

Any natural person, proprietorship, corporation, partnership or other entity (“Agent”) that endeavors to use materials and content of the Small Exchange, Inc. (“Exchange”) including, but not limited to, charts, data, videos and other product information, as amended, that has been or will be provided to the Agent (“Content”) for promotional purposes, must comply with this Digital Assets Terms of Use Policy (“Policy”).

The Exchange reserves the right to update the Policy from time to time and will make updates available on its website.

By using the Content in any capacity, the Agent agrees to abide by and comply with the Policy.

Use License

The Agent agrees it has:

- a non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Content in electronic form via the Internet and third-party networks (including, without limitation, telephone and wireless networks).
- a license to modify the Content which shall be limited to modifying the Content to fit the format and look and feel of the Agent’s website or other approved usage. The Exchange may provide the Agent with notice (written or emailed) of its objection, for any reasonable cause, to the Agent’s display of the Content. Upon receipt of such notice, Agent will cease such display.
- a limited, non-exclusive, royalty-free license to the Exchange’s logos, including trademarks, trade names, service marks, logotypes, or brand identifiers (collectively, “Logos”), during the term of this Agreement.

The Agent agrees that it will not in any way suggest or imply by the use of the Exchange’s Logos that it is affiliated with, endorsed or sponsored by or created in association with the Exchange except as agreed by the Exchange. Agent acknowledges that the Exchange owns all right, title and interest to the Logos. The Agent agrees not to do anything inconsistent with such ownership and all uses of the Logos will inure to the benefit of and on behalf of the Exchange.

Content Ownership

- By the Exchange. The Exchange owns all rights, title and interest to the Content and the Logos. The Agent shall not now, nor in the future, contest the validity or the Exchange’s interest in the Logos.
- By the Agent. The Agent owns all right, title and interest in any Agent property. The Exchange shall not now, nor in the future, contest the validity of the Agent’s property. The Agent has no right to grant any license or licenses with respect to Exchange Content or Logos.

Content Delivery, Selection and Updating

- The Exchange shall deliver updates, enhancements or changes to the Content with reasonable prior notice of any significant enhancements or changes that generally affect the appearance, updating, delivery, or other elements of the Content.
- Agent shall have the right to determine the Content it selects to adapt for use on its property, digital or otherwise, at any time; provided, however, that the Agent shall clearly attribute all Content used on its property to the Exchange.

- The Exchange may modify, update or terminate the Content as deemed necessary or desirable by the Exchange and the Agent shall use such Content as modified or updated or, as appropriate, terminate its use of the Content in all respects.

Requirements

The Agent agrees:

- to provide the Exchange notice of Agent's intention to use, modify, reproduce, distribute, display and transmit the Content;
- to comply with all legal requirements in connection with the use of the Content;
- that all rights in and to any of the Content not expressly licensed are reserved to the Exchange;
- not to sublicense, assign, transfer, pledge, offer as security or otherwise encumber the Content or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement; and
- not to use any of the Content in any manner or for any purpose in violation of the terms of this Agreement.

The Agent further agrees that it shall:

- not make any material misrepresentations, material omissions or misleading statements on its website or in any of its marketing materials, including without limitation, concerning its relationship with Exchange or any affiliate of Exchange;
- verify and retain back-up materials evidencing all performance claims it publishes on its website or includes in its marketing materials, including without limitation, testimonials from third parties, and
- use reasonable and accepted methods of measuring the performance of its products and services and fully explain each methodology used on its website and in all marketing materials containing performance claims.