

OPRA Non-Professional Subscriber Agreement



Contact Information:

Log in and go to Client Services >
Message Center to contact us

Mailing Address:
PO Box 2760, Omaha, NE 68103-2760

Important notice: This subscriber agreement (this “Agreement”) is an agreement between you and TD Ameritrade, Inc. for you to receive information published by the options price reporting authority, LLC (“OPRA”). Please read this agreement carefully. If you do not agree to these terms and conditions, you will be unable to receive the information.

This Agreement uses several special terms.

By clicking on the “I agree” button at the end of this Agreement, you are applying to receive from TD Ameritrade, Inc. (“TD Ameritrade”) a market data service (the “Service”) providing access to current options last sale and quotation information and related information (“OPRA Data”) published by OPRA, and you further agree as follows:

1. You will receive OPRA Data solely for your own use in connection with your personal investment activities and the personal investment activities of your immediate family members.
2. You will not resend or otherwise give OPRA Data to any other person.
3. OPRA Data is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered (the “Participant”).
4. The terms and conditions of this Agreement may be modified by OPRA at any time upon notice to you.
5. This Agreement may be terminated by you or TD Ameritrade upon 30 days notice for any reason. TD Ameritrade may terminate this Agreement immediately if TD Ameritrade or OPRA determines that you are not in compliance with the Agreement.
6. **Disclaimer of Liability -- Neither TD Ameritrade, OPRA, OPRA’s Processor, nor any OPRA participant guarantees the timelines, sequence, accuracy, or completeness of any of the OPRA data supplied to you hereunder and neither TD Ameritrade, OPRA, OPRA’s processor, nor any OPRA participant shall be liable in any way, to you or to any other person, for any loss, damages, cost, or expense which may arise from any failure of performance by TD Ameritrade, OPRA, OPRA’s processor, or any OPRA participant, or from any delays, inaccuracies, errors in, or omissions of, any of the OPRA data or in the transmission or delivery thereof, whether or not due to any negligent act or omission on the part of TD Ameritrade, OPRA, OPRA’s processor, or any OPRA participant. In no event shall TD Ameritrade, OPRA, OPRA’s processor, or any participant be liable for any incidental, special, indirect, or consequential damages, including but not limited to lost profits, trading losses, or damages resulting from inconvenience or loss of use of the service.**
7. You represent to TD Ameritrade that you are not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing, nor are you employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity. You also agree to notify TD Ameritrade promptly if your circumstances change such that any of the statements in this section of the Agreement would no longer be true for you.
8. In addition to TD Ameritrade, this Agreement is for the express benefit of OPRA, the central processor that OPRA has chosen to process all information provided, and each Participant.

Investment Products: Not FDIC Insured • No Bank Guarantee • May Lose Value

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