



## Firsttrade Mobile Terms of Use

**These Mobile Terms of Use ("Agreement") are a binding legal contract between you (either an individual or a legal entity) and Firsttrade. By downloading, installing, accessing or using the accompanying software ("Firsttrade Mobile") you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Firsttrade is not willing to grant you any right to use or access the Firsttrade Mobile application. In that event, you may not download, install, access, use or copy the Firsttrade Mobile application.**

Firsttrade Mobile is made available for use by clients of Firsttrade under the following terms and conditions:

This Agreement is a contract between you and Firsttrade, as applicable. Your wireless carrier, the manufacturer and retailer of the mobile device on which you install the Firsttrade Mobile application, the developer of the operating system for your mobile device, and the operator of any application store or similar service through which you obtain the Firsttrade Mobile application (collectively, the "**Third Parties**") are not parties to this Agreement and they do not own and are not responsible for the Firsttrade Mobile application. The Third Parties are not providing any warranty for the Firsttrade Mobile application. They are not responsible for maintenance or other support services for it and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Firsttrade Mobile application for purposes of your Firsttrade account(s)

You acknowledge and agree that the Third Parties and their subsidiaries, are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of it, they will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

### License Grant

Firsttrade grants you a limited, non-exclusive, non-transferable, revocable, personal license to install and use of Firsttrade Mobile on your Mobile Device. You may not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on Firsttrade Mobile, or remove any proprietary notices or labels on Firsttrade Mobile. Title, ownership rights and intellectual property rights in and to Firsttrade Mobile shall remain with Firsttrade. You are solely responsible for all data electronically transmitted or the use of any data, information or services obtained through the use of Firsttrade Mobile.

This Agreement constitutes a license and a license only. You agree that you have not purchased a copy of Firsttrade Mobile, but rather are paying for a license to use Firsttrade Mobile and your adherence to all license terms shall be considered conditions precedent to your ability to continue to use and license Firsttrade Mobile. All copyright rights and other intellectual property rights are owned and remain solely owned and held by Firsttrade. You agree to use Firsttrade Mobile, and all related software provided to you by Firsttrade, solely to access and use the services of Firsttrade and agree not to modify, decompile, reverse engineer, or create derivative works of Firsttrade Mobile without the express written authorization of Firsttrade. Except as otherwise required by applicable law or regulation, Firsttrade, at any time in its sole discretion without prior notice, may (i) terminate your use and license of Firsttrade Mobile, (ii) expand, reduce or suspend the type and or dollar amounts of transactions allowed using Firsttrade Mobile, (iii) change the enrollment process and transaction limits associated with it, (iv) update, revise, or modify Firsttrade Mobile, or (v) discontinue support for Firsttrade Mobile.



### **Self-Directed Use Disclosure**

Your use of Firsttrade Mobile is for self-directed use only. The information provided through Firsttrade Mobile is for informational and educational purposes only, is not an investment recommendation, and should not be relied upon in making the decision to buy or sell a security or pursue a particular investment strategy.

### **Application Updates**

Firsttrade may require you to update your version of Firsttrade Mobile at any time. While every effort will be made to retain your personal settings and preferences, there is still the possibility that they may be lost.

### **Privacy/Security**

Use of Firsttrade Mobile involves the electronic transmission of data and information to and from your Mobile Device across wireless and other networks. You acknowledge and agree that Firsttrade does not operate or control the wireless and other networks used to access your account, and Firsttrade is not responsible or liable for the privacy and security of your wireless data and information transmissions. You agree that it is your sole responsibility to confirm the privacy and security practices of the networks you use and to only use a reputable wireless service provider or a secure (not open) Wi-Fi access point which is operated by a person or entity you have reason to trust.

You acknowledge and agree that it is your responsibility to maintain the security of your Mobile Device from unauthorized access. You further agree that in the event of any unauthorized access, or attempt to access your Mobile Device or your account, you shall immediately notify Firsttrade of any such access or attempt and cooperate with any investigation by Firsttrade into such access or attempt.

### **DISCLAIMER OF WARRANTIES**

FIRSTTRADE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR USE, WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT OF THE INFORMATION OR AGAINST INFRINGEMENT, AND ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF FIRSTTRADE MOBILE. FIRSTTRADE MOBILE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IS WITH YOU. PORTIONS OF FIRSTTRADE MOBILE ARE SUBJECT TO ADDITIONAL LIMITATIONS AND DISCLAIMERS AS SET FORTH BELOW.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL FIRSTTRADE, ITS AFFILIATES, OR ANY THIRD PARTY, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF FIRSTTRADE MOBILE, EVEN IF FIRSTTRADE, OR ANY THIRD PARTY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NEITHER FIRSTTRADE, ITS AFFILIATES, NOR ANY THIRD PARTY SHALL BE LIABLE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH ENTITY DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES AND STRIKES OR OTHER LABOR PROBLEMS. IN ANY CASE, THE ENTIRE LIABILITY OF FIRSTTRADE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND LICENSORS, FOR ANY DAMAGES FOR WHATEVER REASON AND UNDER WHATEVER THEORY OF LIABILITY, SHALL BE LIMITED TO TEN DOLLARS (\$10.00).

## MISCELLANEOUS

This Agreement represents the entire agreement between the parties regarding its subject matter and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral. Firsttrade may amend this Agreement from time to time, and you agree to be bound by future revisions. The revisions will take effect on the date of publication of the amended Agreement.

## RISKS ASSOCIATED WITH MOBILE TRADING

Due to the nature of mobile technology you should be aware of the following risks related to the Firsttrade Mobile application and mobile phone trading:

Firsttrade Mobile may not allow the same functionality, access to information and services which are available when not using a Mobile Device.

Due to the nature of Mobile Devices, we do not warrant that the operation of our Firsttrade Mobile application services will be uninterrupted or entirely error-free. For example, due to service connectivity or internet connection difficulties endemic with mobile applications the service may, from time to time, be subject to delay, error or failure, with results that include, but are not limited to, the following:

- an inability for you to place orders;
- the services delivering inaccurate information including price and/or quote information;
- delay in receipt of information by us from your Mobile Device or from us to your Mobile Device;
- a failure of your Mobile Device to receive any messages from us; or
- you erroneously believing that you have placed an order when our records show that we have not accepted an order from you.

You agree that you will not attempt to hold Firsttrade liable for any damages related to any of the above issues or any other related issues.

It is possible that a wireless connection or function may not be available when using the Firsttrade Mobile application or is interrupted, or that a feature can be disabled, when attempting to conduct a financial transaction. Should this happen, review your transaction status to verify the status of the attempted transaction when you return to an area with wireless coverage or have access to a computer, or contact a Firsttrade representative by telephone.