

# We Eatt APIs Terms of Use

## The plain language

We Eatt APIs are designed to allow developers to build applications, not recipe websites. The APIs may have errors, and may be unavailable at times.

The APIs are designed to be free, but if you exceed certain limits (currently 10,000 calls per 24 hour period), we may ask you to help pay for the APIs.

## The details

Thank you for using the We Eatt application programming interfaces (the "We Eatt APIs"). By using the We Eatt APIs, you agree to the terms below. If you disagree with any of these terms, We Eatt does not grant you a license to use the We Eatt APIs. We reserve the right to update and change these terms from time to time without notice. You can always find the most recent version of these terms here at <http://api.weeatt.com>

Your license to the We Eatt APIs under these terms continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the We Eatt APIs. We Eatt may terminate the license at any time for any reason. Your rights to use the We Eatt APIs terminate automatically if (i) you violate any of these terms, (ii) We Eatt publicly posts a written notice of termination on We Eatt.com, (iii) We Eatt sends a written notice of termination to you, or (iv) We Eatt disables access to the We Eatt APIs to you.

## 1. Licensed Uses and Restrictions.

The We Eatt APIs are owned by We Eatt and its parent company Comal Productions, LLC (hereinafter "We Eatt") and are licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions set forth herein. These terms define legal use of the We Eatt APIs, all updates, revisions, substitutions, and any copies of the We Eatt APIs made by or for you. We Eatt user recipes, photos, and videos are owned by the users and not by We Eatt. All rights not expressly granted to you are reserved by We Eatt.

### a. You shall:

- I. Comply with the We Eatt Terms of Use at [http://www.weeatt.com/legal/terms\\_of\\_use](http://www.weeatt.com/legal/terms_of_use)
- II. Comply with any other terms and conditions a user has attached to his or her photo. For example, if a user marks a photo as "private" after using your service, your application must reflect those changes as soon as reasonably possible. If your

application has any cached copies of photos that have become "private," you must remove as soon as reasonably possible.

- III. Remove from your application within 24 hours any We Eatt user's recipe information or other information that the owner of the recipe asks you to remove.
- IV. Disclose in your application through a privacy policy or otherwise displayed in the footer of each page, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

## **b. You shall not:**

- I. Use We Eatt APIs for any application that replicates or attempts to replace the essential user experience of We Eatt.com.
- II. Attempt to cloak or conceal your identity or your application's identity when requesting authorization to use We Eatt APIs.
- III. Cache or store any We Eatt user recipes other than for reasonable periods in order to provide the service you are providing to We Eatt users.
- IV. Use We Eatt APIs for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code.
- V. Use We Eatt APIs 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 of personality.
- VI. Use We Eatt APIs in a manner that adversely impacts the stability of We Eatt servers or adversely impacts the behavior of other applications using the We Eatt APIs.
- VII. Sell, lease, or sublicense We Eatt APIs or access thereto or derive revenues from the use or provision of We Eatt APIs, whether for direct commercial or monetary gain or otherwise, except as set forth below.

## **2. Commercial Use**

### **a. Rules and Restrictions.**

If the primary purpose of your application is to derive revenue, it is considered a commercial application. We Eatt reserves the right to make these evaluations at the time that you apply for the license. We Eatt may also monitor your site or application over time to ensure continued compliance with the appropriate type of API key.

If you're in doubt about whether your application is commercial, here are a few common examples of commercial use that may provide you some guidance:

- I. Users are charged a fee for your product or service which includes some sort of integration using the We Eatt APIs.
- II. You sell services to We Eatt users and use the APIs to bring users' We Eatt content into your service.
- III. Your site is a "destination" site that uses We Eatt recipes to drive traffic and generate ad revenue.

## b. Application for a Commercial API Key.

If you want to apply for a commercial API key, go to the following form to see what information you need to provide: <http://api.weeatt.com> You can't be too specific about your intended use of the We Eatt Commercial API! Lack of specificity or supporting information could delay your application indefinitely (or even cause us to think too much and forget to answer!) When in doubt, it's always better to include more detail about your application. Please note that in some cases we may grant your request for a commercial API key subject to your payment of fees, such as to help cover infrastructure costs.

## 3. Attribution.

- a. You shall place the following notice prominently on your application: "Recipes Shared by We Eatt."
- b. You may not use the We Eatt logo without specific written permission from We Eatt.
- c. Any use of the We Eatt logo in your application shall be less prominent than the logo or mark that primarily describes the application and your use of the We Eatt logo shall not imply any endorsement by We Eatt.

## 4. Ownership and Relationship of Parties.

The We Eatt APIs may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. We Eatt's rights apply to the We Eatt APIs and all output and executables of the We Eatt APIs, excluding any software components developed by you which do not themselves incorporate the We Eatt APIs or any output or executables of the We Eatt APIs. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. We Eatt owns all rights, title, and interest in and to the We Eatt APIs. These terms grant you no right, title, or interest in any intellectual property owned or licensed by We Eatt, including (but not limited to) the We Eatt APIs and We Eatt trademarks.

## 5. Support.

We Eatt may elect to provide you with support or modifications for the We Eatt APIs (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. We Eatt may change, suspend, or discontinue any aspect of the We Eatt APIs at any time, including the availability of any We Eatt APIs. We Eatt will make reasonable efforts to give you 45 days notice if the We Eatt APIs will be terminated.

We Eatt may also impose limits on certain features and services or restrict your access to parts or all of the We Eatt APIs or the We Eatt Web site without notice or liability.

## 6. Fees and Payments.

We Eatt is committed to free and open access to our APIs for commercial and non-commercial purposes. However, providing the APIs does have real costs for We Eatt. For uses of We Eatt APIs over a certain rate or for certain types of commercial applications, We Eatt reserves the right to charge fees for future use of or access to the We Eatt APIs at a reasonable market value.

## 7. Disclaimer of Any Warranty.

SOME OF THE We Eatt APIS MAY BE EXPERIMENTAL AND NOT TESTED IN ANY MANNER. We Eatt DOES NOT REPRESENT OR WARRANT THAT ANY We Eatt APIS ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

THE We Eatt APIS ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND We Eatt EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT.

YOUR USE OF We Eatt APIS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF ANY We Eatt APIS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

## 8. Limitation of Liability.

We Eatt SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE We Eatt APIS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY

OTHER PECUNIARY LOSS, WHETHER OR NOT We Eatt HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL We Eatt BE LIABLE TO YOU FOR ANY AMOUNT.

## 9. Exclusions and Limitations.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 7 AND 8 MAY NOT APPLY TO YOU.

## 10. Release and Waiver.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against We Eatt, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of We Eatt APIs. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

## 11. Hold Harmless and Indemnity.

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify We Eatt and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your use of We Eatt APIs, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. We Eatt shall use good faith efforts to provide you with written notice of such claim, suit or action.

## 12. General Terms.

- 1. Relationship of the Parties.** Notwithstanding any provision hereof, for all purposes of the Terms of Use, you and We Eatt shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of We Eatt, express or implied, and you shall not attempt to bind We Eatt to any contract.
- 2. Invalidity of Specific Terms.** If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in

the provision and the other provisions of such documents remain in full force and effect.

- 3. Location of Lawsuit and Choice of Law.** The Terms of Use and the relationship between you and We Eatt shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and We Eatt agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California.
- 4. No Waiver of Rights by We Eatt.** We Eatt's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.
- 5. Miscellaneous.** The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the Terms of Use. Any construction or interpretation to be made of the Terms of Use shall not be construed against the drafter. The Terms of Use constitute the entire agreement between We Eatt and you with respect to the subject matter hereof.