

Termos de serviço das APIs do Google

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Obrigado por usar as APIs do Google, outros serviços para desenvolvedores e softwares associados (coletivamente, "APIs"). Ao acessar ou usar nossas APIs, você concorda com os termos abaixo. Em caso de conflito entre estes termos e quaisquer termos adicionais aplicáveis a uma determinada API, os termos adicionais prevalecerão. Coletivamente, nos referimos aos termos abaixo, a quaisquer termos adicionais, aos termos contidos na documentação da API e a quaisquer políticas e diretrizes aplicáveis como os "Termos". Você concorda em cumprir os Termos e que eles regem seu relacionamento conosco. Portanto, leia todos os Termos atentamente. Se você usar as APIs como uma interface para, ou em conjunto com, outros produtos ou serviços do Google, os termos desses outros produtos ou serviços também se aplicam.

De acordo com os Termos, "Google" significa Google LLC, com sede em 1600 Amphitheatre Parkway, Mountain View, Califórnia 94043, Estados Unidos, a menos que seja estabelecido de outra forma em termos adicionais aplicáveis a uma determinada API. Podemos nos referir ao "Google" como "nós", "nosso" ou "nossos" nos Termos.

Seção 1: Conta e Cadastro

a . Aceitação dos Termos

Você não poderá usar as APIs nem aceitar os Termos se (a) não tiver idade legal para celebrar um contrato vinculativo com o Google ou (b) for uma pessoa impedida de usar ou receber as APIs de acordo com as leis aplicáveis dos Estados Unidos ou de outros países, incluindo o país em que reside ou de onde usa as APIs.

b . Aceitação em nível de entidade

Se você estiver usando as APIs em nome de uma entidade, você declara e garante que tem autoridade para vincular essa entidade aos Termos e, ao aceitar os Termos, você o faz em nome dessa entidade (e todas as referências a "você" nos Termos se referem a essa entidade).

c . Registro

Para acessar determinadas APIs, você poderá precisar fornecer algumas informações (como dados de identificação ou contato) como parte do processo de registro ou como parte do uso contínuo das APIs. Todas as informações de registro fornecidas ao Google serão sempre precisas e atualizadas, e você nos informará imediatamente sobre quaisquer atualizações.

d . Subsidiárias e Afiliadas

O Google possui subsidiárias e entidades jurídicas afiliadas em todo o mundo. Essas empresas podem fornecer as APIs em nome do Google, e os Termos também regerão seu relacionamento com essas empresas.

Seção 2: Usando nossas APIs

a . Seus usuários finais

Você exigirá que seus usuários finais cumpram (e não os incentivem intencionalmente a violar) as leis, regulamentos e os Termos aplicáveis.

b . Conformidade com a lei , direitos de terceiros e outros Termos de Serviço do Google

Você deverá cumprir todas as leis, regulamentações e direitos de terceiros aplicáveis (incluindo, entre outros, leis relativas à importação ou exportação de dados ou software, privacidade e leis locais). Você não deverá usar as APIs para incentivar ou promover atividades ilegais ou violação de direitos de terceiros. Você não deverá violar quaisquer outros termos de serviço do Google (ou de suas afiliadas).

c . Acesso Permitido

Você só poderá acessar (ou tentar acessar) uma API pelos meios descritos na documentação dessa API. Se o Google lhe atribuir credenciais de desenvolvedor (por exemplo, IDs de cliente), você deverá usá-las com as APIs aplicáveis. Você não poderá deturpar ou mascarar sua identidade ou a identidade do seu cliente de API ao usar as APIs ou contas de desenvolvedor.

d . Limitações da API

Google sets and enforces limits on your use of the APIs (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 Google's express consent (and Google may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Google API team for information (e.g. by using the Google developers console).

e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Google for the applicable open source software.

f. Communication with Google

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

g. Feedback

If you provide feedback or suggestions about our APIs, 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 Google may develop products or services that may compete with the API Clients or any other products or services.

i. Google Controller-Controller Data Protection Terms

To the extent required by data protection laws applicable to the parties' processing of personal data under these Terms, the parties agree to the [Google Controller-Controller Data Protection Terms](#) (<https://privacy.google.com/businesses/gdprcontrollerterms>).

Section 3: Your API Clients

a. API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT GOOGLE MAY MONITOR USE OF THE APIs TO ENSURE QUALITY, IMPROVE GOOGLE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Google accessing and using your API Client, for example to identify security issues that could affect Google or its users. You will not interfere with this monitoring. Google may use any technical means to overcome such interference. Google may suspend access to the APIs 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 personal data, 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

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

d. User Privacy and API Clients

You will comply with (1) all applicable privacy laws and regulations including those applying to personal data and (2) the Google API Services User Data Policy (/terms/api-services-user-data-policy), which governs your use of the APIs when you request access to Google user information. 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 Google and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using the APIs, 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 APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Google 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 APIs or the servers or networks providing the APIs.
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. Use the APIs for any activities where the use or failure of the APIs 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 APIs 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 Google terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Google, Google does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Google unless you have received prior written consent to such use from Google.

b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client 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. Developer credentials may not be embedded in open source projects.

2. Our communications to you and our APIs may contain Google confidential information. Google 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 Google's prior written consent. Google 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 Google 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 APIs

Our APIs 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 APIs 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.

b. Submission of Content

Some of our APIs allow the submission of content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Google to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Google privacy policies, you give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs 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 APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Google supports data portability. For as long as you use or store any user data that you obtained through the APIs, 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 Google 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 APIs:

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 Google's Brand Features (including any goodwill associated therewith) will inure to the benefit of Google.

b. Attribution

You agree to display any attribution(s) required by Google as described in the documentation for the API. Google hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Google's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Google Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Google's Brand Features, you must follow the [Google Brand Features Use Guidelines](https://www.google.com/permissions/guidelines.html) (<https://www.google.com/permissions/guidelines.html>). You understand and agree that Google has the sole discretion to determine whether your attribution(s) and use of Google'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 Google without Google's prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Google products, Google 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 and Copyright Protection

a. Google Privacy Policies

By using our APIs, Google may use submitted information in accordance with our [privacy policies](https://www.google.com/policies/privacy/) (<https://www.google.com/policies/privacy/>).

b. Google DMCA Policy

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find

information about submitting notices and Google's policy about responding to notices in our [Help Center](https://www.google.com/dmca.html) (<https://www.google.com/dmca.html>).

Section 8: Termination

a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Google with prior written notice and upon termination, cease your use of the applicable APIs. Google reserves the right to terminate the Terms with you or discontinue the APIs 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 Google Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Google may independently communicate with any account owner whose account(s) are associated with your API Client and developer 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 APIs

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIs. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIs, THE SPECIFIC FUNCTIONS OF THE APIs, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIs "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, GOOGLE, AND GOOGLE'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 GOOGLE, 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 APIs (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIs AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, GOOGLE, 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 Google, 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 APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs 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 APIs. You should look at the Terms regularly. We'll post notice of

modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Google developers console. 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. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are 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 Google does not take action right away, this does not mean that Google 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 Google relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Google, please visit our [contact page](https://www.google.com/intl/en/contact/) (<https://www.google.com/intl/en/contact/>).

Except as set forth below: (i) the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND YOU AND GOOGLE CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of California (excluding California's conflict of laws rules) will apply

in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

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