.

‘FPL’ or ‘we’ or ‘us’ means FIX Protocol Ltd, a company incorporated and registered in England and Wales with company number 3760285 whose office is at 13<sup>th</sup> Floor, One Angel Court, London EC2R 7HJ.

‘Registrant’ means the individual who has registered for the webinar, whether that person is any employee or contractor of a Customer who is a firm, or an individual Customer in their own capacity.

‘Term’ means the length of time that this Agreement is legally binding between the parties’ that enter into it. The Agreement shall take effect on and from the start of when payment is made for the webinar and shall continue for a period of two calendar months after the webinar takes place.

### **Terms of Acceptable Use**

All FIX Trading Community webinars will be accessible via a unique URL. Once the Registrant requests attendance to a webinar, the webinar details are for use by that Registrant only and registration information should not be forwarded onto third parties, save where the Registrant is an employee of a FIX member firm, in which case the registration may be transferred to another employee or contractor

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of the same FIX member firm as the Registrant. The Customer shall notify the change of Registrant to FPL before the webinar commences. A registered Registrant may not share or forward the invite or webinar details to an unregistered person except as expressly provided in this provision.

Similarly, the materials provided in the webinar and the replay of webinars are for the sole use of the Registrant and should not be forwarded on to third parties. The copyright of all webinar related materials remains with FPL or the person creating the relevant materials, all materials are for personal/non-commercial use only and must not be modified or republished in any way without prior consent from FPL, unless expressly advised otherwise in the materials. No part of any materials may be relied upon for any reason by any person, and do not constitute advice or give any recommendation of any nature. All materials are provided "as-is" without any warranty or representation of any kind, whether express or implied and are used at the Customer's sole risk. The materials may be subject to further disclaimers or limitations as expressly set out in the materials.

Responsibility for the confidentiality and security of the webinar registration information and the materials supplied throughout the webinars issued by FPL lies with the registered Customer, if you suspect a third party has obtained any of these details in an unauthorized manner you should notify FPL as soon as reasonably possible.

We do not give any representation, warranty or undertaking in relation to the webinar. Any representation, undertaking, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that a webinar is suitable for your purposes and do not guarantee any specific results from participating in a Webinar.

#### Recording of webinars

FPL may record all webinars. Webinars will record audio and in certain cases screen recording to display any documents and other materials exchanged or viewed during the session. The host for the FIX Trading Community webinar will receive consent from all panelists prior to recording. By joining a webinar, you automatically consent to such recordings. If you do not consent to such recordings, please contact your contact at the FIX Trading Community at least 48 hours prior the recording. All webinar recordings will be accessible on the FIX Trading Community [website](#) and may be password protected.

#### External downloads

Webinars provided through platforms such as Zoom and WebEx may require you to configure your software settings on your device upon first use or, require you to download the software onto your device. FPL has used reasonable efforts in selecting webinar providers, but you acknowledge that the webinar platform is operated by a third party, and FPL is not responsible for the operation or security of the web platform, which is governed by the applicable terms of use of the platform provider.

#### Prices and payment

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While many of our webinars will be free, we may charge a fee for certain webinars, or charge Customers a fee for attendance, where they are not a FIX Trading Community member firm. Details of the relevant charges (if any) will be included on our website and any marketing materials for the webinar. You will be asked to pay any charges when completing the booking process for the webinar. All charges will be exclusive of any applicable VAT or other sales taxes, which shall be payable in addition. All payments are due immediately upon registration. Registration is binding upon receipt of the confirmation of registration. After payment is received, FPL will send an e-mail confirming that the order has been completed, once the Registrant has received this e-mail this will serve as a confirmation that a place has been reserved for the webinar.

### Cancellation

Please click [here](#) to view the FIX Trading Community event landing page, please refer to the relevant event registration page, where the terms of cancellation can be found.

Please note that tickets for this event are non-refundable. Substitutions may be made, provided that FPL are notified 48 hours prior to the webinar, and the substitute is an employee of the same business making the original booking.

We reserve the right to cancel or re-arrange a webinar for any reason (including, without limitation, by reason of a Force Majeure Event). If for any reason the webinar is required to be cancelled or rescheduled by FPL, a notification will be sent to all registered Registrants by email, as soon as is reasonably possible. Speakers and presenters may change without notice depending on availability, but FPL will use reasonable efforts to ensure that disruption is minimal. If speakers and presenters are absent, FPL reserves the right to appoint an equivalent substitute speaker or presenter. Any rearrangement of a webinar shall not entitle you to a refund.

### Liability

FPL shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the webinar or any webinar materials available or not included therein, (b) the unavailability or interruption to the supply of the webinar or any features thereof or any Webinar Materials, (c) Customer or Registrant's use or misuse of the webinar or materials, (d) the Customer or Registrant's use of any equipment in connection with the webinar, or (e) the content of the webinar and materials.

FPL shall not be liable under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of any webinar due to a Force Majeure Event.

FPL accepts no responsibility for any change to the contents, program, running time or order of any webinar due to a Force Majeure Event.

FPL's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of FPL's obligations under this Agreement, in respect of any one or more incidents or occurrences during the Term, shall be limited to the sum of \$500.

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FPL shall not be liable for any special, indirect, incidental or consequential damages of any kind, in any way, due to, resulting from, or arising in connection with the webinar provided or webinar materials.

### Webinar Rules

All FIX Trading Community webinars are held under the rules of our press policy – Customers are free to use the information received, unless otherwise identified as confidential during the webinar, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed. For more information, please download our press policy [here](#). By joining this webinar you adhere to our press policy rules.

### Data Collection and Storage

Please click [here](#) to view the FIX Trading Community Privacy Policy.

### Changes to our Policy

We may modify or amend this policy from time to time at our discretion. When we make changes to this policy, we will amend the revision date at the top of this page and as such, the modified or amended policy shall be effective immediately as of that revision date. We encourage you to periodically review this policy to view any updates.

### Registration

Employees of FIX Trading Community member firms will receive priority registration. Registration will be facilitated via a third-party. Registration will confirm adherence to [GDPR guidelines](#) and our press policy. To register for any upcoming webinars, please contact [events@fixtrading.org](mailto:events@fixtrading.org).

### Right of Refusal

Please note all webinars are presented exclusively for registered Customers only. FPL reserves the right to refuse access to any individual that doesn't meet the criteria. We may also terminate the account of any FIX Trading Community Customer or Registrant for violation of the Terms of Acceptable Use. Upon termination, all rights granted to you will also terminate.

### Inquires

For any other inquiries please contact the FIX Program Office at [fix@fixtrading.org](mailto:fix@fixtrading.org).

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<sup>i</sup> Please find [Zoom's Privacy Policy](#) and [WebEx Privacy Policies](#) here.