Charting Library - License Agreement

1.   YOUR RELATIONSHIP WITH TRADINGVIEW.

1.1 Use of the Service is subject to these Terms. Your use of any of the TradingView Charting Library ("**TV CL**") or its API ("**TV CL API**") (collectively referred to in this document as the "**Service**") is subject to the terms of a legal agreement between You and TradingView (the "**Terms**"). "**TradingView**" means TradingView, Inc., with offices at 470 Olde Worthington Rd., Suite 200, Westerville OH 43082 USA. "**You**" means individual or legal entity as detailed on the last page of this Agreement.

1.2 The Terms include TradingView's Legal Notices and Privacy Policy.

  a)   Unless otherwise agreed in writing with TradingView, the Terms will include the following:

    i)   the terms and conditions set forth in this document (the "**TV CL API Terms**");

    ii)   the TradingView **Terms of Use Policy** (https://www.tradingview.com/policies/).

  b)   Before you use the TV CL API, you should read each of the documents comprising the Terms, and print or save a local copy for your records.

1.3 Use of Other TradingView Services and Additional Terms. If you use the TV CL API in conjunction with any other TradingView products or services, including any other TradingView APIs, (collectively "**TradingView Services**"), your agreement with TradingView will also include the terms applicable to those TradingView 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 only as they relate to the TV CL API, and not to any other TradingView Services.

1.4 Precedence of TV CL API Terms. If there is any contradiction between the TV CL API Terms and any other documents related to TV CL API (including but not limited to the TV CL API Documentation), then the TV CL API Terms will take precedence.

1.5 Changes to the Terms. TradingView reserves the right to make changes to the Terms from time to time. When these changes are made, TradingView will make the updated version of the Terms available at appropriate page on http://www.TradingView.com website. You understand and agree that if you use the Service after the date on which the Terms have updated, TradingView will treat your use as acceptance of the updated Terms. If a modification is unacceptable to you, you may terminate this agreement by immediate ceasing use of the TV CL API and Your TV CL API Implementation.

2.   ACCEPTING THE TERMS.

2.1 Clicking to Accept or Using the TV CL API. In order to use the TV CL API you must agree to the Terms. You can accept the Terms by:

  a)   clicking to "Accept" or "Agree to the Terms" or "Download" or any other similar, where this option can be made available to you by TradingView in the user interface for the Service; or

  b)   using the TV CL API. In this case, you understand and agree that TradingView will treat your use of the TV CL API as acceptance of the Terms from that time point onwards, or.

  c)   signing this Agreement.

2.3 Authority to Accept the Terms. You represent that you have full power, capacity and authority to accept these Terms. If you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms.

3.   PRIVACY POLICY.

3.1 Your Privacy Policy. TradingView's data protection practices are related only to http://www.TradingView.com website. We are not responsible for your Privacy Policy on your website. However you should post and abide by an appropriate privacy policy on your website.

4.   PROVISION OF THE SERVICE BY TRADINGVIEW.

4.1 Limits on Your Use of the Service. You acknowledge and agree that TradingView may change these Terms at any time, at TradingView's discretion.

4.2 Changes to the Service; Deprecation Policy.

TradingView will announce if it intends to discontinue or make backwards incompatible changes to this API or Service. TradingView will use commercially reasonable efforts to continue to support TradingView TV CL API versions without these changes unless (as TradingView determines in its reasonable good faith judgment):

    -    required by law or third party relationship (including if there is a change in applicable law or relationship), or

    -    doing so could create a security risk or substantial economic or material technical burden.

The above policy is the "Deprecation Policy."

5.   TRADINGVIEW'S PROPRIETARY RIGHTS.

You acknowledge and agree that TradingView (or TradingView's licensors and their suppliers, as applicable) own all legal right, title and interest in and to the Service and Content, including any intellectual property rights that subsist in the Service and Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

6.   PERMITTED USES.

You agree to use the Service only for purposes that:

  a)   are permitted by the Terms (including the Licenses in Section 7);

  b)   are permitted by any applicable third party contract, law, or regulation in the relevant jurisdictions; and

  c)   comply with all applicable policies or guidelines made available by TradingView.

7.   LICENSES FROM TRADINGVIEW TO YOU.

7.1 Definitions.

  a)   "**Branding**" means the trade names, trademarks, logos, domain names, and other distinctive brand names of each party, respectively, as secured by such Party from time to time.

  b)   "**Content**" means any content provided through the Service (whether created by TradingView or its third party licensors), including the TradingView Charting Library and its source code, the API documentation, or any other content.

  c)   "**TV CL API Implementation**" means an application or website that uses the TV CL API to obtain and display Content in conjunction with Your Content, according to these Terms.

  d)   "**Your Content**" means any content that you provide in your TV CL API Implementation, including data that you feed to the charts, or the data feed wrapper you create through using the API. Your Content does not include the Content.

7.2 <u>Service License</u>. Subject to these Terms (including but not limited to Section 8 (License Requirements) and Section 9 (License Restrictions)), TradingView gives you a personal, worldwide, royalty-free, non-transferable, non-assignable and non-exclusive license to use the Service as provided by TradingView, in the manner permitted by the Terms.

7.3 <u>Content License</u>. Subject to these Terms (including but not limited to Section 8 (License Requirements) and Section 9 (License Restrictions)), TradingView gives you a personal, worldwide, royalty-free, non-transferable, non-assignable, and non-exclusive license to access, use, publicly perform and publicly display the Content and Your Content in your TV CL API Implementation, as the Content is provided in the Service, and in the manner permitted by the Terms.

7.4 <u>Branding License</u>.

    a)   <u>Grant</u>. Subject to these Terms (including but not limited to Section 8 (License Requirements) and Section 9 (License Restrictions)), TradingView gives you a worldwide, royalty-free, non-transferable, non-assignable, non-sublicenseable, and non-exclusive license to display TradingView's Branding solely for the purpose of promoting or advertising your authorized use of the Service in accordance with this Section and for the purpose of fulfilling your obligations under the Terms.

    b)   <u>Restrictions</u>. In using TradingView Branding, you will not:

        i)   display a TradingView Branding in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by TradingView, other than your use of the Service, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of, TradingView or TradingView personnel;

        ii)   display a TradingView Branding in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to TradingView;

        iii)   use TradingView Brandings to disparage TradingView, its products, or the TradingView Services;

        iv)   display a TradingView Branding in your TV CL API Implementation or on a site that violates any law or regulation; or

        v)   remove, distort or alter any element of a TradingView Branding (i.e. squeezing, stretching, inverting, discoloring, blocking, etc.).

    c)   <u>No Further License Grant; No Challenges</u>. Except as set forth in this Section, nothing in the Terms will grant or will be deemed to grant you any right, title or interest in or to TradingView's Branding. All use by you of TradingView's Branding (including any goodwill associated therewith) will inure to the benefit of TradingView. To the maximum extent permitted by applicable law, the following will apply: 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).

7.5 <u>Proprietary Rights Notices</u>. You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices, Terms of Use (https://www.tradingview.com/policies/) links, or Branding) that may be affixed to or provided through the Service. Where such notices are not affixed within the Service, you agree to always display such notices according to the <u>TV CL API Documentation</u>.

7.6 <u>Determination of Compliance</u>. TradingView reserves the sole right and discretion to determine whether your use of the Service, Content, and Brandings is in compliance with these Terms.

8.   LICENSE REQUIREMENTS.

TradingView's licenses above are subject to your adherence to the following requirements:

8.1 <u>Free Access, Paid Access, Public Accessibility to Your TV CL API Implementation</u>.

    a)   your TV CL API implementation may operate as a free access service.

    b)   your TV CL API implementation may operate as a paid access service (i.e. you can charge a fee for accessing your TV CL API Implementation).

    c)   your TV CL API implementation also may operate: (i) only behind a firewall; or (ii) only on an internal network; or (iii) in a closed community (for example, through invitation-only access).

    d)   you can require users to log in to your TV CL API Implementation whether or not you require users to pay a fee.

    e)   if you are a consultant who creates or hosts TV CL API Implementations for third party customers, you may charge such customers a fee for your consulting or hosting services.

8.2 <u>End User Terms and Privacy Policy</u>. If you develop a TV CL API Implementation for use by other users, you must explicitly state in your website Privacy Policy that TradingView's Privacy Policy is not related to your website Privacy Policy.

8.3 <u>Attribution</u>.

    a)   Content provided to you through the Service may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive Brandings of TradingView, its partners, or other third party rights holders of content provided by TradingView. When TradingView provides this attribution, you must display it as provided through the Service or as described in the TV CL API Documentation and may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive Brandings.

    b)   You agree to include and display the "Powered by TradingView" or similar attribution (and/or any other attribution(s) required by TradingView as described in the TV CL API Documentation) in your TV CL API Implementation as described in the TV CL API Documentation. Such attribution can be included or generated automatically, and you agree not to modify or obscure this automatically-generated attribution.

    c)   You understand and agree that TradingView has the sole right and discretion to determine whether your attribution(s) are in compliance with the above requirements.

8.4 <u>Responsibility for Breaches</u>. You agree that you are solely responsible for (and that TradingView has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of any such breach (including any loss or damage that TradingView may suffer).

9.   LICENSE RESTRICTIONS.

Except as expressly permitted under the Terms, or unless you have received prior written authorization from TradingView (or, as applicable, from the provider of particular Content), TradingView's licenses above are subject to your adherence to all of the restrictions below.

9.1 <u>Restrictions on How You May Use the TV CL API</u>. Except as explicitly permitted in Section 8 (Licenses from TradingView to You) or the TV CL API Documentation, you must not (nor may you permit anyone else to) do any of the following:

    a)   <u>No Access to TV CL API except through the Service</u>. You must not access or use the TV CL API or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means TradingView may designate.

    b)   <u>No Hiding of Identity</u>. You must not hide or mask from TradingView the identity of your TV CL API Implementation as it uses the Service.

    c)   <u>No Reverse Engineering</u>. You must not attempt to reverse engineer or decompile the Services or any component, or attempt to create a substitute or similar service through use of or access to the Services.

d) <u>No Modification of Links.</u> You must not modify, replace, obscure, or otherwise hinder the functioning of links to TradingView or third party websites provided in the Content.

e) <u>No Violation of TradingView Policies.</u> You must not violate any policies in the TV CL API Documentation and other policies as TradingView may develop from time to time, including but not limited to the TradingView policies below, under which you agree not to:

    i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

    ii) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

    iii) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights, or have the permission of the owner or other legal justification to use such content;

    iv) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;

    v) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Terms or any applicable Service policies or guidelines;

    vi) download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;

    vii) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;

    viii) restrict or inhibit any other user from using and enjoying the Service or any other TradingView Services;

    ix) delete, obscure, or in any manner alter any Brandings, logos, warnings, notices (including but not limited to any copyright or other proprietary rights notices), or links that appear in the Service or the Content; otherwise you will be charged at then current rates for Commercial version of TV CL (i.e. no-logo) for the whole period since the signing this Agreement.

    x) display content in your TV CL API Implementation that falsely expresses or implies that such content is sponsored or endorsed by TradingView;

    xi) upload, host, post, transmit, deposit or otherwise make your TV CL API Implementation(s) available for any other third parties.

f) <u>No Use Beyond TradingView's Usage Policies.</u> TradingView reserves the right to set usage policies in the TV CL API Documentation from time to time. If you want to engage in use outside these usage policies, you need contact the TradingView sales team for information on licensing options to address your needs.

10. LICENSES FROM YOU TO TRADINGVIEW.

10.1 <u>Content License.</u> TradingView claims no ownership over Your Content, and you retain copyright and any other rights you already hold in Your Content.

10.2 <u>Marketing License.</u> 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 publicize or advertise that you are using the Service (for example, by using your marks in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website), or by creating marketing or advertising materials that show screenshots of the Service in which Your Content is featured).

10.3 <u>Authority to Grant Licenses.</u> You represent and warrant to TradingView that you have all the rights, power and authority necessary to grant the above licenses.

11. TERMINATING THIS AGREEMENT.

11.1 The Terms will continue to apply until terminated by either you or TradingView as set out below.

11.2 You may terminate your legal agreement with TradingView by removing the TV CL API code from your Implementation and discontinuing your use of the Service at any time. You do not need to specifically inform TradingView when you stop using the Service.

11.3 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 liability or other obligation to you.

11.4 Nothing in this Section will affect TradingView's rights regarding provision of the Service under Section 4 (Provision of Service By TradingView) of the Terms.

11.5 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 Sections: 5 (TradingView's Proprietary Rights); 11.4 and 11.5 (Terminating this Agreement); 12 (Exclusion of Warranties); 13 (Limitation of Liability); 14 (Indemnity); and 15 (General Legal Terms).

12. EXCLUSION OF WARRANTIES.

12.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 12 AND 13, 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.

12.2 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:

    a) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;

    b) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;

    c) THE INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND

    d) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

12.3 ANY CONTENT OBTAINED THROUGH THE USE OF THE TRADINGVIEW 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.

12.4 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.

12.5 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.

13. LIMITATION OF LIABILITY.

13.1 SUBJECT TO SECTION 13.1, 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:

a) 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

b) ANY LOSS OR DAMAGE AS A RESULT OF:

   i) 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 TRADINGVIEW SERVICES;

   ii) 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);

   iii) 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;

   iv) YOUR FAILURE TO PROVIDE TRADINGVIEW WITH ACCURATE ACCOUNT INFORMATION.

13.2 THE LIMITATIONS ON TRADINGVIEW'S LIABILITY TO YOU IN SECTION 13.1 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.

14. INDEMNITIES.

14.1 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:

   a) your use of the TV CL API in breach of the Terms or applicable policies;

   b) your TV CL API Implementation;

   c) any use by users of your TV CL API Implementation;

   d) any claim that your TV CL API Implementation or 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.

14.2 You will cooperate as fully as reasonably required in the defense of any claim. TradingView reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the TV CL API may be irreparable; therefore, TradingView is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

15. GENERAL LEGAL TERMS.

15.1 Notices. You agree that TradingView may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service or http://www.TradingView.com website.

15.2 No Waiver. You agree that if TradingView does not exercise or enforce any legal right or remedy available to it under the Terms (or any applicable law), TradingView will not be deemed to have waived its rights or remedies, and those rights and remedies will still be available to TradingView. 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.

15.3 Severability. If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.4 Assignment. The Terms may be assigned by TradingView and will inure to the benefit of TradingView, its successors, and assigns.

15.5 Language. Where TradingView has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with TradingView. If there is any contradiction between the English language version of the Terms and a translation of the Terms, the English language version will take precedence.

15.6 Governing Law and Jurisdiction; Injunctive Relief. The Terms, and your relationship with TradingView under the Terms, are governed by the laws of the State of Ohio, USA, without regard to its conflict of law provisions. 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 injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15.7 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. These Terms completely replace and supersede any prior agreements between you and TradingView, written or oral, in connection with the Service and Content.

TradingView:

TradingView, Inc.
470 Olde Worthington Rd. Ste 200
Westerville OH 43082

T: 888.340.6572
F: 510.217.6385
www.tradingview.com
support@tradingview.com

Denis Globa

President

Date: 30-Aug-2018

You:

beesEX
Frankenallee 155
60326 Hessen, Germany

T: +
T: +
WEB: https://github.com/beesEX
Email: admin@beesex.email

Name: Wu, Duc Tung

Title:

Date: 30-Aug-2018