



# API Terms of Use

Last Updated: 23 December 2021

## 1. Terms and Your Acceptance

### Acceptance and Scope.

This API Terms of Use ("API Terms") sets forth the terms and conditions for using the Humanitix APIs and Content available from the Humanitix APIs. Undefined capitalized terms used herein shall have the definitions as set forth in our Terms of Use. By using the Humanitix APIs, you agree to these API Terms without modification and enter into a binding contract with Humanitix, which will be applicable when and if you use the Humanitix APIs. If you do not agree to the API Terms, you may not access or use the Humanitix APIs.

### Incorporation By Reference.

These API Terms and the rights and obligations contained in these API Terms are in addition to and are incorporated into the Terms of Use, which applies to all Humanitix Users ("Terms of Use"), by reference. Please read the Terms of Use carefully, as it contains important provisions governing our relationship, including a binding arbitration provision and class action waiver, a disclaimer of warranties, and limitation of liability. Nothing in these API Terms shall be deemed to modify, waive, amend or rescind any other term of the Terms of Use. In the event of a conflict, the Terms of Use shall control.

### Modifications.

Humanitix reserves the right to modify these API Terms in accordance with the Terms of Use.

## 2. API License

### License.

Subject to the terms and conditions herein, Humanitix grants to you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Humanitix APIs to develop, test and support your Application and to distribute or allow access to your integration of the Humanitix APIs within your Application to end users of your Application, in each case, (a) in compliance with the Terms of Use, including without limitation, these API Terms, and (b) to the extent permitted under all applicable local, state, provincial, national and other laws, rules and regulations. You have no right to distribute or allow access to the stand-alone Humanitix APIs. All rights not expressly granted to you are reserved by Humanitix.

### Termination of License.

You may terminate the license and your access to and use of the Humanitix APIs by discontinuing use of all of the Humanitix APIs and closing your API developer account. Humanitix may terminate your access to and use of the Humanitix APIs at any time, with or without notice,

- For your violation or breach of the Terms of Use, including without limitation, these API Terms;
- For your misuse or abuse of the Humanitix APIs;
- If allowing you to access and use the Websites would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Humanitix to legal liability; or
- If Humanitix suspends or discontinues any aspect of the Humanitix APIs in accordance with these API Terms.

Upon termination:

- All rights and licenses granted to you will terminate immediately;
- You will promptly destroy (or at Humanitix's election, return to Humanitix), all Humanitix Confidential Information in your possession or control; and
- You must delete all Content stored pursuant to your use of the Humanitix APIs and certify destruction in writing to Humanitix within 30 days.

The following sections of these API Terms shall survive any termination: 1 (Acceptance and Scope, Incorporation by Reference), 5 (Ownership and Relationship of Parties), and 9 (Confidentiality).

### **3. Your Obligations and Restrictions**

#### Storage of Site Content.

As a general matter, you may store Site Content relating to future events, but you may not store any Site Content relating to events that have occurred in the past. The only exception to storing Site Content relating to past events is if a User has given you explicit permission to use and store Site Content relating to that User's past events. This means that without explicit User permission you cannot store venue data, ticket data or other Site Content related to that User's past events or any other past events.

#### Required Information.

If you display or make available any Site Content regarding an event listing through your Application, your Application must display the event title and display a direct link to the Humanitix webpage associated with that event on the Websites. The link may not include a "nofollow" attribute and must be crawlable by search engines.

#### Branding.

You must use your own name, company name, logos, trademarks or app names in connection with your Applications and not the company name, logos, trademarks or app names of Humanitix. You have no right or license to use the Humanitix Trademarks (as defined in the Terms of Use) in connection with your Applications or otherwise without Humanitix's prior written consent. Your Applications must make clear to Users that they are not owned, developed or controlled by Humanitix. If you have questions about this, please contact us.

Humanitix may publicly refer to you as a licensee of the Humanitix APIs. We may also publish your name and logo on our Site and in other marketing or promotional materials without additional consent.

#### Responsibility.

You are solely responsible for your Application and any use of your Application by Users. Among other things, this means that you are responsible for maintaining your own user agreement and Privacy and Cookie Policy for users of your Application and complying with those policies. Your user agreement must permit you and the users of your Application to comply with the Terms of Use, including without limitation, these API Terms and Humanitix's Privacy and Cookie Policy. Your Privacy and Cookie Policy must be at least as protective of Personal Data as Humanitix's Privacy and Cookie Policy. In general, we expect you to be thoughtful and considerate and not abuse our Users' data.

#### Rate Limit.

There is a rate limit and a restriction to the data fields displayed per application or service utilizing the Humanitix APIs and you agree that you shall comply with that rate limit and restriction to the data fields at all times. The rate limit is 200 requests per minute. These rate limits and restrictions are subject to change from time to time at Humanitix's discretion, effective immediately upon posting. Your use of any methods intended to subvert rate limiting or data field restriction is a violation of these API Terms.

#### Other Restrictions.

Notwithstanding the license granted under Section 2, you hereby agree that you shall not:

- Use the Humanitix APIs to support your Application if any Content in your Application would violate the Terms of Use or the Humanitix Community Guidelines;
- Use the Humanitix APIs in any manner or for any purpose that violates any law or regulation (including without limitation any laws or regulations regarding the sale or resale of tickets, whether in regard to licensure requirements, maximums or limits on ticket prices, or otherwise) or any right of any person (including but not limited to intellectual property rights, rights of privacy, or rights of personality), or in any manner inconsistent with the Terms of Use, including without limitation, the Privacy and Cookie Policy and these API Terms;
- Use the Humanitix APIs to operate any mission critical application where human life or property may be at stake;
- Reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Humanitix APIs (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local, state, provincial, national or other law, rule or regulation);
- Rent, lease, resell, distribute, use the Humanitix APIs or Site Content on a stand- alone basis or for timesharing, service bureau or other commercial purposes for direct commercial or monetary gain (as opposed to indirect commercial or monetary gain associated with supporting your Application);
- Remove or alter any proprietary notices or labels on or in the Humanitix APIs or Site Content;
- Engage in any activity that interferes with or disrupts the Websites;

- Use the Humanitix APIs in a manner that fails to comply or is inconsistent with any part of the [Humanitix API documentation](#); or
- Use the Humanitix APIs in, or to develop, a product or service that competes with products or services offered by Humanitix.

#### **4. Security and Privacy**

##### Overview.

Humanitix takes the security and privacy of its Users seriously. Therefore, we have adopted certain minimum requirements that your Applications must meet from a security and privacy perspective that are described in greater detail below.

##### Notice and Securing User Consent.

Your Application must include a user agreement and Privacy and Cookie Policy that your users must accept in accordance with applicable law. Your Privacy and Cookie Policy shall accurately describe the collection, use, and disclosure of data and must otherwise comply with applicable law. You shall secure, and are solely responsible for securing, prior, clear, express consent from each Humanitix User whose Content you access via the Humanitix APIs, that grants you permission, to the extent applicable:

- To access such User's Humanitix account(s);
- To retrieve, store and use Content from such account(s); and
- To write information to such account(s).

Your notice seeking such consent shall be specific as to each purpose for which you will access, retrieve, store, use and write each type of Content. You will strictly comply with the scope of express consent granted you at all times with respect to Content obtained from such User account(s). You will delete all Content for those Users who have revoked consent.

##### Contact and Cooperation.

You must be reasonably available for Humanitix to contact you with regard to any security questions or concerns. You can change the name of your contact by signing up for a new application key, providing the updated contact information, and using the new application key in lieu of your existing key. If we cannot contact you or we believe that the circumstances require immediate action on our part, then without limiting other rights or remedies we may have, we may suspend your access to the Humanitix APIs during the period of a security issue.

##### Virus Precautions.

You agree that your Application and any related documents and other materials that you provide to Humanitix will first be checked by you with Internet industry standard up-to-date antivirus and anti-worm software prior to being introduced to the Websites and that you will not knowingly or negligently introduce any virus, worm or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Websites.

##### Industry Standards.

You warrant that your networks, operating system and software of web server(s), routers, databases, and computer systems (collectively, the "Systems") are properly configured to securely operate your Application and store Content. Your Application must use reasonable security measures to protect the private information of your users. You must not architect or select Systems in a manner to avoid the foregoing obligations.

#### Reporting.

You must promptly report any security deficiencies in or intrusions to the Websites that impact or compromise our Site, Site Content, Websites, or Humanitix APIs, to Humanitix in writing via emailing [Customer Service](#). You will work with Humanitix to correct any security deficiency promptly. In the event of any such security deficiency or intrusion, you will collaborate with us to make any statements (i.e. press, blogs, bulletin boards, etc.) regarding such instance.

#### Security Reviews.

Humanitix will have the right, at its own expense, to inspect and review documentation related to your Application, your Systems and your compliance with this Section 4. Any such review will be conducted during regular business hours in such a manner as not to materially interfere with normal business activities. You will (at your own expense) promptly correct any security flaws determined to exist by Humanitix based on such inspection and review. You will then promptly certify to Humanitix in writing that the security flaw has been corrected, along with a description of the corrective action(s) taken. If a review reveals a material breach of any of these security provisions, you will reimburse Humanitix for the reasonable costs of the review.

### **5. Ownership and Relationship of Parties**

#### Site Content.

As between you and Humanitix, Humanitix owns all rights, title, and interest (including without limitation all intellectual property rights) in and to the

- Humanitix APIs, and all executables of the APIs;
- The Site Content; and
- The Websites (collectively, the "Humanitix Materials").

Except for the express licenses granted in these API Terms, Humanitix does not grant you any right, title or interest in the Humanitix Materials. You agree to take such actions as Humanitix may reasonably request to effect, perfect or confirm Humanitix's rights to the Humanitix Materials. Any and all suggestions for correction, change and modification to the Websites and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Humanitix by you (collectively "Feedback"); and all improvements, updates, modifications or enhancements, whether made, created or developed by Humanitix or otherwise relating to Feedback (collectively, "Revisions") are subject to the Terms of Use.

#### Your Content and Your Application.

You represent and warrant to Humanitix that the use by Humanitix and its Users of your company, organization, or product name and/or logo ("Your Content") and your Application

will not violate the rights of any third party (e.g. any intellectual property or other proprietary right), or any applicable law. You hereby grant to Humanitix a paid-up, royalty-free, nonexclusive, worldwide, irrevocable, sublicensable right and license, under all of your intellectual property rights, to copy, use, perform, and display your Application and its content for purposes of marketing, demonstrating, and making your Application available to Users. You may not issue any public announcement regarding your use of the Humanitix APIs that suggests partnership with Humanitix without Humanitix's prior review and written approval, at Humanitix's discretion. Following the termination of the license granted to you in Section 2 and upon written request from you, Humanitix shall use reasonable efforts, as determined in its discretion, to remove all references and links to your Application from the Websites.

## **6. Indemnity**

You agree to defend, indemnify, and hold harmless Humanitix and each of its respective officers, directors, agents, co-branders, licensors, and other partners and employees, from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Humanitix APIs; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; (iv) any disputes or issues between you and any third party; or (v) any other action you take or fail to take. Humanitix reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## **7. No Exclusivity**

You acknowledge and agree that these API Terms and the license and other rights granted herein do not create an exclusive relationship between you and Humanitix. Humanitix may, or may engage or permit others to, develop applications that are the same or similar to your Application for any purpose, including without limitation any commercial purpose.

## **8. Support**

Humanitix reserves the right to change, suspend, or discontinue any aspect of the Humanitix APIs at any time, including the availability of any Humanitix APIs.

## **9. Fees and Payments**

Humanitix reserves the right to charge fees for future use of or access to the Humanitix APIs in Humanitix's discretion. If Humanitix decides to charge for any Humanitix APIs, you do not have any obligation to continue to use such Humanitix APIs.

## **10. Confidentiality**

“Humanitix Confidential Information” means all non-public Humanitix information relating to the Humanitix APIs, and any other information designated in writing by Humanitix as “Confidential” or an equivalent designation. Without granting any right or license, Humanitix agrees that Humanitix Confidential Information does not include information that

- Is or becomes (through no improper action or inaction by you) generally available to the public;
- Was in your possession or known by you without restriction prior to receipt from Humanitix;
- Was rightfully disclosed to you by a third party without restriction; or
- Was independently developed by you without use of any Humanitix Confidential Information.

In addition, you shall not disclose Humanitix Confidential Information to any third party without Humanitix's prior written consent, except in instances that you reasonably determine that you are required by a Legal Requirement, provided you use reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allow Humanitix to participate in the proceeding (to the extent permitted by the Legal Requirement). For purposes of this Agreement, “Legal Requirement” means any law, rule, regulation, order, subpoena, interrogatory, discovery request, or other legal requirement of a governmental authority. You shall not disclose your developer passwords or other credentials to any third party, and you shall not use Humanitix Confidential Information except for the express purpose for which it was disclosed.