Terms of Service
API Use
1) Compliance with Terms. You may use (including modification of) the SPIDA API, and the data, content, and information made available through the SPIDA API ("API Data"), solely in connection with a website or software application ("API Client") developed by You only in accordance with the terms and conditions of this Agreement.
2) Commercial Use.
   a) You agree not to use the SPIDA API for any of the following commercial uses unless You obtain SPIDA's prior written approval:
      i) the sale of the SPIDA API, API Data, SPIDA content or related services, or access to any of the foregoing;
      ii) using the SPIDA API to show SPIDA content on an ad-enabled API Client (such as an ad-enabled blog or website);
      iii) creation of competing applications of SPIDA
   b) The following commercial uses are permitted provided that You comply with all other terms and conditions of this Agreement:
      i) the sale of an API Client;
      ii) uploading Data to SPIDA;
      iii) the placement of Your own branding on the API Client, provided that it does not interfere with SPIDA audiovisual content playback or with any SPIDA branding; or
      iv) the sale or distribution of any device that contains or runs an API Client;
   c) Upgrades and Discontinuation.
      i) Each API Client must contain means for You to update the API Client to the most current version of the SPIDA API after any SPIDA version has been updated. For non-website implementations, You must have means of remotely updating each API Client that has already been distributed to an end user.
      ii) Discontinuation.
   d) SPIDA will announce if it intends to discontinue or make backwards incompatible changes to this API or Service. SPIDA does not warrant that updates to the SPIDA programs of SPIDA API will be backwards compatible.Usage and Quotas. SPIDA may, in its sole discretion, set a quota of operations on Your SPIDA API usage. You shall not attempt to circumvent automated use-quota restrictions.
   e) Prohibitions
      i) Your API Client will not, and You will not encourage or create functionality for Your users or third parties to:
         (1) Collect or modify any SPIDA user account information;
         (2) Interfere or attempt to interfere in any manner with the proper workings of the SPIDA API, or create or distribute any API Client that adversely affect the functionality or performance of SPIDA or services provided by SPIDA;
         (3) Circumvent or render ineffective any geographical restrictions, including IP address-based restrictions

(4) Sell, lease, lend, convey, redistribute, or sublicense to any third party all or any portion of the SPIDA API or API Data (except that You may distribute and display the SPIDA content and accompanying Data to Your users through Your API Client in a manner that complies with this Agreement)

3) Additional Legal Provisions
   a) Compliance with Laws
      i) You are responsible for complying with all applicable laws, rules and regulations, all third-party rights and all SPIDA policies. You shall not use the SPIDA API in a manner that violates such laws, rules and regulations, third parties' rights or any SPIDA policies or in a manner that is deceptive, unethical, false or misleading. For avoidance of doubt, You shall not distribute or provide access to applications You develop in contravention of U.S. export control or trade laws.
      ii) No Implied Rights. Except as expressly granted herein, neither party through this Agreement grants the other party any intellectual property rights or other propriety rights. As between You and SPIDA, SPIDA's corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the SPIDA API and its documentation and specifications, all SPIDA websites and all SPIDA services and any derivative works in connection therewith. For the avoidance of doubt, You retain all rights in and to Your API Client, excluding foregoing SPIDA materials and intellectual property. All license rights granted herein are not sublicensable, transferable or assignable unless otherwise stated herein.
      iii) Non-exclusive. This Agreement is a non-exclusive agreement. You acknowledge that SPIDA may be developing and may develop products or services that may compete with this SPIDA API, API Clients or any other products or services.
   b) Publicity.
      i) You agree that SPIDA may use Your company, organization, or product name and/or logo in presentations, marketing materials, customer lists, website listings of customers, research and marketing case studies and other marketing-related activities. You may not issue any public announcement regarding Your use of the SPIDA API which suggests partnership with SPIDA without SPIDA's prior review and written approval, at SPIDA's sole discretion.
   c) Confidentiality.
      i) You shall not disclose Your developer credentials or Your API Client IDs to any third party except Your agent(s) using such information solely on Your behalf in accordance with this Agreement and under a written duty of confidentiality. You shall not disclose SPIDA Confidential Information to any third party without SPIDA's prior written consent. "SPIDA Confidential Information" means all non-public SPIDA software, technology, programming, and specifications relating to the SPIDA API,

and any other information designated in writing by SPIDA as "Confidential" or an equivalent designation. SPIDA Confidential Information does not include information that has become publicly known through no breach by You or SPIDA, or information that has been (a) independently developed without access to SPIDA Confidential Information as evidenced in writing; (b) rightfully received by You from a third party who has the lawful right to disclose such information; or (c) required to be disclosed by law or by a governmental authority.

d) Indemnification.
   i) You shall indemnify, defend and hold SPIDA, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), caused to alleged to be caused by You arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of Your use of the SPIDA API. At SPIDA's option, You shall assume control of the defense and settlement of any Claim subject to indemnification by You (provided that, in such event, SPIDA may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, You shall not settle any such Claim without SPIDA's prior written consent).

e) Termination.
   i) Any licenses contained in this Agreement will terminate automatically without notice if You fail to comply with any provision of this Agreement. SPIDA reserves the right to terminate this Agreement or discontinue the SPIDA API or any portion or feature thereof for any or no reason and at any time without liability to You. Upon any termination or notice of any discontinuance, You shall immediately stop and thereafter desist from using the SPIDA API and delete all API Data in Your possession or control (including, without limitation, from Your servers).
   ii) SPIDA may independently communicate with any account owner whose account(s) are associated with Your API Client IDs and developer credentials to provide notice of both the termination of Your right to use the SPIDA API and the display of any advertisements associated with Your API Clients. Section 3 of this Agreement shall survive any termination or expiration of this Agreement and will continue to bind You in accordance with its terms.

f) Modification.
   i) SPIDA may modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion by posting a change notice to Your account, changing these terms and conditions, emailing to the email address of Your account or account associated with Your developer credentials or otherwise notifying You effective from that date forward. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE SPIDA API, CONTINUED POSSESSION OF A COPY OF NON-PUBLIC SPIDA API DOCUMENTATION AND SPECIFICATIONS OR

CONTINUED DEVELOPMENT FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

g) Disclaimer and Limitation of Liability.
   i) SPIDA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. SPIDA SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE FOREGOING IS NOT ENFORCEABLE, SPIDA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ONE DOLLAR ($1.00).

h) Release.
   i) You hereby release and covenant not to sue SPIDA and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to the SPIDA API; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to the SPIDA API.
   ii) If You have a dispute with one or more SPIDA account owners, You release SPIDA and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims arising out of or in any way connected with such disputes.

i) Miscellaneous.
   i) The Agreement is governed by Ohio law, all claims arising out of or relating to this Agreement or the SPIDA services and programs shall be litigated exclusively in the federal or state courts in Franklin County, Ohio, USA, and You and SPIDA consent to personal jurisdiction in those courts. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
   ii) You may grant approvals, permissions and consents to SPIDA by email, but any modifications by You to this Agreement shall be made in a writing (not including email) executed by both parties. Any notices to SPIDA shall be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the Agreement will remain in full effect. You shall not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and

void. You and SPIDA are not legal partners or agents, but are independent contractors.