

Terms of Use

Last Updated: May 1st, 2015

TachVault, Inc. ("Provider") will provide you access to the Web Services (defined below) and related website, located at TachVault.com, or such other Web addresses or uniform resource locators as may be specified by the Provider (collectively, the "Site"), specifically and solely for the purposes of requesting and receiving Data (defined below) and Third Party Data (defined below). Please read carefully the following terms and conditions (this "**Agreement**") and the Privacy Policy, which may be found at [Privacy_Policy.pdf](#). This Agreement governs your access to and use of the Site, Web Services, Data and Third Party Data, and constitutes a binding legal agreement between you (referred to herein as "You" or "Customer") and Provider.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING THE CHECKBOX OR BY ACCESSING OR USING THE SITE, WEB SERVICES, DATA OR THIRD PARTY DATA, YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, WEB SERVICES and DATA. If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event; "Customer", "You" and "Your" will refer and apply to that company or other legal entity.

DEFINITIONS

- A. "Web Services" are defined as a set of software programs, interfaces and webpages, running on computers hosted at Provider sites or at third-party hosting facilities, that are accessible via the Internet as described in this Agreement and the Site.
- B. "Data" is defined as the prices and other market data that is (i) owned by the Provider and (ii) obtained by the Provider from exchanges and other sources delivered to the Customer via the Web Services and as described in this Agreement and on the Site.
- C. "Third Party Data" is defined as the prices and other data that is (i) not owned by the Provider and (ii) obtained by the Provider from exchanges and other sources delivered to the Customer via the Web Services and as described in this Agreement and on the Site.
- D. "Data Owner" is defined as a legal entity that holds ownership rights to some of the Data or Third Party Data (defined below) and is the original licensing source of such portion of the Data or Third Party Data, when such portion of the Data or Third Party Data is not in the public domain. In cases of Third Party Data, the Provider has secured redistribution agreements with the Data Owner.
- E. "Distinct Software Applications" are defined as software applications that automate substantially different business products, services, processes or functions for the Customer. The Provider reserves the right, in its sole discretion, to make a reasonable determination as to whether software applications that use the Web Services, Data or Third Party Data constitute Distinct Software Applications.

- F. “Data Exchange Format” is defined as an electronic version of the Data or Third Party Data, used for sharing the Data or Third Party Data between software applications, including, but not limited to, any application programming interface (API), any database access (e.g., ODBC, etc.), any network transmission format (e.g., EDI, SOAP, RSS, XML, etc.) and any data file format (e.g., XLS, CSV, etc.). The Provider reserves the right, in its sole discretion, to determine if a particular electronic version of the Data or Third Party Data constitutes a Data Exchange Format.

MODIFICATION

The Provider reserves the right to modify, discontinue or terminate the Site, Web Services, Data and Third Party Data, or to modify this Agreement, at any time and without prior notice. If the Provider modifies this Agreement, the Provider will post the modification on the Site or provide You with notice of the modification. The Provider will also update the “Last Updated” date at the top of this Agreement. By continuing to access or use the Site, Web Services, Data and Third Party Data after the Provider has posted a modification on the Site or has provided You with notice of a modification, You are indicating that You agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to You, Your only recourse is to cease using the Site, Web Services, Data and Third Party Data.

REGISTRATION

In order to access the Site, Web Services, Data and Third Party Data, You must register to create an account (“Account”). During the registration process, You will be required to provide certain information and You will establish a password. You agree to provide accurate, current and complete information during the registration process and to update such information so as to keep it accurate, current and complete. The Provider reserves the right to suspend or terminate Your Account if any information provided during the registration process, or thereafter, proves to be inaccurate, not current or incomplete. You are responsible for safeguarding Your password. You agree not to disclose Your password to any third party and to take sole responsibility for any activities or actions under Your Account, whether or not You have authorized such activities or actions. You will immediately notify the Provider of any unauthorized use of Your Account.

LICENSES AND DATA

Web Services License. Subject to the Customer’s compliance with the terms and conditions of this Agreement, the Provider grants to the Customer a limited, non-exclusive and non-transferable license to access and use the Web Services solely for its business purposes. This Agreement governs the Customer’s access to, and use of, the Web Services and the Site. The Customer acknowledges and agrees that but for this Agreement, the Customer would have no rights or access to the Web Services and the Site.

Rights in Data License. Subject to the Customer’s compliance with the terms and conditions of this Agreement, the Provider grants to the Customer a limited, non-exclusive and non-transferable license to access and use the Data and Third Party Data available via the Web Services solely for its business purposes.

Proprietary Rights. Subject to the limited rights expressly granted hereunder, the Customer acknowledges that the Data, Third Party Data, Web Services, Site, and/or any developments to the Data, Third Party Data, Web Services, and Site, that result from services provided to the Customer, hereunder, are proprietary in nature and owned exclusively by the Provider and/or the Data Owners. The Data, Third Party Data, Web Services, as well as the Developments, are to be used exclusively as described herein.

Restrictions on the Web Services.

- Customer may use the Web Services solely with any software application owned or licensed by the Customer.
- Customer may not use, adapt, modify, redistribute, sublicense, sell or otherwise make available any portion of the Web Services for use by software applications not owned or licensed by the Customer.
- Neither party will attempt to access, tamper with or use non-public areas of the other party's website, computer systems or technical delivery systems of the other party's providers.
- Neither party will attempt to probe, scan or test the vulnerability of any of the other party's systems or networks, or breach any of the other party's security or authentication measures.

Restrictions on the Data and Third Party Data.

- Customer may use the Data and Third Party Data solely with any software application owned or licensed by the Customer.
- Customer will not use, redistribute, sublicense, sell or otherwise make available any portion of the Data or Third Party Data in any Data Exchange Format, for use in software applications not owned or licensed by the Customer.
- Customer may not display or make the Data or Third Party Data available in any Data Exchange Format to non-employee users, including, but not limited to: vendors, contractors, partners and the general public (e.g., public websites, partner and vendor extranets, EDI applications, etc.).
- Customer may cache and store the Data and Third Party Data for use within each Distinct Software Application, provided such use is in compliance with restrictions imposed by the Data Owners. The Data or Third Party Data may not be shared between Distinct Software Applications or made available in any Data Exchange Format for the purpose of sharing between Distinct Software Applications.

Enforcement. Except as otherwise provided herein, the Customer is responsible for all of the Customer's activities occurring through its use of the Web Services.

Telecommunications and Internet Services. The Customer acknowledges that the use of the Web Services by the Customer is dependent upon access to telecommunications and Internet services.

Customer will be solely responsible for acquiring and maintaining all telecommunications, Internet services and other hardware and/or software required to access and use the Web Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing.

TERM AND TERMINATION

Term. This Agreement will commence when you click "I accept" or "I agree" and shall continue for the Free Trial. Either party may terminate this Agreement at any time during the Free Trial.

DISCLAIMER

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TACHVAULT, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE. TACHVAULT, INC. MAKES NO WARRANTY THAT: (A) THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SITE IS USED AT YOUR OWN DISCRETION AND RISK. TACHVAULT, INC. SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

TACHVAULT, INC. RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SITE AND CONTENT PROVIDED ON OR THROUGH THE SITE AT ANY TIME WITHOUT NOTICE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TACHVAULT, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE), INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE.

EXCLUSION OF LIABILITIES

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES, OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY

ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 13 AND 14, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL EFFECT.