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 entity or 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.
   c. **Authorized Users.** The term “Authorized Users” refers to entities or persons employed, contracted, or otherwise affiliated with User that are authorized to access 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).

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

   b. Authorized Users shall be given access to the Alpha Vantage Platform and all other services, including all APIs, at an authorized rate limit of 5 requests per minute, with a maximum daily allotment of 500 requests.
3. **End User License Agreement ("Agreement").** Alpha Vantage hereby grants User and its Authorized Users a non-exclusive, non-sub licensable, non-transferable, non-assignable, revocable license to access and utilize the Alpha Vantage Platform pursuant to the terms of this Agreement. Access and utilization is effective as of the date User clicks to accept the EULA (the "Effective Date"). If you are accepting on behalf of a company or other legal entity, you represent and warrant that:
   i. you have full legal authority to bind User to the Agreement;
   ii. you have read and understand the Agreement; and
   iii. you agree, on behalf of User, to the Agreement.
If you do not have the legal authority to bind User, or if you do not wish to be bound by the Terms, then do not click to accept.

4. **Use Restrictions.** You and your Authorized Users 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 and its Authorized Users 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 to facilitate the performance of its obligations under this Agreement.

6. **License Term.** Alpha Vantage shall provide User and its Authorized Users access to the Alpha Vantage Platform indefinitely from the Effective Date of this Agreement through ("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.** Either Party may terminate this Agreement if either Party (i) files for bankruptcy, receivership, dissolution, liquidation or a similar proceeding, has such a proceeding instituted against it, makes an assignment for the benefit of creditors, or a trustee, conservator, or receiver is appointed for it. Upon termination, you and
each of its Authorized Users’ access shall be deactivated. 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. **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.