



TERMS OF SERVICE

These Terms of Use (the “Terms”) govern the use of the Alpha Vantage website, application programming interface, and other properties (the “Alpha Vantage Platform”) that are operated by Alpha Vantage Inc. (“Alpha Vantage”, “we”, or “us”). These Terms apply to any person who accesses or uses the Alpha Vantage Platform (“User” or “you”). These Terms constitute a legally binding agreement between Alpha Vantage and User. Alpha Vantage and User shall individually be referred to as a “Party” and collectively as the “Parties.” Please carefully read these Terms before you access and use the Alpha Vantage Platform.

1. Definitions.

- a. **Alpha Vantage Platform.** The term “Alpha Vantage Platform” refers to the software as a service platform owned and operated by Alpha Vantage and made available to you at <https://www.alphavantage.co> and its subdomains.
- b. **Content.** The term “Content” shall mean any and all data, text, code, audio, video, audiovisual combinations, software, graphics, information, images or other materials submitted, uploaded, imported, communicated or exchanged within the Alpha Vantage Platform.

2. Grant of License.

- a. Alpha Vantage grants the right to install, use, access, display and run the software on any computer or mobile device, where applicable, that you own or control, for personal, non-commercial use, unless you and Alpha Vantage have agreed otherwise in writing, and provided that you comply with all terms and conditions of the End User License Agreement (see below).

Usage falls under “commercial use” if any of the following criteria apply to you:

- i. You intend to use the Alpha Vantage Platform for any purpose that goes beyond personal usage including investment analysis, research, testing, monitoring, and any other activities that are individual in nature

- ii. You are using the Alpha Vantage Platform as or on behalf of a corporation, firm, partnership, trust or any other association and not as an individual.
- iii. You plan to use or provide information accessed through the Alpha Vantage Platform as part of any type of commercial activity that allows individuals or entities other than User to access information directly or indirectly even if the scope of such activity falls outside of the securities industry.
- iv. You are currently employed or have an active affiliation with a financial planning advisor, insurance company, investment advisor, investment bank, money manager, registered representative, securities broker-dealer, or any owner, partner, affiliate or associated person of the preceding.

If you are interested in using the Alpha Vantage Platform for commercial purposes, please contact us at: premium@alphavantage.co

3. **End User License Agreement (“Agreement”)**. Alpha Vantage hereby grants User a non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to access and utilize the Alpha Vantage Platform pursuant to the terms of this Agreement. Access and utilization and acceptance of the EULA is effective as of the date User clicks “Get Free API Key” (the "Effective Date").
4. **Use Restrictions**. You will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Alpha Vantage Platform, Content or any software, documentation or data related to this Agreement, the Alpha Vantage Platform and developed Content. User shall only upload Content that they are authorized to share and upload onto the Alpha Vantage Platform.
5. **Intellectual Property Rights**.
 - a. **By Alpha Vantage**. Alpha Vantage shall retain all right, title and interest to the intellectual property rights to the Alpha Vantage Platform, including, but not limited to, the HTML and DHTML files, Java Script files, UI elements, graphics files, visual comps, animation files, database and files, technology, scripts and programs (in both object and source code form), and any other Content developed by Alpha Vantage to facilitate the performance of its obligations under this Agreement.
 - b. **By User** User shall retain all right, title and interest to the intellectual property rights to its data, and any other Content developed by User.

6. **License Term.** Alpha Vantage shall provide User access to the Alpha Vantage Platform indefinitely from the Effective Date of this Agreement (“Annual License Term”). This Agreement shall be automatically renewed for successive one (1) year terms thereafter (“Renewal Term”) until and unless either Party provides the other Party with thirty (30) days prior written notice to the end of the Annual License Term or the Renewal Term.
7. **Termination.** Except as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement, neither party will be liable to the other, because of such termination, for expenditures, commitments or damages caused in connection with this Agreement. Upon termination, User’s access to the Alpha Vantage Platform shall be deactivated. No refunds shall be issued upon termination of Premium Membership plans unless otherwise authorized by the Alpha Vantage Platform. The following Section survive termination of this Agreement: Indemnity.
8. **Representation and Warranties.** Each Party represents and warrants that all Content contributed pursuant to this Agreement for utilization within the Alpha Vantage Platform shall not (i) infringe on the rights associated with the copyrights, trademarks, trade secrets, patents or other intellectual property rights of any third party, or (ii) violate any statute, law, ordinance or regulation.
9. **Indemnity.** To the maximum extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Party, and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the “Indemnified Parties”) from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys’ fees and costs) as a result of any action based on a valid claim that the Content provided or contributed by the Indemnifying Party infringes another person's U.S. patent, copyright, trade secret or trademark.
10. **DISCLAIMER OF WARRANTIES:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ALPHA VANTAGE PLATFORM AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALPHA VANTAGE DOES NOT REPRESENT OR WARRANT THAT THE ALPHA VANTAGE PLATFORM OR CONTENT (I) WILL BE UNINTERRUPTED, TIMELY OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. EXCEPT WHERE PROHIBITED BY LAW, ALPHA VANTAGE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND

NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON THE ALPHA VANTAGE PLATFORM AND CONTENT.

11. **Force Majeure.** Neither Party shall be liable or responsible for any delays in performing its obligations under this Agreement as a result of any event beyond its reasonable control, including, without limitation, adverse weather conditions, internet outage or interruption of service, denial of service attack, telecommunications or power outage, fire, flood, civil disobedience, labor disruptions, strikes, lockouts, freight, embargoes, terrorism, natural disaster, war or acts of God.
12. **Severability.** The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
13. **Modifications.** No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Parties.
14. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts, without regard to or application of Massachusetts's conflict of law principles.
15. **Assignment.** Neither Party shall assign any of the rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. **No Waiver.** No failure or delay by a Party exercising any right, power or privilege under this Agreement will operate as a waiver thereof.
17. **No Agency.** No agency, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.
18. **Interpretation.** Headings are for reference purposes only and do not limit the scope or extent of such section.
19. **Notices.** Any notices to you by Alpha Vantage will be in writing and delivered electronically via email (from support@alphavantage.co)
20. **Economic Indicators APIs and Commodities APIs.** Economic Indicators APIs and Commodities APIs use the FRED® API but are not endorsed or certified by the Federal Reserve Bank of St. Louis. By using our Economic Indicators APIs and/or Commodities APIs, you agree to be bound by the FRED® API Terms of Use, which is located at: https://fred.stlouisfed.org/docs/api/terms_of_use.html.
21. **Entire Agreement.** This Agreement comprises the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, written or oral, between the Parties regarding the subject matter contained herein.