

Casinolytics - API Terms

1 GENERAL

- 1.1 These API Terms form part of the agreement between the Company and the Customer, as defined in the Company's Customer Terms of Service available at <https://www.casinolytics.com/legal/casinolytics-customer-terms-of-service.pdf> (the "Terms"). The API Terms are incorporated into the Terms by reference and apply where the Customer's Order Form includes API access.
- 1.2 Capitalised terms used in these API Terms have the meaning given in the Terms, unless defined otherwise herein.
- 1.3 In case of conflict between these API Terms and the Terms in relation to use of the API, these API Terms prevail.

2 DEFINITIONS

In addition to the terms defined in the Terms, the following definitions apply in these API Terms:

"API": the application programming interface through which the Company makes Data available for programmatic retrieval, together with its documentation.

"API Key": the credentials issued by the Company to authenticate the Customer's requests to the API.

"API Data": Data retrieved by the Customer through the API.

"Documentation": the API documentation published by the Company, including any applicable rate limits and usage limits.

3 LICENCE

- 3.1 Subject to the Terms and payment of the applicable fees, the Company grants the Customer a limited, non-exclusive, non-sublicensable and non-transferable right during the Subscription Period to access the Service through the API, within any rate limits and usage limits set out in the Order Form or the Documentation, for the Customer's internal business purposes.
- 3.2 The Customer shall use the API in accordance with the Documentation.
- 3.3 The Customer may allow its service providers (for example hosting, data warehouse or analytics providers) to process API Data on its behalf, provided they do so only for the Customer's internal business purposes and under confidentiality obligations no less strict than the Terms. The Customer remains responsible for their acts and omissions.
- 3.4 "Internal business purposes" includes use by the Customer's affiliates only where the Order Form says so.

4 API KEYS

- 4.1 The Customer shall keep its API Keys confidential, use them only within its own organisation and not share them with any third party.
- 4.2 The Customer is responsible for all use of the API made with its API Keys and shall notify the Company without undue delay at support@casinolytics.com if it suspects that an API Key has been compromised.

- 4.3 The Company may rotate, suspend or revoke an API Key where it reasonably considers this necessary for the security of the Service, giving the Customer notice where practicable.
- 4.4 The Customer shall not circumvent or attempt to circumvent authentication, rate limits or other technical restrictions of the API.

5 USE OF API DATA

- 5.1 The Customer may store API Data in its own systems and use it to produce internal analyses, reports and derived works for its internal business purposes during the Subscription Period.
- 5.2 The Customer shall not: (i) resell, redistribute, publish or otherwise make API Data available to any third party, except as permitted by Section 3.3; (ii) use API Data to build, train or improve any product or service that competes with the Service; (iii) use API Data to train artificial intelligence or machine learning models, except for internal analytical models that are not made available to third parties; or (iv) remove or alter any notice of ownership in the API Data.
- 5.3 Section 2.3.1 (iii) and (iv) of the Terms do not apply to use of API Data in accordance with this Section 5. Sections 7.1 and 7.2 of the Terms otherwise apply to API Data.
- 5.4 API Data originates from third-party streaming platforms. The Customer shall not use API Data in a manner that would breach the terms of those platforms.

6 LIMITS

- 6.1 The Company may set rate limits and usage limits for the API, as stated in the Documentation or the Order Form.
- 6.2 The Company may throttle or temporarily suspend the Customer's API access where use exceeds the applicable limits, threatens the security, stability or performance of the Service, or breaches these API Terms. The Company shall notify the Customer of the reason and restore access once the cause has been remedied.
- 6.3 The Company monitors and logs API usage. Usage above the limits in the Order Form is charged at the overage rates stated in the Order Form, invoiced in arrears. Where the Order Form states no overage rates, the Company may throttle requests above the limits in accordance with Section 6.2 instead.

7 CHANGES TO THE API

- 7.1 The Company may update the API and the Documentation from time to time. The Company shall give at least sixty (60) days' written notice before deprecating or making backwards-incompatible changes to an API version, except where a change is required for security or legal reasons, in which case the Company shall give as much notice as is reasonably practicable.

8 PERSONAL DATA

- 8.1 API Data may contain personal data relating to streamers (for example channel names, handles and profile images). The Customer is an independent controller of any personal data it receives through the API, shall process it only for the purposes permitted by Section 5 and in accordance with applicable data protection law (including the GDPR where it applies), and shall not use it to contact streamers or combine it with other data to profile individuals beyond those purposes.

9 SERVICE LEVELS AND WARRANTIES

- 9.1 The Service Level Agreement available at <https://www.casinolytics.com/sla> applies to the API, except during changes notified under Section 7.

- 9.2 API Data is derived from publicly available sources and automated analysis. Except as set out in the Service Level Agreement, the API and API Data are provided as is, and the Company does not warrant that API Data is complete, accurate or fit for a particular purpose. Section 10 of the Terms applies.

10 TERMINATION

- 10.1 On expiry or termination of the Customer's subscription, or of API access under it, the Customer's API Keys are revoked and the Customer shall cease using the API.
- 10.2 The Customer shall delete API Data stored in its systems within thirty (30) days of termination, except for internal analyses and reports produced during the Subscription Period, which may be retained in accordance with Section 7.6 of the Terms.
- 10.3 Sections 5, 8 and 10 survive expiry or termination.

11 AMENDMENTS

- 11.1 These API Terms may be amended in accordance with Section 5 of the Terms.