



## SENTDEX API AGREEMENT

For the purposes of this summary and Agreement, any user of the services offered by Sentdex and Harrison Kinsley is referred to as “CLIENT.” Harrison Kinsley and Sentdex are both referred to as “Sentdex,” and sometimes explicitly. All mentions of “Sentdex” include Harrison Kinsley. The product and service being offered is access to simplified sentiment signals via an API (Application Programming Interface). “API” references the Sentdex API access, and “sentiment signals” refer to the numerical representations of sentiment supplied by the API. The Agreement between Sentdex and the CLIENT, contained under the bold heading of “Agreement” is referred to as “Agreement.”

CLIENT’s Name: \_\_\_\_\_  
(Print your name)

CLIENT’s Email: \_\_\_\_\_

## Summary

Sentdex is a small start-up being run by an individual. Services offered span from a variety of services from providing sentiment analysis historical graphs, related information to topics, and even sentiment signals for publicly traded companies using the Python programming language and natural language processing.

Sentdex offers many indications of sentiment at no charge, but also offers simple signals which can be easily plugged into programs or read by humans. These sentiment signals come with no promise, no warranty, and do not constitute as investment suggestions. These are purely sentiment signals, derived from a closed-source sentiment analysis algorithm.

The true purpose of Sentdex is to condense the massive amount of information in the world about companies, politics, and more. This API further condenses the regular sentiment analysis information, but this entire process is very costly. As a subscriber, you are paying for the costs and my time to provide the API. You are **not** paying for trading or investment suggestions. While it is useful to show the efficacy of sentiment analysis by comparing it to stock prices, there is no suggestion that you use this API for that purpose. Showing sentiment signals being used in the financial markets is merely meant to illustrate the possible efficacy of the signals, and nothing more.

You, the CLIENT, are completely responsible for your choices regarding how to use this API.

## Agreement

1. **NO WARRANTY.** There is no warranty provided with this service. The sentiment signals distributed via the API, and access to the API, is provided "AS IS," under the hope that it will be useful, but without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of fitness for a particular purpose. The entirety of risk as to the quality and the performance of the API and sentiment signals is with the CLIENT. Should the API prove to be defective, unreliable, or otherwise not as expected, the CLIENT is assuming the cost and risk that may be entailed.
2. **PAYMENT IS FOR ACCESS TO THE API.** The product and service being offered is simply to have access to simplified sentiment analysis signals. CLIENTs are not paying for trading or investment suggestions, or anything other than access to a simplification of

sentiment analysis. What CLIENTs choose to do with their access to the sentiment signals or sentiment API access is their responsibility. It is not recommended by Sentdex that the CLIENT invests or trades with sentiment signals. Comparisons of sentiment to the market are only an example of the plausible efficacy of sentiment analysis. The risk of using Sentdex for this purpose is assumed by the CLIENT.

- a. Sentiment analysis is provided free, for educational purposes, on Sentdex's main website (sentdex.com). What the CLIENT is paying for is a condensed version of this sentiment data. Payment is for access to this condensed and simplified medium that can make consumption of large amounts of data easier.
  - b. Sentiment analysis is an attempt to condense the meaning of written text to a simple, translated value that corresponds to the general feeling or opinion of the text. Sentdex.com attempts to do this, and this API attempts to further simplify this information to make it possible to consume it at a quicker rate.
- 3. Sentdex and CLIENT relationship.** Sentdex and Harrison Kinsley do not represent, or attempt to represent, any sort of financial advisor. Sentdex does not have any fiduciary responsibility to the CLIENT.
- 4. CLIENT rights with Sentdex API access.** CLIENT is given noncommercial access to the API. Any use of the Sentdex API for non-personal, commercial, use is prohibited.
- 5. RELIABILITY.** As is made clear in Section 1 of this Agreement, there is no warranty supplied with access to the API, and the free sentiment analysis offered on Sentdex.com is for educational use only. The API is a part of an automated system, which is subject to failure, mistakes, or otherwise unintended consequences. The CLIENT understands that they assume the risk of the API and Sentdex failure, and they will not hold Sentdex responsible for any costs associated with failure or reliability of the API or Sentdex.
- 6. Risk Acknowledgement, limitation of liability and Indemnification.** Sentdex and Harrison Kinsley shall not be responsible or liable for any loss or damages incurred due to any act, omission, or inaction. The CLIENT agrees to hold harmless Sentdex and hold harmless Harrison Kinsley for any damages or loss resulting from Sentdex or the API.
- 7. TERMINATION.** Both the CLIENT and Sentdex can terminate this Agreement at any time, for any reason. Termination of the Agreement results in termination of access to the API.
- 8. Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
  - a. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled through arbitration in Fort Worth, Texas.
  - b. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection with any legal or arbitration settlements.
  - c. In any action or proceeding to enforce the rights within this Agreement, the prevailing party is entitled to seek recovery of costs and attorney's fees.
  - d. Notwithstanding anything in this Agreement to the contrary, CLIENT acknowledges and agrees that, under no circumstances, will Sentdex be required to reimburse or pay for any liability and/or costs of any kind whatsoever beyond

the amount of Subscription Fees the CLIENT has paid to Sentdex during the past up to 12 months. Sentdex's and Harrison Kinsley's entire liability to the CLIENT, whether in contract, tort or otherwise, will be capped at up to the previous 12 months of Subscription Fees paid by the CLIENT.

By signing below, the CLIENT and Sentdex agree to abide by the terms of this Agreement and intend to be legally bound by it, effective at the date signed.

Signed by Harrison Kinsley, founder of Sentdex: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT Name (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Names, signatures, and dates are only required if you are signing this document by hand. If you are using Adobe's PDF reader, please e-sign the document in your area and that will suffice.