EN **▼**

Language

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Bits

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Satoshi

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Coins: 9312 Exchanges: 493

Market Cap: \$2,142,640,046,463 -3.8%

24h Vol: \$165,370,010,109

Coin Gecko API Terms of Service

ETH 17.9%

PARTHY Crason 62 & August 2018

1. Acceptance

The CoinGecko API (described below) is provided by Gecko Labs Pte. Ltd. ("CoinGecko", "Company", "we", "us" or "our"). Should you wish to use our CoinGecko API, you must accept fully all the terms and conditions herein this CoinGecko API Terms of Service ("API Terms"). You must therefore read and accept our API Terms fully before you commence using our CoinGecko API, as once you start accessing or using our CoinGecko API, you are agreeing to be fully and legally bound by all provisions herein this API Terms, our Privacy Policy and Website Terms and Conditions (the terms of which are incorporated herein by reference).

In the event that you are using our CoinGecko API and therefore entering into this API Terms on behalf of an incorporation, partnership or other legal entity, you hereby warrant that you are duly authorised to represent and bind such entity to the API Terms. Under such circumstances, all references to "you" or "your" in this API Terms shall also refer to such entity. Should you lack the aforesaid authority or if you (or the entity that you represent) do not agree with any terms herein this API Terms, our Privacy Policy and/or Website Terms and Conditions, you are not permitted to use the CoinGecko API.

You, as a user of the CoinGecko API, acknowledges and accepts that the API Terms as well as our <u>Privacy Policy</u> and <u>Website Terms and Conditions</u> constitutes a legally binding contract between CoinGecko and you (even though they are in electronic form and do not require physical signing or online acknowledgement) governing your use of our CoinGecko API.

2. Definitions

- 2.1 "**Application**" or "**App**" means any software or mobile application, website, product or service that is developed, created or offered using our CoinGecko API.
- 2.2 "API Documentation" means the documentation, data and information that CoinGecko provides regarding the use of our CoinGecko API through our API Site.
- 2.3 "API Site" means our API development site found at https://www.coingecko.com/api/.
- 2.4 "CoinGecko API" means the Application Programming Interface ("API") made available to the public by our Company as well as the related API Documentation.

- 2.5 "CoinGecko Brand" means the "COINGECKO" brand name and other brandings, names, logos, slogans, services marks, trade marks and trade names belonging to CoinGecko.
- 2.6 "**Data**" means; (i) any data and content uploaded, posted, transmitted or otherwise made available by CoinGecko on its website www.coingecko.com or other associated sites/platforms/channels (including but not limited to information pertaining to the digital coins listed by CoinGecko, market data on cryptocurrency, additional statistics, initial coin offerings data and coin searches); and (ii) where channels are made available by CoinGecko for interactive acts by Users, any data, content, comments, profile information, and messages uploaded, posted, or transmitted by other Users via such aforesaid channels.
- 2.7 "Service(s)" means CoinGecko's products and services including but not limited to the CoinGecko API, its website www.coingecko.com (the "Site"), and all software, applications, mobile applications, data, reports, text, images, messaging channels, message services, updates, content, newsletters, price alerts, merchandise, databases, forums, articles, guides, reports and other information made available by or on behalf of CoinGecko through any of the foregoing. The "Service" does not include information, software application, mobile application, platform, website, or service that is provided by you or a third party (including Applications), whether or not CoinGecko designates them as "official integrations".
- 2.8 "Users" means any and all users of our CoinGecko API, which includes you.

3. Grant of License

Pursuant to the provisions of this API Terms, CoinGecko hereby grants you a limited, non-exclusive, non-assignable, non-transferable and irrevocable license to use the CoinGecko API to develop, test, and support any software application, mobile application, website, platform, service or product, as well as to integrate or incorporate the CoinGecko API with your Application. The aforesaid license granted to you is subject to the limitations set forth in Section 4 and Section 9 below, and you agree that violation of Section 4 will automatically terminate the license granted herein to you to use the CoinGecko API.

4. Scope of Use

- 4.1 Your use of CoinGecko's API is limited to the following:-
- 4.1.1 In order to further develop our CoinGecko API, Applications, Data, Services, platforms, channels and/or products (individually and collectively, "our Property"), we may at any time make changes to the CoinGecko API and/or this API Terms without any notice to you. You agree that it is your responsibility to regularly check our Site at https://www.coingecko.com/api/ for updates to our CoinGecko API and/or this API Terms. In addition, parts of our CoinGecko API may be undocumented, included certain aspects, events, methods and properties. Accordingly, in view of the potential changes at any time to our CoinGecko API (whether documented or otherwise), Applications, Data, Services, platforms, channels and/or products, you agree that you will not rely on any function, behaviour, capability or other aspects of our CoinGecko API, Applications, Data, Services, platforms, channels and/or products.
- 4.1.2 Our Property (including but not limited to our CoinGecko API) may not be used in breach of any applicable laws or regulations, or to infringe the rights of any persons or entities, including but not limited to usage to assist in infringement of a third party's intellectual property rights, privacy rights, or in any manner which is inconsistent with this API Terms, our <u>Privacy Policy</u>, <u>Website Terms and Conditions</u> and/or any other agreements with CoinGecko to which you are subject.
- 4.1.3 Our CoinGecko API (and our other Property, if licensed to you herein) may not be used in any manner that accesses or uses any information beyond what is permitted hereunder this API Terms or the API Documentation, changes any aspect of or disrupts or interferes with or degrades the performance of the Services, interrupts or circumvents any of CoinGecko's security measures, operational, administrative or technical procedures, hacks into or tests the vulnerability of our Services, CoinGecko API, our systems and/or networks.

- 4.1.4 You undertake not to, whether directly or indirectly, by yourself or in assisting others, introduce any worms, trojans, viruses, hacks or other computer programmes that may damage, interfere with, interrupt, intercept, phish, data mine or expropriate any system or data (including but not limited to the Data, CoinGecko API and our Services) to or from any of our Property and associated networks, nor attempt any of the aforegoing.
- 4.1.5 You undertake not to, whether directly or indirectly, by yourself or in assisting others, reverse engineer or otherwise derive source codes, trade secrets, or know-how form any of our Property (including but not limited to the CoinGecko API) or any portion thereof nor attempt any of the aforegoing;
- 4.1.6 You further acknowledge that in future, CoinGecko may offer products, services or other Applications that are similar to your offerings, and you agree that CoinGecko is fully entitled to do so without any restrictions or notice to you.
- 4.1.7 You are entitled to charge for your services and products that incorporate or integrates our CoinGecko API. However, you are not permitted to sell, rent, lease, sub-license, re-distribute or syndicate access to the CoinGecko API or part thereof.
- 4.1.8 You are entitled to place advertisements on and around your products, services, website, platforms, mobile applications and software applications ("**your Products**") that incorporate or integrates our CoinGecko API. However, you are not permitted to:-
- 4.1.8.1 place any advertisements on any of our Property, and any advertisements that you place on or around your products, services, website, platforms, mobile applications and software applications must not resemble or be reasonably likely to confuse any persons into thinking that the advertisements belong to CoinGecko, pertain to any CoinGecko's products or services, or are messages/notifications from CoinGecko;
- 4.1.8.2 use the CoinGecko API for or to promote gambling (whether the CoinGecko API is integrated with or incorporated as part of your Products), or place any advertisements around any of your Products integrating or incorporating the CoinGecko API that constitutes adult/sexual content or offers online gambling;
- 4.1.8.3 use any Data, information or other content from any of our Property in any advertisements or for targeting advertisements, in any of your Products or part thereof;
- 4.1.8.4 use any contact information procured from our Property or any contact information of any other Users (including but not limited to email addresses) howsoever obtained to contact any Users without the prior written consent of CoinGecko and the owners of such contact information;
- 4.1.8.5 conduct and your Products will not provide analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes; nor
- 4.1.8.6 make any public statements or representations in any mode, media or channel (including but not limited to online forums, blogs or social media platforms) regarding CoinGecko or any of our Products (including but not limited to the CoinGecko API) without our prior written consent.
- 4.2 Rate limit for the CoinGecko API is 10 calls each second per Internet Protocol ("IP") address, although such rate limit may be varied by CoinGecko at any time in its sole discretion without notice or reference to you or any Users. You agree not to exceed or circumvent (or make any attempts thereto) the aforesaid rate limitation, limitations on the calls and use of CoinGecko API as may be implemented by CoinGecko from time to time in its sole discretion (without any notice or reference to you), or otherwise use the CoinGecko API in a manner that can be anticipated to exceed reasonable request volume, constitute excessive or abusive usage, or otherwise fail to comply or is inconsistent with any part of this API Terms or the API Documentation.
- 4.3 You undertake that in your usage of the CoinGecko API, you shall duly attribute ownership of the CoinGecko API to CoinGecko by displaying prominently the message "**Powered by CoinGecko**" in a legible

font (an example of a legible font type being "Arial") no smaller than font size 10. Further guidelines on the attribution of ownership to CoinGecko and usage of the CoinGecko Brand and can be found at https://www.coingecko.com/en/branding ("Brand Usage Guide").

4.4 You are not permitted to use the CoinGecko Brand in a manner that may mislead or suggest that your Products (or any part thereof) is endorsed, sponsored by or howsoever associated with CoinGecko, and you agree to comply with CoinGecko's Brand Usage Guide as may be made available and updated from time to time by CoinGecko at https://www.coingecko.com/en/branding.

5. Data Caching and Storage

- 5.1 We do not encourage caching or storage of Data. However, if you must cache or store Data:-
- 5.1.1 You should refresh the cache at least every 24 hours;
- 5.1.2 Strong encryption and other security measures should be applied to stored Data;
- 5.1.3 When a User requests that you delete all User Data that you have collected from such User as a result of the User utilizing our CoinGecko API (where our CoinGecko API has the functionality or channels for the collection of such User Data), you must promptly delete all such User Data unless required for legitimate legal or business purposes (such as following up with a continuing contract with such User).
- 5.1.4 In the event that CoinGecko terminates your access to or use of the CoinGecko API (regardless of reasons), you agree to promptly and permanently delete all Data and any other information that you have stored pursuant to your use of or access to the CoinGecko API, without keeping any copy thereof unless required by applicable law.
- 5.2 Except as expressly permitted hereunder this API Terms, you are not allowed to duplicate, reproduce, copy, store, derive from or translate any Data, API Documentation, or any information expressed by the Data (including but not limited to hashed or transferred data).

6. User Agreement for your Products

6.1 In the event that any your Products are offered for use to others outside your entity, you agree that you will have in place a binding user agreement and privacy policy which must at the very least: (a) identify the CoinGecko API as being the property of CoinGecko; (b) ensure that your users/customers abide by this API Terms in using the CoinGecko API (whether as part of our Products or otherwise); (c) exclude and disclaim all liability of CoinGecko for all usage of the CoinGecko API (or part thereof); (d) stipulate your assumption of full responsibility and liability for offering the CoinGecko API as part of your Products to your users/customers; (e) set out clearly in your easily accessible privacy policy your purpose and methods for collection, storage, use, disclosure and transfer of personal data of your users in accordance with privacy and data protection laws applicable to you, in no event to be less stringent than the requirements thereunder our <u>Privacy Policy</u>.

7. Security Measures

7.1 You undertake to implement stringent and robust security systems to protect your network, operating system, servers, databases, computers, user information, personal data, and other components that are part of, supporting or constituting your Products that are integrating, incorporating or howsoever using the CoinGecko API ("your Systems"). In the event that any of your Systems are howsoever compromised (whether via hacking, unauthorised use or access or other security breaches), you must inform us immediately via email at hello@coingecko.com, and we shall determine in our sole discretion whether to terminate your access to and/or use of our CoinGecko API, as such security breaches may have adverse effect to our reputation (as assessed in our sole discretion and we are not obligated to provide reasons for our decision). In the event that we terminate

your access to or use of our CoinGecko API, you shall comply immediately with the clauses thereunder Section 9.

8. Ownership

8.1 All assets, rights, title and interest in and to our CoinGecko Brand, our API Documentation, CoinGecko API, and our other Property (including but not limited to intellectual property rights) belong fully to CoinGecko. You are only provided with a limited license to use as set out herein this API Terms, and no other rights, title, interest, ownership or property of any kind is passed to you by virtue of your use of our Property For the avoidance of doubt, any inventions that you may create incorporating our CoinGecko API does not transfer any right of ownership or interest in our CoinGecko API to you although you may be deemed by applicable law to be the owner of such inventions (which shall be exclusive of the CoinGecko API). In addition, you agree to perform such acts and execute such documents (without compensation) as CoinGecko may from time to time request of you in order to perfect CoinGecko's rights to our Property.

9. Termination

- 9.1 This API Terms take effect on the date that you agree to them or access or use the CoinGecko API, whichever is the earliest, and will subsist until terminated by CoinGecko or you pursuant to the provisions of this API Terms.
- 9.2 You may terminate your being bound by this API Terms by discontinuing your access to and/or use of our CoinGecko API, and emailing us at hellow.coingecko.com.
- 9.3 We may at any time vary, amend, change, suspend or discontinue provision of any of our Property, including but not limited to the CoinGecko API, suspend or terminate your use of the CoinGecko API and/or the CoinGecko Brand without notice or reasons to you. Without prejudice to the aforegoing, we may also in our discretion restrict your access to or use of our CoinGecko API if in our sole discretion, we determine that your access to or use of our CoinGecko API may howsoever negatively impact on our Products or Services.
- 9.4 Upon termination of this API Terms:-
- 9.4.1 All rights and licenses granted to you hereunder will cease and terminate immediately;
- 9.4.2 You undertake to promptly destroy the API Documentation, Data and any other information procured from CoinGecko or any of our Property that may be in your possession or control; and
- 9.4.3 Except where we specifically grant our prior consent in writing, or unless otherwise stated in this API Terms, you undertake to promptly and permanently delete all Data and other information procured from or relating to CoinGecko and any of our Property that you have stored in relation to your access to or use of the CoinGecko API. You agree to certify in writing the aforesaid destruction of stored Data and information should CoinGecko request such certification from you.
- 9.5 All provisions hereunder this API Terms that must by their nature survive the termination of this API Terms in order to give effect to their intention shall survive the termination of this API Terms, including but not limited to clauses 5.1.3, 5.1.4, 5.2 and the clauses thereunder Sections 6, 8, 9, 10 and 11.

10. Your Warranties

10.1 You hereby represent and warrant to CoinGecko that you (including any entity that you represent) are able to enter into and be fully bound by this API Terms and to use the CoinGecko API pursuant to this API Terms without violating any laws or regulations applicable to you, infringing any third party's rights (including but not limited to intellectual property rights), and/or any other contracts to which you are bound by.

10.2 Without limiting the scope of the clauses thereunder Section 11, you hereby warrant and undertake (and shall procure the same undertaking from any entity that you represent) to not initiate any legal actions or make any claims of any kind against CoinGecko for any damages, expenses or losses that you may suffer as a result of your use of (or inability to use) any of our Property (including but not limited to the CoinGecko API). You further acknowledge that we may at any time without notice or reference to you amend this API Terms and/or modify any aspect or function of the CoinGecko API, which may have adverse effects on your usage of the CoinGecko API and your business associated thereto, however, your only recourse will be to terminate your use of the CoinGecko API and you agree to not make any claims of any kind against CoinGecko. For the avoidance of doubt, your continued access or use of the CoinGecko API or any of our Property will constitute your acceptance of and agreement to all our aforesaid amendments and modifications. The date on which the latest version of this API Terms takes effect will be as indicated at the top of this API Terms.

10.3 Your use of and/or access to our Property (including the CoinGecko API) is also subject to our Privacy Policy, Website Terms and Conditions and/or any other terms and conditions that we may implement from time to time in our discretion, of which you must keep yourself updated by regularly visiting the pages at https://www.coingecko.com/en/terms and https://www.coingecko.com/en/privacy on our Site containing such terms and conditions. In the event of any conflict between the various applicable agreements/terms and conditions, the terms of this API Terms (based on its latest version) will take precedent in relation to your use of our CoinGecko API.

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11.1 OUR PROPERTY, INCLUDING BUT NOT LIMITED TO THE COINGECKO API, AND ALL RELATED COMPONENTS, DATA, DOCUMENTATION AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COINGECKO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, CONTINUED ACCESSIBILITY, FUNCTIONALITY, SECURITY, AND NON-INFRINGEMENT. YOU THEREFORE ACKNOWLEDGE THAT COINGECKO DOES NOT WARRANT THAT OUR PROPERTY (INCLUDING BUT NOT LIMITED TO THE COINGECKO API, DATA AND API DOCUMENTATION) WILL BE UNINTERRUPTED, TIMELY, UPDATED, ACCURATE, SECURE, ERROR-FREE, OMMISSION-FREE, OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE FUNCTIONS THAT MAY BE PERFORMED OR RESULTS THAT MAY BE OBTAINED FROM USE OF OUR PROPERTY (INCLUDING BUT NOT LIMITED TO THE COINGECKO API), AND NO PRODUCTS, INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM COINGECKO OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TERMS.

11.2 YOU (AND ANY ENTITY THAT YOU MAY REPRESENT) HEREBY AGREE THAT UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, EQUITY, AT LAW OR OTHERWISE) WILL COINGECKO BE LIABLE TO YOU OR ANY THIRD PARTY FOR; (I) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF SALES, LOSS OF OPPORTUNITIES, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REPUTATION; OR (II) FOR ANY AMOUNT FOR ALL CLAIMS CUMULATIVELY IN EXCESS OF THE FEES ACTUALLY PAID BY YOU TO COINGECKO IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES HAV BEEN PAID BY YOU TO COINGECKO, SINGAPORE DOLLARS ONE HUNDRED (\$\$100) ONLY, OR; (III) ANY MATTER BEYOND OUR REASONABLE OR FORESEEABLE CONTROL. THE PROVISIONS/CLAUSES OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS API TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS API TERMS. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN SUCH JURISDICTIONS, COINGECKO'S TOTAL LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11.3 You (and any entity that you represent) agree to defend, hold harmless and indemnify CoinGecko, its related companies, subsidiaries, affiliates, their respective officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users'/customers' use of any of your Products, any of our Property (including but not limited to CoinGecko API or Data), use of CoinGecko Brand, or breach of any provision of this API Terms, our Privacy Policy and/or Website Terms and Conditions, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, settlement fees, legal fees (on a solicitor-client basis), expenses incurred in enforcing any term of this API Terms against you, of every kind and nature. In such event, we will provide you with written notice of such claim, suit, or action.

12. Governing Law and Jurisdiction

12.1 This API Terms and any claim, cause of action or dispute arising out of or related to this API Terms shall be governed by the laws of the Republic of Singapore, regardless of any conflict of laws theory. Accordingly, you agree to submit to the exclusive jurisdiction of the Courts of Singapore. Notwithstanding the aforegoing, you agree that CoinGecko shall be fully entitled to apply for equitable relief or injunctive remedies against you in any jurisdiction.

13. General

- 13.1 If any provision of this API Terms is found to be illegal, void, or unenforceable, the said provision shall be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if such provision cannot be so modified, it shall be deleted and the remaining provisions of this API Terms will continue in full force and effect.
- 13.2 The governing language of this API Terms, API Documentation, the Site, all content, information and documents howsoever made available by CoinGecko is English. In the event that CoinGecko provides you with a translation of the English language version of this API Terms, API Documentation, the Site or any other document, you understand that such translation is provided purely for your convenience and is not binding.
- 13.3 For any notices or service of legal documents, you agree that we may notify you via postings on the Site or via the email address that you may have provided to us. CoinGecko accepts service of process by mail or courier at the email and address as stipulated in clause 13.9 below. Any notices that you provide without compliance with this clause 13.3 and clause 13.9 below will have no legal effect.
- 13.4 This API Terms, our <u>Privacy Policy</u>, <u>Website Terms and Conditions</u> and/or any documents incorporated into this API Terms by reference, shall constitute the entire agreement between CoinGecko and you regarding our Property and supersedes all prior agreements and understandings (whether via email correspondence or otherwise), whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this API Terms.
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