API Agreement
Elite Crescent Capital
February 2022

Elite Crescent Capital
API Agreement

1. DEFINITIONS:

1.1 "API" refers to the Application Programming Interface provided by Elite Crescent which allows the user to interact with and access our trading platform and services through their own software applications or systems.

1.2 "API Agreement" means the terms and conditions outlined in this document, which govern the user's access and use of the API.

1.3 "Account" refers to the user's trading account with Elite Crescent.

1.4 "Trading Venue" refers to any regulated exchange or platform where financial instruments are traded.

1.5 "Liquidity Provider" refers to any third party that provides bid and ask prices for financial instruments to ensure a liquid and orderly market.

1.6 "Algorithmic Trading" means the use of computer algorithms to automatically generate and execute trade orders without human intervention.

1.7 "Limits" refer to the restrictions and controls imposed on trading activities, which may include order size, order-to-trade ratio, and other risk management measures.

1.8 "Orders" refer to the instructions given by the user to buy or sell a financial instrument via the API.

1.9 "Pre- and Post-Trade Risk Controls" refer to the measures implemented to monitor and manage the risks associated with trading activities before and after the execution of orders.

2. COMMENCEMENT AND UPDATES:

2.1 Commencement: This API Agreement comes into effect upon your acceptance of these terms and conditions, as indicated by your registration for and use of the API. By using the API, you acknowledge that you have read, understood, and agree to be bound by this API Agreement.

2.2 Updates: Elite Crescent reserves the right to modify, update, or amend the API Agreement at any time and at its sole discretion. We will notify you of any material changes by posting the updated terms on our website or by sending an email to your registered email address. Your continued use of the API following such notification constitutes your acceptance of the updated terms. If you do not agree to the changes, you must immediately cease your use of the API and notify us in writing.

2.3 Local Regulations: You acknowledge and agree that your access to and use of the API may

be subject to local laws and regulations applicable to your jurisdiction. You are responsible for ensuring compliance with any applicable local laws and regulations in relation to your use of the API. Elite Crescent will not be held liable for any violation of local laws and regulations arising from your use of the API, and you agree to indemnify and hold Elite Crescent harmless from any claims or damages resulting from such violations.

2.4   Amendments to this Agreement: Elite Crescent reserves the right to amend, modify, or update this API Agreement at any time and in its sole discretion. Any changes to this Agreement will be effective upon posting the revised version on Elite Crescent's website or notifying you through other appropriate means of communication. Your continued use of the API following the posting or notification of any such amendments constitutes your acceptance of the updated Agreement. If you do not agree to any changes made to this Agreement, you must immediately cease all use of the API and terminate this Agreement in accordance with the termination provisions set forth herein.

3.   CONFORMANCE TESTING

3.1   Testing Requirements: Before utilizing Elite Crescent's API for live trading or other production purposes, you must conduct thorough conformance testing to ensure proper functionality, compatibility, and compliance with Elite Crescent's requirements and any applicable laws and regulations. You are responsible for performing all necessary tests and should notify Elite Crescent if any issues arise during the testing process.

3.2   Test Environment: Elite Crescent may provide a separate test environment for you to conduct conformance testing. The test environment is intended for testing purposes only and should not be used for any production, trading, or other live activities.

3.3   Test Results: You must provide Elite Crescent with the results of your conformance testing upon request. Elite Crescent reserves the right to require additional testing or modifications to your systems or algorithms if, in its sole discretion, it deems necessary to ensure proper functionality, compatibility, or compliance.

3.4   Updates and Modifications: In the event of updates or modifications to the API, Elite Crescent may require you to repeat conformance testing to ensure continued compatibility and compliance. Failure to complete such testing may result in suspension or termination of your access to the API.

4.   DUE DILIGENCE ASSESSMENTS:

4.1   Due Diligence Requirements: As a user of Elite Crescent's API, you may be subject to periodic due diligence assessments to ensure compliance with applicable laws, regulations, and Elite Crescent's policies and procedures. You agree to cooperate fully with any such assessments and provide any information reasonably requested by Elite Crescent or its authorized representatives.

4.2   Information Requests: Elite Crescent may, at its discretion, request information regarding your systems, algorithms, risk management practices, and other aspects of your API usage. You agree to provide accurate and complete information in a timely manner in response to such requests.

4.3   Remediation: If Elite Crescent identifies any deficiencies or areas of concern during a due diligence assessment, you agree to promptly address and remediate such issues to the satisfaction of Elite Crescent. Failure to do so may result in suspension or termination of your access to the API.

4.4   Ongoing Compliance: You are responsible for continuously monitoring and ensuring compliance with all applicable laws, regulations, and Elite Crescent's policies and procedures while using the API. You agree to promptly notify Elite Crescent of any changes in your compliance status or if you become aware of any potential violations or non-compliance issues.

5.   LIMITS:

5.1   General Limits: Elite Crescent may impose limits on your use of the API, including but not limited to limits on the number of requests per second, the number of transactions per day, or any other limits deemed necessary by Elite Crescent to maintain the stability, security, and performance of its systems and services.

5.2   Algorithmic Trading Limits: If you engage in Algorithmic Trading using the API, Elite Crescent may impose additional limits, such as limits on the ratio of unexecuted orders to transactions, the rate of execution of orders, or the implementation of Pre- and Post-Trade Risk Controls, as deemed necessary to ensure compliance with all applicable laws, regulations, and to maintain orderly trading conditions.

5.3   Trading Venue and Liquidity Provider Limits: You acknowledge and agree that Trading Venues or Liquidity Providers may impose their limits on Algorithmic Trading techniques, which may include limits on order quantity, tick sizes, or other actions deemed necessary to maintain orderly trading conditions. Such actions taken by Trading Venues or Liquidity Providers may impact the execution of your orders.

5.4   Changes to Limits: Elite Crescent reserves the right to modify, add, or remove any limits at any time, at its sole discretion. You are responsible for monitoring and adhering to any limits imposed by Elite Crescent, Trading Venues, or Liquidity Providers.

5.5   Consequences of Exceeding Limits: If you exceed any limits imposed by Elite Crescent, Trading Venues, or Liquidity Providers, your orders may be delayed, executed partially, amended, or cancelled. In addition, Elite Crescent may, at its discretion, suspend or terminate your access to the API for exceeding such limits.

6.   SUPPORT:

6.1   General Support: Elite Crescent will provide support for the API during its normal business hours. Support requests should be submitted through the designated support channels, such as email, online helpdesk, or other specified methods. Elite Crescent aims to respond to support requests within a reasonable time frame but does not guarantee specific response times.

6.2   API Documentation: Elite Crescent will make available the API documentation, which outlines the features, functionality, and usage guidelines for the API. You are responsible for reviewing and understanding the API documentation before using the API.

6.3   Maintenance and Updates: Elite Crescent may, from time to time, perform maintenance or updates to the API to enhance its performance, security, or functionality. Elite Crescent will use reasonable efforts to provide advance notice of any scheduled maintenance or updates that may impact your access to or use of the API. However, Elite Crescent reserves the right to perform unscheduled or emergency maintenance or updates without prior notice when necessary.

6.4   Limitations on Support: Elite Crescent is not responsible for providing support for issues arising from your implementation, integration, or use of the API that are not directly related to the API itself. This includes, but is not limited to, issues related to your software, hardware, network, or third-party tools or services. Elite Crescent may, at its discretion, provide assistance with such issues, but is under no obligation to do so.

6.5   Support for Third-Party Services: If the API is provided to you by a distributor or other third party, support for the API may be subject to a separate third-party agreement. In such cases, you may need to contact the relevant third party for support related to their services.

7.   USING OUR API

7.1   API Access: Subject to your compliance with this Agreement, Elite Crescent grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the API solely for the purpose of developing, testing, and integrating your applications or services with Elite Crescent's products or services.

7.2   API Keys: To access and use the API, you may be required to obtain and use API keys or other authentication credentials. You must keep these credentials secure and confidential, and you are responsible for all activities that occur using your API keys, whether authorized by you or not.

7.3   Restrictions on Use: You agree not to use the API for any purpose that is unlawful, abusive, harassing, threatening, or otherwise prohibited by this Agreement. You will not attempt to reverse engineer, decompile, or disassemble the API, nor will you use the API to develop any competing products or services.

7.4   Usage Limits: Elite Crescent may impose reasonable usage limits on your access to the API, including limits on the number of requests, bandwidth, or other resources. You agree to abide by these limits and not to circumvent or attempt to circumvent them.

7.5   Monitoring: Elite Crescent may monitor your use of the API to ensure compliance with this Agreement and to improve the API's performance and functionality. You agree to provide Elite Crescent with any information, assistance, or access necessary for such monitoring.

7.6   Security: You are responsible for implementing appropriate security measures to protect your applications and systems that access the API, as well as any data transmitted to or from the API.

7.7   Compliance with Laws: You agree to use the API in compliance with all applicable laws, regulations, and third-party rights, including privacy and data protection laws. You also agree to obtain all necessary consents, permissions, or licenses required for your use of the API.

7.8   Suspension or Termination of Access: Elite Crescent reserves the right to suspend or terminate your access to the API at any time and for any reason, including but not limited to, breach of this Agreement, excessive usage, or misuse of the API.

8.   ALGORITHMS

8.1   Algorithmic Trading: If you engage in Algorithmic Trading using our API, you acknowledge and agree that you are responsible for the development, implementation, and management of your algorithms and for ensuring their compliance with all applicable laws, regulations, and this Agreement.

8.2   Risk Controls: You agree to implement and maintain appropriate risk controls, including Pre- and Post-Trade Risk Controls, to prevent errors, unauthorized access, or other adverse events in connection with your Algorithmic Trading activities.

8.3   Elite Crescent Rights: Elite Crescent reserves the right to: (a) review and approve your algorithms before you use them for Algorithmic Trading; (b) take any action we deem necessary in connection with your Algorithmic Trading or any orders generated by your algorithms to ensure compliance with applicable laws and regulations, at our sole discretion; and (c) suspend or terminate your access to the API if we determine, in our sole discretion, that your Algorithmic Trading activities violate any applicable laws, regulations, or this Agreement.

8.4   Trading Venue Limits: You acknowledge and agree that trading venues or liquidity providers may impose limits on Algorithmic Trading techniques, which may include: (a) implementing and maintaining limits on the ratio of unexecuted orders to transactions; (b) decreasing the rate of order execution; (c) imposing Pre- and Post-Trade Risk Controls, including controls filtering order price and quantity; (d) implementing and maintaining limits on the minimum tick size that may be executed on the trading venue; and/or (e) taking any other action necessary to maintain orderly trading conditions.

8.5   Such actions taken by a trading venue or liquidity provider may cause your orders to be delayed, executed, partially executed, amended, or cancelled.

9.   THIRD PARTIES

9.1   Third-Party Providers: Where our API is provided to you through a distributor or other third-party provider, the signup and use of those services may be subject to separate third-party agreements. In such cases, you will remain bound by this API Agreement.

9.2   Conflicting Terms: If there is any conflict between the terms of this API Agreement and the terms of a separate third-party agreement, the terms of this API Agreement will take precedence, unless explicitly stated otherwise in the third-party agreement.

9.3   Responsibility for Third-Party Services: You acknowledge and agree that Elite Crescent is not responsible for the availability, accuracy, security, or performance of any third-party services or applications that you access or use in connection with our API. You are responsible for reviewing and accepting the terms of use and privacy policies of any third-party services or applications before using them.

9.4 Third-Party Integration: If you choose to integrate our API with any third-party services or applications, you are responsible for ensuring that such integration complies with all applicable laws, regulations, and the terms of this API Agreement.

10. CHARGES

10.1 API Access and Usage Fees: You are responsible for any fees associated with accessing and using our API, including but not limited to subscription fees, data usage fees, or other charges. A list of current fees and charges can be found at https://www.elitecrescent.com/.

10.2 Market Data Fees: If applicable, you may also be responsible for market data fees associated with the use of our API. Detailed information on market data fees can be found at https://www.elitecrescent.com/.

10.3 Payment Terms: All charges and fees are payable in accordance with the payment terms specified on our website or in any applicable invoice. You agree to pay all fees in full and without any set-offs or deductions.

10.4 Taxes: You are responsible for any taxes, duties, or other government-imposed charges arising from your use of our API, including but not limited to sales, use, or value-added taxes. You agree to pay any such taxes, duties, or charges in addition to the fees for our API.

10.5 Changes to Fees: We reserve the right to change our fees and charges at any time. We will provide you with at least 30 days' notice of any such changes by posting an updated fee schedule on our website or by notifying you directly. Your continued use of our API after the effective date of any fee changes constitutes your acceptance of the new fees.

11. PERFORMANCE

11.1 No Warranty: We do not warrant that the operation of our API will be uninterrupted or entirely error-free. Additionally, we do not give any guarantee as to the accuracy, suitability, reliability, completeness, or performance of our API.

11.2 "As Is" and "As Available" Basis: You acknowledge and agree that our API is provided by us on an "as is" and "as available" basis without any representations or any kind of warranty made (whether express or implied), to the extent permitted by law, including warranties of non-infringement, satisfactory quality, fitness for purpose, merchantability, compatibility, security, and accuracy. You use our API at your own discretion and risk.

11.3 Limitation of Liability: Our API is not immune to failure and may from time to time fail to operate satisfactorily or at all. To the extent permitted by law, we will have no liability to you in relation to any loss that you suffer as a result of any delay, defect, or failure in the whole or any part of our API, provided that the occurrence of the delay, defect, or failure was beyond our reasonable control.

11.4 Disconnection: Where you have been disconnected from the API for any reason due to our systems, through a fault or deliberate change in your external application, you accept that all your Orders given before you were disconnected will remain active and may be executed.

11.5   Reporting Issues: In the event of a delay, defect, or failure in the whole or any part of our API, you should immediately notify us to report such delay, defect, or failure.

12. TERMINATION

12.1   Suspension: We may, acting reasonably, suspend your Account at any time if your trading activity or conduct is such that we believe it has or is likely to impair the integrity, functionality, speed, or reliability of any Trading Platform or compromise, impair, restrict, or prevent the ability of the Trading Platform to operate a fair and orderly market.

12.2   Termination: We may, acting reasonably, terminate your Account if your trading activity is deemed to be disruptive to the operation of a Trading Platform or Liquidity Provider and you have failed to correct this behavior following a notice from us. We additionally reserve the right to terminate your access to or use of our Account if we determine, in our sole discretion, that you have in any way breached our Agreement.

12.3   Termination by User: You may terminate this Agreement at any time by providing written notice to us, subject to the settlement of any outstanding transactions, fees, or charges.

12.4   Effect of Termination: Upon termination of this Agreement, you must immediately cease using our API and delete any data, information, or software obtained from or through our API. Any provisions of this Agreement that, by their nature, should survive termination will continue in effect after termination, including but not limited to intellectual property rights, limitation of liability, and governing law and jurisdiction clauses.

13. GOVERNING LAW AND JURISDICTION

13.1   Applicable Law: This API Agreement and each trade entered into with you are in all respects governed by the laws of England, without regard to its conflict of law principles.

13.2   Jurisdiction: The courts of England will have the non-exclusive jurisdiction to settle any disputes arising out of or in connection with this API Agreement (including a dispute or claim relating to any non-contractual obligation arising out of or in connection with this API Agreement). Each party agrees to waive any objection to the courts of England, whether on the grounds of venue or that the forum is not appropriate.

13.3   Enforcement: Nothing in this Term will prevent us from bringing proceedings against you in any other jurisdiction. You acknowledge and agree that any judgment or order of a court of competent jurisdiction may be enforced, recognized, or executed in any other jurisdiction as may be necessary or appropriate.