

# API Terms of Service - CMNTY Corporation (CMNTY)

Last modified: May 26, 2020

By accessing or using our API, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the API as an interface to, or in conjunction with other CMNTY products or services, then the terms for those other products or services also apply.

Under the Terms, "CMNTY" means CMNTY Corporation, CMNTY Corporation B.V. and CMNTY Holding B.V. with offices at 110 Wall St, New York, 1005 NY, United States and Kastanjelaan 400, 5616LZ, Eindhoven, The Netherlands. We may refer to "CMNTY" as "we", "our", or "us" in the Terms.

## Section 1: Account and Registration

### a. Accepting the Terms

You may not use the API and may not accept the Terms if (a) you are not of legal age to form a binding contract with CMNTY, or (b) you are a person barred from using or receiving the API under the applicable laws of the United States, The Netherlands or other countries including the country in which you are resident or from which you use the API.

### b. Entity Level Acceptance

If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

### c. Registration

In order to access certain API you may be required to provide certain information (such as identification or contact details) as part of the registration process for the API, or as part of your continued use of the API. Any registration information you give to CMNTY will always be accurate and up to date and you'll inform us promptly of any updates.

## Section 2: Using Our API

### a. Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

### b. Compliance with Law, Third Party Rights, and Other CMNTY Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the API to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with CMNTY (or its affiliates).

### c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of our API. If CMNTY assigns you API credentials (e.g. application IDs and tokens), you must use them with the API. You will not misrepresent or mask either your identity or your API Client's identity when using the API.

### d. API Limitations

CMNTY sets and enforces limits on your use of the API (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain CMNTY's express consent (and CMNTY may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact our support team for information.

#### **e. Feedback**

If you provide feedback or suggestions about our API, then we (and those we allow) may use such information without obligation to you.

#### **f. Non-Exclusivity**

The Terms are non-exclusive. You acknowledge that CMNTY may develop products or services that may compete with the API Clients or any other products or services.

### **Section 3: Your API Clients**

#### **a. API Clients and Monitoring**

Our API is designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT CMNTY MAY MONITOR USE OF THE API TO ENSURE QUALITY, IMPROVE CMNTY PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include CMNTY accessing and using your API Client, for example to identify security issues that could affect CMNTY or its users. You will not interfere with this monitoring. CMNTY may use any technical means to overcome such interference. CMNTY may suspend access to the API by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

#### **b. Security**

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

#### **c. Ownership**

CMNTY does not acquire ownership in your API Clients, and by using our API, you do not acquire ownership of any rights in our API or the content that is accessed through our API.

#### **d. User Privacy and API Clients**

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with CMNTY and third parties.

### **Section 4: Prohibitions and Confidentiality**

#### **a. API Prohibitions**

When using the API, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the API and offer it for use by third parties.
2. Perform an action with the intent of introducing to CMNTY products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the API or the servers or networks providing the API.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly permitted by applicable law.
7. Use the API for any activities where the use or failure of the API could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the API to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any CMNTY terms of service or any links to or notices of those terms.

#### **b. Confidential Matters**

1. API credentials (such as tokens and application IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. API credentials may not be embedded in open source projects.

2. Our communications to you and our API may contain CMNTY confidential information. CMNTY confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without CMNTY's prior written consent. CMNTY confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose CMNTY confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

## **Section 5: Content**

### **a. Content Accessible Through our API**

Our API may contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our API may be subject to property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### **b. Submission of Content**

Our API allows the submission of content. CMNTY does not acquire any ownership of any intellectual property rights in the content that you submit to our API through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling CMNTY to provide, secure, and improve the API (and the related service(s)) and only in accordance with the applicable CMNTY privacy policies, you give CMNTY a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the API through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our API through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

### **c. Retrieval of content**

When a user's non-public content is obtained through the API, you may not expose that content to other users or to third parties without explicit written consent from that user.

### **d. Data Portability**

CMNTY supports data portability. For as long as you use or store any user data that you obtained through the API, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from CMNTY products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

### **e. Prohibitions on Content**

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the API:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## **Section 6: Brand Features; Attribution**

### **a. Brand Features**

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of CMNTY's Brand Features (including any goodwill associated therewith) will inure to the benefit of CMNTY.

## **b. Attribution**

You agree to display any attribution(s) required by CMNTY as described in the documentation for the API. CMNTY hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display CMNTY's Brand Features for the purpose of promoting or advertising that you use the API. You must only use the CMNTY Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using CMNTY's Brand Features, you must follow the CMNTY Brand Features Use Guidelines. You understand and agree that CMNTY has the sole discretion to determine whether your attribution(s) and use of CMNTY's Brand Features are in accordance with the above requirements and guidelines.

## **c. Publicity**

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by CMNTY without CMNTY's prior written approval.

## **d. Promotional and Marketing Use**

In the course of promoting, marketing, or demonstrating the API you are using and the associated CMNTY products, CMNTY may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

## **Section 7: Privacy**

### **a. CMNTY Privacy Policies**

By using our API, CMNTY may use submitted information in accordance with our privacy policies.

## **Section 8: Termination**

### **a. Termination**

You may stop using our API at any time with or without notice. Further, if you want to terminate the Terms, you must provide CMNTY with prior written notice and upon termination, cease your use of the applicable API. CMNTY reserves the right to terminate the Terms with you or discontinue the API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### **b. Your Obligations Post-Termination**

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the CMNTY Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. CMNTY may independently communicate with any account owner whose account(s) are associated with your API Client and API credentials to provide notice of the termination of your right to use an API.

### **c. Surviving Provisions**

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

## **Section 9: Liability for our API**

### **a. WARRANTIES**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER CMNTY NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE API. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE API, THE SPECIFIC FUNCTIONS OF THE API, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE API "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## **b. LIMITATION OF LIABILITY**

WHEN PERMITTED BY LAW, CMNTY, AND CMNTY'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CMNTY, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE API (OR, IF WE CHOOSE, TO SUPPLYING YOU THE API AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, CMNTY, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **c. Indemnification**

Unless prohibited by applicable law, if you are a business, you will defend and indemnify CMNTY, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the API.
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the API by you, those acting on your behalf, or your end users.

## **Section 10: General Provisions**

### **a. Modification**

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our API. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of our API. Changes will not apply retroactively and will become effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

### **b. U.S. Federal Agency Entities**

The API was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

### **c. General Legal Terms**

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and CMNTY does not take action right away, this does not mean that CMNTY is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and CMNTY relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact CMNTY, please visit our contact page.