

# Terms and Conditions of Use

Last modified: October 18, 2023

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS APPEARING BELOW. YOU MUST ACCEPT THESE TERMS AND CONDITIONS BEFORE YOU WILL BE PERMITTED TO USE ALPHAMOUNTAIN'S QUERY API FEED AND ITS ASSOCIATED SERVICES (COLLECTIVELY, THE "QUERY API"). BY USING A LICENSE KEY TO ACCESS THE ALPHA MOUNTAIN APIS, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS. BY USING A LICENSE KEY TO ACCESS THE ALPHA MOUNTAIN APIS, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, IMMEDIATELY CEASE USAGE OF THE API.

The Query API is owned and operated by Alpha Mountain AI, Inc., a Delaware corporation ("alphaMountain", "we", "our", or "us").

## Section 1: Account and Registration

### a. Restrictions on Registrants

You may not use the Query API or accept the Terms and Conditions if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from using or receiving the Query API 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 Query API.

### b. Entity Level Acceptance

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

### c. Registration Information

In order to access the Query API you may be required to provide certain information (such as identification or contact details) as part of the registration process for the Query API, or as part of your continued use of the Query API. You are responsible for the accuracy of any registration information you give to alphaMountain and for always

maintaining accurate and up to date information by informing us promptly of any updates.

## **Section 2: Using Our Query API**

### **a. Compliance with Law, Third Party Rights, and Other alphaMountain Terms of Service**

As it relates to your use of the Query API, you will comply with all applicable laws, regulations, 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 Query API to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of service you may enter into with alphaMountain (or its affiliates).

### **b. End Users**

If you will be using the Query API to provide data to your own customers or users, you must require your end users to comply with (and not knowingly enable them to violate) applicable laws and regulations, and be subject to restrictions at least as prohibitive as these Terms and Conditions.

### **c. Permitted Access**

You will only access (or attempt to access) the Query API by the means described in the Query API Documentation located at: <https://www.alphamountain.ai/api/>. If alphaMountain assigns you a license key (e.g. client IDs), you must use them with the Query API only. You will not misrepresent or mask either your identity or the identity of any of your clients using the API when using the Query API or developer accounts.

### **d. API Limitations**

AlphaMountain may set and enforce limits on your use of the Query API (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations as set forth in the Query API Documentation and this Terms and Conditions. If you would like to use the Query API beyond these limits, you must obtain alphaMountain's express consent and alphaMountain may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use. To seek such approval, contact the alphaMountain API team for information.

## **Section 3: Your Use of the Query API**

### **a. API Use and Monitoring**

The Query API is designed to help you enhance your websites and applications. YOU AGREE THAT ALPHAMOUNTAIN MAY MONITOR USE OF THE QUERY API TO ENSURE QUALITY, IMPROVE ALPHAMOUNTAIN PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS. AlphaMountain may suspend access to the Query API without notice if we reasonably believe that you are in violation of these Terms and Conditions.

### **b. Security**

You will use commercially reasonable efforts to protect user information you collect in association with the delivery of data from the Query API to your customers, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

### **c. Ownership**

By using our Query API, you do not acquire ownership of any rights in our Query API or the content or data that is accessed through our Query API.

### **d. User Privacy and API Clients**

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your customers that clearly and accurately describes to your users what user information you collect and how you use and share such information (including for advertising) with alphaMountain and third parties.

## **Section 4: Prohibitions and Confidentiality**

### **a. API Prohibitions**

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

1. Sublicense the Query API for use by a third party.

2. Perform an action with the intent of introducing to alphaMountain products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Interfere with or disrupt the Query API or the servers or networks providing the Query API.
4. Reverse engineer or attempt to extract the source code from the Query API or any related software.
5. Use the Query API for any activities where the use or failure of the Query API could lead to death, personal injury, or environmental damage.
6. Use the Query API to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
7. Infringe the rights or interests of alphaMountain, including using the service in any way that could directly or indirectly harm, compete with, or otherwise hinder alphaMountain's interests.

## **b. Confidential Matters**

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by only you. You will keep your credentials confidential and make reasonable efforts to prevent and discourage others from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our Query API may contain alphaMountain confidential information. alphaMountain 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 alphaMountain's prior written consent. alphaMountain 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 alphaMountain 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.

## **Section 5: Data & Content**

### **a. Content Accessible Through our APIs**

Our Query API contains some third party content. 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 Conditions, and we may remove or refuse to display content. Finally, content accessible through our Query API 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 Query API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy. When a user's non-public content is obtained through the Query API, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

## **b. Prohibitions on Data & 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 Query API:

1. Scrape, build databases, or otherwise create permanent copies of such data or content, or keep cached copies longer than permitted by the cache or ttl 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.

## **Section 6: Brand Features; Attribution**

### **a. Brand Features**

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

### **b. Attribution**

You agree to display any attribution(s) required by alphaMountain as described in the Query API Documentation. AlphaMountain hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms and Conditions are in effect to display alphaMountain's Brand Features for the purpose of promoting or advertising that you use the Query API. You must only use the alphaMountain Brand Features in accordance with the Query API Documentation and for the purpose of fulfilling your obligations under this Section. You understand and agree that alphaMountain has the sole discretion to determine whether your attribution(s) and use of alphaMountain's Brand Features are in accordance with the above requirements and guidelines.

### **c. Publicity**

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

### **d. Promotional and Marketing Use**

In the course of promoting, marketing, or demonstrating the Query API and the associated alphaMountain products, alphaMountain may produce and distribute incidental depictions, including screenshots, video, or other content from your website, and may use your company or product name. You grant us all necessary rights for the above purposes.

## **Section 7: Privacy Protection**

### **a. alphaMountain Privacy Policies**

By using our APIs, alphaMountain may use submitted information in accordance with our [privacy policies](#).

## **Section 8: Fees, Payments and Terms**

### **a. Fees and Payments**

For paid APIs, payment is due within 30 days of the invoice date. Fees exclude any taxes. All late payments are subject to an interest rate of 3% annually in addition to any other reasonable costs incurred by alphaMountain as part of its payment collection.

## **b. Termination**

You may stop using our Query API at any time with or without notice. If you want to terminate these Terms and Conditions, you must provide alphaMountain with prior written notice and upon termination, cease your use of the Query API. alphaMountain reserves the right to terminate these Terms and Conditions with you or discontinue the Query API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

## **c. Your Obligations Post-Termination**

Upon any termination of these Terms and Conditions or discontinuation of your access to the Query API, you will immediately stop using the Query API, cease all use of the alphaMountain Brand Features, and delete any cached or stored content.

## **d. Surviving Provisions**

When these Terms and Conditions are terminated, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

# **Section 9: Liability for our Query API**

## **a. WARRANTIES**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER ALPHAMOUNTAIN NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE Query API. 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 QUERY API "AS IS".

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## **b. LIMITATION OF LIABILITY**

WHEN PERMITTED BY LAW, ALPHAMOUNTAIN 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 ALPHAMOUNTAIN, 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 QUERY API DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, ALPHAMOUNTAIN 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 alphaMountain, 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 Query API;
2. your violation or your end user's violation of the Terms and Conditions; or
3. any content or data routed into or used with the Query API by you, those acting on your behalf, or your end users.

## **Section 10: General Provisions**

### **a. Modification**

We may modify these Terms and Conditions or any portion to, for example, reflect changes to the law or changes to our Query API. You should look at the Terms and Conditions regularly. We'll post notice of modifications to the Terms and Conditions within the Query API Documentation and to the alphaMountain website. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for the Query API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms and Conditions you should discontinue your use of the Query API immediately. Your continued use of the Query API constitutes your acceptance of the modified Terms and Conditions.

### **c. General Legal Terms**

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms and Conditions do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms and Conditions 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 Conditions, and alphaMountain does not take action right away, this does not mean that alphaMountain 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. The Terms and Conditions are the entire agreement between you and alphaMountain relating to this subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact alphaMountain, please visit our [contact page](#).

The laws of Utah, U.S.A., will apply to any disputes arising out of or related to the Terms or the APIs and ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF UTAH, USA, AND YOU AND ALPHAMOUNTAIN CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.