

viaNexus Marketplace Terms of Service - Explained

This document aims to explain viaNexus' Terms of Service – detailed here: <https://vianexus.com/terms/>

Part 1 — The Big Picture

What viaNexus does

viaNexus gives customers programmatic access to financial market data — pricing, reference data, corporate actions, and more — through APIs, feeds, and AI-agent-ready interfaces (vAST). Some of that data is ours (mainly viaNexus Core Data); some comes from third-party partners we've licensed it from (mainly viaNexus Edge Data). This agreement is what lets customers use it responsibly, and what we promise in return.

What we're both agreeing to

- **You get a license, not ownership.** We give you the right to access and use specific datasets for specific purposes — not to own, resell, or freely redistribute the underlying data.
- **Your data stays yours.** Anything you upload or send us (Customer Data) remains yours. Your personal data, but also things like lists of tickers you use to query data. We only use it to run the service for you.
- **We keep the lights on, securely.** We commit to reasonable security practices and to telling you about material changes or planned deprecations.
- **You pay for what you use.** Subscriptions, invoices, and renewal terms are straightforward and spelled out in Part 3.
- **Some things are off-limits.** You can't use the data to train AI models (without our written OK), or build an API from it and effectively compete with us.
- **Respect our partners.** They may have specific licensing clauses that are additive to what's here — so check those out in the console.
- **Disputes go to arbitration,** not court — and both sides give up the right to a jury trial or class action.

Why it's built this way

viaNexus Marketplace gives you fast, self-serve access to financial market data through APIs, feeds, and AI-agent-ready interfaces. We like builders — whether you are building for your personal use, or building for others — but the terms and prices will differ. We have set this up so you can build, test, and ship products without negotiating a custom deal for every dataset. This agreement is written to make that access clear and dependable, while protecting the data rights of the partners who make some of it possible.

Part 2 — Key Points at a Glance

Topic	What it means for you
License	Limited, non-exclusive right to use viaNexus Services and the data you're entitled to — not transferable, not sublicensable.
Your account	You're responsible for keeping it secure and telling us if it's compromised.
Restrictions	No reselling, scraping, reverse-engineering, or creating shadow accounts to dodge fees.
AI / model training	Not allowed on Licensed Data unless we authorize it in writing. Using data through AI agents (retrieval, RAG, copilots) is fine if your entitlement allows it.
Redistribution	Is allowed, but may be limited to certain tiers and user limits. If you build a product for professional users, they will need a license most likely.
Partner terms	Some datasets carry additional licensing terms from our data partners — check the console for specifics.
Your data (Customer Data)	You own it. We use it only to run the service, support you, and meet legal obligations.
Pricing & billing	Monthly or annual subscriptions, auto-renewing, invoiced up front; disputes must be raised within 30 days.
Suspension	We can suspend access for Acceptable Use Policy violations, security risks, legal requirements, or non-payment — usually with notice, sometimes without.
Ownership (IP)	You own your data and your app. We own the platform, the data compilation, and the underlying tech.
Confidentiality	Both sides protect non-public information shared under this agreement.
Term & termination	Either party can terminate for uncured breach; you can cancel for convenience; we give 30 days' notice if we do.
Warranty	Service is provided “as is” — we don't guarantee it's error-free, uninterrupted, or investment advice.
Liability cap	Our total liability is capped at the greater of \$100 or what you paid us in the past 12 months.
Disputes	Binding arbitration in New York; no jury trial, no class actions.
Changes to this agreement	We can update it with notice; continuing to use the service means you accept the changes.

Part 3 — The Detailed Terms

1. Using the viaNexus Services

1.1 Your license. While you're subscribed, we grant you a limited, non-exclusive, non-transferable license to use the viaNexus Services and whichever datasets you're entitled to — for the purposes your subscription, Order Form, or dataset entitlement allows. If a dataset comes from a third-party partner (Edge Data), that partner's own terms (Provider Terms) apply on top of ours. If there's ever a conflict, your Order Form controls the commercial scope of what you bought, and the Provider Terms control how that specific partner's data can be used.

You need an account to use the service, and you're responsible for keeping it secure. Tell us right away if you think someone else has accessed it — we don't owe you extra accounts or refunds for unauthorized use that happens on your end.

1.2 What you can't do. You (and anyone using your application) may not:

- Resell, sublicense, or redistribute the Services or Licensed Data beyond what your entitlement allows
- Reverse-engineer or try to extract our underlying source code or technology
- Remove our proprietary notices
- Violate the Acceptable Use Policy (see Part 4)
- Create duplicate accounts or apps just to dodge fees or usage limits
- Wrap third-party tech around our IP in a way that saddles us with extra license obligations

1.3 Using viaNexus Core Data. You can use our first-party data (Core Data) as your entitlement allows — internally, in your app, for display, or for redistribution. If you're allowed to show or pass the data on to your own end users, you need to follow whatever attribution, branding, and reporting rules apply to that dataset.

1.4 Free trials. We offer free trials but at our discretion. No support is provided during a trial, and we can end it anytime, for any reason, without notice or liability. Once a trial ends, you need to stop using the Services and delete any data you received, unless you convert to a paid subscription.

1.5 Edge Data (mainly third-party datasets). Some datasets come from outside partners (Edge Data Providers). Your right to use that data is governed by the Provider Terms tied to that dataset, in addition to this agreement. By turning on an Edge Data dataset, you're agreeing to that provider's terms too. They set the pricing too by the way.

1.6 Commercial vs. non-commercial use. Pricing and rights differ depending on whether your use is commercial (building products, business use, anything for-profit) or non-commercial (personal research, managing your own personal investments, academic work). If your use grows beyond non-commercial – eg you get so rich you run a family office and manage money for other - you'll need to move to a commercial license.

1.7 Telemetry. We monitor usage (API calls, query patterns, volumes) to catch abuse or breaches of usage limits. This is handled under our Privacy Policy.

1.8 Redistribution. Just because you can access data via API, feed, or export doesn't mean you can redistribute without limits. Raw or near-identical redistribution is only allowed if your specific entitlement, Order Form, or Provider Terms explicitly say so.

1.9 Professional users. If you're passing licensed data to “Professional Users” (people using it for business, investment, or other commercial purposes), each of those users (or their firms) typically needs their own direct license with us — unless your entitlement says otherwise. You shouldn't knowingly hand data to an improperly licensed professional user, and you should reasonably cooperate with us to verify them. You can call us to discuss this and we'll be reasonable. We are reasonable people.

1.10 AI and model training. Generally you can use Licensed Data in AI workflows — retrieval, copilots, agents - unless your entitlement doesn't allow it. But you cannot use our data to train, fine-tune, or otherwise improve the weights of any AI/ML model, or build a substitute for the data itself, unless we (and, for Edge Data, the relevant provider) give written permission. Hey – everything has a price – so talk to us.

2. Your Data (Customer Data)

2.1 It's yours. You own whatever data you send us. We only use it as needed to run, secure, and support the Services, comply with law, and do what you've asked us to do.

2.2 We keep it separate. We won't hand your data to other customers or use it for anything unrelated to running the Services, except at your direction or as legally required. You're responsible for making sure you have the rights to give us any data you provide.

2.3 Sensitive data. Don't send us protected health information (why would you!), payment card data (except through STRIPE when checking out), or other highly regulated data unless we've agreed to it in writing (and, where needed, signed additional paperwork to handle it properly).

3. Third-Party Components, Data & Services

We rely on outside components (including open source) and Edge Data partners to run viaNexus. Where their terms conflict with ours, their terms govern for that specific piece. For Edge Data specifically: we handle the technology, hosting, and billing, but we don't independently verify the underlying data's accuracy — that responsibility sits with the Provider Terms and our warranty disclaimers (Section 14).

Derived data & AI outputs. You can build your own analytics, charts, reports, and AI-generated outputs (Agentic Outputs) from Licensed Data, as long as they don't let someone reconstruct or replace the underlying data. Outputs generated through our agentic platform (vAST) aren't automatically treated as prohibited “Derived Data” just because an AI created them.

4. Privacy and Security

We follow our Privacy Policy for data privacy, and we maintain commercially reasonable security safeguards — physical, administrative, and technical — to protect the Services and your data. No security program is perfect or foolproof, and we both acknowledge that.

5. Pricing and Billing

- Fees, billing cadence, and payment terms are set out in your Order Form or displayed at purchase.
- You're billed immediately on sign-up or upgrade (prorated for monthly plans), then on a recurring schedule — the 1st of the month for monthly plans, or your annual anniversary for yearly plans.
- Subscriptions auto-renew unless you cancel.
- You can upgrade anytime; downgrades and cancellations take effect at the end of your current billing period.

- Taxes are your responsibility, on top of the Fees.
- Invoice disputes must be raised in writing within 30 days of the invoice date. Confirmed billing errors are corrected via credit, not a reissued invoice. Fees are generally non-refundable, and refunds (when given) are issued as service credit, at our discretion.
- Late payments accrue interest (1.5%/month or the legal max) and you're responsible for our collection costs. We can suspend access or terminate for non-payment unless you're disputing the charge in good faith and working with us to resolve it.

6. Suspension

We can suspend, limit, or terminate access if:

- You violate the Acceptable Use Policy (we'll typically notify you and ask you to fix it first)
- A specific dataset needs to be pulled — e.g., a partner requests it, it's legally required, or there's a compliance issue (we'll try to give notice; this doesn't affect your other datasets)
- There's a security risk, unauthorized access, legal requirement, or contract breach — in these cases, we may act without notice, though we'll work with you if you're cooperating in good faith to fix the issue.

7. Intellectual Property

Neither side gets rights to the other's IP beyond what's spelled out here. You own your data and your application; we own the viaNexus platform, the data compilation, and the underlying technology — including any improvements built from feedback you give us.

We may use your name/logo to identify you as a customer (you can ask us to stop), but any case study, press release, or testimonial needs your consent first. Our brand, trademarks, and product names are ours — please don't copy or use them without written permission.

8. Data Use, Feedback & Benchmarking

- We won't use your Customer Data beyond what's needed to run and support the Services.
- If you give us feedback or suggestions, we get a broad, free license to use it in our products — with no obligation to credit you or keep it confidential.
- We may collect Usage Data (how you use the platform) to run, secure, and improve the Services, and we may share aggregated/anonymized usage data with our Edge Data partners, or identifiable usage data where a partner's licensing terms require it.
- You can't publicly share benchmark or comparison results about our Services without our written consent, unless that info is already public.

9. Technical Support

Support (if any) is governed by a separate SLA, at our discretion. We're not obligated to provide support under this agreement alone, and you're responsible for supporting your own application.

10. Deprecation Policy

If we're discontinuing or making breaking changes to a material part of the Services, we'll try to give you at least six months' notice — unless law, security, or a major technical/economic burden requires otherwise.

11. Confidentiality

Both sides agree to protect non-public information shared under this agreement — including your data, our contract terms, and your account credentials — using reasonable safeguards, and only sharing it with people who need to know on a confidentiality basis. If disclosure is legally required, we'll try to give notice first (except in routine regulatory exams). These duties last as long as your data is with us, and three years for everything else.

12. Term and Termination

- This agreement runs until either side ends it.
- **For cause:** either party can terminate if the other materially breaches and doesn't fix it within 30 days, goes out of business, or enters bankruptcy.
- **For convenience:** you can cancel anytime (subject to your subscription term); we can cancel with 30 days' notice (or sooner if required by law, security, or a partner).
- **When it ends:** access stops, unpaid fees become due, you delete our data from your systems, and we're not obligated to keep your Customer Data around afterward.
- **Retrieval right:** if you've paid what you owe, you get 30 days after termination to pull your own Customer Data — this doesn't extend your right to use Licensed Data, though.

13. Representations and Warranties

Each side confirms it has the authority to sign this agreement and will follow applicable laws. We additionally promise the Services will substantially work as described in our Documentation.

14. Disclaimer of Warranties

The Services are provided “as is.” We don't guarantee they'll be uninterrupted, error-free, or perfectly accurate — including third-party (Edge) data, which we don't independently verify. Derived/indicative metrics like the VNX Price are tools, not guaranteed-accurate feeds — they shouldn't be used as the sole basis for automated trading or investment decisions. This isn't investment advice.

15. Limitation of Liability

Neither side is liable for indirect, consequential, or punitive damages. Our total liability is capped at the greater of \$100 or what you paid us in the past 12 months for the specific service at issue — with narrow exceptions carved out by law.

16. Indemnification

- **You'll cover us** if a third party sues over your data, your misuse of the Services, unauthorized redistribution, or your own misconduct.
- **We'll cover you** if a third party sues claiming our Services (as intended to be used) infringe their IP — subject to the liability cap and standard carve-outs (e.g., if the issue comes from your own data, a modification you made, or an outdated version).

If an infringement claim comes up, our options are to get you a continued right to use the Services, modify them so they're no longer infringing, or — if neither is reasonable — terminate your access and refund the unused, prepaid portion.

17. Export Control & Sanctions

You agree to comply with U.S. and international export control and sanctions laws, and not to use the Services in embargoed countries or with sanctioned parties.

18. Changes

- We can update the Services themselves anytime; for material changes, we'll try to give reasonable notice.
- We can update this Agreement with notice (posted on our site or through the Admin Console); continued use means you accept the changes. Pricing changes get at least 15 days' notice.

19. Governing Law & Disputes

This agreement is governed by New York law. Disputes go to binding arbitration through the American Arbitration Association in New York — not court. Both sides waive the right to a jury trial and to bring or join a class action. We'll help cover arbitration costs if they'd otherwise be cost-prohibitive compared to litigation. We can still seek a court injunction for IP misuse or other serious breaches.

20. Miscellaneous

- This is the entire agreement between us, replacing any earlier versions or side discussions.
- If part of this agreement is found invalid, the rest still stands.
- Neither side loses rights by failing to enforce them once.
- We can assign this agreement freely; you generally need our consent to assign it, except to an affiliate under certain conditions.
- Neither of us is liable for delays caused by things beyond our control (natural disasters, government action, pandemics, etc.).
- We're independent businesses — this isn't a partnership or employment relationship.
- Legal notices go to support@vianexus.com (copy to legal@vianexus.com); we'll notify you via your account contact info.
- Provisions that naturally need to survive termination (like confidentiality and indemnification) continue to apply after the agreement ends.

Part 4 — Supporting Policies (Summarized)

Acceptable Use Policy

You agree not to:

- Distribute viaNexus Data as a feed, API, or export file to your end users for use outside your application (unless your entitlement allows it)
- Store or transmit infringing, unlawful, or harmful content — or viruses/malware
- Use the Services for illegal, threatening, hateful, or harmful purposes
- Scrape, crawl, or use bots to extract data beyond what's authorized
- Misappropriate anyone's identity or steal payment/account credentials
- Try to gain unauthorized access to our systems or other customers' systems

- Copy our Services, features, or interface beyond what's expressly permitted
- Build a competing product using our Services

OpenID / OAuth Additional Terms

If you use OpenID (to log into third-party sites with your viaNexus account) or OAuth (to let third parties access your viaNexus data), that's at your own risk. We can't guarantee how third parties will handle your data, and we disclaim liability for what happens once you've granted that access. Canceling your viaNexus account disables this access too.

Key Definitions (Plain-English)

- **Services:** Everything viaNexus provides — APIs, data feeds, agentic/AI access (vAST), and related tools.
- **Licensed Data:** Any data (Core or Edge) we make available to you under this agreement.
- **Core Data:** Financial/reference data that's ours, not from an outside partner.
- **Edge Data:** Premium data from third-party partners, governed by their own Provider Terms.
- **Customer Data:** Data you send us — always yours.
- **Order Form:** The document that spells out what you bought — pricing, datasets, usage rights.
- **Agentic Services / vAST:** Our framework letting AI agents and copilots access and use the data.
- **Professional User:** Someone using the data for business, investment, or other commercial/professional purposes (as opposed to personal use).
- **Affiliate:** A company under common ownership/control (50%+) with one of the parties.