Model G05a

Subscription of OMIP Server

1. **Identification**

|  |
| --- |
| Company: Address: |
| VAT Number: Invoice Contacts: |

1. **Users:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of User** | **Telephone** | **Address** | **E-mail** | **Username (1)** |
|  |  |  |  |  |

1. Character limit: from 3 to 8

**Instructions:**

Sign and send by Fax/Email. OMIP will invoice the rest of the year (proportional).

Money transfers: IBAN: PT50003500820000759873034. SWIFT Code: CGDIPTPL.

**OMIP FTP Server License**

**Terms of use**

**Scope of the FTP Server License**

Subject to the payment of the respective fee, OMIP grants to the Client a personal, non transferable, non-assignable, non exclusive FTP Server License, for the purpose of the access (via internet) to the information related to the OMIP Derivatives Market:

**License validity**

The FTP Server License is valid from the date of the concession of the password related with the license until the end of the corresponding year. The FTP Server License can be renewed by the payment of renewal fee in accordance to the Payments Conditions.

**Fees and Payment Conditions**

The OMIP FTP Server License fees and payment conditions are defined by the Price List approved by OMIP and published in the OMIP website ([www.omip.eu](http://www.omip.eu)). In case of license termination, there is no place for reimbursement of already charged fees.

**Warranties**

Given the nature of the FTP Server information, OMIP makes every effort to ensure the information available is accurate, complete and up-to-date. However, OMIP accepts no responsibility for eventual errors, mistakes or omissions relative to the information included on the FTP Server, nor the eventual consequences from their use.

The Client shall be fully aware that he takes full responsibility for the use of the information available.

The Client assumes the obligation to take all the measures deemed necessary for the protection of the OMIP’s rights related with the FTP Server.

The Client declares to have full knowledge, and accepts expressly, and without reserve, that OMIP is not responsible for any damage suffered by him, within the use of the FTP Server License resulting from technical failures, electricity failures, damage caused by fire or water or any other events out of the OMIP’s control.

**Intellectual Property**

All information available in the FTP Server is the intellectual property of OMIP except when referred to otherwise.

**Breach of the Viewer license obligations**

The FTP Server License can be terminated immediately by notice in writing by either party if the other is in breach of any obligations established under this license and such breach is incapable of being remedied.

**Law and forum**

The FTP Server License is ruled by Portuguese law and for the resolution of any litigation regarding the validity, interpretation or application of this FTP Server License OMIP and the Client renounce to any other forum that might be competent and agree to submit it to the Civil Court of Lisbon.

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_ /\_\_\_\_\_\_ /\_\_\_\_\_\_