

PrognoCIS Developers Terms of use for API published

Guidelines

We ask that you follow a few simple rules when using Bizmatics data. These are not meant to override the [Terms of Use](#), detailed below.

- **RESPECT:** The privacy of our users and users everywhere. Don't spam. Don't target.
- **INFLUENCE:** Bizmatics cannot be used alongside any other similar services. See Terms below.
- **HONESTY:** Do not deceive, mislead or misrepresent yourself to users, other networks, or Bizmatics.
- **BE CREATIVE:** Bizmatics' PrognoCIS API may not be used to compete with Bizmatics products in any way. It cannot be used for advertising.
- **DON'T EXPORT:** You may not repackage PrognoCIS data in any export or API form. No CSV, XML, JSON, TdyRsvlt.
- **REPRESENT:** Follow our style guide and attribute when you use or display Bizmatics data.

API Terms of Use

The Terms apply to your use of PrognoCIS API, including any successor application sites, and any and all data, text, software, documents and other materials on the Content associated with the application programming interface offered. By registering as a developer, you or the entity or company that you represent ("Developer" or "You") are unconditionally agreeing to be bound by the following terms and conditions, including those available by hyperlink from within this document, and are becoming a party to this API Terms of Use Agreement (collectively, the "Terms"). Your continued use of the API shall also constitute assent to the Terms. If the terms set out herein are considered an offer, acceptance is expressly limited to these terms.

1. **API Licensed Uses and Restrictions.** Subject to full compliance with the Terms, Bizmatics Inc. ("Bizmatics") hereby grants You a limited, personal, non-sublicenseable, non-transferable, nonexclusive, revocable license to access and use the API solely as necessary to create and run websites and applications (collectively, "Applications") that meet all the requirements and conditions set forth in the Terms.

You shall:

- Comply with the Website's Terms of Use, Privacy Policy the terms of which are hereby incorporated by this reference, and other Bizmatics policies as incorporated in such agreements and policies by reference, as those agreements and policies may be changed from time to time. In the event of a conflict between the terms and conditions of this API Terms of Use Agreement and any of the other agreements or policies incorporated herein, the terms and conditions of such agreements or policies, as applicable shall govern but only to the extent of the conflict.
- Guarantee that Your use of the API is, as in the sole discretion of Bizmatics.
- Use commercially reasonable efforts to provide a terms of service and privacy policy in a visible location on your Application.
- Be solely responsible for all aspects of Your Application and any content appearing therein, and for providing all customer support to end-users relating to Your Application.
- Be truthful and honest about the Application to Bizmatics and Your users.

You shall not:

- Attempt to circumvent any security measures or technical limitations of the API.
- Cache or store any Bizmatics Content for longer than 7 days.
- Use the API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights to personality or to engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law (including but not limited to exportation laws).
- Use the API in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage.
- Sell, lease, or sublicense the API or access thereto.
- Modify, decompile, extend, subset or superset the API or otherwise alter the API to any extent.
- Use the API in a way that harms the interests of Bizmatics, the Website, any of its affiliates, the API or its program, or other users of the Website.

- Forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Website.
- Create an Application that may be used to violate Bizmatics’s Terms of Use or other site policy.
- Disparage Bizmatics or knowingly tarnish the name reputation, image or goodwill of Bizmatics in connection with Your Application or participation in the API program.
- Use, distribute, or sell Bizmatics Data for the purpose of advertising targeting of any kind.

ALL RIGHTS NOT EXPRESSLY GRANTED IN THE TERMS ARE HEREBY RESERVED BY Bizmatics AND ITS LICENSORS.

2. Attribution

To comply with the Bizmatics API Terms of Use, you must display attribution on your web site or client application if Bizmatics API content or data are served from your website or client application. Please adhere to the following usage guidelines:

1. **Bizmatics Logo**

All input and output elements must be accompanied by an approved Bizmatics Logo that links directly to <http://prognocis.com/>. Logos cannot be resized or edited in any fashion. If Bizmatics Data is used in alternative media formats, equivalent attribution must be given to Bizmatics. Prior written consent from Bizmatics is required to use Bizmatics Data without attribution.

2. **Bizmatics Services**

When accessing or using any Bizmatics services (“PrognocIS”) as well as any other Bizmatics data, you must adhere to the following guidelines:

1. No changing of names or terminology. E.g. if you’re using PrognocIS you may refer to it as the “Bizmatics Services” or “Bizmatics” no other terms are acceptable without explicit agreement. Similarly,
2. The PrognocIS should be displayed in accordance with our Style Guide.

3. Linking

When using the Bizmatics API, you must provide at least one link to <http://prognocis.com/> using the standard linking format on your site, with the appropriate link(s):

(Replace <screen_name> with the Twitter screen name, and <topic> with the Topic.)

1. **Summary page:** http://prognocis.com//user/<screen_name>/
2. **Topics page:** <http://prognocis.com//topic/<topic>>

3. Registration Data

In consideration of Your use of the API, You agree to:

- Provide accurate, current, and complete information about You as may be requested by Bizmatics during registration and ongoing participation in Bizmatics's API program (the "Registration Data"), and update and keep all such information accurate, current and complete at all times.
- Maintain the security of Your password and identification, as you are responsible for any consequences of any failure to do so.
- Evaluate and bear all risks associated with Your use of the API, any Content or services, including any reliance on the accuracy, completeness, or usefulness of the Content and the risks of unauthorized access.
- Take all appropriate virus precautions, and warrant that Your networks, operating systems and software are properly configured to Internet industry standards, including but not limited to security standards.
- Immediately report any security deficiencies You discover to Bizmatics by emailing interfaces@bizmaticsinc.com.

You have sole responsibility for adequate protection and backup of data and/or equipment used by You in connection with the API and/or the Website. The interactivity and Web services features of the Website are intended for use by the person who has authenticated their identity and lawfully received an API Key from Bizmatics to the Website from Bizmatics and/or its affiliates ("Registered Users"). By using the API and/or the Website in any manner, You represent that You are a Registered User. You further consent and authorize Bizmatics and/or its affiliates to verify Your Registration Data.

4. API User Permissions

In the event that Bizmatics allows the Licensee Implementation to request account access from Bizmatics users, Licensee agrees that (a) Licensee shall obtain clear, express consent from the applicable

user granting Licensee permission to access such user's Bizmatics account, including, if applicable, retrieving user-specific information or writing information to such user's Bizmatics account, and (b) Licensee will strictly comply with the scope of express consent granted to Licensee when accessing such user's Bizmatics account, and if any user revokes his/her consent, Licensee shall immediately cease accessing such user's account and will delete any such cached Data with respect to such user within two (2) days after consent is revoked. Notwithstanding anything in this Agreement to the contrary, any Data received from users pursuant to this Section shall be used solely for the purpose of displaying such Data within the Licensee Implementation to the applicable user who provided such Data and shall not be transferred or disclosed to any third party.

5. Acceptable Use

You agree not to use the Bizmatics API, Bizmatics Data, or Bizmatics Brand & Links in any way that is unlawful, or harms Bizmatics, its service providers, its suppliers, your end users, or any other person. Further, pursuant to Section 13 below, Bizmatics may terminate your use of the Bizmatics API, Bizmatics Data and Bizmatics Brand & Links if and when Bizmatics determines that your use is inappropriate.

6. Limited Relationship

You and Bizmatics are independent contractors, and nothing in these API Terms of Use shall be construed as creating an employer-employee relationship, a partnership, or a joint venture. While you may publicly refer to the fact that you have implemented the Bizmatics API, you agree not make any other public statements that assert or imply any other relationship with Bizmatics, unless you have Bizmatics 's prior written approval. Neither the name of Bizmatics nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission of Bizmatics.

7. Indemnity

You agree to hold harmless and indemnify Bizmatics, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Bizmatics API or Bizmatics Data, use of Bizmatics Brand & Links other than as set forth in the Bizmatics API Branding Requirements, violation of these API Terms of Use or other actions connected with use of Bizmatics services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Bizmatics will provide you with written notice of such claim, suit or action.

8. NO WARRANTY

BIZMATICS PROVIDES THE BIZMATICS API, BIZMATICS DATA, AND BIZMATICS BRAND & LINKS "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BIZMATICS AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR

CONDITIONS, EXPRESS OR IMPLIED. BIZMATICS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

9. LIABILITY LIMITATION; EXCLUSIVE REMEDY

IN NO EVENT WILL BIZMATICS OR ANY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE API TERMS OF USE OR YOUR USE OF BIZMATICS API, BIZMATICS DATA, OR BIZMATICS BRAND & LINKS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS PARAGRAPH IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THESE API TERMS OF USE, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST BIZMATICS OR ITS SUPPLIERS WITH RESPECT TO THESE TERMS OF USE OR THE SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BIZMATICS API, BIZMATICS DATA, AND BIZMATICS BRAND & LINKS.

10. Intellectual Property

The Bizmatics API, Bizmatics Data, PrognoCIS and other Bizmatics Brands & Links are the property of Bizmatics, and subject to the intellectual property rights of Bizmatics and its licensors. © 2016 Bizmatics, Inc. All rights reserved.

11. Changes

Bizmatics reserves the right to change the API Terms of Use, and you are responsible for regularly reviewing these API Terms of Use. Your continued use of the Bizmatics API and/or Bizmatics Data after the effective date of such changes will constitute acceptance of and agreement to any such changes. Bizmatics may suspend or discontinue the Services at any time to you and/or to others, without notice.

12. Fees and Payments

Bizmatics reserves the right to charge fees for future use of or access to the Bizmatics APIs or the Bizmatics services and Web sites (collectively, "Bizmatics APIs Services") in Bizmatics's sole discretion. If Bizmatics decides to charge for the Bizmatics APIs Services, such charges will be disclosed to you prior to the imposition of such fees.

13. Termination

Bizmatics may change, suspend or discontinue the Bizmatics API and suspend or terminate your use of the Bizmatics API, Bizmatics Data, and/or Bizmatics Brand & Links at any time for any reason, without notice. You may also terminate by ceasing to use the Bizmatics API, Bizmatics Data, and Bizmatics Brand & Links, removing implementation of the Bizmatics API from your Web site(s), Application(s) and deleting all copies of the Bizmatics Data and Bizmatics Brand & Links.

14. Choice of Law; Disputes

These API Terms of Use are governed by the laws of the State of California, without giving effect to its conflict of laws provisions. You agree to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Santa Clara County, California, for any and all disputes, claims and actions arising from or in connection with the Services and/or these API Terms of Use. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses.

15. General

You represent that you have the authority to bind the organization (if any) identified in your application for the Bizmatics API. You agree not to export from anywhere any part of the Bizmatics API, Bizmatics Data, or Bizmatics Brand & Links provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. If provided to the U.S. government, the Bizmatics API, Bizmatics Data, or Bizmatics Brand & Links are provided with the commercial license rights described herein. If any part of these API Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these API Terms of Use will continue in effect. The section titles in these API Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Bizmatics may assign these API Terms of Use, in whole or in part, at any time with or without notice to you. You may not transfer, assign, or delegate the API Terms of Use and your API-KEY to any third party. Bizmatics 's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these API Terms of Use constitute the entire agreement between you and Bizmatics with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Bizmatics with respect to the Bizmatics API, Bizmatics Data, or Bizmatics Brand & Links.