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Location

Type

Breed ([See All](#))

Age

Gender

API Terms of Service

Petfinder API Terms

In exchange for use of the Adopt Engine data feed on www.petfinder.com (the "Data Feed") that Petfinder is making available to you through this programming interface, you ("User") hereby agree to the following terms and conditions ("Terms"):

1. License

Nestlé Purina PetCare Company d/b/a Petfinder ("Petfinder") hereby grants to User a limited, non-exclusive, non-assignable (except as otherwise provided herein), non-transferable, royalty-free, fully paid-up right and license to use the Data Feed as specified herein. **User** understands and agrees that it shall have no proprietary rights of any nature in and to the Data Feed. **User** shall not be permitted to alter the data in the Data Feed (i.e., the "description" of pets and actual data); however, **User** shall have the right to alter the display of the Data Feed on the **User** site.

User hereby agrees to comply with the following conditions to use of the adoptable pet data from the Adopt Engine:

- **User** agrees to refresh the data from the feed no less than one (1) time per day.
- **User** shall provide credit on the **User** site to Petfinder for the use of the Adopt Engine. Such language shall include "Powered by Petfinder" and, where possible, include a link to the Petfinder website at www.petfinder.com.
- User shall not state or imply that its website or application is endorsed or certified by Petfinder;
- User shall not use the Data Feed for any commercial purpose, including, without limitation, any sale of the Data Feed to any third parties or any sale of advertising around the Data Feed;
- Without the express written consent of Petfinder in each instance, User is not permitted to use the Petfinder logo and/or other Petfinder trademarks in any way not expressly allowed by these Terms and you may not use the Petfinder name in your application name;
- User shall not (i) attempt to circumvent any security measures or technical limitation of the Data Feed, (ii) modify, reverse engineer, or decompile the Data Feed, (iii) sublicense the Data Feed or (iv) adopt any mark that is confusingly similar to those of Petfinder;
- **User** agrees that it shall not promote, feature or otherwise display on the pages of **User** that are "Powered by Petfinder", any Competitor (as defined below) of Petfinder without Petfinder's prior written approval. A "Competitor" of Petfinder shall be defined as any entity which has as its principal business the consolidation and/or posting of information and listings of pets available for adoption.

2. Use

Petfinder shall have the right to immediately revoke this license to use the Data Feed, for any reason or no reason, at any time upon written notice to **User**.

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Upon notice of termination of use of the Data Feed, **User** shall cease any use of the Data Feed and Petfinder Content and remove it from all **User** websites and mobile device applications as soon as possible and in no event more than ten (10) business days after the effective date of termination.

3. Disclaimer of Any Warranty.

Petfinder does not represent or warrant that the Data Feed is free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid. The Data Feed is provided "as is" with no warranty, express or implied, of any kind and Petfinder expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability and fitness for a particular purpose. User's use of the Data Feed is at its own discretion and risk, and User will be solely responsible for any damage that results from the use of the Data Feed including, but not limited to, any damage to your computer system or loss of data.

4. Limitation of Liability.

USER AGREES THAT IN NO EVENT SHALL PETFINDER BE LIABLE TO USER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

5. Release and Waiver.

To the maximum extent permitted by applicable law, User releases and waives all claims against Petfinder, and its affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or use of the Data Feed.

6. Hold Harmless and Indemnity.

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Petfinder and its subsidiaries, affiliates, officers, agents, licensors, and employees from and against any third party claim arising from or in any way related to use of the Data Feed, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Petfinder shall use good faith efforts to provide you with written notice of such claim, suit or action.

7. General Terms.

These Terms shall be exclusively enforced and interpreted using the English (US) language. These Terms shall be interpreted in accordance with and shall be governed by the laws of the State of Missouri, United States of America without giving effect to its choice-of-law provisions or to any rule construing ambiguities against the draftsman. The state courts of the State of Missouri in St. Louis City and St. Louis County, and, if the jurisdictional prerequisites exist, the United States District Court for the Eastern District of Missouri shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or relating to these Terms. Each party hereto consents to and waives any objection to the personal jurisdiction and venue of said courts, and, further, consents to the service of legal process in accordance with the rules of said courts or, alternatively, in the same manner prescribed for serving notices pursuant to these Terms.

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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