



## Fenics FX, a division of BGC Partners, Inc. Legal Statement

This Legal Statement was last updated on October 10, 2019.

### **YOU SHOULD READ THIS LEGAL STATEMENT AND THE [PRIVACY STATEMENT](#) BEFORE USING THIS WEBSITE.**

By continuing to access and/or use this website, you (which term, as used herein, includes you personally and, if you are using this website on behalf of the company or organization on whose behalf BGC Partners, Inc. grants you access, such company or organization) expressly acknowledge and agree to the terms and conditions set forth in this Legal Statement and/or the [Privacy Statement](#). BGC Partners reserves the right to modify this Legal Statement and the [Privacy Statement](#) at any time upon posting to this website, so you should review the terms and conditions of this Legal Statement and the [Privacy Statement](#) whenever accessing and/or using this website. By accessing and/or using this website after the posting of modifications to the terms and conditions set forth in this Legal Statement and/or the [Privacy Statement](#), you signify your acceptance of such terms and conditions, as modified. You may not access or use this website if, at any time, you do not wish to accept the terms and conditions as set forth in this Legal Statement and the [Privacy Statement](#).

This website, and any and all content, information, documentation, data and materials made available on this website, including, without limitation, images, text and audio (the "Content"), as well as all any and all intellectual property rights in and to any of the foregoing (collectively, the "Intellectual Property Rights") are and shall at all times remain the sole and exclusive property of BGC Partners, Inc. and/or its affiliates (and/or its or its affiliates' licensors) (collectively, "BGC Partners") and are protected by applicable copyright, patent, trademark and other intellectual property laws. All other trademarks, if any, on this website are the property of their respective owners. You are entitled to view, copy and print any documents from this website but only for your personal purposes, or, if you are using this website on behalf of the company or organization on whose behalf BGC Partners grants you access, such company's or organization's internal business purposes. You shall not remove any copyright, trademark or other notices or disclaimers contained in this website and/or the Content. You acquire absolutely no rights or licenses in or to this website, the Content or the Intellectual Property Rights other than the limited right to access and use this website as expressly permitted by this Legal Statement and in

---

#### **FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.

compliance with applicable laws, rules, regulations and BGC Partners's instructions from time to time. Any sale, transmission or redistribution of this website, the Content or the Intellectual Property Rights, and any copying, modification or other use of this website, the Content or the Intellectual Property Rights for any purposes other than your personal purposes, or, if you are using this website on behalf of the company or organization on whose behalf BGC Partners grants you access, such company's or organization's internal business purposes, are strictly prohibited. Except as specifically permitted by the terms of this Legal Statement, you shall not use this website, the Content or the Intellectual Property Rights, or any derivations of any of the foregoing, for any purposes whatsoever, without BGC Partners's prior written approval. You agree to protect the proprietary rights of BGC Partners and all others having rights in this website, any of the Content and/or any of the Intellectual Property Rights and to comply with all reasonable written or electronic requests made by BGC Partners or its suppliers of content or services or otherwise (collectively, "Suppliers") to protect their and others' contractual, statutory and common law rights in this website, the Content and/or the Intellectual Property Rights. You agree to provide BGC Partners with prompt written notice of any unauthorized access and/or use of this website, any of the Content and/or any of the Intellectual Property Rights by any party or of any claim that this website, any of the Content and/or any of the Intellectual Property Rights infringes upon any intellectual property rights or other contractual, statutory or common law rights.

In connection with your use of and/or access to this website, BGC Partners from time to time may provide you with usernames, passwords and/or other unique identifiers ("User Codes"). You are responsible for the security and confidentiality of the User Codes and agree not to disclose them to any third party, including, if you are accessing this website on behalf of any company or organization, any other employee in such company or organization. You are responsible for any and all information provided, and any and all acts and/or omissions that occur, while User Codes are being used, in each case, whether by you or a third party. BGC Partners Parties (as defined below) are not responsible for any breach of security caused by your failure to maintain the confidentiality and security of any of the User Codes. You agree to notify BGC Partners immediately in the event of loss, theft or disclosure of any or all of the User Codes, if you believe the confidentiality or security of any or all of the User Codes has been compromised in any way, or in the event of your learning about a possible or actual unauthorized access to and/or use of this website. You are limited to one User Code. Duplicate User Codes may be revoked. BGC Partners reserves the right to revoke or modify the User Codes at any time with or without prior notice.

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.



This website is made available solely for information purposes and, with the exception of this Legal Statement or as otherwise indicated, is not intended to, and shall not, constitute any offer or acceptance with the respect to any transactions or other matters. Except for this Legal Statement, this website shall not create any legal relationship between you and BGC Partners.

This website and the Content are subject to change at any time by BGC Partners without notice and BGC Partners reserves the right to suspend, terminate or restrict your access to and/or use of this website and/or Content. THIS WEBSITE AND THE CONTENT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF THE THIS WEBSITE AND/OR THE CONTENT, OR IN RESPECT OF ANY MATERIALS OR PRODUCTS REFERRED TO ON THIS WEBSITE , OR NON-INFRINGEMENT. DIFFICULTIES IN ACCESS TO AND/OR USE OF THIS WEBSITE COULD INVOLVE, AMONG OTHERS, FAILURES, DELAYS, MALFUNCTION, SOFTWARE EROSION, INADVERTENT DISCLOSURE OF INFORMATION PROVIDED TO BGC PARTNERS VIA THIS WEBSITE, OR HARDWARE DAMAGE, WHICH DIFFICULTIES COULD BE THE RESULT OF HARDWARE, SOFTWARE OR COMMUNICATION LINK INADEQUACIES OR OTHER CAUSES. SUCH DIFFICULTIES COULD LEAD TO POSSIBLE ECONOMIC AND/OR DATA LOSS. BGC PARTNERS DOES NOT WARRANT THAT THIS WEBSITE IS COMPATIBLE WITH YOUR EQUIPMENT OR THAT THIS WEBSITE IS FREE OF ERRORS, VIRUSES OR WORMS. IN NO EVENT SHALL BGC PARTNERS PARTIES BE LIABLE FOR ANY DAMAGE YOU MAY SUFFER AS A RESULT OF SUCH DIFFICULTIES. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

BGC Partners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, “BGC Partners Parties”) shall, to the extent permitted by law, have no liability, contingent or otherwise, whether caused by the negligence of any BGC Partners Parties, their subcontractors or Suppliers, or otherwise, to you or to any third parties for the accuracy, timeliness, completeness, reliability, performance or continued availability of this website or the Content or for delays or omissions in any of the foregoing, including, but not limited to, inaccuracies or errors in or omissions from quotes, documentation and/or financial data. BGC Partners Parties shall have no responsibility to maintain this website and/or the Content or to supply any corrections or updates in connection with this website and/or the Content. IN NO EVENT WILL BGC PARTNERS PARTIES, THEIR SUBCONTRACTORS

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.



OR SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL OR REPUTATION OR WASTED MANAGEMENT TIME) WHICH MAY BE INCURRED OR EXPERIENCED ON ACCOUNT OF YOUR ACCESSING, USING AND/OR RELYING ON THIS WEBSITE OR ANY CONTENT OR LINKS ON THIS WEBSITE, EVEN IF BGC PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any limitations or restrictions on liability in this Legal Statement shall only apply to the extent permitted by applicable law.

In no event shall BGC Partners Parties' total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise, including but not limited to, negligence) exceed the amount paid by you to BGC Partners, if any, for accessing this website.

Nothing set forth in this website should be construed as a recommendation to purchase or sell any product or instrument or to enter into any transaction, or as a representation that any particular product or instrument is suitable or appropriate for you. Many of the products described in this website involve significant risks and you should not enter into any transactions unless you fully understand all of these risks and have independently determined that the risks are acceptable to you and that the transactions are appropriate for you in light of your objectives, experience, financial and operational resources and other relevant circumstances. Any discussion of risks contained in this website, however, should not be considered to be a disclosure of the risks of particular transactions, or a complete discussion of the risks which are mentioned.

You should not construe any of the Content as business, financial, investment, hedging, trading, legal, regulatory, tax or accounting advice and you should not make this website the primary basis for any trading decisions. In providing this website and the Content and entering into any transactions in the products described in this website, BGC Partners is acting solely in the capacity of an arm's length contractual counterparty and not as a financial advisor or a fiduciary. Under no circumstances should BGC Partners be considered your advisor or fiduciary and, if you require advice with respect to the products identified in this website or any contemplated transactions, you should consult your own business, financial, accounting or legal advisors.

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.

This website may provide links to certain websites sponsored, owned, operated and/or maintained by BGC Partners as well as those sponsored, owned, operated and/or maintained by third parties. BGC Partners is providing access to such websites through this website solely as a convenience to you. The content, data, information, services, goods or advertisements of such third party websites that may be linked to this website are not sponsored, owned, operated, maintained or controlled by BGC Partners, and BGC Partners makes no representations or warranties concerning the content, data, information, services, goods or advertisements of such websites, and the fact that access to such websites is provided does not constitute any endorsement, authorization or sponsorship of such websites or their sponsors, owners and/or operators by BGC Partners. Moreover, BGC Partners is in no way responsible for the availability, content or accuracy of other websites, services or goods that may be linked to, or advertised on, this website and does not make any warranty, express or implied, with respect to the use of the links provided on, or to, this website or guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked on, or to, this website. You understand and agree that you will access and use such websites, and rely on the content, services, goods or advertisements of such websites, solely at your own risk and that BGC Partners does not grant to you any rights in respect of such websites.

In the course of your access to and/or use of this website, you may provide, or BGC Partners may otherwise obtain, information about you and/or your business activities. By using this website, you expressly consent to BGC Partners (1) using this information to assess the function and performance of this website, to assess the needs of its customers, to market BGC Partners's products and/or services and for the other purposes set out in this paragraph, and (2) transferring this information to BGC Partners affiliates throughout the world for the purposes specified in (1) above. Any information which you provide or which BGC Partners otherwise obtains may be used by BGC Partners for any and all business purposes, provided however that personally identifiable information will be used (and shared) as described in the [Privacy Statement](#). In the event that information is submitted through your access to this website erroneously, or you later determine that information should not have been submitted, for any reason, you accept full financial responsibility for such entry.

You agree, at your own expense, to indemnify, defend and hold harmless BGC Partners Parties, their subcontractors and their Suppliers, from and against any and all claims, actions, proceedings, obligations, penalties, losses, liabilities, damages, costs and expenses (including reasonable legal and

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.

other professional fees and costs) directly or indirectly arising out of or related to your access to and/or use of this website and/or the Content, or, in the event that you are provided with User Codes, any access to and/or use of this website and/or the Content under the User Codes, including, but not limited to: (i) a claim that any use of this website and/or the Content by you or under the User Codes infringes any intellectual property or other proprietary rights of any third party, is libelous or defamatory, or otherwise results in injury or damage to any third party; (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, this website and/or the Content by you or under the User Codes; (iii) any misrepresentation or breach of representation or warranty made by you contained herein; or (iv) any breach of any covenant or agreement to be performed by you hereunder.

BGC Partners may, in its sole discretion, seek your consent to the terms and conditions of this Legal Statement by means of an electronic signature by requesting you to affirmatively check the box indicating your acceptance to this Legal Statement, affirmatively “click” on boxes containing the words “I Accept,” “I Agree” or other similar phrases (collectively, “Acceptance Terms”). If you “click” on the Acceptance Terms, your “click” will be deemed a legally binding electronic signature. You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature. By electronically indicating your agreement to this Legal Statement or accessing this website or using any of the Content after you have had an opportunity to review this Legal Statement, you acknowledge and agree: (i) that you and, where applicable, the company or organization on whose behalf BGC Partners grants you access to this website intend to form a legally binding contract between you and BGC Partners; (ii) that you have read and agree to the terms and conditions of this Legal Statement; (iii) that you agree and intend that this Legal Statement to be the legal equivalent of signed, written contracts, and equally binding; (iv) that by electronically agreeing to this Legal Statement, you acknowledge that you have received a copy of this Legal Statement by your viewing a web page containing a hyperlink to the web page where this Legal Statement is displayed or otherwise; and (v) that if you are executing this Legal Statement on behalf of others, you hereby certify that you are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others.

The terms of this Legal Statement represent the complete and exclusive statement of the agreement and understanding between you and BGC Partners regarding your rights to access and/or use this website and/or the Content, and supersede representations (whether written or oral), regarding such

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.

subject matter. Except as herein provided, no waiver, modification or amendment of any provision of this Legal Statement will be effective against BGC Partners unless the same is in writing and signed by one of BGC Partners's executive officers. Should any term or provision of this Legal Statement be deemed or held to be invalid or unenforceable, the remaining terms and provisions will continue in full force and effect. BGC Partners's failure to insist at any time upon strict compliance with any term of this Legal Statement, or any delay or failure on BGC Partners's part to exercise any power or right given to BGC Partners in this Legal Statement, or a continued course of such conduct on BGC Partners's part will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other future exercise. All rights and remedies given to BGC Partners in this Legal Statement and other terms and conditions that are subject to this Legal Statement are cumulative and not exclusive of any other rights or remedies which BGC Partners otherwise has at law or equity. This Legal Statement will be binding upon you and your executors, heirs, successors and assigns. As used in this Legal Statement, the term "affiliate" shall mean "any entity, existing from time to time, which directly or indirectly controls, is controlled by, or is under common control with a party" and the term "including" shall mean "including, without limitation". You may not assign or delegate rights, duties or obligations under this Legal Statement without BGC Partners's prior written consent. This Legal Statement is in addition to, and does not nullify, any other agreement between you and BGC Partners governing the conduct of your relationship with BGC Partners.

The terms of this Legal Statement shall be governed by and construed by the laws of the State of New York applicable to contracts made and to be fully performed in such State without reference to principles of conflict of laws and any action brought in relation to this Legal Statement shall be brought in a Federal or State court in New York County, New York State. You hereby irrevocably consent to the jurisdiction of such courts, and hereby waive any claim or defense that such forum is not convenient or proper. Furthermore, you hereby consent to service of process by any means authorized by New York law (other than by publication). You hereby waive any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Legal Statement or otherwise relating to the relationship of the parties, whether in contract, tort or otherwise.

BGC Partners does not intend the Content to be distributed to, or used by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law, rule or regulation or which would subject BGC Partners to any registration requirement within such jurisdiction or country.

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.



Neither the information, nor any opinion contained in this website constitutes a solicitation or offer by BGC Partners to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service.

Although some of the content, information or data made available to you on this website is obtained and/or compiled from sources BGC Partners believes to be reliable, BGC Partners cannot and does not guarantee the accuracy, validity, timeliness or completeness of any such content, information or data made available to you on this website for any particular purpose. Neither BGC Partners Parties nor any of their subcontractors or Suppliers will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this website, or resulting from the act or omission of any other party involved in making this website or the Content available to you, or from any other cause relating to your access to, or inability to access, or use of, or inability to use this website or the Content, whether or not the circumstances giving rise to such cause may have been within the control of any BGC Partners Parties or of any of their subcontractors or Suppliers.

---

**FENICS FX**

Copyright © 2019 BGC Partners, Inc. All Rights Reserved.

Fenics, Fenics FX, the Fenics FX logo, BGC, GFI and LumeFX are trademarks/ service marks or registered trademarks/ service marks of BGC Partners, Inc. and/or its affiliates in the U.S. and other countries. Other names and trademarks appearing herein are the property of their respective owners.