

# NIA CROMS APIs Terms of Use

Thank you for developing with NIA CROMS!

By accessing or using the NIA CROMS APIs, including within a software application, website, tool, service, or product you create or offer to Subscribers (your "Application"), you are agreeing to these terms and to comply with any accompanying documentation that applies to your use of the NIA CROMS APIs ("API Terms") with NIA CROMS. You represent and warrant to us that you have read, understood and agreed and have the authority to accept these API Terms on behalf of yourself, a company, and/or other entity, as applicable. We may change, amend or terminate these API Terms at any time. You are responsible for reviewing these API Terms periodically to ensure that you are fully informed of any changes to them. Your use of the NIA CROMS APIs after any change or amendment means you agree to the new API Terms. If you do not agree to the new API Terms or if we terminate these API Terms, you must stop using the NIA CROMS APIs.

## NIA CROMS APIs License and Guidelines

- a) NIA CROMS APIs License Subject to your compliance with all of the API Terms, NIA CROMS grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the NIA CROMS APIs to develop, test, and support your Application, and allow your customers to use your integration of the NIA CROMS APIs within your Application. You may use the NIA CROMS APIs only as expressly permitted in these API Terms. Violation of these API Terms may result in the suspension or termination of your use of the NIA CROMS APIs.
- b) NIA CROMS APIs impose specific, configurable limits on amounts of calls made during a specific time period. Limits can be adjusted in the sole discretion of NIA CROMS per written notification, as needed.

- c) NIA CROMS APIs Guidelines

You may NOT:

- Use the NIA CROMS APIs to disrupt, interfere with, or attempt to gain unauthorized access to other NIA CROMS services, servers, devices, or networks connected to, or which can be accessed via, the NIA CROMS APIs (each, a "NIA CROMS Offering");
- Use the NIA CROMS APIs in a way that could impair, harm or damage NIA CROMS, the NIA CROMS APIs, any NIA CROMS Offering, or anyone's use of the NIA CROMS APIs or any NIA CROMS Offerings;
- Use the NIA CROMS APIs, or any information accessed or obtained using the NIA CROMS APIs, for the purpose of migrating other users, collaborators or stakeholders away from a NIA CROMS Offering, except in connection with use of the NIA CROMS APIs by your Application or unless expressly permitted pursuant to a written agreement between you and NIA CROMS;

- Scrape, build databases or otherwise create copies of any data accessed or obtained using the NIA CROMS APIs, except as necessary to enable an intended usage scenario for your Application;
- Request from the NIA CROMS APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for your customers to use the intended functionality of your Application;
- Use an unreasonable amount of bandwidth, or adversely impact the stability of the NIA CROMS APIs or the behavior of other apps using the NIA CROMS APIs;
- Attempt to circumvent the limitations NIA CROMS sets on your use of the NIA CROMS APIs. NIA CROMS may set and enforce increased limits on your use of the NIA CROMS APIs (e.g., further restricting and limiting the number of API requests that you may make or the number of users you may serve), in its sole discretion;
- Use NIA CROMS APIs in any manner that circumvents any technical limitations of the NIA CROMS APIs or of the accessed NIA CROMS Offering;
- Reverse engineer, decompile or disassemble, or otherwise work around technical limitations of, the NIA CROMS APIs, except and only to the extent that applicable law expressly permits, despite this limitation;
- Use the NIA CROMS APIs, or any data obtained using the NIA CROMS APIs, to conduct performance testing of NIA CROMS unless expressly permitted by a written agreement between you and NIA CROMS;
- Use the NIA CROMS APIs, or any data obtained using the NIA CROMS APIs, to identify, exploit or publicly disclose any potential security vulnerabilities;
- Request, use or make available any data obtained using the NIA CROMS APIs outside any permissions expressly granted to you and/or your customers or collaborators in connection with using your Application;
- Use or transfer any data accessed or obtained using the NIA CROMS APIs, including any data aggregated, anonymized or derived from that data for advertising or marketing purposes including (i) targeting ads, or (ii) serving ads.
- Make your Application available for use in a manner that circumvents the need for users to obtain a valid subscription, user account or license to the NIA CROMS application or service that is accessed through the NIA CROMS APIs;
- Redistribute or resell, or sublicense access to, the NIA CROMS APIs, any data obtained using the NIA CROMS APIs, or any other NIA CROMS Offering accessed through the NIA CROMS APIs; or
- Misrepresent expressly, by omission, or implication, the need for users to obtain a valid subscription/license/user account to the NIA CROMS application or service that is accessed through the NIA CROMS APIs.

You shall:

- Use reasonable care to maintain the confidentiality of your NIA CROMS APIs ID, password and account, and take reasonable precautions to prevent the inadvertent disclosure of your ID, password or account information.

## **Security**

You warrant that your Application has been developed to operate with NIA CROMS API content in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems (collectively, "Systems") must be properly configured to securely operate your Application and store content collected through your Application (including but not limited to the NIA CROMS API content). Your Application must use reasonable security measures to protect the private data of your users. We may restrict or terminate access to the APIs if your Application is operating in an unsecure manner.

## **Changes to the NIA CROMS APIs and API Terms**

WE MAY CHANGE OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE NIA CROMS APIs AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Such changes may include, without limitation, removing or limiting access to specific API(s), or setting and enforcing increased limits on your use of additions to the NIA CROMS APIs. We may also impose limits on certain features and services or restrict your access to some or all of the NIA CROMS APIs. We may release subsequent versions of the NIA CROMS APIs and require that you use those subsequent versions.

Any version of the NIA CROMS APIs designated as "preview", "pre-release" or "beta" ("Preview API"), may not work in the same way as a final version. We may change or not release a final or commercial version of a Preview API in our sole discretion.

WE MAY MODIFY THESE API TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE NIA CROMS APIs FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE API TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE API TERMS.

## **Disclaimer of Warranties; Exclusion of Liability**

NIA CROMS APIs are provided on an AS IS and AS AVAILABLE basis. Any information and material used or entered by you in connection with the NIA CROMS APIs is done at your own discretion and risk and you will be solely responsible for any damage to your System or loss, temporary or permanent, of data that results from the access to, or use or input of any such information or material, or otherwise arising out of access to, use of or inability to use, any NIA CROMS APIs.