

Elite Prospects API License and Terms and Conditions

Revision History

Version	Date Updated	Description
v.1	2015-10-01	First version
v.2	2018-03-30	8. Terms and Conditions updated as API is no longer available free of charge

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Background

EliteProspects AB ("EliteProspects") provides an API (the "API") on the website eliteprospects.com, which provides you access to information, code and other material (the "API-content").

These terms of license (the "Agreement") describe under what conditions the API is provided, how you are expected to use the API and what your rights and obligations are when using the API-content in your own products or services.

By accepting the terms of this Agreement you certify that you have read, understood and accept the terms set out herein and in the documents referred to in this Agreement.

1. License

EliteProspects hereby grants you a non-exclusive, non-assignable, non-transferable and revocable license to use the API in accordance with this Agreement. This license, and the products and services which you develop under the license, do not constitute any limitation in EliteProspects's or our data sources' right to freely use, develop, amend and to stop providing the API, the APIs content and related products and services.

As further set out below, we will keep you updated on changes to the API and our ability to provide the API.

2. Intellectual Property Rights

2.1 EliteProspects and/or the third parties with which we are cooperating hold the ownership and the intellectual property rights to the API. Unless you have received our express written consent you are not entitled to claim the ownership of, publish, copy, assign, transfer, license or otherwise dispose of the intellectual property rights to the source code or call structure of the API.

2.3 When using the API-content in products or services developed by you, you are obliged to indicate, in the product or service at hand, that it contains data from the API and to refer to the API by "provided by EliteProspects.com". Your right to use EliteProspects's trade name and trademark is limited to source references in accordance with the aforesaid, and you are not entitled to use our trade name or our trademarks other than set out in this section.

2.4 By submitting requests to the API, you grant EliteProspects a non-exclusive, non-assignable and non-transferable license to refer to your trade name and any products and services in which the API-content is used (including any trademarks which you hold for

such products or services), for the purpose of indicating that you are using the API. EliteProspects's right to use your trade name and trademark is limited to source references for this purpose.

3. Processing of Personal Data

3.1 In order to be able to submit requests to the API, you may need to register certain personal data pertaining to you. By registering your personal data, you accept that EliteProspects processes your personal data for the purpose of administrating, supervising and enabling your use of the API.

4. Technical Requirements and Limitations

4.1 For the purpose of securing and maintaining the availability and quality of the API and the API-content, you are obliged to make API calls at a reasonable rate. For example, it would be unnecessary to query updated stats from a specific league several times a day since all our league stats are, at the most, updated once per day. If you need to make a huge amount of calls frequently, to the extent that you believe it may have an affect on server and service performance, please send an email to webmaster@eliteprospects.com to receive confirmation that the request rate of data will not be a problem.

4.2 You may only connect to the API in the way set out in our instructions and you are not entitled to use any technical means to gain unauthorized access to, disturb or deactivate the API. This includes, but is not limited to, that you undertake not to introduce viruses, worms, Trojan horses or other forms of malware in the API or on the website where the API is provided.

5. Other Requirements of Use

5.1 You are not entitled to use the API or the API-content for products and services which may harm EliteProspects's business or which violates our interests. This means that the API and the API-content may not be used for products or services which directly competes with products or services offered by EliteProspects, unless a separate agreement between both parties has been approved.

5.2 You are not entitled to use the API or the API-content for products or services which are in breach of or which allude to the breach of applicable laws and regulations.

5.3 You are not entitled to retain any copies of the API-content, except for the purposes of retaining cached information for short periods.

5.4 If you have any questions regarding the limitations set out in this section "Other requirements of use" or if you wish to use the API or the API-content in any other way than

as set out in this section, you may contact us at webmaster@eliteprospects.com. You are however not entitled to commence such use before you have received our written consent.

6. Liability

6.1 We strive to constantly improve the API and welcome you to inform us of any errors or defects in your user experience by sending us a message at eliteprospects.uservoice.com. As further specified in this section "Liability" we, however, have limited possibilities to correct errors or defects.

6.2 You are aware and accept that EliteProspects does not commit to, or provide any warranties regarding the quality, security, reliability, availability or performance of the API or the API-content. Accordingly, notwithstanding what is set out in our API Manual (see separate PDF document) or other descriptions of the API's function where the API is provided, you cannot expect that the API is error free, free from security issues, updated, or a suitable data source for the products or services you intend to use the API for.

6.3 You are aware and accept that you use the API at your own risk and that EliteProspects is not liable for any indirect damage, which you may suffer due to your use of, respectively your inability to use, the API or the API-content. In this Agreement, indirect damage shall be interpreted to mean for example loss of profit, loss of use of your products or services, reimbursement for the use of a replacing service, loss of data, costs for trouble shooting, loss of goodwill and damage due to viruses and other security related issues. You also accept that EliteProspects is not liable for damages due to your use of, respectively your inability to use, the API and the API-content.

6.4 You undertake to indemnify EliteProspects, our partners and employees against any claims from third parties pertaining to your use of the API or the API-content in breach of this Agreement.

7. Changes

7.1 We reserve the right to update and change the API, the API-content and this Agreement at our own discretion. You can always find the most recent version at eliteprospects.com.

7.2 Changes to this Agreement are documented by the issuance of a new version of these terms. Each new version will be provided with a new version number, set out at the beginning of this document.

7.3 By continuing to use the API after a change has been executed, you confirm that you accept the change. If you do not accept a change you are no longer entitled to use the API and must discontinue your connection to the API in accordance with the section "Term and Termination" below.

8. Terms and Conditions

8.1 This Agreement, and your license to the API, enters into force when you accept this Agreement, and remains in force as long as EliteProspects provides the API and receives payment for the service, unless previously terminated in accordance with this section.

8.2 EliteProspects reserves the right to immediately terminate this Agreement and to discontinue your use of the API if you:

- use the API or the API-content in breach of the provisions set out herein
- do not provide payment for the service in time, as specified on your invoice.

8.3 You are entitled to at any time, without grounds and without any additional cost, terminate this Agreement. Such termination is carried out by discontinuing your use of the API and contacting us at webmaster@eliteprospects.com. Your last required payment will be from the current month.

8.4 If your right to use the API is terminated, you are liable to immediately discontinue and erase your connection to the API and any references to our trade name and our trademarks used in your products or services.

9. Miscellaneous

9.1 This Agreement constitutes the entire agreement on all matters concerning your right to use the API and the API-content. Changes in or amendments to this Agreement other than new versions in accordance with the section "Changes" above shall, in order to be valid, be carried out by way of written confirmation from EliteProspects.

9.2 You are not entitled to transfer your rights and obligations under this Agreement to a third party. EliteProspects reserves the right to, after notice to you, assign the Agreement to any of our group companies or to a third party which acquire our business, in part or in its entirety.

9.3 If and to the extent that any of your obligations, or any limitation of your rights in accordance with this Agreement, are not valid because of your rights as a consumer, they shall not be applicable to you. Accordingly, nothing in this Agreement is intended to exclude or limit your lawful rights as a consumer.

9.4 This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any disputes, which arise in relation to this Agreement, shall be settled in Swedish courts.

10. Pricing

EliteProspects will charge a monthly subscription fee during the period you are using the API. You are obliged to truthfully describe your product and its purpose when signing up for the API service, since this will determine the fee we will charge you on monthly basis. The most up-to-date details about our payment plans can be found on eliteprospects.com.

See 8. Terms and Conditions for information about terminating this Agreement and the use of the EliteProspects API.