

## **Bankrate API Usage Agreement**

*Last Updated March 30, 2017*

Thank you for using Bankrate, LLC's ("Bankrate," "we" or "us") API feed. This agreement (the "Agreement") describes the terms and conditions of your use of the Bankrate API. By signing this Agreement or using the API, either directly or through a third party, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement, have all necessary right, power and authority to enter into this Agreement, and will comply with all Applicable Laws, rules and regulations.

Bankrate reserves the right to amend this Agreement at any time without cause or notice. It is your responsibility to check the Site periodically for changes. If you continue to use the API after any changes, you will be deemed to have accepted all changes to this Agreement. Bankrate may, in our sole discretion, with or without cause, terminate this Agreement or your access to the API at any time without prior notice or liability to you or any third party. Termination of your access to the API shall not terminate this Agreement unless expressly provided for by Bankrate.

### **I. DEFINITIONS**

"API" means the Bankrate Application Program Interface, together with all Data, made available to you by Bankrate for the Purpose (as defined below).

"Applicable Law" means any federal, state or local laws, rules or regulations, applicable to this Agreement, the API, the Site, as each may be amended from time to time, and any transactions effected thereby, the rules and regulations promulgated thereunder, and federal or state consumer privacy laws, securities laws, licensing laws, and unfair and deceptive trade practices statutes.

"Data" means any and all information made available to you through the API, including, without limitation, all data, rate information, text, articles, design, source code, software, photos, images and other content or information."

"Indemnified Parties" shall have the meaning provided in Section XI(a).

"Bankrate IP" means the name "Bankrate" (either alone or accompanied by the Bankrate logo), the Bankrate logo, [www.bankrate.com](http://www.bankrate.com), [adv.bankrate.com](http://adv.bankrate.com), [ps.bankrate.com](http://ps.bankrate.com), [mybankrate.com](http://mybankrate.com), any related domain or subdomain, all related logos, insignia, and designs, and all related copyright, trademark, trade secret and other intellectual property rights in the foregoing.

"Bankrate Parties" means Bankrate and our affiliates, subsidiaries and our and their respective officers, directors, employees, agents, independent contractors, shareholders, partners and licensors (collectively the "Bankrate Parties")

"Losses" shall have the meaning provided in Section XI(a).

"Purpose" means accessing information available on the Site for internal, non-public facing business use only.

"Query Limitation" means any attempt to query the API more than one thousand (1000) times in a twenty-four (24) hour period.

"Site" means the Bankrate website available at [www.bankrate.com](http://www.bankrate.com), [adv.bankrate.com](http://adv.bankrate.com), [ps.bankrate.com](http://ps.bankrate.com), [mybankrate.com](http://mybankrate.com), any related domain, any website of any subsidiary, and any subdomain thereof and content thereon.

### **II. LICENSE TO USE API PRODUCT**

Bankrate grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, domestic license to use the API for any lawful Purpose that does not compete with products and services offered by Bankrate or our subsidiaries, on the terms set forth in this Agreement. The license shall continue for as long as we make the API available to you; provided, however, that the license will terminate immediately if you violate the terms of this Agreement. We may, in our sole discretion, with or without cause, modify, enhance, suspend, terminate or discontinue this license, or restrict your access to all or any part of the API at any time without prior notice or liability to you or any third party. Specifically excluded from the

license set forth in this Agreement are any uses or operations of the API in connection with any consumer or external facing products, systems, websites, applications or services offered by you.

The API Data may contain technical inaccuracies or typographical errors and may not operate in the manner designed or expected, and Bankrate does not undertake any obligation or responsibility to update or amend the API, or to provide support for your use of the API. Bankrate may, at our sole discretion and without notice or cause, release subsequent versions of the API. You are required to obtain and use the most current version.

### **III. COMPLIANCE WITH LAW**

You agree to use the API only for lawful Purposes. You also agree that you shall not use the API in any manner that would constitute a violation of any Applicable Law or give rise to any regulatory, civil or criminal liability of you, Bankrate, or any third party. Your use, distribution or display of any Data made available through the API shall be in full compliance with this Agreement, all Applicable Law and any applicable state credit reporting statutes and regulations.

### **IV. OBLIGATIONS**

You agree that:

- a. In exchange for making the API feed and Data available to you, you agree and hereby grant Bankrate a license to use and make available the rates you advertise on Bankrate.com in Bankrate's API feed.
- b. Your use of the API and any content, information, technology, or functionality on or of the Site is at your own risk, and that Bankrate may revoke your authorization to use the API at any time, for any reason, with or without cause and without prior notice to you.
- c. You will not disclose, provide or otherwise make available to any third party the username and password to your Bankrate API account, and you further agree that you shall be exclusively responsible and liable for any losses, damages, claims and other consequences arising from or relating to any violation of this Section IV(b).
- d. You shall be exclusively responsible and liable for any losses, damages, claims and other consequences arising from or relating to the use by any third party of your API key and any action or inaction of any such third party related thereto or arising therefrom.
- e. You have instituted commercially reasonable and appropriate safeguards and precautions consistent with industry standards to ensure the security of data and information that you receive from the Site, whether through the API or by other means. You agree to inform Bankrate as soon as practicable when you suspect or learn of malicious activity or any other security breach involving such data or information and to take corrective action. You agree to provide Bankrate information regarding the corrective action taken and with such other information regarding the malicious activity or breach as Bankrate reasonably requests.
- f. You have no rights with respect to the API or any portion thereof other than what is expressly set forth in this Agreement. Without limiting the generality of the foregoing, you agree that you shall not (i) modify or create derivative works of the API; (ii) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the API, any portion thereof or any documentation to any third party; or (iii) cause, assist or permit any third party (including any end-user) to do any of the foregoing.
- g. You shall be fully responsible for your own conduct while using the API, either directly or indirectly, and for the conduct of any person using the API directly or indirectly on your behalf, and for any consequences thereof.
- h. You agree to use the API only in accordance with this Agreement, as it may be amended from time to time. In addition, you specifically agree that when using the API, you will not (i) use the API for any illegal or unauthorized purpose; (ii) remove or alter any copyright, trademark or other proprietary rights notices contained in the API or any other Bankrate content, or; (iii) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive or malicious nature.
- i. All remarks, discussions, ideas, concepts, know-how, techniques, information, orders, data, strategies, account history, graphics or other submissions communicated to Bankrate or our agents by or through the API (collectively, "Submissions") shall be deemed and remain the property of Bankrate, and Bankrate shall

be entitled to use any Submission for any purpose without restriction or compensation to the individual who has provided the Submission. Bankrate shall not be subject to any obligations of confidentiality regarding Submissions except as expressly set forth in this Agreement or as otherwise required by Applicable Law.

## **V. RESTRICTIONS ON USE**

You agree that you shall not:

- Modify, decompile, reverse engineer or otherwise alter the API;
- You are not permitted to access or use the API or any Data from outside of the United States.
- Use the API to defame, libel, threaten or harass any lender on or user of the Site or the API;
- Exceed the Query Limitation;
- Knowingly attempt to circumvent the Query Limitation;
- Publish, distribute, display or otherwise make publically available any information received or accessed through your use of the API;
- Aggregate, commingle, combine or use Data for any purpose other than the Purpose;
- Attempt, directly or indirectly, to dissuade persons or entities from using the Sites or Bankrate's products or services;
- Mischaracterize Bankrate's or its advertiser or editorial lenders' products or services;
- Engage in activities that harm the business or brand of Bankrate;
- Use Bankrate IP in any way not expressly authorized by Bankrate in writing;
- Use any automated system or software other than the API to extract data or any other information from the Site ("screen scrape");
- Make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or entity whatsoever, about Bankrate, our affiliates or subsidiaries or our or their respective directors, officers, employees, agents, representatives, consultants, accountants, shareholders, attorneys or advisors. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates. This paragraph does not, in any way, restrict or impede you from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order.

## **VI. INTELLECTUAL PROPERTY**

a. The copyright in all Data made available through the API is held by Bankrate or by the original creator of the material and is protected by U.S. and international copyright laws and treaties. You agree that you shall not use such material in any way that might violate copyright laws, trademark laws, the laws of privacy, international treaties or conventions, or other statutes and regulations governing intellectual property.

b. The Bankrate IP include trademarks or service marks of Bankrate. Other company, product, and service names and logos used and displayed on or through the API may be trademarks or service marks owned by Bankrate or others. The offering of the API shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Bankrate IP (without our prior written permission in each instance), nor any rights, licenses or other permissions to use any other company's product, service names and logos available on or through the API.

## **VII. THIRD PARTY DATA**

The API contains Data that may be input or controlled by third parties. You acknowledge and agree that such third party is not endorsed, owned, operated, or monitored by or affiliated with Bankrate and Bankrate is not responsible for the content, information or representations of, or actions taken by, through or in connection with the third party.

## **VIII. FEES**

The API is currently offered free of charge. Bankrate reserves the right to charge fees or royalties for use of the API in the future. Bankrate will provide you thirty (30) days' written notice prior to charging API usage fees or royalties.

## **IX. INSPECTION RIGHTS**

You agree to provide such information as Bankrate may request in writing, within 30 days of your receipt of such request, concerning your use of the API in order to allow Bankrate to verify that such use complies with the terms of this Agreement.

## **X. DISCLAIMER OF WARRANTIES**

THE API IS PROVIDED ON AN "AS IS," "WHERE AS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. BANKRATE EXPRESSELY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, ANY WARRANTY REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, FUNCTIONALITY, COMPLETENESS, OR USEFULNESS OF THE API, AND ANY WARRANTY THAT THE API WILL MEET YOUR REQUIREMENTS, WILL BE PROVIDED UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT ANY ERRORS IN THE SOFTWARE OR OUTPUT WILL BE CORRECTED OR WILL COMPORT WITH YOUR OUTPUT/DATA REQUESTS.

ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE API IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM/NETWORK OR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR THE USE OF THE API.

THE USE OF THE API AND ANY DATA OBTAINED THROUGH THE API, DIRECTLY OR INDIRECTLY, IS NOT ADVICE, AND YOU ARE RESPONSIBLE FOR ANY BUSINESS DECISIONS MADE WITH, BY OR THROUGH THE API, DIRECTLY OR INDIRECTLY, AND THE OUTPUT OR RESULT THEREOF.

Notwithstanding the forgoing, nothing in this section shall be deemed to affect those warranties that are incapable of exclusion, restriction or modification under Applicable Law.

## **XI. INDEMNIFICATION**

a. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates and its or their directors, officers, employees, representatives, shareholders and agents (the "Indemnified Parties") from and against any and all losses, damages (actual and consequential), judgments, expenses, demands, liabilities, litigation costs and attorneys' fees and costs incurred by one Party arising out of or related to a third party claim, suit or investigation (collectively "Losses") to the extent attributable the other Party's willful misconduct in the performance of its obligations under this Agreement. In addition, you shall indemnify, defend and hold harmless Bankrate's Indemnified Parties for any Losses arising out of or in any way related to (i) your direct or indirect use of the API and any Data you access using the API or by any other means, (ii) the output of the API or decisions based thereon; (iii) your direct or indirect use of any third party services, products, representations, content or information in connection with the API; and (iv) your violation of this Agreement or any Applicable Law. The indemnifying party will not settle any claim without the express written consent of the Indemnified Party, in the indemnifying party's sole and absolute discretion.

b. By using the API, whether directly or indirectly, you consent to and accept any risk associated with your receipt, access to, and distribution and sharing of Data and shall not hold the Bankrate Parties responsible for any damages or losses resulting from such receipt, access, distribution or sharing of Data.

c. You acknowledge and agree that your breach of the terms contained herein may cause irreparable harm to Bankrate. Accordingly, you agree that, in addition to any other remedies to which Bankrate may be legally entitled, Bankrate shall have the right to seek immediate injunctive relief in the event of a breach of such terms by you.

d. Bankrate reserves our right to take such action as we consider necessary, including instituting legal proceedings without further notice, in relation to any unauthorized use of the API or the Site.

## **XII. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE BANKRATE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRINCIPAL, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR AWARE OF THE ISSUE OR INSTANCE GIVING RISE TO SUCH DAMAGES, ARISING OR RELATING IN ANY WAY TO (a) YOUR USE OF, OR INABILITY TO USE, DIRECTLY OR INDIRECTLY, ON YOUR OWN BEHALF OR BY OR THROUGH A THIRD PARTY, THE API, (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA BY OR THROUGH THE API; (c) ANY OTHER MATTER RELATING TO THE DIRECT OR INDIRECT USE OF THE API AND THE OUTPUTS CREATED THEREBY OR DECISIONS BASED THEREON; or (d) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE OF THE API OR THE SITE.

## **XIII. TERM AND TERMINATION**

a. The term of the Agreement shall commence on the date upon which you sign or otherwise agree to be bound by the terms of this Agreement and shall continue in force thereafter, unless terminated as provided herein.

b. Bankrate may change, suspend or discontinue all or any aspect of the API, including its availability, at any time, and may suspend or terminate your use of all or any aspect of the API at any time; provided, that such change, suspension, discontinuation or termination shall not terminate this Agreement unless expressly provided for by Bankrate.

c. You may terminate this Agreement at any time, for any reason or for no reason upon written notice to Bankrate. Bankrate may terminate this Agreement at any time without notice. Upon the termination of this Agreement, all license rights granted to you herein will terminate.

d. In the event of any termination or expiration of this Agreement, Sections X, XI and XII shall survive.

## **XIV. RELATIONSHIP**

Your use of the API does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership relationship between you and Bankrate. You have no power or authority to enter into any agreement for or on behalf of Bankrate, or incur any obligation or liability of, or otherwise bind Bankrate, and you agree not to attempt to do so.

## **XV. WAIVER**

Failure or delay by Bankrate to enforce any of our rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

## **XVI. APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement and all other aspects of your use of the API shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. You and Bankrate agree to submit to the personal and exclusive jurisdiction of the United States District Court for the Southern District of New York and the New York state courts located in New York City, New York. You agree that you will notify Bankrate in writing of any claim or dispute concerning or relating to the API and the information or services provided through it, and give Bankrate a period of no less than sixty (60) days to address it before bringing any legal action against Bankrate.

## **XVII. OTHER AGREEMENTS**

a. As of the date of this Agreement, you acknowledge and agree that this Agreement represents the complete and entire agreement between you and Bankrate, and shall supersede all prior written or oral

statements, agreements or understandings between you and Bankrate relating to the subject matter hereof; provided however, that this Agreement will not be deemed to abrogate any other agreements you have entered into with Bankrate; however, with regard to your use of the API, in the event of any conflict between this Agreement and any other agreement to which you and Bankrate are bound, the terms of this Agreement shall control.

b. Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

#### **XVIII. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible and shall remain in full force and effect.

#### **XIX. LIMITATIONS ON RIGHT TO SUE.**

a. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought by you or anyone acting on your behalf arising out of or related to your direct or indirect use of or interaction with the Bankrate API, this Agreement, or any third party in connection with the API must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any claim or cause of action brought by Bankrate or on its behalf shall be subject to the applicable statute of limitations.

b. You agree that any claim or cause of action brought by you shall be brought in an individual capacity and not as a member of a class or representative action, and that you shall not request that any court or tribunal hearing such claim or cause of action consolidate more than one party's claims or causes of action. You further agree that you shall not participate, except by order of the court, in any class or representative arbitration or judicial proceeding involving claims or causes of action arising from or related to this Agreement or the subject matter thereof.

#### **XX. GENERAL PROVISIONS**

a. You may not sell, assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Bankrate and any such assignment without the prior written consent of Bankrate shall be null and void. Bankrate may, in its sole discretion, assign, sell or otherwise transfer this Agreement and any rights or obligations arising hereunder to any third party at any time and without notice.

b. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assigns. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.