



55 East 52nd Street
New York, NY 10055

Atlanta Calgary Chicago Houston London New York Singapore

BY ELECTRONIC TRANSMISSION

Submission No. 15-169
October 13, 2015

Mr. Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Amendments to Rules 6.06A and 27.27- Submission Pursuant to Section 5c(c)(1) of the Act and Regulation 40.6

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, and Commission Regulation 40.6(a), ICE Futures U.S., Inc. ("IFUS" or "Exchange") is notifying the Commission that it is self-certifying the amendment of IFUS Rules 6.06A and 27.27, which will become effective October 27, 2015. Rule 6.06A contains a general exculpation provision limiting the liability of IFUS whereas Rule 27.27 contains an exculpation provision that focused on electronic trading systems and software. In order to harmonize these rules they have been combined into a single amended Rule 6.06A. Exhibit A contains a clean draft of revised Rule 6.06A for ease of reference, followed by a marked copy of both Rules. The Exchange certifies that the amendments to the Rules comply with the requirements of the Commodity Exchange Act and the rules and regulations promulgated thereunder.

The Exchange is not aware of any substantive opposing views that were expressed by members or others with respect to the Rule amendments. The Exchange further certifies that concurrent with this filing a copy of this submission was posted on the Exchange's website at (<https://www.theice.com/notices/RegulatoryFilings.shtml>). If you have any questions or need further information, please contact me at 212-748-4083 or at audrey.hirschfeld@theice.com.

Sincerely,

Audrey R. Hirschfeld
SVP and General Counsel

Enc.
cc: Division of Market Oversight

Rule 6.06A. Limitation of Liability

(a) NONE OF THE EXCHANGE, THE CLEARING ORGANIZATION, ICE, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS OR LICENSORS, OR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE, THE CLEARING ORGANIZATION OR ANY SUCH AFFILIATE (THE "DISCLAIMING PARTIES") SHALL BE LIABLE TO ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO A CUSTOMER OF ANY MEMBER OF THE EXCHANGE OR THE CLEARING ORGANIZATION, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, GOODWILL, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF THEY WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY ERROR, ACT OR OMISSION ON THE PART OF A DISCLAIMING PARTY, OR ON THE PART OF ANY PERSON IN THE CAPACITY OF A DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT, EMPLOYEE OR SHAREHOLDER OF A DISCLAIMING PARTY, WHETHER OR NOT SUCH LOSSES, DAMAGES, COSTS OR EXPENSES ARE DUE TO NEGLIGENCE, UNLESS SUCH ERROR, ACT OR OMISSION WAS THE RESULT OF WILLFUL OR WANTON CONDUCT OR WAS IN BAD FAITH.

(b) WITHOUT LIMITING THE GENERALITY OF PARAGRAPH (a) HEREOF, EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT OR BAD FAITH, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PARAGRAPH (b), NONE OF THE DISCLAIMING PARTIES SHALL BE LIABLE TO ANY PERSON, INCLUDING BUT NOT LIMITED TO A CUSTOMER OF ANY MEMBER OF THE EXCHANGE OR THE CLEARING ORGANIZATION, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THEY WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE), ARISING FROM:

(i) ANY FAULTS, FAILURES, OR MALFUNCTIONS WITH RESPECT TO THE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY OR ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT ANY SUCH SYSTEM(S), HOWEVER, THOSE FAULTS, FAILURES, OR MALFUNCTIONS MAY ARISE;

(ii) THE SUSPENSION, TERMINATION OR INABILITY TO ACCESS OR USE THE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY OR ANY INACCURACIES OR OMISSIONS IN ANY INFORMATION PROVIDED, HOWEVER SUCH SUSPENSION, TERMINATION, INABILITY TO ACCESS, INACCURACY OR OMISSION MAY ARISE;

(iii) ANY FAILURE OR DELAY SUFFERED BY THE USER OR ANY OTHER PERSON THAT RECEIVES DIRECT ACCESS TO THE PLATFORM OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY;

(iv) ANY OTHER CAUSE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE OR USE OF OR INABILITY TO USE ALL OR ANY PART OF THE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY OR ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT ANY SUCH SYSTEM(S);

(v) ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS, ALTERATION OR ANY OTHER MISUSE OF THE PLATFORM SOFTWARE OR THE PLATFORM OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY; OR

(vi) ANY OTHER INJURIOUS ACT, DEFAULT OR OMISSION.

THE FOREGOING PROVISIONS OF THIS RULE SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

(c) THE ELECTRONIC TRADING PLATFORM, THE PLATFORM SOFTWARE, OTHER SYSTEMS OFFERED OR UTILIZED BY A DISCLAIMING PARTY, RELATED DOCUMENTATION, ACCESS TO ANY INTERFACE AND ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT ANY SUCH ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY, RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE ARE PROVIDED "AS IS". EXCEPT AS SPECIFICALLY PROVIDED IN THIS RULE, THE DISCLAIMING PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, OTHER SYSTEMS OFFERED OR UTILIZED BY A DISCLAIMING PARTY RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE AND ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT THE SAME. THE DISCLAIMING PARTIES SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). THE DISCLAIMING PARTIES FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY THIRD PARTY MATERIALS (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE EXCHANGE OR ANY DISCLAIMING PARTY SHALL CREATE A WARRANTY AND NO USER OR OTHER PERSON MAY RELY UPON SUCH INFORMATION OR ADVICE EXCEPT TO THE EXTENT SPECIFIED IN THE RULES.

(d) ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY DISCLAIMING PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED WITHIN NEW YORK COUNTY IN THE STATE OF NEW YORK AND EACH PARTY EXPRESSLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY OBJECTION TO VENUE THEREIN. IN ANY ACTION, SUIT OR PROCEEDING AGAINST THE EXCHANGE, OR ANY AFFILIATE OF THE EXCHANGE, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE OR ANY SUCH AFFILIATE, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY.

(e) THE MAXIMUM AGGREGATE LIABILITY OF THE DISCLAIMING PARTIES TO ANY PERSON OR ENTITY FOR ANY CLAIMS MADE BY SUCH PERSON OR ENTITY IN A CALENDAR YEAR SHALL BE TEN THOUSAND DOLLARS (\$10,000).

(f) NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS RULE SHALL IN NO WAY LIMIT THE APPLICABILITY OF ANY PROVISION OF THE ACT.

Rule 27.27. Exculpation; Limitation of Liability

~~(a) THE ELECTRONIC TRADING PLATFORM, THE PLATFORM SOFTWARE, RELATED DOCUMENTATION, ACCESS TO ANY INTERFACE AND ANY EXCHANGE SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE ARE PROVIDED "AS IS". EXCEPT AS SPECIFICALLY PROVIDED IN THIS RULE, THE EXCHANGE, THE CLEARING ORGANIZATION, ICE, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND LICENSORS OF THE EXCHANGE, THE CLEARING ORGANIZATION AND ICE (THE "DISCLAIMING PARTIES"), MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE AND ANY EXCHANGE SERVICES OR FACILITIES USED TO SUPPORT THE SAME. THE DISCLAIMING PARTIES SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). THE DISCLAIMING PARTIES FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY THIRD PARTY MATERIALS (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE EXCHANGE SHALL CREATE A WARRANTY AND NO USER OR OTHER PERSON MAY RELY UPON SUCH INFORMATION OR ADVICE EXCEPT TO THE EXTENT SPECIFIED IN THE RULES.~~

~~(b) NONE OF THE DISCLAIMING PARTIES SHALL BE LIABLE IN ANY WAY TO THE USER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, LOSS OF PROFITS, GOODWILL, LOSS OF USE OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF THEY WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:~~

~~(i) ANY FAULTS WITH THE PLATFORM OR PLATFORM SOFTWARE, HOWEVER, THOSE FAULTS MAY ARISE;~~

~~(ii) THE SUSPENSION, TERMINATION OR INABILITY TO ACCESS OR USE THE PLATFORM OR PLATFORM SOFTWARE OR ANY INACCURACIES OR OMISSIONS IN ANY INFORMATION PROVIDED, HOWEVER SUCH SUSPENSION, TERMINATION, INABILITY TO ACCESS, INACCURACY OR OMISSION MAY ARISE;~~

~~(iii) ANY FAILURE OR DELAY SUFFERED BY THE USER OR ANY OTHER PERSON THAT RECEIVES DIRECT ACCESS TO THE PLATFORM;~~

~~(iv) ANY OTHER CAUSE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE OR USE OF OR INABILITY TO USE ALL OR ANY PART OF THE PLATFORM OR PLATFORM SOFTWARE;~~

~~(v) ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS, ALTERATION OR ANY OTHER MISUSE OF THE PLATFORM SOFTWARE OR THE PLATFORM; OR~~

~~(vi) ANY INJURIOUS ACT, DEFAULT OR OMISSION, UNLESS SUCH ACT, DEFAULT OR OMISSION WAS THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE DISCLAIMING PARTY OR PARTIES SOUGHT TO BE HELD LIABLE THEREOF.~~

~~THE FOREGOING PROVISIONS OF THIS RULE SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.~~

~~(c) THE MAXIMUM AGGREGATE LIABILITY OF THE DISCLAIMING PARTIES TO ANY PERSON OR ENTITY FOR ANY CLAIMS MADE BY SUCH PERSON OR ENTITY IN A CALENDAR YEAR SHALL BE TEN THOUSAND DOLLARS (\$10,000).~~

~~(d) Notwithstanding any of the foregoing provisions, this Rule shall in no way limit the applicability of any provision of the Act.~~

Rule 6.06A. Limitation of Liability

(a) NEITHER NONE OF THE EXCHANGE, NOR ANY AFFILIATE OF THE EXCHANGE, NOR ANY OF THE CLEARING ORGANIZATION, ICE, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, EMPLOYEES OR AFFILIATES, AGENTS OR LICENSORS, NOR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE, THE CLEARING ORGANIZATION OR ANY SUCH AFFILIATE, (THE "DISCLAIMING PARTIES") SHALL BE LIABLE TO ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO A CUSTOMER OF ANY MEMBER OF THE EXCHANGE OR THE CLEARING ORGANIZATION, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, GOODWILL, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF THEY WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH ANY ERROR, ACT OR OMISSION ON THE PART OF THE EXCHANGE OR SUCH AFFILIATE A DISCLAIMING PARTY, OR ON THE PART OF ANY PERSON IN THE CAPACITY OF A DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT, EMPLOYEE OR SHAREHOLDER OF THE EXCHANGE OR SUCH AFFILIATE A DISCLAIMING PARTY, WHETHER OR NOT SUCH LOSSES, DAMAGES, COSTS OR EXPENSES ARE DUE TO NEGLIGENCE, UNLESS SUCH ERROR, ACT OR OMISSION WAS THE RESULT OF WILLFUL OR WANTON CONDUCT OR WAS IN BAD FAITH.

(b) WITHOUT LIMITING THE GENERALITY OF PARAGRAPH (a) HEREOF, EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT OR BAD FAITH, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PARAGRAPH (b), AND, EXCEPT AS MAY BE PROVIDED IN RULE 27.34, NEITHER THE EXCHANGE, NOR ANY AFFILIATE OF THE EXCHANGE, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS, NOR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE OR ANY SUCH AFFILIATE, NONE OF THE DISCLAIMING PARTIES SHALL BE LIABLE TO ANY PERSON, INCLUDING BUT NOT LIMITED TO A CUSTOMER OF ANY MEMBER OF THE EXCHANGE OR THE CLEARING ORGANIZATION, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THEY WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE), ARISING FROM (i) ANY FAILURE OR MALFUNCTION OF ANY SYSTEM UTILIZED BY THE EXCHANGE OR ANY SUCH AFFILIATE :

(i) ANY FAULTS, FAILURES, OR MALFUNCTIONS WITH RESPECT TO THE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY OR ANY SERVICES OR FACILITIES OF THE EXCHANGE OR SUCH AFFILIATE A DISCLAIMING PARTY USED TO SUPPORT ANY SUCH SYSTEM, OR

(ii) ANY FAULT IN DELIVERY, DELAY, OMISSION,(S), HOWEVER, THOSE FAULTS, FAILURES, OR MALFUNCTIONS MAY ARISE;

(ii) THE SUSPENSION, TERMINATION OR INABILITY TO ACCESS OR USE THE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY OR ANY INACCURACIES OR OMISSIONS IN ANY INFORMATION PROVIDED, HOWEVER SUCH SUSPENSION, TERMINATION, INABILITY TO ACCESS, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, OMISSION MAY ARISE;

(iii) ANY FAILURE OR DELAY SUFFERED BY THE USER OR ANY OTHER PERSON THAT RECEIVES DIRECT ACCESS TO THE PLATFORM OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY;

(iv) ANY OTHER CAUSE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF OR INABILITY TO USE ALL OR ANY PART OF ANYTHE PLATFORM OR PLATFORM SOFTWARE OR OTHER SYSTEM OFFERED OR UTILIZED BY THE EXCHANGE OR SUCH AFFILIATEA DISCLAIMING PARTY OR ANY SERVICES OR FACILITIES OF THE EXCHANGE OR SUCH AFFILIATEA DISCLAIMING PARTY USED TO SUPPORT ANY SUCH SYSTEM(S);

(v) ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS, ALTERATION OR ANY OTHER MISUSE OF THE PLATFORM SOFTWARE OR THE PLATFORM OR OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY; OR

(vi) ANY OTHER INJURIOUS ACT, DEFAULT OR OMISSION.

THE FOREGOING PROVISIONS OF THIS RULE SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

(c) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE EXCHANGE, OR ANY AFFILIATE OF THE EXCHANGE, TO ANY PERSON RELATING TO ANY SYSTEM (EXCEPT AS MAY BE PROVIDED IN RULE 27.34), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE. (c) THE ELECTRONIC TRADING PLATFORM, THE PLATFORM SOFTWARE, OTHER SYSTEMS OFFERED OR UTILIZED BY A DISCLAIMING PARTY, RELATED DOCUMENTATION, ACCESS TO ANY INTERFACE AND ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT ANY SUCH ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, OTHER SYSTEM OFFERED OR UTILIZED BY A DISCLAIMING PARTY, RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE ARE PROVIDED "AS IS". EXCEPT AS SPECIFICALLY PROVIDED IN THIS RULE, THE DISCLAIMING PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE ELECTRONIC TRADING PLATFORM, PLATFORM SOFTWARE, OTHER SYSTEMS OFFERED OR UTILIZED BY A DISCLAIMING PARTY RELATED DOCUMENTATION, AND ACCESS TO ANY INTERFACE AND ANY SERVICES OR FACILITIES OF A DISCLAIMING PARTY USED TO SUPPORT THE SAME. THE DISCLAIMING PARTIES SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). THE DISCLAIMING PARTIES FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY THIRD PARTY MATERIALS (EXCEPT AS OTHERWISE PROVIDED IN ANY AGREEMENT TO WHICH SUCH DISCLAIMING PARTY IS A PARTY). NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE EXCHANGE OR ANY DISCLAIMING PARTY SHALL CREATE A WARRANTY AND NO USER OR OTHER PERSON MAY RELY UPON SUCH INFORMATION OR ADVICE EXCEPT TO THE EXTENT SPECIFIED IN THE RULES.

(d) ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST THE EXCHANGE OR ANY AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE OR SUCH AFFILAITE.ANY DISCLAIMING PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED. ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED WITHIN NEW YORK COUNTY IN THE STATE OF NEW YORK AND EACH PARTY EXPRESSLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY OBJECTION TO VENUE THEREIN. IN ANY ACTION, SUIT OR PROCEEDING AGAINST THE EXCHANGE, OR ANY AFFILIATE OF THE EXCHANGE, OR THEIR RESPECTIVE OFFICERS, DIRECTORS,

SHAREHOLDERS, EMPLOYEES, AGENTS OR ANY MEMBER OF ANY COMMITTEE OF THE EXCHANGE OR ANY SUCH AFFILIATE, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY.

(e) THE MAXIMUM AGGREGATE LIABILITY OF THE DISCLAIMING PARTIES TO ANY PERSON OR ENTITY FOR ANY CLAIMS MADE BY SUCH PERSON OR ENTITY IN A CALENDAR YEAR SHALL BE TEN THOUSAND DOLLARS (\$10,000).

(f) NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS RULE SHALL IN NO WAY LIMIT THE APPLICABILITY OF ANY PROVISION OF THE ACT.