Market Data API Supplement to the GFIS Subscriber Agreement

This agreement ("the Supplement") provides terms and conditions that supplement the GFIS Subscriber Agreement (hereafter, the "Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning given to them in the Agreement. All other provisions of the Agreement govern in matters not addressed in the Supplement.

This Supplement governs Subscriber's access to Data through the Application Programming Interface ("API") that Subscriber subscribed to through their IBKR account.

1. Use of the Data Accessed by API:

    1. The Data that Subscriber accesses through the API is provided to Subscriber for trading-related purposes only and Subscriber agrees to use the market data solely for trading-related purposes. Subscriber has a non-exclusive, non-sublicensable, non-transferable, revocable, restricted right and license to install, modify, and use the Data accessed through the API solely for trading-related purposes. Any other use of the Data accessed through the API is expressly prohibited.

    2. Without limiting the generality of the foregoing, Subscriber may access the Data through the API in order to perform analytics, enter orders, and perform other transactions or functions exclusively in connection with Subscriber's brokerage account(s) with IBKR and not for any other purpose.

2. Restrictions on Use of the Data Accessed by API:

    1. Subscriber agrees not to use Data accessed by the API to:

        1. Publish, disseminate, or redistribute the Data to any third party.

2. Assign, transfer, grant access or use, disclose or otherwise provide, in any form whatsoever, the Data accessed through the API to any third party, or display it electronically.

3. Modify, translate, reverse engineer, decompile or disassemble the Data.

4. Post the Data to a shared drive or deliver, ingest, add or upload the Data into any other system accessible by any third party.

5. Create data products based upon or derived from the Data, or use the Data to create any index or use the Data to create any other derived works that will be disseminated, published, or otherwise provided to others.

6. Use the Data for any purpose that violates any law or regulation, any underlying data agreement, any right of any person, including but not limited to intellectual property rights and rights of privacy, or in any manner inconsistent with GFIS's terms of use, privacy policy, or the Supplement.

7. Use Subscriber's access to the Data through the API to develop software applications that Subscriber wishes to: (a) sell to third-party users for a fee or provide for free, or (b) give to third-party users to generate an indirect financial benefit (e.g., commissions).

3. Subscriber Acknowledgements:

    1. The API is a mode of delivery for Data subscribed to through the Subscriber's IBKR account and is not intended to be used as a substitute for a data feed. Subscriber acknowledges and understands that there are fixed limits on the number of simultaneous data lines and other pacing limitations that are imposed.

    2. Subscriber agrees and understands that GFIS may, in its sole discretion, modify, suspend, discontinue, terminate, cancel, or revoke Subscriber's ability to access the Data through the API at any time, for any reason, with or without cause, and without prior notice to Subscriber.

    3. Without limiting the generality of the foregoing in any way, if GFIS finds that Subscriber is in violation of the terms and conditions of the Agreement or the Supplement, GFIS may terminate the Agreement and Subscribers' access to Data through the API, and GFIS may institute legal action. Subscriber further understands and agrees that failure to adhere to this Supplement may make Subscriber liable for further fees and/or fines.

4. Subscriber further agrees and understands that GFIS is not responsible for the accuracy of the Data that Subscriber accesses through the API and cannot guarantee that this Data will be identical to any/all other market data source(s) Subscriber uses.

4. Monitoring and Audit:

    1. GFIS reserves the right to monitor and audit Subscriber's use of the Data accessed through the API for any or no reason, including but not limited to any excessive or otherwise inappropriate use, as determined solely within GFIS's discretion, and Subscriber is required to promptly respond to any inquiries from GFIS regarding such usage.

    2. Subscriber agrees and understands that Subscriber is responsible for monitoring Subscriber's access to the Data through the API and, if Subscriber notices any unauthorized or suspicious activity in connection with this access, or if Subscribers' usage of the Data through the API changes, Subscriber will immediately notify GFIS by email to support@gfis.info.

5. Confidentiality: Subscriber agrees that the Data accessed using the API contains confidential information of GFIS's affiliates, and/or third-party Data Suppliers, and embodies trade secrets developed at substantial cost and expense. Subscriber will hold the Data accessed using the API in confidence for GFIS and shall employ reasonable precautions to protect it from unauthorized copying, use, or disclosure at least as protective as the precautions Subscriber uses to protect Subscriber's own proprietary, confidential, or sensitive business information, but in no event less than commercially reasonable secrecy precautions. Subscriber agrees and acknowledges that GFIS's affiliates and GFIS's licensors, such as Data Suppliers, own all right, title, ownership and interest in and to the Data accessed through the API and that the Data remains the sole and exclusive property of GFIS's affiliates and any Data Suppliers as may be the case. Subscriber's use of the API to access the Data will not confer onto Subscriber any title, ownership interest or intellectual property rights that otherwise belong to GFIS's affiliates, and/or any Data Suppliers.

By using the API to access Data, Subscriber hereby acknowledges and agrees to abide by the terms and conditions of the Agreement and the Supplement.

Subscriber understands and agrees that its electronic signature is the legal equivalent of a manual written signature.