End User License Agreement
Tulip trading bot

License scope

Tulip HFT hereby grants to the rightful acquirer ("you") of Tulip trading bot ("the Software") a right to use this Software.

This license is personal. The Software may be installed on an unlimited number of computers, but only an authorized user (or the authorized number of users) may actually use the Software. This license is subject to the terms of this agreement.

It is expressly forbidden to:
- reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law;
- provide copies of the Software to third parties;
- sublicense the Software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
- modify the Software, except to the extent permitted by mandatory law;
- remove indications of Tulip HFT as copyright holder of the Software or to remove or render illegible any part thereof.

You may make a backup copy of the Software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original Software.

Intellectual property

All right, title and interest to the Software, the accompanying documentation and all modifications and extensions thereto rest and remain with Tulip HFT. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the Software in any other manner.

Consideration

You are solely responsible for installation and usage of the Software. The documentation will provide recommended requirements for the hardware and Software environment.

The usage right is subject to payment of a one-time license fee, due when the Software activation key is being ordered. Within 6 months after the payment of the one-time license fee, you have the right to install updates of the Software without additional costs. After these 6 months, you have the right to install updates of the Software after paying the service costs as specified in the section "Updates".

In case you order the Software via the website, Tulip HFT will register certain of your personal data. In addition to the data requested in the registration form the IP-address from which the registration is undertaken is recorded, as well as information regarding the Software.

In case you order the Software via email, Tulip HFT will register the requested personal data only.

This personal data is only used for the execution of the license agreement and related purposes such as the making of related offers or notifications of available updates.

Personal data will be deleted when it is no longer necessary for execution of this agreement, unless applicable law demands that the data is retained for a longer period. Consult the privacy policy of Tulip HFT referred to during registration.

Use of the Software additionally requires activation. After payment of the one-time license fee, you will receive an activation key at the given email address. Activation takes place during installation and after entering a valid activation key.

To complete activation the Software performs an activation protocol via the internet with a server. Therefore a stable internet connection is required.

For 14 days after the activation of the Software, you have the right to terminate this agreement and to request a refund without any reason. The request can be made by contacting Tulip HFT by email. Refunds will be made within 14 days after the request and only in the currency in which you paid the one-time fee.

Updates
Tulip HFT from time to time releases updates that address bugs or improve the functioning of the Software.

To learn about the latest updates, consult the website of Tulip HFT. No liability is accepted for any damage caused by bugs addressed in an update not installed by you. Tulip HFT may also inform you about the latest updates by email.

An update may provide terms additional to the terms of this agreement. You will be informed in advance if this is the case and you will have an opportunity to refuse that update. By installing such an update you accept the additional terms, which then become part of this agreement.

Updates may be installed at no additional costs only in the first 6 months after payment of the one-time license fee. After the first 6 months, you may install updates for a limited period of time after the payment of the subscription fee. The subscription fee will be specified on the website of Tulip HFT.

Support

For a period of 6 months after the payment of the one-time fee, Tulip HFT shall provide you with a reasonable level of support through its website and/or e-mail (or other communication channels announced to you). Tulip HFT however does not guarantee that all requests for support or bug reports are taken into consideration.

Guarantees and liability

Tulip HFT guarantees that the carrier on which the Software is supplied, shall function in accordance with expectations for a period of 90 days after receipt (and will replace the carrier free of charge if not); that the Software substantially operates as described in the documentation; that the Software contains no viruses, backdoors or malicious routines; that the Software violates no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the Software; but nothing else.

Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above Tulip HFT is not liable towards you, regardless of ground, for any damages in connection with the Software.

No liability exists in case damages were not reported timely after discovery to Tulip HFT. In addition no liability exists if the cause of damage is beyond the control of Tulip HFT.

Term of the agreement

This agreement enters into force when you start use of the Software and remains in force until terminated.

The agreement may be terminated by both you and Tulip HFT at any time by providing one month's notice. Tulip HFT has the right to terminate this agreement without providing notice:
  • in case the license or activation key is sent, announced or published to others; or
  • in case you fail to meet the obligations under this agreement;

This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.

After termination of the agreement (regardless of reason) you must cease all use of the Software. In addition you must remove all copies (including backup copies) the Software from all computer systems under your control. After termination Tulip HFT has the right to deactivate the activation key.

Miscellaneous terms

Dutch law applies to this end-user license agreement.

Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of Tulip HFT.

A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

Tulip HFT may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to the Software from her.

You are permitted to assign the Software and your rights and obligations under this agreement to a third party, provided you inform Tulip HFT in writing of the assignment and delete all copies of the Software in your possession. The assignee must commit towards Tulip HFT to the terms of this agreement.