

Amman Stock Exchange  
Provisions and Conditions for use of Immediate Exchange Information Service  
(Market Watch Live)

The usage of the Immediate Information Service which is offered by Amman Stock Exchange (Stock Exchange) shall be subject to the provisions and conditions indicated below (hereinafter referred to as provisions and conditions), the subscriber has to read these provisions and conditions with full awareness prior to the use of this service through the Stock Exchange's site over the internet, and by clicking on the button dedicated for acceptance (accepting), the subscriber shall be considered as accepting such provisions and conditions.

### **1. Definitions**

- The service: The Immediate Exchange Information Service which is offered by Amman Stock Exchange to the subscribers through a special program (Market Watch Live) according to these provisions and conditions.
- Program: (Market Watch Live) program which is designed for the purposes of offering the service.
- Information: The Immediate Exchange Information which the Stock Exchange provides to the subscribers through the program according to the technical specifications determined by the Stock Exchange.
- Immediate Exchange Information: The information shall not be deemed immediate if more than 15 minutes have elapsed since its appearance in the program.
- Intellectual Property Rights: Means Trademarks, Patents, Trade Secrets and all other Intellectual Property Rights stated in the valid statutes.

### **2. Intellectual Property Rights**

The subscriber perceives that Amman Stock Exchange solely enjoys the property rights of some Trademarks, Trade Names, Patents and other Intellectual Property Rights, and the subscriber hereby acknowledges not to use any of the said rights in any way capable of affecting the Stock Exchange's rights, otherwise, the subscriber shall be held liable for all legal responsibilities for breaching this provision.

### **3. Program's Property**

The Stock Exchange provides the service through the program; this program has been developed by the Stock Exchange and is considered as its private property. The subscriber's usage of such service shall not be considered as program's acquisition. In addition, the subscriber undertakes not to misuse the contents of the program in any way whatsoever.

### **4. The licensed usage of information**

- a) The subscriber has the right to use the service through the program according to these provisions and conditions restrictively, and any other usage by the subscriber of this service outside the scope of these

provisions and conditions shall be forbidden, including without limitation, retransmission of information or reprocessing it completely or partially.

- b) The subscriber also undertakes not to use or permit any other person to use this service for any illicit purposes.

## **5. Subscription Fees.**

The stock exchange receives for offering this service an annual subscription fees as follows:

- a) The sum of JD (120) for the normal version of the program.
- b) The sum of JD (360) for the developed version of the program.

And the Stock Exchange shall not receive any amounts of money for the free version of the program.

## **6. Limits of Liability**

The Stock Exchange shall make the service and information available to the subscriber in an immediate and accurate form as much as possible, and the Stock Exchange shall not bear any legal responsibility towards the subscriber or third party, regardless to the reason in any faults or inaccuracy or spontaneous waivers in the service or information or any delays or disconnection of the service, the Stock Exchange's liability towards the subscriber shall be limited to

- 1) If the subscriber continues to receive the service, paying back any sums of money paid by the subscriber to the Stock Exchange for the period during which he/she did not receive the service.
- 2) If the subscriber completely ceases to receive the service, paying back the sums of money paid by the subscriber for the remaining period.

## **7. Subscriber's default**

If it was revealed that the subscriber does not comply with these provisions and conditions, the Stock Exchange shall be entitled to cease the service from the subscriber without any prior warning, also it shall be entitled to pursue the legal procedures it deems appropriate.

## **8. Agreement's assignment, third party's rights**

- a) The subscriber is not permitted to assign this service to third party without a prior written consent of the Stock Exchange.
- b) The Stock Exchange may assign this service and all its rights and obligations to any other entity to be determined by it later on.

## **9. Force Majeure**

The subscriber acknowledges to release the Stock Exchange from any liability or claims which may be resulted from the use of this service, including without limitation, ceasing operation of this service by the Stock Exchange for whatever reason or any disorders or technical troubles in the network or program or instruments or other reasons or any delay that may be resulted from that, or any

Force Majeure's accidents such as Acts of God, fire, war, terrorist acts, revolt, riot, communications, electricity disconnection, and any other reason outside the reasonable control of the Stock Exchange.

**10. Amendment of the provisions and conditions**

The Stock Exchange shall be entitled, without prior warning, to amend any of the provisions and conditions related to the usage of service or to state additional provisions according to what it deems appropriate in any time, where such amendments have to be shown within the service usage's provisions and conditions at the Stock Exchange's electronic site, and they shall be deemed effective as of its setout date.

**11. Applicable laws**

These provisions and conditions shall be interpreted and shall be subject to the applicable laws in the Hashemite Kingdom of Jordan.

12. Amman first instance court (district court) shall be entitled to rule any disputes resulted from the usage of the service.