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API License

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PROWRITINGAID API LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legal agreement between You and Orpheus Technology Ltd ("Company") and its respective brands for the materials accompanying this Agreement, which may include computer software, printed materials, and "on line" or electronic documentation and resource files, project and solution files for Company Products.

BY INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, COPY OR USE THE PRODUCT.

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Company or its suppliers own the title, copyright and other intellectual property rights in the Product. The Product is licensed, not sold.

1 DEFINITIONS.

1.1 "API" or "Application Programming Interface" means a publicly accessible interface defining the ways by which an application program may request services from libraries and/or software.

1.2 "Confidential Information" is any information marked as confidential. Confidential Information does not include information: (a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser's Confidential Information.

1.3 "Derived Works" means works based upon or using the Product.

1.4 "Developer" means one of Your employees or third-party consultants authorized to develop Derived Works specifically for You using the Product in accordance with this Agreement.

1.5 "Enhanced Support" means any paid support package, including Priority Support, Enterprise Support, and Sponsored Support.

1.6 "License File" means an electronic file which enables the Product to operate without evaluation restrictions. The License File is generated by Company when the Product is purchased, and is provided to You. The License File contains information about You, the Product, and the license grant.

1.7 "License Subscription" means paid access to Product Updates and fixes.

1.8 "Physical Location" means any distinct physical address. For example, each store and/or office within a company with a unique address is classed as a separate physical location.

1.9 "Company" means Orpheus Technology Ltd which includes the brand ProWritingAid.

1.10 "Commencement Date" means the date at which You first access the Product.

1.11 "Product" means the Software licensed under this Agreement, namely ProWritingAid's Grammar and Style checking API.

1.12 "SDK" or "Software Development Kit" means a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

1.13 "Software" means computer software, associated media, printed materials, and "on line" or electronic documentation provided under this Agreement.

1.14 "Updates" means technical support, new version, new release, and/or supplements to the Product and/or related information.

1.15 "You" or "Your" means the purchaser, either an individual or a single entity.

2 GRANT OF LICENSE.

Company grants You the rights described in this Agreement provided that You comply with all the terms and conditions of this Agreement:

2.1 General License Grant. Except for termination for cause, Company hereby grants to You a nonexclusive, nontransferable, royalty-free, perpetual license to use any versions of the Product that were accessible during the term of this Agreement. Company permits You to create Derived Works using the Product which can be used on an unlimited number of physical or virtual servers and at unlimited Physical Locations (distinct address or office building) within or outside of Your organization subject to the License Fees as detailed in Section 5.

2.2 Termination for cause.

Termination for cause is only applicable for a material breach of the Agreement that was not, if possible, rectified within thirty (30) days of either party noticing the breach and informing the other party.

2.3 Documentation.

[Help](#)

You may make any number of copies of the electronic and other documentation provided with the Product or downloaded from the Company website, provided that all copies must be used only for internal purposes and may not be republished or distributed externally.

2.4 Disassembly.

You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the Product(s). You must include the same stipulation in any license you grant users of a Derived Work.

2.5 Transfer.

You may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Product in a standalone fashion or this Agreement, on a temporary or permanent basis, unless you first receive written permission from Company.

2.6 Reservation of Rights.

Company reserves all rights not expressly granted herein.

3 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

3.1 Derived Works and Redistribution

3.1.1 The Product may not be distributed in any form that allows it to be reused by any application other than Your Derived Work.

3.1.2 The Product may not be included as part of a SDK

3.1.3 The Product may not be used to develop Derived Works that offer similar or competing functionality as the Product, or expose features of the Product through an API for use by an unlicensed third party. Similarities are insofar explicitly allowed as to develop as Derived Works word processing software that includes grammar and style checking as part of its core functionality.

3.1.4 Company will not provide support for Derived Works, Company will only provide support for the Product.

3.1.5 Derived Works may not use any of the brands of the Company in their naming nor may any of the brands of the Company appear in their name, without prior written permission from Company.

3.1.6 The name "ProWritingAid" must not be used to endorse or promote products derived from the Product without prior written permission. For written permission, please contact hello@prowritingaid.com.

3.2 Termination.

Without prejudice to any other rights, either party may terminate this Agreement if the opposite party fails to comply with the terms and conditions of this Agreement. In such event, You must destroy all copies of the Product, including but not limited to backups and all component parts in Derived Works. This does not include licenses of Derived Works You already sold to customers.

3.3 Survival.

Unless by its nature a provision cannot survive this Agreement, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.

3.4 Consideration.

For the rights and license granted in this Agreement, You will pay Company the fees detailed in Section 5 or another mutually agreed upon amount to appear on a valid invoice.

3.5 Term.

The term of this Agreement shall continue perpetually from the Commencement Date unless terminated according to Section 3.2.

3.6 Consent to Use of Data.

You agree that Company and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of the Product support services provided to You. Company may use this information solely to improve Our Products or to provide customized services or technologies to You. No information is collected by the Product; technical information must be provided to Company by You through the support process.

4 LICENSE, UPDATES AND DISCONTINUATION.

4.1 Updates: Company may, in its sole discretion, provide technical support and/or Updates to You hereunder.

4.2 Technical Support: Technical Support is provided with the following conditions:

4.2.1 Company shall use reasonable efforts to solve problems identified by You; however, Company does not warrant that it will solve any particular problem in a given timescale, or at all.

4.2.2 Updates and fix notifications will be provided directly to You.

4.2.3 Company will provide support status updates when You request them.

4.2.4 Company will typically provide support for the Product whether the Product has been discontinued or not. However, Company reserves the right to cancel support at any time and for any reason.

4.3 Discontinuation of Product: Company reserves the right to discontinue the Product at any time, whether it is offered individually or as a part of a Product suite.

4.3.1 If Company discontinues the Product, notice will be given at least thirty (30) days prior to the discontinuation of the Product. If the Product is discontinued because it is made part of another Company Product, then a license for the subsequent merged Product will be made available to You at no additional fee.

4.3.2 Close of Business: If for any reason, including insolvency or dissolution, Company is unable to remain in business under the Company name or another name they will provide the following remedy to each license owner:

a) Company will make a reasonable effort to notify You at least thirty (30) days prior to close of business.

5 PAYMENTS

5.1 License Fees. Access to the Product is conditional on the payment of a License Fees. License Fees are determined by Company's published subscription rates.

5.2 Payment terms.

All sums due under this Agreement:

5.2.1 are exclusive of Value Added Tax which where applicable will be paid by You to the Company in addition;

5.2.2 shall be paid by card or bank transfer;

5.2.3 shall be made without deduction of income tax or other taxes charges or duties that may be imposed, except insofar as You are required to deduct the same to comply with applicable laws. The Parties shall cooperate and take all steps reasonably and lawfully available to them, at the reasonable expense of the Company, to avoid deducting such taxes and to obtain double taxation relief. If You are required to make any such deduction it shall provide the Company with such certificates or other documents as it can reasonably obtain to enable the Company to obtain appropriate relief from double taxation of the payment in question; and

5.2.4 shall be made by the due date, failing which the Company may charge interest on any outstanding amount on a daily basis at an annual rate equivalent to 2 percent (2%) above the Natwest Bank plc base lending rate then in force at the time.

5.3 Exchange controls.

If at any time during the continuation of this Agreement You are prohibited from making any of the payments required hereunder by a governmental authority in any country, then within the prescribed period for making the said payments in the appropriate manner, the Licensee shall use its best endeavours to secure from the proper authority in the relevant country permission to make the said payments and shall make them within seven (7) days of receiving such permission. If such permission is not received within thirty (30) days of the Licensee making a request for such permission then, at the option of the Company, You shall deposit the royalty payments due in the currency of the relevant country either in a bank account designated by the Company within such country, or such royalty payments shall be made to an associated company of the Company designated by the Company and having offices in the relevant country designated by the Company.

6 INTELLECTUAL PROPERTY RIGHTS.

All title and intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Product and any copies of the Product that You are expressly permitted to make herein) are owned by Company or its suppliers. All rights not expressly granted are reserved by Company.

7 NONDISCLOSURE.

Both Parties recognize that the other Party may obtain proprietary and/or Confidential Information in the course of their business. Each Party agrees to protect each other's Confidential Information as follows:

7.1 Time and Method.

Both during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to hold each other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature.

7.2 Permitted Disclosure to Employees.

Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors and similarly situated individuals who have a bona fide need to know and who are bound by agreement or by law to keep such information confidential.

7.3 Other Permitted Disclosures.

Each Party may disclose Confidential Information (i) as authorized by the other Party in writing or (ii) to the extent required by applicable law, court, or government agency, provided that the Party required to disclose Confidential Information promptly notifies the other Party and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment. Other than those expressly allowed under this Section 7 of the Agreement, no other disclosures of Confidential Information are permitted.

8 LINKS TO THIRD PARTY SITES.

You may be linked to third party sites through the use of the Product. The third party sites are not under the control of Company, and Company is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Company is not responsible for webcasting or any other form of transmission received from any third party sites. Company is providing these links to third party sites to You only as a convenience, and the inclusion of any link does not imply an endorsement by Company of the third party site.

9 LIMITED WARRANTY AND DISCLAIMER.

9.1 Except with respect to an evaluation version of the Product Company warrants that, for a period of thirty (30) days from the date of purchase (as evidenced by a copy of Your receipt) when used with a recommended hardware configuration, the Product will perform in substantial conformance with the documentation supplied with the Product. This warranty applies only on initial Product purchases and does not apply to Subscription renewals or Updates.

9.2 COMPANY PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR EVALUATION VERSIONS OF THE PRODUCT. THE EVALUATION VERSION OF THE PRODUCT IS PROVIDED "AS IS".

9.3 COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PRODUCT IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. COMPANY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

9.4 IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PRODUCT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.

9.5 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

10 EXCLUSIVE REMEDY.

Your exclusive remedy for breach of warranty is to return the Product to the place You acquired it, with a copy of Your receipt and a description of the problem. If You report a breach of warranty to Company no more than thirty (30) days from the date of purchase, then Company will use reasonable commercial efforts to supply You with a replacement copy of the Product that substantially conforms to the documentation, or refund to You Your purchase price for the Product, at its option. Company shall have no responsibility if the failure arises out of use of the Product with other than a recommended hardware configuration. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT.

11 LIMITATION OF LIABILITY.

Except with regard to: (i) breach of confidentiality obligations; and (ii) any costs associated with the defense chosen by Company pursuant to Section 12 "Indemnification," and (iii) settlement, to the infringed upon party, of an intellectual property right claim or moral right claim, liability shall be limited as follows:

11.1 NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCT AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2 COMPANY'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.

11.3 THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

11.4 Force Majeure.

Company is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, government action, labor conditions, or any other cause which is beyond its control.

12 INDEMNITY.

You agree to hold Company harmless against, and at Your expense handle and defend, any claim and defend any third party suit brought against You based upon an allegation that any software developed by You and included in Derived Works produced using the Product constitutes an infringement of any international patent, or any copyright or other proprietary or intellectual property right. You shall pay all damages and costs awarded in such suit.

13 TAXES.

The license fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Company, You must pay to Company the amount of such taxes or duties in addition to any fees owed under this Agreement. All Fees and Expenses payable by Client under or in relation to this Agreement are exclusive of value added tax or any applicable sales or service tax or any similar, successor or supplemental taxes ("VAT"), and the Client shall pay such taxes, in addition to the amounts specified as payable to Company under this Agreement, against delivery of a valid VAT, sales or service tax or comparable invoice.

14 NO WAIVER.

No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.

15 SEVERABILITY.

If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

16 GOVERNING LAW.

16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

16.2 Notwithstanding Clause 16.1, before commencing any litigation, each Party shall consider in good faith whether it would be reasonable in the circumstances for the Parties to agree to pursue any alternative dispute resolution processes. Such alternative processes may include internal escalation procedures and/or mediation in accordance with the WIPO mediation rules. For the avoidance of doubt, however, nothing in this Agreement shall prevent or delay a Party from seeking an interim injunction.

17 CAPTIONS.

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.

19 PUBLICITY.

You grant Company the right to use Your name and logo in press releases, brochures, case studies, marketing materials, the Company website and similar materials indicating that You are a customer of Company.

20 DELIVERY.

The Product and any associated materials are provided in electronic format only. Upon purchase, Company shall deliver to You a License File which will enable the Product to function in the purchased license capacity. If You are distributing software that includes Company Software then it is Your responsibility to protect Your License File to ensure no unauthorized access or unintended distribution is possible. Company agrees using the same effort You would use for protecting your own software is sufficient and You can not be held liable for pirate copies created by Third Parties.

21 ENTIRE AGREEMENT.

This Agreement is the entire agreement between You and Company relating to the license of the Product and the support services (if any) You purchase hereunder and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement includes and encompasses materials referenced herein from the Company.com website. To the extent the terms of any Company policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

Integrations (/en/App/Plugins)

[Web \(/en/Analysis/WebEditor/Go?redirectToDocs=true\)](#)
[Chrome Extension \(/en/App/ChromeExtension\)](#) (
[Firefox \(/en/App/FirefoxExtension\)](#), [Safari \(/en/App/SafariExtension\)](#),
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[Google Docs \(/en/App/GoogleDocs\)](#)
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[Plagiarism Checking \(/en/App/PlagiarismChecker\)](#)

Resources

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[Collocation Dictionary \(/en/Collocation/Home\)](#)
[Word Cloud Gallery \(/en/WordCloudGallery/Latest\)](#)
[Writing Quotes \(/WritingQuotes.aspx\)](#)
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