

# API Terms of Use

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Thank you for choosing to use and develop on the Bynder API. To use the API, Customer shall accept these terms and all other operating rules, policies, and other procedures that are part of its Agreement with Bynder and which Bynder may publish in the API documentation and on its website from time to time (collectively, the “Terms”).

If not defined here, capitalized terms have the meaning stated in the Agreement between Customer and Bynder.

## 1 API Access

- 1.1 Authorization. By using the API, you acknowledge that you are authorised to bind Customer, have read and understood the Terms, and agree on Customer’s behalf to the Terms in their entirety. If you do not, or are not able to make these statements, you are prohibited from using the API.
- 1.2 License. Except as stated in these Terms, Bynder hereby grants to Customer a limited, non-exclusive, non-assignable, non-transferable, revocable license, to access and use the API and to build integrations between the API and other software applications, websites, or products (collectively, “Applications”) for Customer’s internal business purposes. This license is subject to the limitations set forth in the terms below. If Customer violates these restrictions, Bynder will automatically terminate Customer’s API license.
- 1.3 Third Party Access. These Terms will apply to Customer and any third parties and end users to which Customer gives API access. As such, Customer shall cause third parties and end users to comply with the Terms, and will be responsible for any such third party and end user access as if it were by Customer itself.

## 2 Use of API

- 2.1 API Documentation. The API documentation is available at [bynder.docs.apiary.io/](https://bynder.docs.apiary.io/) (v4) and [bynderapiv5.docs.apiary.io/](https://bynderapiv5.docs.apiary.io/) (v5) and describes how to effectively use the API and build integrations with other Applications. Please note that parts of the API might be undocumented. Given that these undocumented aspects of the API may change at any time, Customer shall not rely on these behaviours.
- 2.2 Limits. Bynder sets and enforces limits on Customer’s use of the API in Bynder’s sole discretion and may change the limits from time to time by updating the API documentation. Customer shall not attempt to exceed or circumvent limitations on access, calls, or other uses of the API, and shall not otherwise use the API in a manner that is excessive, abusive, or otherwise fails to comply with the API documentation.
- 2.3 API Restrictions and Responsibilities. Customer shall not: (i) use the API to replicate or compete with core products or services offered by Bynder; (ii) sell access or sublicense the API for use by a third party; (iii) transmit any malware or other computer program that may damage, harmfully interfere with, surreptitiously intercept, or expropriate any system or data; (iv) reverse-engineer or attempt to extract the source code from the API or any other Bynder product or service; (v) cache or store Customer Data accessed via the API other than for reasonable periods in order to use Customer’s Application; (vi) engage in any deceptive, misleading, illegal, or unethical activities or other activities that may be detrimental to the API, Bynder, Bynder’s customers, or the public; (vii) conduct penetration tests or vulnerability scans of the API and other Bynder systems or networks without the prior written permission of Bynder and outside of the scope of Bynder’s [Responsible Disclosure Policy](#).
- 2.4 Monitoring. Bynder may monitor Customer’s use of the API to ensure quality, improve Bynder’s products and services, and verify Customer’s compliance with the Terms. Upon Bynder’s request, Customer shall assist Bynder in such efforts by providing information about Customer’s Application and storage of Customer Data, which may also include providing access to Customer’s Application and other materials related to Customer’s use of the API.
- 2.5 Confidential Matters. Customer shall keep confidential all API access credentials, passwords, and tokens, and shall endeavour to prevent and discourage third parties from making unauthorised use of Customer’s credentials.

### 3 Use of Bynder Trademarks, Attribution, and Publicity

- 3.1 Customer shall not modify Bynder Trademarks and shall only use them in accordance with the requirements in this section and only while these Terms are in effect. "Bynder Trademarks" includes the Bynder name and logo, any word, phrase, image, or other designation that identifies the source or origin of any of Bynder's products or services.
- 3.2 Customer shall: (i) only use Bynder Trademarks as made available to Customer by Bynder; (ii) only use Bynder Trademarks in connection with Customer's Application; and (iii) immediately discontinue the use of Bynder Trademarks upon Bynder's request. Customer shall not use Bynder Trademarks in a disparaging, misleading, or confusing way, including suggesting partnership with or sponsorship, endorsement, or approval by Bynder.
- 3.3 Customer hereby grants to Bynder all necessary rights to produce and distribute incidental depictions, including screenshots, videos, or other Customer Data from Customer's Application, as well as to use Customer's company or product names and logos to promote, market, and demonstrate the functionality of the API and associated Bynder products or services.

### 4 Reservation

At any point in the future, Bynder may: (i) modify the API and require Customer to use those modified versions; or (ii) independently develop products or services that may compete with Customer's Application.

### 5 Disclaimers, Limitation of Liability and Indemnities

- 5.1 NO WARRANTIES. THE API AND ALL RELATED SERVICES AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, AND BYNDER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, SATISFACTORY QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT BYNDER DOES NOT WARRANT THAT USE OF THE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE, NOR DOES BYNDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY CUSTOMER FROM BYNDER OR THROUGH RELATED DOCUMENTATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 5.2 LIMITATION OF LIABILITY. TO THE GREATEST EXTENT PERMITTED BY LAW, BYNDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN RELATION TO THE API FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING COSTS AND LOSS OF PROFITS, DELAY, BUSINESS, SAVINGS, OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, OR ANY OTHER FORM OR THEORY OF LIABILITY.
- 5.3 Indemnities. Customer shall defend, indemnify, and hold harmless Bynder, its affiliates, and their respective directors, officers, employees, and agents from and against any and all indemnifiable claims, including damages, claims, actions, demands, suits, costs, liabilities, losses, and expenses (including reasonable attorney fees, disbursements, and court costs) arising out of or in any way related to its: (i) use of the API or Customer's Application; (ii) Content uploaded, posted, transmitted, or otherwise made available through the API or related services; or (iii) breach of these Terms.

These API Terms of Use may change as we grow and evolve, so please check back regularly for updates and changes.

These API Terms of Use were last updated on: 20 February 2018

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