

TradingView Advanced Charts Agreement

Your use of any of the TradingView Charting Libraries ("TV CL") or its API ("TV CL API") (collectively "Service") is subject to the terms of a legal agreement between You and TradingView (the "Terms"). "TradingView" means TradingView, Inc. "You" means the individual or legal entity as detailed within. The Terms will include the following: terms and conditions outlined within (the "TV CL API Terms"); the TradingView Terms of Use Policy (<https://www.tradingview.com/policies/>) as well as any legal notices. Prior to using the TV CL API, you should read each of the documents comprising the Terms, and save a local copy for your records. The TV CL API Terms will take precedence over any other documents related to the TV CL API.

1. Use of Other Services and Additional Terms. If you use the TV CL API in conjunction with any other TradingView Services (collectively "Services"), your agreement with TradingView will also include the terms applicable to those Services ("Additional Terms"). If there is any contradiction between the Additional Terms and the TV CL API Terms, then the TV CL API Terms will take precedence when relating to the TV CL API, and not to any other Services. For the purposes of the present agreement, the "Implementation" shall mean a particular software product (including its graphical user interface) that is created by using an API and is available via Your website or/and Your application, which may obtain and display Your Content and/or Our Content (as applicable).
2. Changes to and Acceptance of the Terms or Service. TradingView reserves the right to make changes to the Terms. TradingView will treat your use of Services as acceptance of the updated Terms. If you disagree with any changes, You may terminate this agreement by ceasing use of the Services. You represent that you have full legal authority to accept these Terms. TradingView reserves the right to discontinue or make backward-incompatible changes to this Service with no notice to You.
3. TradingView's Privacy Policy and Proprietary Rights. TradingView's data protection practices are related only to the <http://www.tradingview.com> website. We are not responsible for any Privacy Policies relating to your website. You agree that TradingView as well as TradingView's licensors and their suppliers own all legal rights, titles, and interests to the aforementioned Services. These rights include all intellectual property rights, registered or not, on an international scale.
4. Use of Services and Attribution. You agree to use the Service as permitted by the Terms, by applicable third party contract, law, or regulation in relevant jurisdictions, and in compliance with all policies and guidelines presented by TradingView. Content provided to you through the Service may contain distinctive Brandings of TradingView. For the purposes of present Agreement, the "Branding" shall mean trade name, product name, formatting, trademarks, logo, service marks, likenesses, and any goodwill associated therewith, of a Party or a third party, respectively, as secured by such Party or third party from time to time. You agree that You are responsible for any breach of obligations under the Terms of this Agreement and for any consequences resulting from any breach, including any loss or damage that TradingView may suffer.
 - a. You agree to include information and attribution about TradingView in a separate section of your website, with a link to TradingView's website. Attribution to TradingView should include TradingView Branding as well as a text-based message with a hyperlink to [TradingView.com](http://www.tradingview.com) or any of its subdomain whichever is mutually agreed by the Parties. This link shall not include No follow, UGC or sponsored attributes. TradingView has the sole right to determine whether your attribution(s) are in compliance with the necessary requirements as well as to request changes to said attribution. If attribution is removed, or any other portion of Sections 4 and 5 of the present Agreement is not upheld in its entirety, TradingView reserves the right to deem such behavior as willful misconduct of the Agreement and will introduce a legal fee. Hereby You agree that a penalty of \$50,000 (fifty-thousand US dollars) for each and every proven breach you are unable to remedy within 14 days of receiving notice from TradingView, however caused and irrespective of the length of time of the breach, shall be paid. You shall not display TradingView Branding in a manner that implies a relationship, affiliation, sponsorship or endorsement by/with TradingView, other than your use of the Service. You may remove the TradingView logo from the chart only upon prior written approval from TradingView.
 - b. You warrant and agree that you will not delete, obscure or in any manner alter any TV Branding, TV Partner Branding or other Brandings, warnings or links that appear in a Product, Service or Our Content;
 - c. Except, as set forth in this Section, nothing in the Terms will grant you any right, title, or interest in or to TradingView's Branding. At no time during or after the Term will you challenge or assist others to challenge the Branding of TradingView or the registration thereof by TradingView, nor will you attempt to register any Branding (including domain names) that are confusingly similar to those of TradingView in any way (including but not limited to sound, appearance, and spelling). TradingView reserves the right to determine whether your use of the Service, Content, and Brandings is in compliance with these Terms.
5. Licenses. Subject to these Terms, TradingView gives You a personal, worldwide, royalty-free, non-transferable, non-assignable, and non-exclusive rights to use the Service as provided by TradingView, in the manner permitted by the Terms for the Content License and Branding License, both of which shall be used solely for the purpose of promoting or advertising your authorized use of the Service. You grant to TradingView a worldwide, royalty-free, non-transferable, and non-exclusive license during the Term to use Your Brandings and Your Content to advertise that you are using the Service. TradingView's licenses are subject to Your adherence to the Terms within.
 - a. Your Implementation may operate as a free public access service, additionally, You may require users to log in to your Implementation. TradingView retains the right to request access to the implementation at any point during the course of this Agreement to ensure that the terms of this Agreement are being upheld. If your implementation requires a log-in, TradingView must be given access to the implementation via log-in credentials provided by You. Your Implementation may operate as internal, private or paid access service only under the understanding that a commercial license will be signed by both Parties. You must explicitly state in your Privacy Policy that TradingView's Privacy Policy is unrelated to your own.
 - b. Except as explicitly permitted within, you must not do any of the following: access or use the TV CL API or any Content through any technology or means other than those provided in the Service; hide or mask the identity of your use of Service; attempt to reverse engineer or decompile the Services or attempt to create a substitute or similar service through use of the Services; modify, replace, obscure, or otherwise hinder the functioning of links to TradingView or third party websites provided in the Content; violate any TradingView policies.
 - c. You agree to not violate the legal rights of others; upload or otherwise make available any inappropriate content, any content that

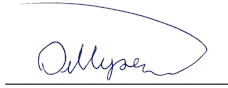
infringes the proprietary rights of any party, unless you are the owner of the rights, or have permission from the owner.

- d. Your Implementation shall be hosted at Your website specified within signing information at the last page hereof.
6. **EXCLUSION OF WARRANTIES.** NOTHING IN THESE TERMS, WILL EXCLUDE OR LIMIT TRADINGVIEW'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND TRADINGVIEW'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE CONTENT IS AT YOUR SOLE RISK AND THAT THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, TRADINGVIEW, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT TO YOU THAT: YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; THE INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRADINGVIEW, OR THROUGH OR FROM THE SERVICE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. TRADINGVIEW, ITS LICENSORS, AND THEIR SUPPLIERS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
7. **LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRADINGVIEW, ITS SUBSIDIARIES, AND AFFILIATES, AND TRADINGVIEW'S LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO YOU FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO: CONTRACT, TORT, COMMON LAW, OR STATUTORY DAMAGES; ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS); OR ANY LOSS OR DAMAGE AS A RESULT OF: ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING CAN APPEAR ON THE SERVICES; ANY CHANGES THAT TRADINGVIEW MAY MAKE TO THE SERVICE, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICE); THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE; YOUR FAILURE TO PROVIDE TRADINGVIEW WITH ACCURATE ACCOUNT INFORMATION. THE LIMITATIONS ON TRADINGVIEW'S LIABILITY TO YOU IN SECTION 7.1 ABOVE WILL APPLY WHETHER OR NOT TRADINGVIEW, ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.
8. **Indemnities.** You hereby agree to defend, indemnify, and hold TradingView, its officers, directors, agents, affiliates, strategic partners, licensors, and their suppliers ("the Indemnified Parties") harmless from and against any claim or liability arising out of your use of the TV CL API in breach of the Terms or applicable policies; your TV CL API Implementation; any use by users of your TV CL API Implementation; any claim that your TV CL API Implementation or if Your Content violates any applicable law, including but not limited to any claim that your TV CL API Implementation infringes the rights of a third party. You acknowledge that damages for improper use of the TV CL API may be irreparable; therefore, TradingView is entitled to seek relief, including but not limited to preliminary injunction and injunction, in addition to all other legal remedies.
9. **Legal Terms.** You and TradingView agree to submit to the exclusive, personal jurisdiction of the federal or state courts of Delaware County, Ohio, USA, to resolve any legal matter arising from or related to the Terms. Notwithstanding this, you agree that TradingView will be allowed to apply for urgent legal relief in any jurisdiction. A translation of the English language version of the Terms is provided for convenience only and the English language version will govern your relationship with TradingView. If there is any contradiction between the English version and the translation, the English version will take precedence.
10. **Termination.** The Terms contained within will continue to apply until terminated by either You or TradingView as set out below. You may terminate this Agreement with TradingView by discontinuing your use of the Service at any time. TradingView reserves the right to terminate these Terms or discontinue the Service or any portion or feature for any reason and at any time without further obligation to You. This Agreement will continue indefinitely unless terminated at any point by either party. Upon termination of Agreement, You agree to destroy all intellectual property belonging to TradingView and remove the TradingView Charting Library from Your repository.
11. **Complete Agreement.** These Terms constitute the whole legal agreement between you and TradingView in connection with, and govern your use of, the Service and Content. TradingView reserves the sole right and discretion to determine whether your use of the Service, Content, and Brandings is in compliance with these Terms. TradingView reserves the right to assign these Terms to its successors at any point in time. Any waiver of any provision of these Terms will be effective only if TradingView expressly states in a signed writing that it is waiving a specified Term. These Terms completely replace and supersede any prior agreements between you and TradingView in connection with the Service and Content. When this legal agreement ends, those Terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Section 3 (Proprietary Rights); Section 7 (Limitation of Liability); Section 8 (Indemnities); Section 9 (Legal Terms); Section 10 (Termination); Section 11 (Complete Agreement)

IN WITNESS WHEREOF, the parties have executed this Advanced Charts Agreement as of the last date set forth below.

TradingView:

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Name: Oleg Mukhanov
Title: CEO
Date:

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City, State, ZIP:
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Website:
Email Address:

Name:
Title:
Date: