

End User License Agreement (Terms of Use)

Please read these terms and conditions carefully before accessing the content of the website or using any services or products provided. If you do not agree with all of these terms and conditions (subject to change without notice) please refrain from accessing this website. By accessing, using, exploring, consulting the website or downloading any applet or application including java via a browser you agree to be bound by the terms and conditions of this agreement.

If you have any questions concerning this agreement or you want to contact us for any reason, please direct all correspondence to: info@seacapital.co.uk

1. Grant of License

Sea Capital LLC (hereinafter referred to as the "LICENSOR") and the End User (hereinafter referred to as the "LICENSEE") hereby agree a legally binding agreement.

Subject to the terms and conditions of the End User License Agreement (hereinafter referred to as "EULA"), the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, worldwide license for personal, noncommercial (instances of non-personal, commercial use are allowed when evidenced by a signed supplementary agreement which is deemed to be a part of Sea Capital's Terms of Use), temporary use of and access to the Sea Capital's website (including - without limitation and qualification - all the websites containing the words "Sea Capital"), all the publications, images, materials, applets including java, any other data or information it contains, Sea Capital's Market data (that consists of Sea Capital's trading platform and Order Delivery System) and any other service or product distributed by the Licensor as well as all the future updates, enhancements and sequels (hereinafter referred to as the "CONTENT"). Certain parts of the Content are expressly identified as freely available for integration and limited modification within the Licensee's website and/or associated facilities (hereinafter referred to as the "SITE") on the basis of non-commercial use. The Licensee's right to modify any offered Content part shall be limited to modifying only to fit the format, look and feel of the Licensee's website.

The Licensor reserves the right to define the limits of non-commercial use of the Content or any part thereof. The Licensor may publish the definition of non-commercial use of the Content or any part thereof on the Sea Capital website. All forms of use that fall outside this definition shall be considered as instances of commercial use.

To obtain a commercial license (when it is offered) please e-mail requests to: info@seacapital.co.uk

2. License Restrictions

The Licensee may not sell, rent, lease, sub-license, assign, lend, publish, market or in any way distribute to a third party, translate into another programming language, port, adapt, modify, reverse-engineer, decompile, disassemble, store for commercial use any part of the Content or any derivatives thereof, use source or object code or otherwise use the Content.

The Licensee may not use or access the Content or integrate any part thereof provided (in the Licensor's sole judgment) if such action may have an adverse effect on the Licensor's goodwill, reputation, trademark or public image due to use in a way that is (or integrated with materials that are) morally objectionable, violent, erotic, pornographic, sexist, racist, profane, unlawful or that give rise to civil liability.

The Licensee expressly agrees to display the Licensor's copyright or trademark notice (as stated in Section 8 "Trademark information") on the same web page that will be easily identifiable (by an objective observer) as part and parcel of any part of the Content used by the Licensee.

SEACAPITAL

The Licensee may not alter or remove any copyright or trademark notice or proprietary legend contained in or on any part of the Content. All rights that are not expressly granted in the EULA are retained by the Licensor.

3. Disclaimer

The Licensor makes no claims or representations concerning the Content. The Content is constantly being developed and provided "AS IS", "AS AVAILABLE", "WITH ALL ITS FAULTS" and - to the extent permitted by law- is offered without any covenants or any express, implied or statutory warranties including (without limitation and qualification) any warranties as to accuracy, functionality, performance, merchantability, quiet enjoyment, system integration, data accuracy, non-infringement of intellectual property rights or fitness for any particular purpose and any warranties arising from trade usage, course of dealing or course of performance.

Neither the Licensor nor any other party (including - without limitation and qualification - proprietors, management, developers, employees, officers, affiliates, agents, representatives, contractors, communications service providers or any third party) monitors, controls, or guarantees quality, accuracy, completeness, timeliness, truthfulness, reliability, absence of any virus, adequacy or availability of the Content (including but not limited to information, text, graphics, links or other items obtained through access, use, consultation or exploration of the Content) and shall have any liability, contingent or otherwise, for any direct, indirect, incidental, consequential, special, exemplary or punitive or any other damages including (without limitation or qualification) loss of profit, investment, trading losses or any other economic loss resulting from provision (or lack of provision) of the Content, regardless of cause or form of action, whether in tort, contract, strict liability, statutory liability or otherwise, and whether or not such damages were foreseen, unforeseen or foreseeable, even if the Licensor has been advised of the possibility of such damages.

Without limiting the foregoing, in the event these terms and conditions, or any part thereof, shall be held invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction the Licensee expressly agrees that the Licensor's liability shall not exceed the amount equivalent to \$1 (one US dollar).

Use of Java technology

Part of the Content involves the use of Java technology. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring failsafe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage.

No information or material in the Content is to be relied upon for the purposes of making and/or communicating (or refraining from making and/or communicating) investment decisions or any other type of transactions. The Licensee shall undertake independent research, obtain specialist advice (applicable to the Licensee's particular situation) and always refer to alternative sources of information (including - without limitation and qualification - the price quotes, market news, etc.) before relying upon any information whatsoever found in the Content. The Licensee expressly agrees that he/she has received a fair warning and assumes the entire risk of loss in using the Content.



News provided by API Providers

A number of Sea Capital's products may contain text, headlines, data, graphics and photographs (hereinafter collectively referred to as the "News") supplied by Sea Capital's Application Programming Interface (hereinafter collectively referred to as "API") providers (herein referred as "Providers"). News is the property of these providers or its licensors, and is protected by the applicable intellectual property laws. News may be used only for personal non-commercial purposes.

The news providers are entitled to stop providing News or change its content at any moment without a prior notification. The Licensee agrees not to store, copy, reproduce, distribute, transfer, publish, create its own news content based on the providers News, broadcast or otherwise disseminate the Providers content without the prior written consent of the Providers.

The providers shall not be responsible for any delay in the Licensee's receiving the News or for News containing untimely and/or inaccurate information or for News containing any omissions.

News is provided on an "AS IS" basis and the Providers and its subsidiaries, agents and licensors do not make any and hereby specifically disclaim any representations, endorsements, guarantees, or warranties, express or implied, including, without limitation, any of accuracy, timeliness, completeness, merchantability, fitness for a particular purpose, title, or non-infringement of intellectual property rights.

The Providers and their subsidiaries, agents and licensors shall not be liable for any damages other than death or injury directly related to the use of News to the extent the death or injury was caused by the Providers negligence or contingencies beyond the control of the Providers parties in procuring, compiling, interpreting, reporting or delivering News the Providers and its subsidiaries, agents and licensors shall not be liable for decisions or actions made based on the content of News.

The Providers and its subsidiaries, agents and licensors shall not be liable for any damages other than direct damages, including, but not limited to, any indirect damages, even if they have been advised of such a possibility.

In no event will the liability of the Providers and its subsidiaries, agents and licensors arising out of any claim related to this agreement or the subject matter hereof exceed the aggregate amount paid by its licensed distributor in the twelve (12) months immediately preceding the event giving rise to such claim.

The site translations

The English version is the original version and the Licensor shall not be responsible for any erroneous, inadequate, or misleading translations from the original version in to other languages.

4. Indemnification

The Licensee expressly agrees to indemnify and hold the Licensor and/or any other third party harmless from any claims, fees (including - without limitation and qualification – legal fees), liability, losses resulting from provision (or lack of provision) of the Content, breach of EULA provisions, or third party rights (including - without limitation and qualification - intellectual property rights).



5. Residence and Legal Restrictions

Content provision is not aimed at residents of jurisdictions from which for whatever reason the access to and use of Content or any part thereof is either prohibited or strictly regulated (e.g. USA). The Licensee subject to such restrictions may not access and use the Content or any part thereof.

Due to the plethora of international regulations and their constant increase, inability of small internet businesses to comply with all regulatory requirements of various legal systems around the world shall not be construed as wilful act and is purely coincidental.

6. Price Quotes

The quotes are a result of an original form of data compilation and high degree of creativity based on implementation of a statistical method which is unique. The quotes provide the Licensee with a new type of real-time data feed with original properties in terms of format, frequency, noise elimination, etc. and represent a novel and creative solution for the new generation of automatic intelligent trading systems.

The names of the stock-exchanges (e.g. NYSE, NASDAQ) are used within the Content solely to inform the Licensee where a particular instrument can be traded. No stock exchange provides the Licensor with market data unless expressly stated to the contrary.

The quotes represent a range of values resulting from an award-winning and patented method of market data filtration by Sea capital's API provider(s). The filtration is performed by monitoring and processing the data obtained from the traders using Sea Capital's Market trading platform through data received from its API providers, and also by comparison of the received information with the data obtained from the alternative sources. The actual value achieved is an optimum price forecast for a ten-second period. In determining the forecast the ever fluctuating market prices were tamed by the method of data processing that reduces price noise effects.

The Licensee that consults the price quotes expressly agrees to arrange and use simultaneous access to the alternative sources of market data. Only being able to compare the quotes provided with the same quotes from the alternative sources the Licensee can ascertain that he/she is presented with an objective view of the market.

7. Ownership of Information

Publications, any other information including (without limitation and qualification) images of people or places displayed in the Content are either the property of the Licensor or used with permission.

The Licensee or other third parties shall not use such information without a prior written consent. Improper use of this information may violate communications regulations and laws pertaining to privacy and intellectual property rights.

8. Trademark Information

All trade and service marks, logos and any other marks, whether registered or unregistered, shown in the Content are the property of their respective owners. Except as expressly specified in these terms and conditions, nothing contained herein shall be construed as conferring by implication, estoppels or otherwise any license or right under any patent, trade secret, trademark, copyright or any proprietary rights of the Licensor or any third party.



By integrating any part of the Content within the Site, the Licensee expressly agrees to include the following acknowledgement on the same web page that will be easily identifiable as part and parcel of any part of the Content used by the Licensee: "Powered by Sea Capital and/or through its API providers."

When writing about, quoting, mentioning or otherwise referring to any part of the Content (or the statistical or analytical method of data processing used) in any written form or Site, the Licensee expressly agrees always to use the words "Sea Capital" (starting with the capital letter, scripted in italics and including USPTO registered trademark symbol if applicable). The trademark shall be used as a descriptive adjective.

When making references to Content, the names of the authors and the titles of the sources shall be immediately followed by the only words "Sea Capital" (starting with the capital letter, and including USPTO registered trademark symbol if applicable).

The breach of the aforementioned provisions will be considered by the authors as the breach of their intellectual property rights.

9. Links to other websites

The Licensor is neither affiliated with nor sponsored by any company, stock-exchange or any other organisation mentioned in the Content unless expressly stated to the contrary. No website referred or hyper-linked to within the Content is affiliated with, sponsored or promoted by the Licensor unless expressly stated to the contrary.

The Licensor has not reviewed all of the sites which are linked to or from its website, and the fact of such links does not indicate any approval or endorsement of any material contained on any linked site. The Licensor is not responsible for the contents of any site linked to it; and the Licensee's connection to any such linked site is at the Licensee's sole risk.

10. Use of Demos

Demos (when available) shall be used by the Licensee only for the purposes they are offered and in strict accordance with the instructions given, their use and availability may be limited in time.

11. Misuse of "Sea Capital's" technology by Third Parties

The Licensor shall not be held responsible for any misuse of "Sea Capital's" technology by the third parties including (without limitation and qualification) any type of activity that gives rise to legal liability. The Licensee that has accessed and used the Content or any part thereof via a third party website or associated facilities shall do so at the Licensee's sole risk. The Licensor does not and cannot monitor, endorse, influence or control third parties' websites or the services they offer.

12. Clients of Brokers registered with the Licensor

The Licensee that has accessed and used the Content via a contract with a broker registered and/or connected via an API, with the Licensor shall be bound by "Sea Capital's" Terms of Use. In accordance with Brokerage and the Use of Trading Platform (Software) Agreement in addition to other requirements - Section 3 "Disclaimer" has to form a part of the Licensee's contract with such broker.

Please report any violation of this agreement to the Licensor.



13. Termination of Use

The Licensor, in its sole discretion, reserves (among others) the right to change, refuse or discontinue the provision of the Content to the Licensee without offering any reason. If the Licensee breaches any EULA provision the agreement shall be automatically terminated.

Termination of EULA is subject to Section 23 "Severability".

14. Bankruptcy

In case of bankruptcy the Licensor shall have the right to reject any license agreement thereby terminating all the Licensees' rights under it. Any legal provision in applicable jurisdiction that has the effect of preserving the Licensee's rights is expressly excluded.

15. Information

The Licensee expressly agrees that the Licensor will treat all communications from the Licensee including (without limitation and qualification) data, questions, comments, suggestions or submissions as non-confidential and non-proprietary. The communications may be used for any purpose including (without limitation and qualification) reproduction, transmission, disclosure, publication, broadcast, and posting. The Licensor may use, without obligation to the Licensee of any kind, any ideas, suggestions, concepts, techniques, or "know-how" contained in the Licensee's communications, for any purpose whatsoever, including (without limitation and qualification) developing, manufacturing and marketing products and services.

16. Privacy

The Licensee authorises the Licensor to disclose the Licensee's confidential information when it is necessary for business purposes (e.g. to set up the Licensee's account), required by law, court order or regulatory authorities. For further details see the Privacy Policy Statement. If the Licensee chooses not to register and provide personal information, the Licensee will still be able to use most of the Content. However, the Licensee will not be able to access the area or facilities within the Content that require registration.

17. Enforcement Right

The Licensor may at its sole discretion resort to legal proceedings and/or other lawful means to enforce the Licensee's compliance with this agreement. Failure to do so does not constitute a waiver of the Licensor's rights.

18. Jurisdiction

The EULA shall be governed by and construed in accordance with the law of England as the sole and exclusive governing law. Solely for the benefit of the Licensor, any disputes arising out of or in connection with these terms and conditions will be resolved exclusively by the Courts of England.

The Licensee expressly agrees to submit to the jurisdiction of such Courts for all purposes. This provision, however, shall not prevent the Licensor from launching a legal action in other relevant jurisdiction.

If the Licensee does not resort to legal proceedings within one year (365 days) after the cause of action arises the Licensee forfeits his/her right to have the Licensee's case heard before a court of law and is left without a remedy.



19. Force Majeure

The Licensor's failure to provide the Content and perform any of its contractual or legal obligations as a result of conditions beyond the Licensor's control such as (without limitation and qualification) war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Licensor's legal obligations.

20. Taxation

The Licensee shall pay all applicable taxes and withholdings on transactions that may occur using the Content or any part thereof. The Licensor shall not be held responsible for the Licensee's tax evasion.

21. Security

Once the Licensee has registered with the Licensor, the Licensee is solely responsible for the safekeeping of the Licensee's registration details and may not permit third party use of the Licensee's username, password or Personal Identification Number (hereinafter referred to as "PIN").

22. Miscellaneous

This is the exclusive and entire Agreement that supersedes all other representations oral and written. If any provision of the EULA is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed only to the extent necessary to make it enforceable, the remaining provisions of this Agreement shall remain in effect.

23. Severability

All sections with the exception of Section 1 "Grant of License" shall survive the termination of the EULA and apply - to the extent permitted by law- in perpetuity.

Technical Recommendations

The Content with all its facilities may only be used provided certain hardware and system recommendations have been met:

- (i) Operating System: Microsoft Windows XP/ Vista /Windows 7 (both 32 and 64 bit versions);
- (ii) Browser: IE 7.0 or higher (Browser must be JavaScript enabled);
- (iii) Internet connection: 256Kb/s or higher;
- (iv) CPU: 2.6GHz or higher;
- (v) RAM: 128Mb or higher;
- (vi) Website is optimised for a Screen Area of 1280x1024 pixels (will function at 1024x768) or higher and 256 colours or higher (true colour recommended).
- (vii) Your browser should support SSL connections with at least 128 bit encryption.