**SEMA Data Co-op API Terms of Service**

Thank you for using SEMA Data Co-op’s (SDC) APIAPI. By accessing or using our API, you are agreeing to the terms below"Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. Under the Terms, "SDC" means SEMA Data Co-op, with offices at 11414 West 79th Street, Lenexa, Kansas, 66214, United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "SDC" 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 SDC, or (b) you are a person barred from using or receiving the API under the applicable laws of the United States 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 theAPI 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 SDC 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 SDC 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 SDC (or its affiliates).

### g. Feedback

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

### h. Non-Exclusivity

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

## Section 3: 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 SDC 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 prohibited by applicable law.
7. Remove, obscure, or alter any SDC terms of service or any links to or notices of those terms.

### b. Confidential Matters

1. Our communications to you and our API may contain SDC confidential information. SDC 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 SDC's prior written consent. SDC 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 SDC 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 4: Content

### a. Content Accessible Through our API

Content accessible through our API may be subject to intellectual 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.

## Section 5: Publicity; Promotion

### a. Publicity

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

### b. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the API you are using and the associated SDC products, SDC 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: 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 SDC with prior written notice and upon termination, cease your use of the applicable API. SDC 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.

## Section 8: Liability for our API

### a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER SDC 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, SDC, AND SDC'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 SDC, 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, SDC, 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 SDC, 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 your use of the API.

## Section 9: 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 to this website. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be 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. General Legal Terms

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 SDC does not take action right away, this does not mean that SDC 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 SDC relating to its subject and supersede any prior or contemporaneous agreements on that subject.