

API End-User License Agreement ("Agreement")

Last updated: 01 October 2020

Please read this End-User License Agreement ("Agreement") carefully before using the APEX:E3 API ("Application").

By using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not use the Application.

License

APEX:E3 grants you a revocable, non-exclusive, non-transferable, limited license to use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to Application

APEX:E3 reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or APEX:E3.

APEX:E3 may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from APEX:E3, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device, desktop computer, laptop or cloud hosted software.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device, desktop computer, laptop or cloud hosted software.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Liability

APEX:E3 does not accept any liability associated with the use of the Application which results in regulated or non-regulated trading activity, research, financial decisions or advice.

Financial or Investment Advice

The Application is for informational purposes only, you should not construe any such information or other material as legal, tax, investment, financial, or other advice. Nothing contained in the Application constitutes a solicitation, recommendation, endorsement, or offer by APEX:E3 or any third party service provider to buy or sell any securities or other financial instruments in this or in any other jurisdiction in which such solicitation or offer would be unlawful under the securities laws of such jurisdiction.

All Content in this Application is information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the Application constitutes professional and/or financial advice, nor does any information in the Application constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. APEX:E3 is not a fiduciary by virtue of any person's use of or access to the Application. You alone assume the sole responsibility of evaluating the merits and risks associated with the use of the Application. In exchange for using the Application, you agree not to hold APEX:E3, its affiliates or any third party service provider liable for any possible claim for damages arising from any decision you make based on information derived from the Application.

Amendments to this Agreement

APEX:E3 reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Information

If you have any questions about this Agreement, please contact us at contactus@apexe3.com