

# Terms of Use of the SMS Notification Service

## Terms of Use

This Policy sets terms of use and governs the provision and use of the SMS notification service (hereinafter: Service). This Policy is unified policy for the investments firms providing services under the Admiral Markets trademark, belonging to the Admiral Markets Group AS consolidation group. The investment firms within the Admiral Markets Group consist of the following: Admiral Markets AS, Admiral Markets UK Ltd., Admiral Markets Cyprus Ltd and Admiral Markets PTY Ltd. (jointly referred to here as "Admiral Markets").

These Terms of Use supplement and amend the general terms and conditions of your Client Agreement with us with respect to the Service. In the event of any inconsistency between these Terms of Use and the general terms and conditions of the Client Agreement, these Terms of Use will apply, but only strictly in relation to the Service.

You should read these Terms of Use carefully as these will govern the provision and use of the Service. Should you have any queries concerning these Terms of Use, you should contact us by using the contact details in section 9 of this document.

By registering for the Service, you confirm that you have read, understood and accept these Terms of Use.

## 1. General

1.1 Świadczenie Usługi będzie polegało na wysłaniu do Klienta powiadomień w formie SMS (krótke wiadomości tekstowe), w tym informacji o otwartym rachunku(-ach) handlowym(-ych) Klienta (zwanym dalej powiadomieniami SMS), na zarejestrowany u nas numer telefonu komórkowego. Usługa jest zautomatyzowanym rozwiązaniem informatycznym zapewniającym klientom dodatkowy sposób otrzymywania informacji o rachunku za pośrednictwem wiadomości tekstowych SMS. Szczegóły dotyczące Usługi można uzyskać na stronie internetowej Admiral Markets [www.admiralmarkets.pl](http://www.admiralmarkets.pl) lub kontaktując się z nami za pomocą danych kontaktowych podanych w punkcie 9, albo w biurze Admiral Markets.

1.2 Any and all information supplied under this Service does not replace, change or supplement in any manner the information (including the information about transactions and deposits) we make available to you in accordance with the Client Agreement (including the information that is provided on the trading platform) and is only supplied for additional informative notification purposes. The information provided in SMS notifications is not complete and all-inclusive. In case of any discrepancies, the information available on the trading platform shall be deemed correct. The information provided under this Service does not hold any legal significance and shall not be relied upon when making trading decisions. We make no representation with respect to the accuracy or completeness of the information provided under the Service.

1.3 To be eligible for SMS notifications, you must have an Admiral Markets trading account. For further information about opening a trading account, please see the contact details in section 9. SMS notifications are only available if your account is rightfully authorized and properly working, you have registered your mobile phone number in order to use the Service and have accepted these Terms of Use.

1.4 We will only allow you to register one mobile phone number with us at any time. This will apply to all your trading accounts opened with us. If you are registered to receive SMS notifications about more than one account, you will be asked to use a reference of up to five characters to differentiate between the accounts.

1.5 The SMS notifications may be sent to a mobile phone registered with any international mobile network operator.

1.6 Upon registering for the Service, you confirm that the mobile phone number and any other information transmitted to us is valid, accurate and up to date. You are aware that we are unable to send SMS notifications to a fixed-line telephone, to a computer capable of receiving text or to any other device that does not support SMS notifications.

1.7 We will only send you each SMS notification once. If you delete the SMS notification from your mobile phone, we will not be able to send the same SMS notification again.

1.8 We will start sending SMS notifications within 48 hours as of the first registration for the Service.

1.9 You can ask us to temporarily suspend your SMS notifications at any time. You can do this online in your Trader's Room, by contacting us using the contact details in section 9 or by telephoning our Admiral Markets office. Suspension of Service will be applied to all of your accounts, except if the account to which the suspension is applied, is specified by you. SMS notifications will cease within 24 hours as of receiving your request for suspension. The Service will be reinstated within 48 hours as of receiving your request.

1.10 Powiadomienia SMS wysyłane podczas korzystania z Usługi nie będą zawierać Twoich danych osobowych (tj. imienia i nazwiska lub innych informacji, które pozwoliłyby osobom trzecim nieznanym Twojej Umowy i/lub danych rachunku handlowego na identyfikację na podstawie powiadomienia SMS).

## **2. Charging**

2.1 The Service is free of charge from our side. However, we may impose a charge on the Service at any time by sending you a notice at least 2 months prior to the charge becoming applicable. If you do not cancel the Service, you shall be liable to pay the charge in the same manner as any other amounts due are paid to us in accordance with the general terms and conditions of your Client Agreement with us.

2.2 Your mobile phone network provider may charge you for receiving text messages (including SMS notifications) and there may be additional carrier charges when receiving text messages overseas. Please contact your mobile phone network provider for more information. You are liable for any amounts charged to you by your mobile phone network provider.

## **3. Security**

3.1 If your mobile phone is lost or stolen, you must notify us as soon as reasonably practicable, and in any case within 24 hours of the loss or theft, by contacting us using the contact details in section 9.

3.2 You must notify us as soon as you change your mobile phone number by registering the new mobile phone number via the Admiral Markets website.

3.3 Be aware that we would never send you a text message asking you to provide any personal information. If you receive such a message, please do not take any action and contact us as soon as is reasonably practicable by using the contact details in section 9.

## **4. Liability**

4.1 Although we endeavour to keep the information provided under this Service accurate, up-to-date and reliable, the information does not have any legal significance and shall not be relied upon when making trading decisions. Therefore, we do not assume any liability arising from or in connection with this Service or the information provided under this Service, the information expected to be supplied under the Service, not supplied or supplied with a delay. We are not liable for, including, but not limited to, the following:

4.1.1 Any damage or loss you may suffer as a result of relying on the information provided by a SMS notification, or the absence of it;

4.1.2 Any damage or loss you may suffer as a result of fraudulent use of the Service, or as a result of your failure to comply with your obligations under these Terms of Use or the Client Agreement with us, or your negligence or wilful misconduct, or your failure to keep information safe for any reason;

4.1.3 Where repairs, updates and routine maintenance to our systems and those of our suppliers mean that we are unable to send text messages, including SMS notifications;

4.1.4 If you do not receive our SMS notifications for whatever reason, including due to heavy network usage, no network coverage, your phone being switched off; keeping your phone in airplane mode; your phone is out of service or you have insufficient space in your SMS "inbox".

4.2 You are responsible for making sure no one has access to confidential information on your mobile phone. If your mobile phone is lost or stolen, or if you change your number or network operator, it is your responsibility to ask us to cancel or suspend the Service. We will not be liable if your account information becomes known to someone because you do not notify us or if the registration information you gave us is incorrect. Once you have asked us to cancel or suspend the Service, we will cancel or suspend the Service as soon as practicable, however not later than within 24 hours as of receiving your request. We shall not be liable for any damage you may suffer as a result of the Service being provided

during the foregoing maximum time limit we have for cancelling/suspending the Service.

4.3 For the sake of clarity, you have hereby agreed that we shall not bear any liability in connection with the Service. If our liability cannot be entirely excluded under applicable imperative law, our liability shall be limited to the maximum extent allowed under applicable imperative law. In any case, our liability is limited to direct pecuniary damage (excluding loss of profit and any non-pecuniary damage) which was caused by our wilful misconduct.

## 5. Cancellation

5.1 Jeżeli chciałbyś zrezygnować z Usługi, należy anulować zgłoszenie do otrzymywania powiadomień i alarmów SMS. Można tego dokonać za pośrednictwem naszej strony internetowej [www.admiralmarkets.pl](http://www.admiralmarkets.pl) lub korzystając z danych kontaktowych w sekcji 9.

5.2 We may cancel the Service at any time by giving you at least two months' written notice. We may cancel or suspend the Service with immediate effect without prior notice for regulatory or legal reasons, to ensure security or to combat fraud, or on any other ground set out in the Client Agreement.

## 6. Other notifications

If you are registered to receive SMS notifications, we may from time to time send other operational messages about your trading account to your registered mobile phone.

## 7. General provisions

7.1 Repairs, updates and routine maintenance on our systems or those of our suppliers, as well as other circumstances may make the Service unavailable from time to time. If you do not receive any SMS notifications, you may not assume that there are no grounds for the SMS notifications (including, but not limited to, any activities with respect to your trading account).

7.2 If it becomes apparent to us that SMS notifications are not being received by your mobile phone, we may suspend the Service with immediate effect. We will send you an e-mail notification to inform you of the suspension and of our reasonable requirements for validating the mobile phone information we hold in relation to you. Once your mobile phone information has been validated by you, the Service will be reinstated within 24 hours.

7.3 We may (but we are not obligated) send you by SMS, post or e-mail, from time to time, information about the Service, maintenance works and respective unavailability of the Service, and steps that you need to take in relation to the Service.

7.4 By registering for the Service, you give your consent to store and process your personal data and information to the extent necessary for providing the Service and in accordance with Admiral Markets policy for processing client data.

7.5 We may amend, supplement or substitute these Terms of Use at any time as set out in your Client Agreement with respect to other Client Agreement documents. We may also change the Service and its details at any time without prior notice.

7.6 The general terms and conditions of your Client Agreement with us and other Client Agreement documents shall apply to all issues not regulated in these Terms of Use.

## 8. Law and jurisdiction

These Terms of Use are governed by the law and are subject to the jurisdiction of the courts set out in your Client Agreement with us.

## 9. Contact Us

Ogólne dane kontaktowe firm inwestycyjnych z grupy Admiral Markets dostępne są na stronie internetowej Admiral Markets: [www.admiralmarkets.pl](http://www.admiralmarkets.pl), w zakładce "O nas". W związku z tym, że koszty połączeń mogą być różne, prosimy o kontakt z dostawcą usług w celu uzyskania dodatkowych informacji.

Calls may be recorded in order to monitor the quality of our service and for security purposes.