

# MOBILE SERVICES AGREEMENT

**Effective Date: 11 April 2013**

**LLMAX**<sup>TM</sup>  
EXCHANGE

# LMAX Mobile Services Agreement

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We provide password protected software applications from which you can access your Account with LMAX using a mobile device (our "Mobile Services"). Our Mobile Services are separate to our Website and our online Trading Platform. The Mobile Services are provided for specific mobile devices that we have selected to support (our "Supported Mobile Devices").

By accessing and logging into our Mobile Services, you agree to be bound by the terms and conditions of this agreement (the "Mobile Services Agreement"), together with all other documents that collectively form our agreement with you (collectively, the "Agreement"), including the:

- Customer Agreement
- Instrument Information Schedules
- Risk Warning Notice
- Trading Manual
- Order Execution Policy
- Instrument Information
- Any further or separate arrangements that may apply to your Account as published on our Website

For the avoidance of doubt, this Mobile Services Agreement will apply exclusively to your use of the Mobile Services and not to the general trading services offered by LMAX in accordance with the provisions of the remaining contractual documents listed above. Unless separately defined in the Mobile Services Agreement, words and expressions capitalised in the Mobile Services Agreement shall have the meanings given to them in the Customer Agreement. If there is any inconsistency between the provisions of the Mobile Services Agreement and the provisions of the Customer Agreement, insofar as it relates exclusively to your use of our Mobile Services, the Mobile Services Agreement will prevail. In all other circumstances, the Customer Agreement will prevail.

YOU SHOULD NOTE THAT WE DO NOT AT PRESENT SUPPORT ANY CUSTOMER ACCESS TO OUR WEBSITE OR OUR ONLINE TRADING PLATFORM THROUGH ANY MOBILE DEVICE, INCLUDING BUT NOT LIMITED TO OUR SUPPORTED MOBILE DEVICES, OTHER THAN USING THE MOBILE SERVICES. IF YOU DO ACCESS OUR WEBSITE OR OUR ONLINE TRADING PLATFORM USING A MOBILE DEVICE THROUGH ANYTHING OTHER THAN THE MOBILE SERVICES, YOU DO SO AT YOUR OWN RISK AND WE DO NOT OFFER ANY WARRANTY OR GUARANTEE THAT SUCH ACCESS WILL BE ERROR FREE OR OPERATE AS EXPECTED.

## 1. USE AND CONTENT

To use our Mobile Services you must have an open Account with us and gain access to the relevant software application using the instructions on our Website. You will need to use the Username and Password specified during the completion of your Application Form to access our Mobile Services. If you need a reminder of your Username and/or Password, please contact our Helpdesk.

Our Mobile Services may offer limited functionality and information compared to our Website or online Trading Platform. You should not rely on our Mobile Services as a means of fulfilling your obligations under your Agreement with us. The functionality of and information on our Mobile Services are subject to change by us without notice.

Our Mobile Services are available only through our Supported Mobile Devices. Currently the Supported Mobile Devices are iPhone and Blackberry devices. The full list of our Supported Mobile Devices, will be available on our Website shortly.

## **2. YOUR RESPONSIBILITIES**

Our Mobile Services are not directed at or intended to be used by any residents of the United States or any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is your responsibility to ensure that you comply with any local law or regulation to which you are subject.

You agree that you will not use our Mobile Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity.

You will not do anything that may cause damage to our Mobile Services or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data or to penetrate or attempt to penetrate our Mobile Services' security measures.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into our Mobile Service or any mobile device that is used to access or use our Mobile Services.

You acknowledge and agree that the Mobile Services are provided by us on an "as is" and "as available" basis without any representations or warranties (whether express or implied), to the extent permitted by law, as to the compatibility, security and accuracy of the Mobile Services. Any material downloaded or otherwise obtained through the use of the Mobile Services is done at your own discretion and risk.

## **3. THIRD PARTIES**

Where our Mobile Service are provided to you by a distributor or other third party, your subscription and use of those services may be subject to a separate third party agreement. If this is the case you will remain bound by the Mobile Services Agreement and in the event of a conflict, the Mobile Service Agreement will take precedence.

## **4. SECURITY**

You will be responsible for keeping your Username and Password confidential at all times and taking all reasonable steps to prevent fraudulent use of this information. Any access using your Username and Password or other Security Information will be deemed to have been done by you. You authorise us to rely on and act on, and treat as fully authorised and binding upon you, any instruction given to us that we believe to have been given by you.

If you suspect that this information has been obtained by any other person without your consent then you must notify us immediately. If you fail to do so, you will be liable for any unauthorised Orders and trades on the Account.

## **5. INDEMNITY AND LIABILITY**

The indemnity and liability provisions in this clause 5 apply exclusively to this Mobile Services Agreement and are separate from and in addition to the indemnity and liability provisions set out in the

Customer Agreement which apply to your overall Agreement with us. In case of any conflict between the indemnity and liability provisions in the Mobile Services Agreement and the Customer Agreement, to the extent that the provisions relate to the subject matter of the Mobile Services Agreement, the provisions in the Mobile Services Agreement will prevail. In all other circumstances of conflict, the provisions in the Customer Agreement will prevail.

We do not warrant that the operation of our Mobile Services will be uninterrupted or error free. Additionally we do not give any guarantee as to the accuracy, suitability, reliability, completeness, or performance of the Mobile Trading Service. Our Mobile Service may be adversely affected by factors such as the limitations of your Mobile Device, network performance and other technological or operational factors beyond our control and may, from time to time, fail to operate satisfactorily or at all. To the extent permitted by law, we will have no liability to you in relation to any loss or damage that you may suffer as a result of any delay or defect in or failure of the whole or any part of our Mobile Services, provided that the occurrence of the delay, defect or failure was beyond our reasonable control. If, as a result of any defect or failure of the Mobile Services which is beyond our control, our records of your trades are different to your records or recollections of your trading, the version of events supported by our records will prevail and your obligations to us, and our obligations to you, including the obligation to make any payments, will be calculated on the basis of our records.

In the event of a delay or defect in or failure of the whole or any part of our Mobile Services you should immediately notify us to report such delay, defect or failure.

We will have no liability to you in relation to any loss or damage that you may suffer which is caused by any computer viruses, worms, software bombs or similar items that are introduced into your Mobile Device during your use of our Mobile Services, provided that we have taken reasonable steps to prevent any such introduction. You should take all reasonable steps to ensure that no viruses, worms, software bombs or similar items are introduced into your Mobile Device.

We do not seek to exclude any liability for death or personal injury caused by our negligence or for any loss caused by our fraud.

## **6. PRIVACY**

Any personal data (as defined in the Data Protection Act 1998 (the "Act")) you supply to us pursuant to this Mobile Services Agreement will be processed in accordance with the Act and our Privacy Policy which is available on our Website.

## **7. SEVERABILITY**

If any provision of this Mobile Services Agreement is determined to be void or unenforceable, the remaining provisions shall remain valid and be given full force and effect.

## **8. VARIATIONS TO THIS AGREEMENT**

The version of this Mobile Services Agreement posted on our Website is the version that will be in force at any given time. We may amend any of the terms of this Mobile Services Agreement at any time. Any such amendment will be published on our Website and will normally be effective 3 Business Days or more after the date of publication, unless it is impracticable in the circumstances to do so, in which case an earlier effective date may apply. We will notify you of the amendment and the effective date of this change. We will not send you a paper copy of the amended terms unless you request us to do so. You must make sure that, before you use our Mobile Services following such amendment, you are happy for your use of our Mobile Services to be governed by the amended Mobile Services Agreement. If you do not wish to be governed by the amended Mobile Services Agreement, you must cease using the Mobile Services immediately.

## **9. COPYRIGHT**

All copyright, database rights, trademarks and other intellectual property rights used in the Mobile Services belongs to us or our licensors and should not be reproduced, adapted, distributed or transmitted in any form by any person without our prior written consent.

## **10. TERMINATION**

We have the right to suspend or terminate your access to or use of our Mobile Services and online Trading Platform if we determine, in our sole discretion, that you have in any way breached our Agreement with you.

We may terminate all or part of our Mobile Services at any time. We will not be liable to you or any other person if any or all of the Mobile Services are modified or terminated.

## **11. GOVERNING LAW AND JURISDICTION**

This Mobile Services Agreement shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that may arise from or in connection with this Mobile Services Agreement.

**Website:** [www.LMAX.com](http://www.LMAX.com)

**Email address:** [info@LMAX.com](mailto:info@LMAX.com)

**Telephone:** **+44 203 192 2555**

LMAX Limited operates a multilateral trading facility. LMAX Limited is authorised and regulated by the Financial Conduct Authority (firm registration number 509778) and is a company registered in England and Wales (number 6505809). Our registered address is Yellow Building, 1A Nicholas Road, London, W11 4AN.