Licensed Software End-User Agreement

March 2016
Updated March 2017

English version.

License version 1.2.

This license is settled by Petit-Trader to accompany each and every product from Petit-Trader.com.

The Customer is reading this license to agree with it at time of purchase. If the Customer does not agree, he should not proceed with the purchase.

The Customer refers to this license at all times after purchase.

Software Licensing

Last Updated: March 2017.

This End User Agreement to purchase and use a Licensed Software is a <u>legal instrument</u> governing the purchase, use and no-redistribution applicable to all software created and sold by Petit-Trader.com.

This license is <u>not</u>:

- a Free Software License nor an Open Source Software License (FOSS license);

- a non-protective FOSS license;

- a public domain license.

This is a <u>proprietary</u> license.

The Customer must:

- have read and accepted this license at time of purchase,

- bind into it at all times after purchase.

Issue & Ownership

This software is issued by Blooming IT Limited, UK Company registration 9288474 (England and Wales).

Registered office: 28-30 High Street, Guildford, GU1 3EL United Kingdom.

Correspondence email: petit-trader@runbox.com.

Should the Customer have any query regarding this license, he shall contact the seller by email prior to making a purchase.

License Granting

Blooming IT Limited grants you a revocable, non-exclusive, non-transferable, license to download, install and use the software for your personal or commercial purposes, strictly in accordance with the terms of this agreement.

This license states that the purchased artefact(s) included in one purchase can be downloaded, installed and run:

- by the Customer,

- on any number of physical hardware or virtual software when the user is the Customer,

- on any number of Metatrader distribution when the user is the Customer, if the software is

designed for Metatrader,

- on any number of live or demo Metatrader accounts.

In other words, this license is per Customer.

Restrictions on Use

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign,
- distribute, transmit, host, outsource, disclose
- or otherwise commercially exploit this software.

You will not make the software available to any third party.

These restrictions apply on:

- Source code
- Binary code (executable)
- Product documentation

Permitted modification

The product purchased is formed of one or more artefacts. When the artefact(s) are accompanied with source code, this source code may be tailored to the Customer's specific needs, by the Customer.

Furthermore, the Customer is encouraged to do so when the product will better adapt to a trading system.

Modifications are limited to tailoring the product to the specific needs resulting from the Customer's operating system, the broker's instruments, the broker's platform customisations.

Modifications do not include those which might intend to hide the product ownership.

Lifetime technical support

Lifetime technical support is guaranteed upon purchase of a software. Support is obtained through direct contact – see support page at Petit-trader.com.

No extra cost is to be payable by the Customer.

The technical advice is limited to the product itself, its settings and ideal usage.

A "fair usage policy" applies on technical requests.

The average SLA for the request is 24 hours.

Technical assistance does not normally include any analyse, problem solving or advice on other third-part software that the customer is using. However when possible and with to the best interest of the Customer, technical assistance (or by default analysis) around integration to a third-party software may be provided, at discretion of Petit-trader.com. In that case, the Customer is the solve responsible for using the advice, or not.

Code change & Product customisation

In parallel to Permitted modification and Lifetime technical support, the Customer having purchased a product may submit a request that can result in a minor code change at no charge.

No extra cost is to be payable by the Customer.

A code change may be provided as:

- a customisation to the Customer only; the upgraded code is for the Customer only and is provided to the Customer only.

- a product update / upgrade; if the minor change is analysed as beneficial to the product, a product update is issued (see next section) and the Customer has to use the new version.

The number of requests is not limited in number nor in time. However, a "fair usage policy" applies on those requests.

Free product updates & upgrades

From time to time, upon receipt of customers' feedback or as functional enhancement, the seller will publish a new version of the software.

The Customer will have the option to receive the new version at no additional cost.

If the Customer has submitted an email address at time of purchase, the Customer will be notified of the update and the procedure the receive the new version. If the Customer had not submitted contact details, then the Customer will be able to claim the free update, as long as the purchase ID and Customer details are provided to match the original sale.

8-Day Money Back Guarantee

The Customer having purchased a product is free to resign from the purchase and therefore receives a full refund, when such resignation is communicated to the seller within 8 natural days from the date of purchase (in other words, 8 x 24 hours from time of purchase).

The Customer will notify of this decision with a proof of malfunctioning, supported by explanation / evidence (it is suggested to include screenshots), using the correspondence email.

The Customer will then be offered two options:

1) Code change option:

Petit-trader.com will try offer a code change that best suits the Customer, so that the Customer is not impacted by the cost of searching for other suitable software from third parties.

Once offered, the code change is treated as any Code change request but with the highest priority.

The code change may be delivered solely for the Customer, however may likely result in a software update.

2) Refund and resignation from software licensing:

If the Customer does not want a code change, then a refund is issued. The license is then terminated. Please refer to Termination of Licensing and Infringement Information for details of Customer's liabilities.

Related agreements

By accepting this End User Agreement, the Customer also accepts the Product Disclaimer which is available at all times when browsing the website petit-trader.com.

Infringement Information

The Customer acknowledges and agrees that, in the event of a claim that the software in your possession, or your use of the software, infringes any third party's intellectual property rights, then the Customer will be responsible for the investigation, defence, settlement and discharge of the claim of infringement.

In other words, the Customer would be held responsible for legal issues arising from the infringement.

Termination of Licensing

The seller may, in its sole discretion, at any time and for any justified reason, suspend or terminate this license and the rights afforded to the Customer with or without prior notice.

Furthermore, should the Customer fail to comply with this license agreement, then this agreement and any rights afforded to the Customer hereunder shall terminate automatically, without any notice or other action. Upon the termination of this license, the Customer will cease all use of the software and uninstall it.

Limitations of Warranty

The Customer acknowledges and agrees that the software is provided on an As Is and As Available basis, and that the Customer's use of or reliance upon the software is at the Customer's sole risk.

Any software from Petit Trader is purchased for its As Is quality. The Customer is aware that he should test and optionally tailor the software to its need, especially due to the business nature of the software application.

Limitations of Liability

The profit that the Customer intends to make, is making, or has made, whether positive or negative is not part of the software functionality and is not a liability for the seller.

The Customer can refer to the Product Disclaimer, which is available at all times while browsing the website petit-trader.com, as well to a number of informative pages on the website.

Refunds / Returns

Return or refund would be acceptable only by direct contact to the seller, on proof of malfunctioning of the purchased software, after customer support has been used.

If the event of a malfunction being identified, the Customer is offered a choice between a software fix at no charge or a refund.