STO

FIX API

Terms & Conditions

Version: 1.3
August 2018
STO Cyprus

Terms & Conditions

These Terms and Conditions(the "Agreement") , as they appear on STO's website from time to time, governs the relation between you (also referred to as "our client", "the client", you, "your" and "yourself") and STO, a trading name of **AFX Capital Markets Ltd** (also referred as "AFX", "STO", "We", "Us" "Our" or "The Company") and sets out the terms and conditions governing the use of the FIX API on your trading account (referred to as "Account") and all trading carried out in your Account with AFX Capital Markets Ltd.

1. **Interpretation:**

    FIX API means The Financial Information exchange (FIX) protocol is an electronic communications protocol initiated for international real-time exchange of information related to the securities transactions and markets.

    FIX API Connection means the connection of the Client to FIX API that will be provided by the Company.

2. **FIX API Service:**

a. STO provides Clients with a FIX API connection on AFX Fast Accounts, in accordance with the provisions of this agreement.

b. In order for the Company to provide the FIX API connection to the Client, the Client needs to agree and pay the amount of 500USD (the "Fee") per month to the Company. The Company is entitled to deduct the Fee from the Client's STO Account as identified above.

c. In the event the Client's STO Account has insufficient funds for the Fee, the Company has the right, in its sole discretion, to cease providing the FIX API connection to the Client until such time as there are sufficient funds in the Clients STO account.

d. The Fee constitutes the total monthly amount to be paid by the Client under this agreement. The Company reserves the right to amend the monthly fee upon prior written notice to the Client and agreed to in writing by both Parties.

3. **Material Changes in the Client's Information:**

    The Client will provide prompt written notice to the Company of any material change in any information provided to the Company. The Client will provide immediate written notice by overnight mail or courier service to the attention of the Company's Compliance Department in the event of any change in the Client's business status, including but not limited to bankruptcy, imposition of any administrative and/or criminal fines.

4. **Intellectual Property:**
a. All rights, titles, copyrights and other interests in and to any part of or all of the Company systems, software or technologies shall at all times remain the sole and exclusive property of the Company.

5. **Termination:**

a. This agreement may be terminated as per below:

i. Upon receipt of a 15-days written notice provided by either Party;

ii. By mutual written consent of the Parties; and

iii. If the other Party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business.

b. The Company however, may terminate this agreement without written notice to the Client immediately upon the occurrence of any of the following:

i. The client is in breach of any terms and conditions of his agreements with the Company; and

ii. Any declaration, warranty or covenant made by the Client that is not accurate or is untrue.

6. **Confidentiality**

a. The Client will keep confidential all information it receives about the Company's business and activities, clients information (the "Confidential Information") in accordance with the Company's Privacy and Cookies Policy, the appropriate EU standards and any standards in The Client's country of origin if such standards provide higher protection. The Client should notify the Company if such provisions provide contrary obligations immediately on becoming aware of such conflict. This Clause will survive the termination of this Agreement.

b. The Client will not disclose and will prevent his employees and agents (if any) from disclosing, in whole or in part the Confidential Information to any individual or entity, except with the express prior written authorisation of the Company. The Client acknowledges that the disclosure of the Confidential Information may cause irreparable damage to the Company. If a disclosure occurs, Part B will immediately notify the Company and take all steps necessary to remedy such a disclosure of the Confidential Information.

c. Each Party shall keep confidential any information such Party may acquire as the result of this Agreement regarding the business and affairs of the other Party, and shall make available to third parties only such agreements, documents and papers supplied by the other Party as may be authorized by the other Party in writing or pursuant to any order, subpoena or other process of a court or regulatory body of competent jurisdiction. Each Party shall give the other Party prompt notice of the receipt by such Party of any such order, subpoena or other process.

7. **Miscellaneous**

This agreement, including any additional documentation and information available on the Company's websites shall form part of the entire agreement between the Company and the Client.