

# OLAPTrader LLC - Terms and Conditions



This is a legal agreement between you (either as an individual or as an authorized representative of your employer) and OLAPTrader LLC. By purchasing a subscription to one of our products from this site or via an intermediary such as AWS, you agree to all of the terms of this Agreement.

## Support

You may contact OLAPTrader and report problems and provide suggestions regarding any of our offerings. OLAPTrader will make every effort to respond to your inquiry within 24 hours.

You may contact us using the form on our website, or at the following email address:

[mail@olaptrader.com](mailto:mail@olaptrader.com)

## Provision of Services

OLAPTrader shall make every reasonable effort to make the Data always available to the User and shall restore the services as soon as reasonably possible in the event of any interruption. OLAPTrader shall not be liable for any failure to provide the services, however, depending on the circumstances of the outage, we may offer a partial refund to our subscribers commensurate with the duration of the outage.

## Resale Prohibited

The User is permitted to store, manipulate, and analyze the OLAPTrader Data for the User's private use only.

In no event shall the User sell, resell, retransmit, redistribute, provide or permit access to any OLAPTrader Historical or EOD Technical Indicator Data to anyone with any standard subscription. In the event that a company desires to legally redistribute the data, we may be able to work together to create a private offering on AWS Data Exchange to facilitate this.

## Warranty

OLAPTrader would like to remind you that we strive to be 100% accurate, both with our base data (Ticker, Company Name, OHLC, Volume, Exchange, Currency, Country, ISIN Values, Split Info) as well as our calculated Technical Indicators/Japanese Candlesticks/Fibonacci Projections & Retracements. Our daily and historical OHLC, Volume, Metadata, Splits etc... is ingested from our EOD providers. That data

is not guaranteed to be 100% accurate due to occasional interruptions and discrepancies, and incorrect split information particularly in some of the Asian and smaller markets, such as Pink Sheets. Due to the nature of the data and the sheer number of exchanges and data feeds, it is to be understood that there will most likely be some discrepancies across all of these sources. Discrepancies between one feed and another are irrelevant insofar as generating technical indicators for trading signals. The calculated indicator values will still be accurate for any particular feed. We interrogate the incoming feed and flag data which appears to be an aberration. Later, we re-ingest data for the same exchanges, correcting and filling in gaps if necessary. Aberrations (incorrect prices and volumes caused by improper split information) are thrown out and no indicator data is calculated for that particular ticker until the data is correct. We will not be liable for incorrect source data as our EOD provider themselves are not liable for inaccuracies in these feeds.

We use well established and industry battle tested financial functions contained in C/C++ libraries - both propriety and open source - in order to calculate our Indicators, Candlesticks and Fibonacci Ratios. As such, we will not be held liable for mathematical errors derived from bugs in the original source code.

OLAPTrader or anyone affiliated with OLAPTrader will not accept any liability for trading losses or damages as a result of reliance on the information including OHLC base data or computed indicator data. Please be fully informed regarding the risks and costs associated with trading the financial markets, it is one of the riskiest investment types possible.

If one of our subscribers brings to our attention an error in our technical indicator values which we have not yet accounted for, and for which the source code is not at fault, we may provide a partial or full refund if the subscriber is no longer satisfied with our product offering. We may also correct the error and publish a revision, and reward our subscriber with a bonus offering such as a Historical Data for a different exchange, or another package such as Japanese Candlesticks or Fibonacci Projections/Retracement prices.

## **Indemnity**

The User indemnifies OLAPTrader against all and any losses, costs (including legal costs), expenses and damages, whether direct or indirect, arising from or in connection with a claim by a third party against OLAPTrader relating to Subscriptions and Data obtained by the User.

## **Severability**

If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive you or OLAPTrader of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

## **Limitation of Liability**

In no event will OLAPTrader be liable, whether in contract, tort, or otherwise, for any incidental, special, indirect, consequential or punitive damages, including, but not limited to, damages for any loss of income, savings, or revenues to the full extent such may be disclaimed by law.

## **Compliance with Laws**

You must use the Data in compliance with all applicable federal, state and local laws, including, but not limited to those pertaining to U.S. Export Administration or the export or import controls or restrictions of other applicable jurisdictions, including without limitation, restrictions on certain 'military end use' or 'military end user' [in the People's Republic of China, Russia, or Venezuela] specified in Section 15 C.F.R. § 744.21. You agree that neither you nor your licensees (if any) intend to or will, directly or indirectly, export or transmit the data to any country in violation of export restrictions.

## **Choice of Law; Venue; Limitations**

You agree that the statutes and laws of the United States and the State of Pennsylvania, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Data, and you agree that any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Northampton County, Pennsylvania, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Data must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Branding**

You are not authorized to use any OLAPTrader trademarks, brand names, or logos.

## **No Waiver**

The waiver by OLAPTrader of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

## **Entire Agreement**

This Agreement constitutes the entire agreement between you and OLAPTrader LLC regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in written form, and executed by OLAPTrader LLC.