trade.io

This Application Programming Interfaces License Agreement (Agreement") is a legal agreement between you or any company you represent ("Licensee") and trade.io and its subsidiaries ("trade.io", "we", or "us") for the API licensed by trade.io. By accepting these terms or by installing, downloading, copying, or otherwise using the Application Programming Interface ("API"), you agree to be and will be bound by the terms of this Agreement as a condition of your license. If you do not agree to the terms of this Agreement, you may not use the API.

The API is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The API is licensed to you, and its use is subject to the terms of this Agreement.

1. Definitions

1.1. "Application Programming Interfaces" or "API" means trade.io platform technology (www.trade.io and its related services), which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by trade.io (in its sole discretion) to Licensee.

1.2. "Documentation" includes, but is not limited to programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the API

2. Grant of License

2.1. Subject to the terms of this Agreement, trade.io hereby grants Licensee a limited, non- exclusive, non-transferable, royalty-free license (without the right to sublicense) to use the API solely for the purpose of Licensee's internal development efforts to develop applications to work in conjunction with the trade.io products referenced in the API and for which the API was provided..

2.2. Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party.

3. Other Rights and Limitations

3.1. Copies. Licensee may copy the API only as necessary to exercise its rights hereunder.

3.2. No Reverse Engineering. Licensee shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. Licensee may not reverse engineer, decompile, modify, disassemble or otherwise alter the API or any part thereof or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.

3.3. Third Party Software. Licensee acknowledges that effective utilization of the API may require the use of a development tool, compiler and other software and technology of third parties ("Third Party Software"). Licensee is solely responsible for procuring such Third Party Software and technology and
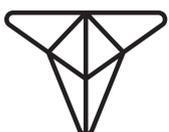
the necessary licenses for the use thereof. trade.io makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

3.4. No right is granted to Licensee to sublicense its rights hereunder. All rights not expressly granted are reserved by trade.io and, except as expressly set forth herein, no license is granted by trade.io under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of trade.io. Nothing herein shall be deemed to authorize Licensee to use trade.io's trademarks or trade names in Licensee's advertising, marketing,

promotional, sales or related materials. trade.io reserves all rights not otherwise expressly granted in this Agreement.

3.5. No assertion by Licensee. Licensee agrees not to assert any patent rights related to the API or applications developed using the API against trade.io, trade.io's distributors, trade.io customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

4. Ownership

4.1. As between trade.io and Licensee, trade.io or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and Licensee hereby irrevocably transfers, conveys and assigns to trade.io all of its right, title, and interest therein. trade.io shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title or ownership to the API, but only a right of limited use under the terms and conditions of this Agreement.

5. Support

5.1. trade.io will not provide any support for the API under this Agreement. Nothing herein shall be construed to require trade.io to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API.

6. Confidentiality

6.1. The API contains valuable proprietary information and trade secrets of trade.io and its suppliers that remain the property of trade.io. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.
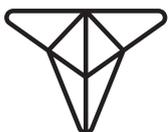
7. No Warranty

7.1. The API and Documentation are provided "AS-IS" without any warranty whatsoever. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed.

7.2. No advice or information, whether oral or written, obtained by you from trade.io or through or from the API shall create any warranty not expressly stated in this agreement. trade.io does not warrant that the API and Documentation are suitable for licensee's use, that the API or Documentation are without defect or error, that operation will be uninterrupted, or that defects will be corrected. Further, trade.io makes no warranty regarding the results of the use of the API and Documentation.

8. Limitation of Liability

8.1. trade.io will not be liable for any damages of any kind arising out of or relating to the use or the inability to use the API with any third party software, its content or functionality, including but not limited to damages for loss of business profits or revenue; business interruption or work stoppage; computer failure or malfunction; loss of business information, data or data use; loss of goodwill; damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, failure to connect, network charges, and all other direct, indirect, special, incidental, exemplary, or consequential damages even if trade.io has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you. Notwithstanding the foregoing, trade.io total liability to licensee for all losses, damages, causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your use of the software and/or IP on this technology platform, or any other provision of this agreement, shall not exceed the amount of 100 USD. The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9. Indemnity

9.1. You agree to indemnify and hold harmless trade.io and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the API, your connection to the API, or your violation of the Agreement.

10. Disclaimer of Warranty

10.1. Unless separately stated in a written express limited warranty, all API provided by trade.io is provided

"as is" and on an "as available" basis, without warranties of any kind from trade.io, either express or implied. To the fullest extent possible pursuant to applicable law, trade.io disclaims all warranties express, implied, or statutory, including, but not limited to, implied warranties of merchantability, satisfactory quality or workmanship like effort, fitness for a particular purpose, reliability or availability, accuracy, lack of viruses, quiet enjoyment, non infringement of third party rights or other violations of rights. Some jurisdictions do not allow exclusions or limitations of implied warranties, so the above exclusions or limitations may not apply to you. No advice or information, whether oral or written, obtained by you from trade.io or its affiliates shall be deemed to alter this disclaimer by trade.io of warranty regarding the API or the agreement, or to create any warranty of any sort from trade.io.

10.2. trade.io disclaims any responsibility for any disclosure of information or any other practices of any third party API provider. Trade.io expressly disclaims any warranty regarding whether your personal information is captured by any third party API provider or the use to which such personal information may be put by such third party API provider.

11. Term and Termination

11.1. The effective date of this Agreement is the start of use of the API by the Licensee.

11.2. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement and you will be liable to trade.io and its suppliers for damages or losses caused by your non-compliance. The waiver by trade.io of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

11.3. Either party shall have the right to terminate the Agreement, upon a thirty (30) days written notice to the other party.

11.4. Upon termination of this Agreement, Licensee will immediately cease using the API Development Kit, and Licensee agrees to destroy all adaptations or copies of the API and Documentation or return them to trade.io upon termination of this License.

11.5. trade.io shall have the right to audit your use of the API in conjunction with this Agreement, and you will provide reasonable assistance for this purpose.

11.6. The rights of trade.io and your obligations contained in this Agreement survive any expiration or termination of this Agreement.

12. Applicable Law; Arbitration

12.1. Licensee and trade.io agree to arbitrate any dispute arising from this Agreement, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Arbitration prevents licensee from suing in court or from having a jury trial.

12.2. Licensee and trade.io agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to trade.io shall be sent to support@trade.io

12.3. Any dispute, controversy, difference or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong.

The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English language.

12.4. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Agreement and the laws of Hong Kong, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, Licensee and trade.io will not commence against the other a class action, class arbitration or representative action or proceeding.

13. Miscellaneous.

13.1. Assignment. Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of Trade.io. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon the occurrence of any prohibited assignment.

13.2. Waiver. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

13.3. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.

13.4. Entire agreement. This Agreement represents the complete agreement concerning the API and oral amendments are void. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

13.5. By installing, copying, or otherwise using this API, you acknowledge that you have read, understand and agree to be bound by the terms and conditions indicated above.