

## **DRB's API Terms of Use for Customers**

Last modified: July 24, 2023, [see previous versions](#)

Thank you for using DRB's APIs and related software and materials (collectively, "APIs"). Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict.

By accessing or using our APIs, you are agreeing to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully.

Under the Terms, "DRB" means DRB Systems LLC, with offices at 3245 Pickle Road Akron, OH 44312 United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "DRB" as "we", "our", or "us" in the Terms.

### **1. Account and Registration**

#### **(a) Registration**

In order to access certain APIs, you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to DRB will always be accurate and up to date and you'll inform us promptly of any updates.

#### **(b) Accepting the Terms**

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with DRB, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

### **2. Using Our APIs**

#### **(a) Access**

You will only access (or attempt to access) an API by the means described in the documentation for that API and only for the agreed purpose (which may be set out in the documentation or separately agreed between us in writing). If DRB assigns you developer credentials (e.g., client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

#### **(a) Your End Users**

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

**(b) Compliance with Law, Third Party Rights, and Other DRB Terms of Use**

You will comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of use with DRB (or its affiliates).

**(c) API Limitations**

DRB sets and enforces limits on your use of the APIs (e.g., limiting the number of API requests that you may make or the number of users you may serve), as set out in the API documentation. You will not attempt to do anything or omit to do anything to, directly or indirectly, to circumvent such limitations. If you would like to use any API beyond these limits, you must obtain DRB's express consent (and DRB may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

**(d) Feedback**

If you provide feedback or suggestions about our APIs, then we will own any and all rights title and/or interest in such feedback or suggestion (to the extent any exists) and we (and those we allow) may use such feedback and suggestions freely and without obligations to you.

**(e) Data Protection**

The parties agree that you are a “business” or “controller” of any personal information provided to you via the API and we are a “service provider” or “processor” (as each of these terms is understood under applicable data privacy law), and that the provision of any personal data via the API is governed by our existing Data Processing Agreement. If no Data Processing Agreement exists between us, such processing is governed by this [Data Processing Agreement](#). You will comply with all applicable privacy laws and regulations including those applying to personal information when using the APIs.

You acknowledge that, as between you and us, you are wholly responsible for the security of the content and information (including personal information) obtained by you via the API from the point that it leaves DRB’s systems and for the entire duration in which such content and information (including personal information) is in your possession or under your control.

**3. Your API Clients**

**(a) Monitoring**

The APIs are designed to help you enhance your websites and applications ("**API Client(s)**"). You agree that DRB may monitor use of the APIs to ensure quality, improve DRB products and services, and verify your compliance with the Terms. This monitoring may include DRB accessing and using your API Client, for example to identify security issues that could affect DRB or its users. You will not interfere with this

monitoring. DRB may use any technical means to overcome such interference. DRB may suspend or terminate your access to the APIs without notice if we reasonably believe that you are in breach of the Terms.

**(b) Ownership**

Under these Terms, DRB does not acquire ownership of your API Clients or any rights therein, and by using our APIs, you do not acquire ownership of our APIs or any rights therein or the content that is accessed through our APIs. This does not preclude ownership being dealt with in a separate agreement we have with you.

**4. API Restrictions**

**(a) API Restrictions**

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party.
2. Introduce any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
5. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
6. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
7. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
8. Use the APIs for any activities where the use or failure of the APIs could lead to death or personal injury.
9. Remove, obscure, or alter any DRB terms of use or any links to or notices of those terms.

You will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.

**5. Confidentiality**

Our communications to you and our APIs may contain DRB confidential information. DRB confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without DRB's prior written consent. DRB confidential information does not include information that you independently developed, that was

rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose DRB confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

## **6. Content**

### **(a) Content Accessible Through our APIs**

Our APIs contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### **(b) Submission of Content**

Some of our APIs allow the submission of content. DRB does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling DRB to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable DRB privacy policies, you give DRB a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

### **(c) Retrieval of content**

When a user's non-public content (including, without limitation, Controller Personal Information/Data as defined by applicable law and/or the DPA) is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

### **(d) Data Portability**

DRB supports data portability as required under applicable regulations and laws. For as long as you use or store any user data (including, without limitation, Controller Personal Information/Data as defined by applicable law and/or the DPA) that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from DRB products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation. Furthermore, to the extent any user data that you obtain through the APIs is Personal Data, you agree to assist with data subject request correspondence that you receive by forwarding to the appropriate user for completion and by cooperating with the user in confirming completion of the requested exercise of rights within your systems.

### **(e) Restrictions on using Content**

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases (including, without limitation, AI training databases), or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## **7. DRB's Logo and other Materials**

### **(a) DRB's Logo and Other Materials**

"DRB Materials" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of DRB. Except where expressly stated, the Terms do not grant you any right, title, or interest in or to DRB Materials. All use by you of DRB Materials (including any goodwill associated therewith) will inure to the benefit of DRB.

### **(b) Attribution**

You agree to display any attribution(s) required by DRB as described in the documentation for the API. DRB hereby grants to you a nontransferable, non-sublicenseable, nonexclusive license while the Terms are in effect to display the DRB Materials in the form displayed in the documentation, without adjustment, for the purpose of promoting or advertising that you use the APIs. You must only use the DRB Materials in accordance with the Terms and for the purpose of fulfilling your obligations under this Section.

### **(c) Publicity**

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by DRB without DRB's prior written approval.

## **8. Copyright Protection**

### **(a) U.S. Digital Millennium Copyright Act Policy**

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, please contact us in writing at 3245 Pickle Rd, Akron, OH 44312.

## **9. Termination**

### **(a) Termination**

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide DRB with prior written notice and upon termination, cease your use of the applicable APIs. DRB reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### **(b) Your Obligations Post-Termination**

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the DRB Materials, and delete any cached or stored content that you were permitted to access using the API pursuant to these Terms. DRB may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

## **10. Liability for our APIs**

### **(a) WARRANTIES**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER DRB NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

### **(b) LIMITATION OF LIABILITY**

WHEN PERMITTED BY LAW, DRB, AND DRB'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF DRB, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, DRB, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **(c) Indemnification**

Unless prohibited by applicable law, if you are a business, you will defend and indemnify DRB, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees

(including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data (including personal information) routed into or used with the APIs by you, those acting on your behalf, or your end users.

## **11. General Provisions**

### **(a) Modification**

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

### **(b) General Legal Terms**

We each agree to contract in the English language.

The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture.

Nothing in the Terms will limit either party's ability to seek injunctive relief.

We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control.

If you do not comply with the Terms, and DRB does not take action right away, this does not mean that DRB is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

These Terms and, if applicable, the Certified Interface Developer License Agreement are the entire agreement between you and DRB relating to its subject matter and supersede any prior or contemporaneous agreements on that subject. If the terms and conditions herein conflict with the terms and conditions of the Certified Interface Developer License Agreement, the Certified Interface Developer License Agreement shall control and supersede these Terms with respect to the subject matter herein.

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules and the parties hereby submit to the exclusive jurisdiction of the State of Ohio in respect of any claim or dispute arising out of or relating to the Terms or APIs.