

**NORTH AMERICAN  
DERIVATIVES EXCHANGE, INC.  
NADEX**

**TERMS AND CONDITIONS**

**d/b/a**



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## TERMS AND CONDITIONS

### INTRODUCTION

THESE ARE THE NORTH AMERICAN DERIVATIVES EXCHANGE, INC. ("NADEX" OR "EXCHANGE") TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONTAINS AGREEMENTS, POLICIES, AND DISCLOSURES GOVERNING MEMBERSHIP ON THE EXCHANGE.

THESE DOCUMENTS, ALONG WITH THE NADEX RULEBOOK, CONSTITUTE THE KEY CONTRACTUAL AND REGULATORY FRAMEWORK APPLICABLE TO NADEX MEMBERS AND USERS OF THE NADEX WEBSITE AND TRADING SYSTEM. THEY PROVIDE INFORMATION ABOUT HOW THE NADEX MARKET (THE "MARKET") OPERATES AND OF EACH MEMBER'S RIGHTS AND OBLIGATIONS.

NADEX OPERATES TWO BRANDS FOR ITS CFTC-REGULATED BUSINESS: AND OG.COM (OG OR OG PREDICTION MARKETS) AND CRYPTO.COM | DERIVATIVES NORTH AMERICA.

# 1. TERMS OF USE

**THESE TERMS OF USE APPLY TO YOUR USE OF THE WEBSITE AND MOBILE APPLICATION OFFERED BY THE NORTH AMERICAN DERIVATIVES EXCHANGE, INC. ("NADEX").**

**BY USING THE NADEX WEB SITE, YOU ACCEPT AND AGREE TO COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THIS SITE. ACCESS TO SOME PORTIONS OF THIS SITE IS RESTRICTED TO MEMBERS OF THE NADEX EXCHANGE.**

## **OWNERSHIP OF CONTENT**

Except as otherwise noted, all text, graphics, user interfaces, visual interfaces, trademarks, logos, and computer code (collectively "Content"), including but not limited to the design, structure selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the NADEX Website ("this Site") is owned by or licensed to NADEX, and is protected by state, federal and/or foreign trademark, trade dress, copyright, patent and trade secret and all other applicable laws and treaty provisions. ALL RIGHTS RESERVED. All other trademarks, service marks, registered trademarks, product and service names, and company names or logos (collectively "Third Party Content") not owned by NADEX that appear on the Site are the property of their respective owners ("Third Parties"). NADEX is not affiliated with such Third Parties and neither the Third Parties, nor their affiliates, sponsor or endorse NADEX in any way. NADEX does not sponsor or endorse Third Parties, nor their affiliates or Third-Party Content in any way.

## **LIMITED LICENSE**

Except as expressly provided below in this section, no part of this Site and no Content or Third Party Content may be reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, Web site or other medium for publication or distribution for any commercial purpose, without the prior express written consent of NADEX for Content and applicable Third Party for Third Party Content.

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If you want to put a link to this Site's Home Page in another Web site, please notify us in advance of your intention to do so and request approval from [NADEX](#) by writing to [compliance@nadex.com](mailto:compliance@nadex.com).

## **RESTRICTED ACTIVITIES AND COMPLIANCE WITH LAWS**

Your information and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items or items you do not have the right to sell; (c) infringe or misappropriate any third party's intellectual property rights (including copyrights, patents, trademarks, and trade secrets) or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain pornography (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for NADEX or cause NADEX to lose (in whole or in part) the services provided herein.

## **PRIVACY**

NADEX recognizes that when you choose to provide us with certain information about yourself, you trust us to act in a responsible manner. That is why we have put in place a Privacy Policy to protect your personal information. You should review this document before providing any personal data on the Site. Please read our Privacy Policy.

## **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT NADEX AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES (COLLECTIVELY "AFFILIATES") WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR: (A) ANY LOSSES ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH NADEX OR ITS AFFILIATES DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES AND EQUIPMENT OR SOFTWARE MALFUNCTION), EXCHANGE OR MARKET RULINGS OR SUSPENSION OF TRADING; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR TRADING LOSSES) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE PROVIDED BY NADEX UNDER THIS AGREEMENT, EVEN IF AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

## **NO WARRANTIES**

NADEX PROVIDES THIS SITE "AS IS" AND WITHOUT ANY WARRANTY, TERM OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. NADEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ADDITIONALLY, NADEX MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL BE ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR-FREE.

## **ACCURACY OF INFORMATION**

You acknowledge that NADEX neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of any information, commentary, quotations, recommendations, advice, investment ideas or other materials that may be accessed by you through this Site. This includes bulletin boards, message boards, chat services or other online conference or telecast by third party providers through the Site. NADEX expressly disclaims any liability for such third party statements under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law. If you choose to rely on such information, you do so solely at your own risk. You understand that the research, analysis, news or other information made available through this Site is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and the instruments and investment strategies discussed may not be suitable for you.

## **LINKED WEBSITES**

You acknowledge that when you access certain links on the Site you will leave the Site. NADEX does not review any of the Web sites linked to this Site and does not endorse or accept any responsibility for the content of such Web sites or the products, services or other items offered through such Web sites, and therefore advises you that your access by link to third party sites is at your own risk.

## **SUBMISSION OF IDEAS**

It is a policy of NADEX not to accept the submission of ideas, suggestions, improvements, concepts, techniques (collectively "Submissions") from the general public, unless a Membership Agreement is signed prior to or in conjunction with such Submission. If you decide to send a Submission to NADEX prior to signing

a Membership Agreement, you do so at your own risk. ANY SUBMISSIONS THAT YOU SEND TO NADEX PRIOR TO SIGNING THE MEMBERSHIP AGREEMENT WILL BE DEEMED NON-CONFIDENTIAL AND IN THE PUBLIC DOMAIN. NADEX WILL DEEM ITSELF FREE TO USE THEM WITHOUT ACKNOWLEDGING OR COMPENSATING YOU IN ANY WAY.

#### **NO ADVICE**

You acknowledge that the Site does not provide you with any legal, tax, estate planning or accounting advice or advice regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You acknowledge that NADEX employees are not authorized to give any such advice, and you will neither solicit nor rely on any investment advice from any NADEX employee. Unless otherwise specified, any information provided through this Site will not be used or considered by you as a recommendation that you buy, sell or hold a particular financial instrument or pursue any particular investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell any particular financial instrument from NADEX.

#### **ENTIRE AGREEMENT FOR NON-MEMBERS**

For users who are not Members of the NADEX Exchange, these Terms of Use constitute the entire agreement between you and us relating to your access to and use of the Site and supersede any prior or contemporaneous representations or agreements, oral or written. Any rights not expressly granted by these Terms of Use are reserved by NADEX. These Terms of Use may not be modified except by use as set forth in the Amendments section below. In addition to this Terms of Use, Members of the NADEX Exchange are bound by additional Terms and Conditions including, but not limited to the Membership Agreement, Risk Disclosure Document and Privacy Policy.

#### **AMENDMENTS**

NADEX reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of this Site following the posting of changes will mean that you accept and agree to the changes.

#### **VOID WHERE PROHIBITED**

NADEX administers and operates the [www.nadex.com](http://www.nadex.com) Site from its location in Chicago, Illinois, USA, and NADEX makes no representations regarding the legality of access to or use of the Site or the Content from other countries. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. NADEX reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any product or service made on the Site is void where prohibited. If you access the Site from outside the United States, you do so at your own risk and you are solely responsible for complying with applicable local country and US export laws.

#### **GOVERNING LAW**

These Terms of Use shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, as applied to contracts made and to be performed in Illinois, without applying conflict of law rules.

#### **DISPUTE RESOLUTION**

All disputes arising out of or relating to these Terms of Use or the Site shall be resolved by binding arbitration held in Cook County, Illinois, USA, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except that NADEX is not required to arbitrate any dispute regarding confidentiality; infringement, misappropriation, or misuse of any intellectual property right; or any other claim where interim relief from a court is sought to prevent serious and irreparable injury to NADEX or any other person or entity.

#### **SEVERABILITY**

If any provision of these Terms of Use is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms of Use as possible.

## 2. Membership Agreement

**PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS ENTIRE MEMBERSHIP AGREEMENT, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, BEFORE CLICKING “I ACCEPT” TO INDICATE YOUR AGREEMENT TO BE BOUND BY THIS MEMBERSHIP AGREEMENT. CLICKING THE “I ACCEPT” BUTTON IS THE LEGAL EQUIVALENT OF YOU MANUALLY SIGNING THIS MEMBERSHIP AGREEMENT.**

### INTRODUCTION

Welcome to North American Derivatives Exchange, Inc. ("NADEX") the first fully electronic, retail-focused financial trading platform in the United States. Before You can become a Member and trade on NADEX, You must read and accept this Membership Agreement, including all documents incorporated by reference. NADEX operates two brands for its CFTC-regulated business: OG.com (OG or OG Prediction Markets) and Crypto.com | Derivatives North America.

### DEFINITIONS

**Access Materials:** The unique Username and Password chosen by You to enable You to access Your NADEX Account.

**Account:** This term refers to the relationship between You and NADEX established to provide You with access to trade on NADEX as well as to deposit funds and engage in other financial transactions associated with said relationship. The Account is in the name of the approved Member, whether it be a natural person or entity.

**Affiliates:** This includes all of NADEX's Officers, Directors, Agents, Subsidiaries, Joint Ventures and Employees.

**Nadex:** The abbreviated form of North American Derivatives Exchange, Inc.; any reference to "Nadex" may be substituted with NADEX without changing the meaning of the term.

**North American Derivatives Exchange, Inc.:** A Delaware corporation with its principal place of business in Chicago, Illinois, registered with the Commodity Futures Trading Commission as a Designated Contract Market ("DCM") and Derivatives Clearing Organization ("DCO"), that operates a centralized market place under the name NADEX where Members can trade certain derivative instruments with each other.

**NADEX System:** This is the entire NADEX System which gives authorized Members access to the NADEX electronic trading system for trading certain derivative instruments under the terms and conditions stated in this Membership Agreement and in the NADEX Rules. This term includes the NADEX website and any services offered by NADEX and its third-party service providers.

**Member:** An individual or entity which has been approved as a Trading Member by NADEX to trade on the NADEX electronic trading system and is bound by this Membership Agreement and subsequent amendments hereto.

**Membership Agreement:** This document and the following documents incorporated herein by reference: NADEX Rules, NADEX Privacy Policy, NADEX Risk Disclosure Statement, NADEX Terms of Use, and any amendments to these documents. For Members who are entities, the Membership Agreement also

incorporates the applicable certification or authorization forms that authorizes certain persons to trade on the entity's behalf.

**Membership Application:** The on-line or paper form by which an applicant provides his/her/its personal information, including, but not limited to, social security number/ national identification number, name, address, date of birth, principal occupation, U.S. bank account information (if applicant is an entity), email address, and any subsequent updates or changes to said personal information. The Membership Application also includes all of the terms and conditions incorporated into this Membership Agreement.

**You, Your:** These terms refer to the individual or entity who is the Member or applicant for membership on NADEX. For entities applying for membership, each authorized representative trading on behalf of said entity is also incorporated into the definition of these terms.

Other capitalized terms are defined in the text below.

In consideration of NADEX providing a market to enable You to trade for Your own Account, You hereby agree as follows:

#### **MEMBER ACKNOWLEDGEMENTS AND AUTHORIZATIONS**

- a. You authorize NADEX to take whatever actions are necessary to execute, clear, and settle orders entered into the NADEX System for Your Account. You authorize NADEX to rely upon any instruction received through use of Your Access Materials without further inquiry, and NADEX shall not be liable to You even if such orders were not authorized by You. You accept full responsibility for monitoring Your Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in Your Account. NADEX is not responsible for any Member errors or negligent use of the NADEX System and will not cover losses relating to such improper or negligent use. You may not give control over Your account to any other person or entity and You may not control the account of any other Member. You shall maintain the confidentiality of Your Access Materials and prevent the unauthorized use of Your Access Materials at all times. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of Your Access Materials, You must notify NADEX immediately and request a new password. You may not access or attempt to access the NADEX System using the Access Materials of any other Member, or permit any other person or entity to access or attempt to access the NADEX System using Your Access Materials. Any and all materials that NADEX provides to You in connection with the NADEX System are the property of NADEX and are intended for Your sole and individual use.
- b. You agree that any amounts owed to You by NADEX will be deemed to have been paid when deposited by any form of electronic payment or wire transfer into the bank account, or other NADEX approved financial account, on file with Your Account.
- c. You agree that all communications with NADEX, including keystrokes entered by You on the NADEX System and any telephone calls between You and NADEX may be recorded without further notice, and such recordings may be provided to regulatory authorities (in conformance with applicable laws and regulations) and used as evidence in the event of any dispute. Such recordings will be and remain the sole property of NADEX and will, in the absence of manifest error, be accepted by You as evidence of the communications so recorded. The period of retention of such recordings shall be at the sole discretion of NADEX, which will act in conformity with applicable laws and regulations.
- d. You acknowledge that any amounts owed to NADEX that remain unpaid in excess of 30 days may be submitted to a third party collection agency. NADEX reserves the right to pursue any and all allowable legal action, whether criminal or civil, against You to recover losses incurred as the result of fraud or misconduct, including attorneys fees and other legal expenses, and any other remedies permitted by law.

- e. You acknowledge and agree that NADEX does not and will not provide You with any legal, tax, estate planning or accounting advice or advice regarding the suitability, profitability or appropriateness for You of any investment, financial product, investment strategy or other matter. Specifically, You acknowledge and agree that NADEX has not undertaken and will not undertake an independent evaluation of whether derivatives trading or each transaction entered by You is appropriate for You. You are solely responsible for all determinations in this regard.
- f. You acknowledge that any information provided by NADEX will not be used or considered by You as a recommendation, offer or a solicitation of an offer, to buy, sell or hold a particular investment or pursue any investment strategy.
- g. You acknowledge that NADEX neither assumes responsibility for nor guarantees the accuracy, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by You through the NADEX System. This includes, but is not limited to, bulletin boards, website links, quotes, message boards, chat services or other online conference or telecast by third-party providers through the NADEX System. If You rely on such information, You do so solely at Your own risk.
- h. You acknowledge and agree that You will, following a request by NADEX, promptly provide to NADEX financial or other information as NADEX may reasonably request or as may be required for NADEX to respond to a request for information from the Commodity Futures Trading Commission (“CFTC”) or other regulatory or judicial bodies.
- i. You acknowledge and agree that all activity on the NADEX System and all services performed by NADEX, including but not limited to any clearing service, take place in the United States and are subject to the jurisdiction of the United States.
- j. Before clicking “I Accept”, You will have read and understood all NADEX Rules.
- k. Before clicking “I Accept”, You will have read and understood the website Terms of Use governing the use of the NADEX System.
- l. Before clicking I Accept, You will have read and understood NADEX’s Privacy Policy. The Privacy Policy can be found [here](#). If You object to Your information being transferred or used in any of the ways stated in the Privacy Policy, please do not apply for membership on NADEX.
- m. Before clicking “I Accept”, You will have read and understood NADEX’s Risk Disclosure Statement. The Risk Disclosure Statement can be found [here](#).
- n. You acknowledge and agree that once you have completed the online Membership Application, click “I accept” to all of the documentation contained therein, you will have electronically signed the entire Membership Application and are legally bound by all of the terms and conditions contained therein.
- o. By trading Sports Event Contracts you agree and acknowledge that the Contracts have not been endorsed by the National Football League (NFL) or any team that is part of the NFL. You also agree and acknowledge that the use of the terms NFL, Super Bowl and any NFL Team names does not indicate an endorsement of this product.
- p. By trading Sports Event Contracts you agree and acknowledge that you are not an individual who is prohibited from trading the Event contract, including:
- Current and former Association players, coaches and staff
  - Paid employees and management of the Associations and Association Participants
  - Owners of the Associations and Association Participants

- Household members and immediate family members (siblings, children and parents) of any of the above.

## **FEES AND OTHER CHARGES**

You agree to pay, and authorize NADEX to withdraw from Your Account: (a) any fees or charges associated with any transactions executed on the NADEX System for Your Account at such rate as is posted on NADEX's website or as incorporated into the NADEX Rules at the time the transaction is executed; (b) any costs or expenses incurred by NADEX in connection with Your Account, including, but not limited to, any non-sufficient funds charges or charges imposed by NADEX's settlement bank; and (c) any other charges agreed upon between You and NADEX.

## **NADEX INVESTMENT OF MEMBER'S FUNDS**

Except as prohibited by the regulations of the CFTC, all cash and other property in Your Account or otherwise held by NADEX on Your behalf may, from time to time, without notice to You, be co-mingled with the property of other Members or be invested by NADEX, separately or with any other property, consistent with Commission Regulation 1.25.

## **THE NADEX ELECTRONIC TRADING SYSTEM**

- NADEX is making available to You access to the NADEX System for trading certain derivative instruments under the terms and conditions stated in this Membership Agreement and in the NADEX Rules.
- You understand that the NADEX System may be accessed only electronically.
- No Liability.** You understand that while electronic access generally is dependable, technical problems or other conditions may delay or prevent You from accessing Your Account or entering or canceling an order on the NADEX System, or may delay or prevent an order transmitted to the NADEX System from being executed. NADEX, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR, AND YOU AGREE NOT TO HOLD OR SEEK TO HOLD ANY OF THEM LIABLE FOR, ANY TECHNICAL PROBLEMS; NADEX SYSTEM FAILURES OR MALFUNCTIONS; NADEX SYSTEM ACCESS OR CAPACITY PROBLEMS; HIGH INTERNET TRAFFIC; INTERRUPTIONS DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, UPGRADING OR REPAIRS; SECURITY BREACHES OR UNAUTHORIZED ACCESS BEYOND THE REASONABLE CONTROL OF NADEX; ANY FORCE MAJEURE EVENT; AND OTHER SIMILAR PROBLEMS AND DEFECTS. NOTHING IN THIS SECTION IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE COMMODITY EXCHANGE ACT, THE REGULATIONS OF THE CFTC, OR ARISING FROM ACTS OF WILLFUL OR WANTON MISCONDUCT.
- Some of the information available on the NADEX System is produced by NADEX, and some is provided by various independent sources believed by NADEX to be reliable ("Information Providers"). You acknowledge that the accuracy, completeness, timeliness, and correct sequencing of the information concerning Your trading and Account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be provided from time to time, (collectively referred to as the "Information,") is the property of NADEX and/or the Information Providers or others and may be protected by copyright. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without the express written consent of NADEX and the relevant Information Provider(s) and not to use the Information for any unlawful purpose. Although NADEX believes the Information provided by the Information Providers through the NADEX System is complete and correct, the accuracy of the Information cannot be guaranteed and any reliance by You on such information is done solely at Your own risk.

e. You shall be responsible for providing and maintaining the means by which You will access the NADEX System, which may include a personal computer, modem and telephone or other access line. You are responsible for all access and service fees necessary for You to connect to the NADEX System and You are responsible for all charges incurred by You in accessing the NADEX System.

## **ELECTRONIC COMMUNICATION WITH MEMBERS**

Communications between You and NADEX via electronic mail (“email”) shall be to the email address registered with Your Account. In addition, NADEX may communicate with You by posting information on the NADEX website. You consent to receive all communications from NADEX by email or through the NADEX website, including confirmations, amendments to this Membership Agreement, amendments to the NADEX Rules and policies, notices, and any correspondence relating to Your NADEX Account or membership and You agree to be bound by all communications contained therein. All communication from NADEX will be in the English (American) language.

You shall be deemed to have received any such communications sent to Your current email address and/or posted on the NADEX website under the “Nadex Notices” section of the website. It is your responsibility to check the “Nadex Notices” section of the website on a regular basis while maintaining a membership on NADEX. Confirmations of transactions sent to your email address shall be conclusive and final unless You notify NADEX of an error within five (5) days of NADEX sending the email confirmation.

In order to maintain membership on the NADEX System, You are required to maintain an active email account and You may not share said email account with anyone. (For clarification, You must be the only person able to access the email address given to NADEX.) You agree to protect the password and user identification of such email account in order to protect the confidentiality of any correspondence between You and NADEX.

You must inform NADEX of any changes to Your email address within 24 hours of said change.

## **ELECTRONIC SIGNATURES**

Your intentional action in electronically signing the Membership Application is valid evidence of your consent to be legally bound by the Membership Application, and all documents incorporated by reference including but not limited to this Membership Agreement and the NADEX Rulebook governing your relationship with NADEX. The use of an electronic version of the Membership Application fully satisfies any requirement that such Membership Application be provided to You in writing. You acknowledge that You may access and retain a record of the documents that You electronically sign through the NADEX System. You are solely responsible for reviewing and understanding all of the terms and conditions contained in the Membership Application. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Nadex/NADEX website. You acknowledge and agree that NADEX may modify this Membership Application, in whole or in part, from time to time and You agree to consult the NADEX website from time to time for the most up-to-date Membership Agreement. The electronically stored copy of the Membership Agreement is considered to be the true, complete, valid and authentic and enforceable record of the Membership Application, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of the NADEX electronically stored copy of the Membership Application in any proceeding arising out of the terms and conditions of the Membership Application.

## **SUBMISSION OF IDEAS**

NADEX allows Members to submit ideas, concepts, designs or inventions for instruments or any other relevant topic (collectively “Ideas”). However, Members should not reveal to NADEX any Ideas for which

a Member wants to receive any compensation or credit. By submitting Ideas to NADEX, You expressly agree to give up any and all rights You may have to such Ideas and You agree to transfer to NADEX all of Your rights pertaining to such Ideas. By submitting any Ideas to NADEX, You expressly authorize NADEX to use and benefit from the Ideas as NADEX may decide. NADEX will not provide You with any compensation or credit for any Ideas You submit. By submitting an Idea to NADEX, You give up all control You might otherwise have concerning such Ideas.

## **MEMBER REPRESENTATIONS**

Member hereby represents and warrants as follows:

- a. If You are a natural person, You (i) reside in the United States or one of the acceptable regions identified on the Nadex/ NADEX website, (ii) maintain a bank account in your name that you will use to fund your NADEX account, and (iii) are at least the age of majority if you reside in the United States or its territories, or 21 if you reside in a region other than the United States;
- b. If You are anything other than a natural person (e.g., a corporation, partnership, sole proprietorship, or trust), You are duly organized in the United States, in good standing, maintain a United States bank account in the name of the entity applicant, and have the legal authority and are duly authorized and empowered to execute and deliver this Membership Agreement on behalf of such entity and to open accounts and effect transactions in commodities, futures, options, and swaps on the NADEX System on behalf of such entity;
- c. Placing orders on the NADEX System does not and will not violate any governing documents, applicable law, or any judgment, decree, order or agreement to which You or Your property is subject, and this Membership Agreement is binding on and enforceable against You in accordance with its terms;
- d. You and, if relevant, Your employees and agents will not trade or otherwise act on behalf of any other person or entity (whether or not a Member) in placing orders on the NADEX System, including by allowing any person not disclosed on the Membership Application to have an economic interest in the trades placed by the Member;
- e. You have determined that the trading of commodities, futures, options, and swaps is appropriate for You; and
- f. You shall promptly notify NADEX in writing if any of the representations in this Agreement materially change or cease to be true and correct.

## **NO WARRANTY**

YOU UNDERSTAND THAT NADEX, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE NADEX SYSTEM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. NADEX ITS AFFILIATES AND ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **MANDATORY ARBITRATION**

Any controversy or claim arising out of or in connection with this Membership Agreement or the performance or breach hereof, or relating to Your Account, including any claim against NADEX, a NADEX settlement bank, or any other NADEX Member, shall be settled by arbitration as set forth in the NADEX Rules.

## **TERMINATION**

This Membership Agreement may be terminated by You or NADEX at any time by giving written notice to the other party. In the event of such termination, NADEX will immediately liquidate all outstanding positions in Your Account in such manner as NADEX sees fit and instruct NADEX's settlement bank to remit the proceeds from such liquidation along with all other funds in Your Account to Your bank account identified in Your NADEX account by means of electronic payment or wire transfer. The termination of this Agreement will not prejudice any accrued rights or obligations relating to any transaction effected prior to termination, or any right or remedy available to NADEX. If, at the time of termination of this Membership Agreement You owe any amount to NADEX, NADEX may retain or keep possession of the portion of any balances or instruments in Your Account in satisfaction of such amounts owed by You to NADEX or until You otherwise pay all amounts owing to NADEX. The obligations of confidentiality, the warranty exclusions, the limitations of liability, the assignment of ideas provision, the mandatory arbitration provision, and choice of law provision stated in this Agreement will survive termination.

NADEX reserves the right to terminate Your Account or block access to NADEX for any reason allowable under applicable law.

#### **CHOICE OF LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

#### **MISCELLANEOUS**

- a. **Order of Precedence.** In the event of any conflict among this Membership Agreement and any of the documents incorporated herein by reference, the following order of precedence will apply: NADEX Rules; entity certification or authorization that is supplemental to this
- b. **Assignment.** Member may not assign (directly, by operation of law, or otherwise) this Membership Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this Membership Agreement shall be binding upon and inure to the benefit of NADEX, its successors and assigns, You and Your legal representatives, executors, trustees, administrators, and (if an assignment cannot be prohibited) Your successors and assigns.
- c. **Severability.** If any part, term, or provision of this Membership Agreement is held by any body of competent jurisdiction to be illegal or in conflict with any laws or regulations, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties and the validity of the remaining portions or provisions shall not be affected or impaired.
- d. **Entire Agreement.** This Membership Agreement, including all documents incorporated herein by reference, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and those incorporated by reference. Notwithstanding the above, You acknowledge that from time to time, You may enter into certain additional agreements with, or receive certain disclosure documents from, NADEX, and such other agreements or documents shall be valid and binding upon You as a Member of NADEX.
- e. **Amendment.** This Membership Agreement may be amended unilaterally by NADEX upon written notice to You. You will be deemed to agree to each such amendment if You do not terminate this Membership Agreement prior to the effective date of the amendment.

f. **Waiver.** Failure of either party to enforce compliance with any provision of this Membership Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.

**BY CLICKING "I ACCEPT" YOU HEREBY AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT AND EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.**

# 3. Privacy Policy

## WHY IS A PRIVACY POLICY IMPORTANT TO ME?

As part of our day-to-day business we need to collect personal information from our members and prospective members to ensure that we can meet their needs and provide them with information about our services. Your privacy is important to us and it is our policy to respect the confidentiality of information and the privacy of individuals. We are firmly committed to protecting your personal information and maintain high standards to safeguard and protect information in a fair and lawful manner. This Privacy Policy outlines how we manage your personal information supplied to us by you or a third party in connection with our provision of services to you, or which we collect from your use of our services and/or our application process, app(s) or website. This Privacy Policy also details your rights in respect to our processing of your personal information. Any personal information we hold will be governed by our most current Privacy Policy. Note that any external third-party websites to which our website or apps may provide a link are not covered by this Privacy Policy and those sites are not subject to our privacy standards and procedures. Please check with each third party as to their privacy practices and procedures. If you do not agree with the provisions set forth herein, you should not use the services provided by NADEX. Residents of the European Union/European Economic Area should read this Privacy Policy in conjunction with the [GDPR Informational Guide](#) and [Cookie Policy](#) located on the North American Derivatives Exchange, Inc. d/b/a NADEX and OG Predictions ("NADEX") at [www.nadex.com](http://www.nadex.com).

## WHAT PERSONAL INFORMATION DO WE COLLECT?

When you visit the NADEX website at [www.nadex.com](http://www.nadex.com), communicate with us, apply for a demo account, apply for membership, access your account or transact as a member of the North American Derivatives Exchange, Inc. NADEX either on the mobile or desktop platforms, we collect and maintain certain personal non-public information as well as non-identifying information about you.

We may collect the following categories of information about you:

- **Identifiers:** name, alias, address, date of birth, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name, social security number/national identification number, driver's license number, passport number, or other similar identifiers;
- **Customer Records Information:** name, salutation, signature, social security number, address, phone number, passport number, driver's license or state identification card number, employment, employment history, bank account number, debit card number, other financial information;
- **Commercial Information:** products or services purchased, obtained, or considered for purchase from NADEX, trading performance;
- **Internet or Other Electronic Network Activity Information:** browser types, browsing history, search history, device identifier, ISPs, operating systems, page visits, login data, timestamp, usage, data from cookies, pixel tags, and web beacons, and information regarding your interaction with the NADEX website, trading platform, application, or advertisements;
- **Geolocation Data;**
- **Audio, Electronic, Visual, or Similar Communication Information;**
- **Professional or Employment-Related Information;**
- **Inferences and Information Relating to Investigations;**
- **Inferences drawn from other personal information:** profile information reflecting a person's preferences, characteristics, predispositions, and abilities;
- **Identification Verification Documentation:** Copies of identification documents including but not limited to your Driver's License, State Identification Card, Passport, Social Security Card, Utility Bills, Bank Account Statements/Transaction History or other proof of residential address, corporate documents (if applicable); and

- Any other similar information.

We obtain the personal information listed above from the following categories of sources: from you, directly and indirectly, and from our service providers, business partners, affiliates, consumer reporting agencies, social media networks, and advertising networks. We obtain this information in a number of ways through your use of our services or other dealings with us including through our website, apps, membership application process, demo account applications, webinar sign up forms, subscriptions for news updates, any other forms, contact customer service or use other customer support tools, post comments to an online community(ies), provide information to our vendors, visit any page online that displays our ads or content, and from information provided in the course of ongoing customer service and compliance correspondence, and from observing your actions on our website and/or mobile app. We may also collect this information about you from third parties or publicly available sources.

We collect and maintain information you enter into the online application prior to submission of the application, to enable you to complete the application at a later time, and to contact you with news, marketing, and other relevant information.

We also collect and maintain information about your transactions with us, such as your account balance, trading activity and deposit and withdrawal history of your account. This information helps us administer your account and provide you with better service.

We collect and maintain information about you from consumer reporting agencies and other organizations in order to verify your identity and source of funds. We also collect and maintain your personal information in accordance with regulatory requirements and other state and federal requirements based on our status as a Designated Contract Market and Derivatives Clearing Organization doing business in the United States.

We may collect and maintain information about you through your use of our website, apps or through the use of cookies on our website or apps. We also use various Google and Adobe tools such as Google Analytics, Google Ad Manager, Google Search Console, Adobe Analytics, and Adobe Audience Manager to collect and analyze information about how the NADEX website is used. Cookies are small pieces of text that may be placed on your computer's hard drive through your web browser when you access a website. Your browser stores cookies in a manner associated with each website you visit. We use cookies to assist us in securing your trading activities, for analytics purposes, and to enhance the performance of our website. For additional information on the types of cookies NADEX uses and how they are used, please see the [Cookie Policy](#) on the NADEX website.

When you use or connect to a NADEX website or download a mobile app by or through a third party platform, such as Facebook or other social networking site, you allow us to access and/or collect certain information from your third party platform profile/account (such as your Facebook account) or via any cookies placed on your device by such third party platform as permitted by the terms of the agreement and your privacy settings with the third party platform. We will share such information with the third-party platform for their use as permitted by the terms of the agreement and your privacy setting with the third-party platform.

Additionally, we may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to the services we provide to you and our relationship with you. These recordings will be our sole property and will constitute evidence of the communications between us. Such communications may be recorded without the use of a warning tone or any other further notice.

By using any part of the NADEX System, as that term is defined in the NADEX Membership Agreement, or by entering your personal information in the membership application, you hereby consent to the transfer of your personal information to the United States of America for the purpose(s) described in this Privacy Policy, and to the processing of your information, which may take place inside or outside of the United States, for the purposes described in this Privacy Policy. You may withdraw your consent by submitting a request to

[compliance@nadex.com](mailto:compliance@nadex.com). In the event you withdraw consent, your personal information will be retained in accordance with applicable United States laws and regulations and/or group-wide recordkeeping policies. If you choose to withdraw consent, or to not provide the information we need to fulfill your request for a specific product or service, we may not be able to provide you with the requested product or service.

## **HOW DOES NADEX USE MY PERSONAL INFORMATION?**

NADEX has a number of legitimate interests which support the processing and use of your personal information. Additional information regarding NADEX's legitimate interests can be found on the GDPR Informational Guide located on the NADEX website. NADEX may use your personal information for the following non-exclusive purposes:

- To verify your identity and establish and manage your account;
- To provide you with advertisements, communications, and offers for or information about products and services from NADEX or NADEX's Affiliates, and to review your ongoing needs;
- To help us improve our products and services, including customer services, and develop and market new products and services;
- To evaluate your eligibility for certain types of offers, products or services that may be of interest to you, and analyze advertising effectiveness;
- To answer your questions and respond to your requests;
- To market, perform analytics, data analysis, send you surveys, and conduct consumer research;
- To send you reminders, technical notices, updates, security alerts, support and administrative messages, service bulletins, marketing messages, and requested information, including on behalf of NADEX's Affiliates;
- To form a profile about you;
- To investigate or settle inquiries or disputes, or to investigate member compliance with Exchanges rules;
- To comply with applicable law, court order, other judicial process, or the requirements of any applicable regulatory authorities;
- Internal business purposes and record keeping;
- Corporate restructuring; and
- Security.

## **OUR BUSINESS PURPOSES FOR COLLECTING PERSONAL INFORMATION**

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information.
- To fulfill our regulatory obligations as an exchange and clearinghouse.
- To provide, support, personalize, and develop our website or mobile app, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, transactions, and payments and prevent transactional fraud
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website or app experience and to deliver content and product and service offerings relevant to your interests, including targeted offers through our website or mobile app, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website or mobile app, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our

websites, app, products and services.

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of NADEX's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by NADEX about our website or mobile app users is among the assets transferred.

## **TO WHOM MAY WE DISCLOSE PERSONAL INFORMATION?**

Unless you are informed otherwise, the personal information we hold is used for establishing and managing your account, executing transactions that you initiate, regulatory or compliance purposes, reviewing your ongoing needs, enhancing our customer service and products, and giving you ongoing information or opportunities that we believe may be relevant to you. We may also use your personal information for business planning purposes including product development and internal research. NADEX may disclose your personal information to certain affiliated and non-affiliated third parties, which include both financial services providers and non-financial companies, who perform valuable services for us or on behalf of us, in order to provide you with the best possible trading experience, or with whom we have marketing agreements.

When we share personal information with companies working on behalf of NADEX, we generally enter into a contractual agreement with the third party requiring it to maintain the confidentiality of your personal information and prohibiting it from using or disclosing your information, except for the limited purpose and to the persons for whom disclosure was intended and as otherwise permitted by law. NADEX shares personal information with third parties in the following non-exclusive circumstances:

- We may disclose information to companies that assist us in processing all of the transactions that occur within your account and on NADEX, and/or that provide other services including, but not limited to, identification verification, bank account verification, and for security purposes.
- Affiliate companies, including NADEX's parent, Foris Dax Markets, Inc. which is part of the broader corporate group and its subsidiary entities, who provide financial and other services that may be of interest to you.
- Information may be disclosed to third parties if disclosure is necessary to comply with legal or regulatory requirements or processes, or to protect the rights, property, or personal safety of NADEX, its Members or the public, or with third parties who have entered into an information sharing agreement with NADEX in accordance with, or as directed by regulatory statute.
- We will share some of the information we collect from you upon submission of and/or completion of any field in the NADEX Membership Application, and/or installation of the mobile app, with vendors and other service providers who are engaged by or working with us in connection with the operation of services we provide to you and/or for analytics purposes which may require the reproduction and display of such information in an aggregated and anonymized manner such that it will not in any way identify you.
- We may share information with third-party payment verification and processing services, including but not limited to Plaid Technologies, Inc. ("Plaid") which verifies your bank account and confirms your bank account balance prior to approving a transaction. We only share your information with Plaid in accordance with this Privacy Policy. Information shared with Plaid is treated by Plaid in accordance with its Privacy Policy, available at <https://plaid.com/legal/>.
- Information may be disclosed about you to the Commodity Futures Trading Commission ("Commission") in order to comply with our reporting obligations under the Commission Regulations.
- Information may also be disclosed about you to your employer if you are employed by or affiliated with another exchange, regulatory body, FINRA or NFA member. Such entities may be required to monitor your trading activity as defined under applicable securities and commodities laws.

- Information may be disclosed with your consent.
- NADEX may also disclose non-identifiable information for the same reasons we might share personal information, with Affiliates for their own analysis and research, to facilitate targeted content and ads, and to analyze the effectiveness of those ads.

#### **DISCLOSURES OF PERSONAL INFORMATION FOR A BUSINESS PURPOSE:**

In the preceding twelve (12) months, NADEX has disclosed the following categories of personal information for a business purpose to the following categories of affiliates and non-affiliated third parties:

- Identifiers
- Customer Records Information
- Commercial Information
- Internet or Other Electronic Network Activity Information
- Geolocation Data
- Audio, Electronic, Visual, or Similar Communication Information
- Professional or Employment-Related Information
- Inferences and Information Relating to Investigations
- Identification Verification Documentation

#### **CALIFORNIA RESIDENTS RIGHTS REGARDING PERSONAL INFORMATION**

If you are a California resident, you have certain rights with regard to your personal information:

- You have the right to request, up to two times every 12 months, (i) the categories of personal information NADEX has collected about you; (ii) the categories of sources from which NADEX has collected personal information about you; (iii) the business or commercial purpose for collecting or selling your personal information; (iv) the categories of third-parties with whom NADEX shares personal information; (v) the specific pieces of personal information NADEX has collected about you; (vi) the categories of personal information that NADEX has sold about you and the categories of third-parties to whom the personal information was sold; (vii) the categories of personal information that NADEX disclosed about you for a business purpose and the categories of third-parties to whom the personal information was disclosed for a business purpose;
- You have the right to request that NADEX delete your personal information that we collected from you and retained, subject to certain exceptions allowed under applicable law;
- You have the right to opt-out of the sale of your personal information to third parties by sending an email request to [opt-out@nadex.com](mailto:opt-out@nadex.com).
- You have the right not to be discriminated against for exercising your rights under the California Consumer Privacy Act.

To submit a consumer request, please contact [compliance@nadex.com](mailto:compliance@nadex.com) or call (877) 776-2339 toll-free. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf (an **“Authorized Representative”**), may make a consumer request related to your personal information. You may also make a consumer request on behalf of your minor child. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an Authorized Representative. Before completing your request to exercise the below, we will verify that the request came from you by asking you one or more knowledge-based questions about you.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and

respond to it.

- We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

### **AM I ABLE TO OPT-OUT?**

The law allows you to “opt-out” of our information sharing with certain kinds of third parties. This means that you can ask us not to share your personal information with certain affiliated and non-affiliated companies.

You may opt-out of the sharing of your information for non-essential purposes by sending an email request to [opt-out@nadex.com](mailto:opt-out@nadex.com). In order to opt-out you may need to disable certain cookies in your browser. Your choice to opt-out of information sharing (other than those permitted or required by law) does not limit our ability to collect and disclose information about you, under the terms of this Privacy Policy, for other vendors.

Additionally, you may opt-out of direct marketing emails and/or text messages by responding to the communication with “unsubscribe” (emails) or “STOP” (text messages).

In the preceding twelve (12) months, NADEX has sold, as defined by the California Consumer Privacy Act, the following categories of personal information to our affiliates:

- Identifiers
- Customer Records Information

### **WHAT IF I WANT TO REVIEW OR CHANGE ANY OF MY PERSONAL/NON-PUBLIC INFORMATION?**

The accuracy of your personal information is important to us. If the personal information we hold about you is inaccurate or incomplete, you are entitled to have it rectified. If you are a NADEX Member and would like to correct, update, or confirm your information, please log into the platform using your username and password. After logging in, under the My Account tab, follow the instructions under the ‘Settings’ and ‘Personal Details’ tabs. Certain information may require documentation for verification.

### **HOW DOES NADEX STORE MY PERSONAL INFORMATION AND FOR HOW LONG?**

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, by mail, over the internet or any other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records, and take steps to protect the personal information we hold from misuse, loss, unauthorized access, modification or disclosure.

When we consider that personal information is no longer needed we will remove any details that will identify you or we will securely destroy the records. However, we may need to maintain records for a significant period of time to comply with various regulatory obligations. For example, we are subject to certain regulatory requirements that oblige us to retain information, such as your application data, documents used to verify your identity or banking information, and supporting evidence and records of your transactions, for a period of five years after our business relationship with you has ended. It is NADEX’s policy that it will retain certain records for a longer period of time, 12 years after our business relationship with you had ended. If we hold any personal information in the form of recorded communications we will hold this in line with regulatory requirements, five years after our business relationship with you has ended. Where you have opted-out of marketing communications, we will hold your details so we know you do not want to receive these communications.

### **CAN I REQUEST MY PERSONAL INFORMATION BE ERASED?**

You can ask us to delete or remove your personal information in certain circumstances, such as where we no

longer need it or you withdraw your consent (where applicable) provided that we have no legal or regulatory obligation to retain that data. Such request will be subject to any retention limits with which we are required to comply in accordance with applicable laws and regulations and subject to this Privacy Policy.

## **HOW DOES NADEX PROTECT MY PERSONAL INFORMATION?**

We have made a significant investment in leading-edge security software systems, and procedures to offer you a safe and secure trading environment and protect your personal, financial and trading information. While no security system is absolutely impenetrable, we are constantly reviewing, refining, and upgrading our security technology, as new tools become available. When you open an account with us, you are asked to choose a unique username and password to access and secure your account and account information. Remember: you are ultimately responsible for maintaining the secrecy of your username and password. We strongly recommend that you do not disclose this information.

On our trading portal, we also use technology to encrypt information transmitted by or to you through our website. In order to maximize the benefits of this technology, we recommend that you utilize a browser with strong encryption capabilities. NADEX may provide links to various educational or newsworthy third parties. When you follow a link to a non-NADEX website, you will be notified that you are leaving the NADEX website and that the website you are about to visit is not endorsed by NADEX. These other websites are not within NADEX's control, and NADEX does not guarantee the accuracy or completeness of any information on these websites.

Be aware that the privacy protection provided to you on the NADEX website does not extend to any other website. Once you link to another site, you are subject to the policies of that site.

## **NOTICE OF FINANCIAL INCENTIVE**

NADEX may, from time to time, offer you certain promotions, rewards, and discount programs ("Promotions") that may be considered financial incentives programs under the CCPA. Eligible members may receive a bonus or discounted fees for fulfilling the requirements of Promotions, the details of which will be provided at the time you sign up for the Promotions, or otherwise enter the Promotions, if you are eligible. Participation in our Promotions is voluntary, and requires your prior opt in consent, which may include accessing the NADEX website, including the application, Promotion entry page, and trading platform, via a designated link specific to a particular Promotion. If you elect to participate, you may do so by performing certain voluntary interactions with us, our website, your NADEX account, or the NADEX trading platform, as detailed in the Promotions' Terms and Conditions. While we will not discriminate against you for exercising your rights under CCPA, if you request deletion of your data and have not met the Promotions requirements to be entitled to compensation, any accumulated rewards will be deleted and you may not have access to continued bonuses, discounts and benefits of membership. You may cancel membership at any time, subject to the terms and conditions of the Membership Agreement.

NADEX requires minimal personal information in order to provide the benefits of the Promotions to eligible participants, including the following categories of personal information: Identifiers, Customer Records Information, Commercial Information, and Identification Verification Documentation. NADEX uses the personal information of eligible participants to provide the benefits and to further our business in accordance with our Privacy Policy. The value NADEX receives from our Promotions (and its incidental collection of consumer personal information) includes the profits generated by, and the consumer good will and consumer relationship established through, the offering of the NADEX Promotions, and taking into account the costs to NADEX to provide and maintain our Promotions.

If you elect to participate in a NADEX Promotion, you may find out more about the specific terms of your participation by requesting this information from us at [compliance@nadex.com](mailto:compliance@nadex.com).

**WHAT IF THERE ARE MATERIAL CHANGES MADE TO THIS PRIVACY POLICY?**

If at any time in the future material changes are made to this Privacy Policy, we will notify you by email to the email address specified in your account and/or through a notice on our website's home page.

**WHAT IF I HAVE A QUESTION OR COMPLAINT?**

Should you have any questions or concerns about the NADEX Privacy Policy, or wish to make a complaint, please email us at [compliance@nadex.com](mailto:compliance@nadex.com).

**WHAT IS THE EFFECTIVE DATE OF THE NADEX PRIVACY POLICY?**

This Privacy Policy was amended as of June 8, 2026.

## 4. E-Signature Act

Under the federal E-SIGN Act, before we accept your Membership Application electronically we must provide you with certain disclosures, and you must affirmatively consent and not withdraw your consent to (a) such disclosures, in order to submit this Membership Application and the information contained therein by electronic transmission, and (b) the retention of the information contained in this submission by North American Derivatives Exchange, Inc. ("NADEX") as an electronic record of your Application.

By electronically signing the NADEX Membership Application and related documents which comprise the Membership Application including, but not limited to, the NADEX Rules, Membership Agreement, NADEX Risk Disclosure Statement, Terms of Use, Privacy Policy and all documents incorporated by reference, you acknowledge receipt of such Membership Application as part of our electronic membership package and you agree to be bound by their terms and conditions. In addition, by electronically signing the Membership Application, you consent to receiving electronic records of your transactions and account information, and NADEX maintaining electronic records of your transactions and account information. As such, you must update your account e-mail address within 24 hours after any change in order to enable NADEX to contact you electronically regarding your transactions and account.

You may withdraw your consent to such electronic records by notifying us in writing or by e-mail to [customerservice@nadex.com](mailto:customerservice@nadex.com). However, if you withdraw your consent to receive such records electronically, you will no longer be able to maintain your membership with NADEX.

There are no special hardware or software requirements for access to or retention of your electronic records at this time other than having access to the Internet, and registering for your unique and secure user name and password (to print copies of the records, you may need a program to read documents in "PDF" format). Should any technological change or upgrade be made that will affect your ability to access your records and accounts, we will notify you and remind you of your right to withdraw your consent to receive electronic records.

You have the right to request an application for membership be provided to you on paper or non-electronic form.

You will have the opportunity to print a copy of this Membership Agreement after you have clicked "Submit Application". You may also request a paper copy of this electronic record by contacting [customerservice@nadex.com](mailto:customerservice@nadex.com).

# 5. RISK DISCLOSURE STATEMENT

**THE RISK OF LOSS IN TRADING INSTRUMENTS ON THE NORTH AMERICAN DERIVATIVES EXCHANGE, INC. ("NADEX") CAN BE SUBSTANTIAL. YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. YOU SHOULD BE AWARE OF ALL THE POINTS CONTAINED WITHIN THIS RISK DISCLOSURE STATEMENT.**

NADEX has attempted to write this risk disclosure statement in plain English so that you have a good understanding of the risks of trading on NADEX's Internet-based, direct access, derivatives trading system and the risks in trading the instruments offered on NADEX. However, no matter how plain this statement is, it and the other information provided by NADEX in its Rules, Membership Agreement and Terms of Use cannot disclose all potential risks and considerations related to derivatives trading. Therefore, you should only trade on NADEX if you understand the nature of the transactions you are entering into and your exposure to risk. Trading in derivatives is simply not appropriate for many members of the public, and you should carefully consider whether trading derivatives is appropriate for you given your experience, objectives, financial resources, and other relevant circumstances.

There are numerous risks associated not only with the derivatives contracts traded through NADEX but also with the trading system itself. Moreover, because NADEX allows direct participation by you, you must ensure that you carefully read and understand this Risk Disclosure Statement, the description of NADEX Instruments (the "Instruments") you may trade-including when a particular Instrument expires and how NADEX determines which Instruments will be "in-the-money" at Expiration-and all other NADEX rules.

## **INHERENT RISKS IN TRADING THE INSTRUMENTS OFFERED ON NADEX**

The Instruments traded on NADEX have a high degree of risk. Currently, there are two types of Instrument that trade on NADEX.

1) The first type of Instrument is similar to a cash-settled binary European- style call option contract and is referred to as a Binary contract. Such Instruments offered through NADEX are comprised of one contract that has a defined Payout Criterion covering all possible outcomes dependent upon whether you enter into a long or short position in such Binary contract. This means that if you purchase and hold a long position in a Binary contract at Expiration, and the Expiration Value is not within the Payout Criterion for the long position you have chosen to hold, that contract will expire worthless. Similarly, if you hold a short position in a Binary contract at Expiration, and the Expiration Value is within the Payout Criteria, you will lose all of your original investment.

2) The second type of Instrument is a Variable Payout Contract. Variable Payout Contracts include Call Spreads, which have a fixed Expiration, and Touch Brackets, which have a conditional Expiration. Such Instruments offered through NADEX are comprised of one contract that has a value varying between an upper and lower range which defines the Payout Criterion. This means that if you hold a long position in a Variable contract at Expiration, and the Expiration Value is not within the Payout Criterion for the position that you have chosen to hold, you may lose all of your original investment. Similarly, if you hold a short position (which has a value that moves inversely to a long position) in a Variable contract at Expiration, and the Expiration Value is not within the Payout Criterion for the position that you have chosen to hold, you may lose all of your original investment.

**REMEMBER: YOU MAY SUSTAIN A TOTAL LOSS OF THE FUNDS USED TO ESTABLISH A POSITION IN THE NADEX MARKET.**

The unique nature of NADEX Instruments may be confusing to many investors who are familiar with more traditional derivatives contracts. Risks associated with the unique nature of the NADEX Market include a

potential lack of liquidity for NADEX Instruments. Other derivatives markets have professional traders who ensure that there are always competitive offers to buy and sell Contracts. NADEX may not have such liquidity providers for some or all of its instruments. Therefore, there is a possibility that you could hold a position in an Instrument from NADEX and be unable to liquidate your position in the Instrument or the portion of the position that you no longer want to hold in the time frame you wish to liquidate it. Additionally, there is a chance that no one will offer to sell you or bid to buy from you an Instrument you want to take a position in or to liquidate due to current market conditions or otherwise. Lack of liquidity in the market could also preclude you from selling large blocks of Instruments at once. If NADEX lacks liquidity in the Instruments you want to trade for any reason, you may be unable to trade at your desired time or price. If that occurs, you may be forced to hold them until they expire, possibly preventing you from hedging the risk to which you are exposed.

A further risk of trading in NADEX Instruments is the risk of a material change in the nature of the Underlying. For instance, you could purchase Instruments on the Nonfarm Payrolls to be published by the Bureau of Labor Statistic at a particular time in the future, but in the interim, the government could change the way the Nonfarm Payrolls is determined or cease publishing that index.

In the event of a material change in the nature of any of the Underlyings, or if any of the Underlyings cease to exist, NADEX may adjust the relevant Instruments or the payments to be received under those Instruments based on its best judgment, and its decision shall be final. The decision reached by NADEX could be different than you anticipated when you took a position in the affected Instrument, and as a result, you could suffer significant losses.

Another risk inherent to trading NADEX Instruments is that the Instrument may not settle as expected. For example, the information related to the Payout Criterion may be changed in accordance with the NADEX Rules, the anticipated result may not occur on schedule, or the results of the occurrence may be ambiguous in the way NADEX initially defined the Payout Criterion.

A further risk inherent to trading NADEX Instruments involves NADEX not halting the market in accordance with the underlying market. The specific movements of any underlying market cannot be predicted with exact precision. For example, you could purchase an instrument based on gasoline prices at the pump (“Gasoline”). Prior to expiration of your instrument, the price of Gasoline could be affected by a loss of refinery capacity due to an accident or other incident or for various other reasons unforeseeable to NADEX. However, NADEX may choose not to halt the trading of the Instrument in contrast to the underlying market. This may affect the way the value of your Instrument is calculated and settled.

## **RISKS INHERENT IN ELECTRONIC TRADING**

Electronic trading involves many interrelated systems, including hardware, software, telephony, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect your ability to trade. If you have spent any time at all on the Internet, you may have experienced problems with computer crashes, failure of your Internet service provider’s access system, site crashes, and many other problems. Therefore, please realize that during any time which you cannot access NADEX for whatever reason, you will not be able to enter, cancel, or modify orders. Additionally, although NADEX and its systems provider(s) have taken precautions, such as redundant systems, to prevent such an occurrence, if the NADEX system suffers a catastrophic failure, there is a chance your orders and their priority in the order queue could be lost. NADEX is not responsible or liable for any effect on your ability to trade caused by any malfunction of the Internet, computing systems, or their related components.

## **THIRD PARTY SERVICE PROVIDERS**

NADEX will provide you with information from Third Party Service Providers (“TPSP”) that relates to the instruments traded on NADEX. Such information includes, but is not limited to, website links, quotes, pricing feeds, and any other information provided on the NADEX website (collectively the “Service”). Even though

NADEX is providing the Service to you via its website, NADEX does not endorse, warrant, or guarantee the accuracy or reliability of the information provided by the Service.

NADEX is a designated contract market and registered derivatives clearing organization under the Commodity Exchange Act, as amended, and the regulations of the Commodity Futures Trading Commission. As such, NADEX is a self-regulatory organization, largely responsible for regulating its own activities, including the operation of its market, its Contracts, its sales practices (including promotional material), and its method of managing and protecting your funds and the funds of other members.

THIS BRIEF STATEMENT CANNOT OF COURSE DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE NADEX MARKET.