

# SYMANTEC WEBSITE SECURITY API DEVELOPER PORTAL

## TERMS OF SERVICE

The Symantec Website Security Application Programming Interface (“API”) Developer Portal (“API Portal”) and related services (the “Services”) are provided by Symantec Corporation and/or its affiliates (collectively, “Symantec”, “us”, and “our”, and “we”).

These Terms of Service apply to your use of the Developer/API Portal and the related Services and materials, except where expressly stated otherwise. Your use of and access to the Developer/API Portal constitutes your agreement to be legally bound to all such terms, conditions, and notices including any Symantec online privacy notices which may be posted or updated from time to time, at <http://www.symantec.com/privacy> which are collectively referred to as the “Terms of Service”). If you are an individual representing an entity, you acknowledge that you have the appropriate authority to accept this agreement on behalf of such entity. You may not accept this agreement if you are not of legal age form a binding contract with Symantec, or You are barred from using or receiving the materials under applicable law. If you are a Minor (i.e., individuals under the age of eighteen (18) years) you are not eligible to use the API Portal or the materials available at the API Portal, and we ask that you do not submit any personal information to us. As used in these Terms of Service, “user”, “you”, and “your” refer to both you. Other websites operated by Symantec may have their own terms and conditions.

### **1. TERMS OF SERVICE AND UPDATES THERETO**

#### **Right to Access and Use of Symantec Materials**

Subject to these Terms of Service and any end user license which accompanies materials available at the API Portal, if any, Symantec grants you a limited, revocable, non-transferable, non-exclusive, non-sublicensable right to access and use the Symantec Website Security APIs, Software (as defined below), documentation, specifications, sample code, code library,data and other materials made available to you by Symantec and any other materials which Symantec may make available to you on the API Portal (“Symantec Materials”) solely to the extent necessary for you to create your application which operates with the Symantec products, components, or services.

#### **Use of Software**

Any Symantec software and accompanying documentation you download or access through the Developer/API Portal (“Software”) is the copyrighted work of Symantec and/or a third party software provider. Use of the Software is subject to the terms of this Agreement, unless an end user license agreement (“EULA”) accompanies or is included with the Software, in which case, such EULA terms will govern such use. Your use, reproduction or redistribution of the Software is prohibited except as expressly provided for in this Agreement or the EULA. All rights, title and interest not expressly granted are expressly reserved by Symantec. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Except as may be expressly provided otherwise, pursuant to Section 8, all Symantec Software is provided on an “as is” basis, and Symantec expressly disclaims all

warranties of any kind, whether express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, trial ware (if any) has not been fully validated by Symantec, may possess errors or bugs, or may cause issues if used in conjunction with other software. Use of such trial ware is solely at your own risk. Furthermore, you acknowledge that some of the Symantec Software may be experimental or pre-release software, and notwithstanding anything to the contrary herein, Symantec expressly disclaims any and all warranties of any kind, express, implied or statutory with respect to such Symantec Software, including without limitation, the warranties of non-infringement, title, merchantability, fitness for a particular purpose, and Symantec provides no warranties or representations of any kind with respect to the completeness, accuracy or fitness of any such Symantec Software.

### **Use of the Developer/API Portal**

You agree not to upload, email, post, publish, distribute or otherwise transmit through the API Portal any content that: (a) is false or misleading; (b) is defamatory; (c) is harassing or invades another's privacy, or promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene; (e) infringes another's rights, including but not limited to intellectual property rights; (f) constitutes unsolicited bulk e-mail, "junk mail," "spam" or chain letters; (g) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another or (h) violates any applicable laws or regulations.

### **Updates**

These Terms of Service may be updated, deleted, or modified by Symantec from time to time, at its sole discretion, without prior notice. In the event Symantec does change these Terms of Service, Symantec may notify you about those changes by email, postal mail, postings of update notices, or otherwise. Please note that if you do elect to refuse to accept such changes, Symantec will terminate your access to the API Portal and the Services. In any event, you agree that your continued use of or access to the API Portal, the Symantec Materials and/or the Services after Symantec provides such notice, will constitute your acceptance of such changes. In addition, Symantec may modify or update the Symantec Materials or API Portal at any time, for any reason, and without notice to you, though we will try to provide as much prior notice as possible. If Symantec makes updates, revisions, breaking changes or in any way modifies the Symantec API or other Symantec Materials, you agree to make changes to your application to ensure continued service for your end users. We may add or remove functionalities or features at our discretion, and we do not guarantee that your application will function with any future or modified versions of any Symantec Materials.

## **2. EXPORT COMPLIANCE AND REGISTRATION**

### **Export Compliance**

You may not access, download, use or export the API Portal, or any materials related to the API Portal provided on the API Portal, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of

Symantec in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Symantec Materials. Neither the Symantec Materials nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iraq, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms and Conditions of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **Restricted Rights Legend.**

Any Symantec Software which is downloaded for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

### **Registration**

To access the API Portal, Symantec Materials and the Services, you may be required to register for an account by completing Symantec's user registration form. After Symantec's review of your registration information, Symantec in its sole discretion may issue a User ID and password to you, in which case you shall become a "Registered User" after acceptance of these Terms of Service. You represent and warrant that all of the information that you provide to Symantec in the user registration form is truthful and accurate. If you provide any false, inaccurate, or incomplete information in your user registration form, Symantec may immediately terminate your account. In addition, you may be invited to provide personal profile information that may be used by Symantec in accordance with Symantec's then-current privacy policy, if any, and viewed by other users. Registered Users are responsible for maintaining the confidentiality of their passwords, and are not to share their User IDs or passwords with any other individuals. You agree to immediately notify Symantec of any unauthorized use of any User ID or password. You will be solely responsible and liable for any and all access to and use of the API Portal or Services (including all activities and transactions) by any person logging in under your account.

## **3. ACCEPTABLE USE AND CONDUCT**

### **No Monitoring**

Symantec does not control or endorse the content, messages or information found in any user submitted information or content and, therefore, Symantec specifically disclaims any liability with regard to the API Portal and associated Services and any actions resulting from

your participation in any of the foregoing. You are solely responsible for your interactions with others through the API Portal and the Services. You agree not to solicit other users through the use of the API Portal. Except where expressly authorized by Symantec, you agree not to collect or store personal data about other users. You acknowledge and agree that your conduct, and the form and content of submissions that you post or upload to the API Portal, are your sole responsibility. Symantec cannot and does not make any guarantee with respect to the accuracy, inoffensiveness, or suitability of any content that appears on the API Portal. Always use caution when choosing to voluntarily disclose any personally identifiable information about yourself.

## **Prohibited Conduct**

Symantec reserves the right to improve the Developer/API Portal and the Services by prohibiting certain activities and, at its sole discretion, removing content (including without limitation, illegal, outdated or inaccurate information) to better enhance your experience with and use of the API Portal and Services. Consequently, you agree not to:

- upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful (including Content that is harmful to Symantec's reputation), tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
- impersonate any person or entity
- violate the legal rights of another party, such as by infringing another's intellectual property rights through the posting or uploading or use of content (including without limitation, photographs or images), and further including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) or any other proprietary rights unless you own or control the rights thereto or have received all necessary consent to do the same.
- use the Developer/API Portal or the Services to compile commercial, political, or charitable mailing lists or to facilitate the transmission of spam, junk mail, chain letters, or obscene or profane content
- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising or promotional materials
- harvest or otherwise collect information about others, including e-mail addresses
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded
- restrict or inhibit any other user from using and enjoying the API Portal or Services
- violate any applicable laws or regulations.
- create an application that functions substantially similar to the Symantec API or other Symantec Materials
- interfere with or disrupt the API Portal or the servers or networks providing the API Portal
- disable or seek to avoid any security, mechanism, protocol or procedure established by Symantec.
- copy, duplicate, or otherwise reverse engineer the exposed APIs or use the APIs to create similar APIs.
- Transmit, distribute or otherwise make available any information or Symantec Materials from the API Portal to third parties who have not registered with Symantec.

### **API Calls**

In order to maintain service stability, Symantec may set limits on the number of API calls that your application can make during a given period of time. You agree to comply with such limitations and will not attempt to avoid or circumvent such limits.

### **Unlawful Conduct**

You agree not to use the API Portal for any purpose that is unlawful or prohibited by these Terms of Service or the rules, guidelines or Terms of Service posted for a specific area of the API Portal. You may not access or use the API Portal in any manner that could damage, disable, overburden, or impair any Symantec accounts, computer systems or networks. You may not attempt to gain unauthorized access to any parts of the API Portal or any Symantec accounts, computer systems or networks. You may not interfere or attempt to interfere with the proper working of the API Portal or any Symantec accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the API Portal or any Symantec accounts, computer systems or networks without Symantec's express written permission.

### **Supplementary Rules, Policies, and Participation Guidelines**

In addition to these Terms of Service, you will comply with any supplementary rules, policies, and participation guidelines applicable to the API Portal or the Services, either posted on the API Portal or which otherwise may be provided to you from time to time. Such rules and policies are hereby incorporated by reference into these Terms of Service. You agree to periodically review all additions, deletions and/or changes to the API Portal and to cease all use of the site if you are unable to agree to these changes. Your continued use of the site after such changes have been made constitutes your constructive agreement to the revised terms.

### **Your Submissions**

You hereby grant to Symantec and the Symantec Members an irrevocable, perpetual, worldwide, royalty free, nonexclusive, and fully sub-licensable right and license to use, reproduce, distribute, publicly perform, publicly display, and create derivative works of all non-Symantec-owned materials during the lifetime of the Symantec project, including content, that you post or upload to the API Portal, or any feedback that you send to Symantec through the API Portal ("Submissions"), and such foregoing rights include the right to distribute such Submissions in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the Submissions have been waived. Furthermore, by posting or uploading any Submissions, you represent and warrant that you own, control or otherwise have all of the rights, including intellectual property rights, necessary to do so, and to grant to Symantec the license set forth in the preceding sentence. No compensation will be paid with respect to the use of your Submission, as provided herein. Symantec is under no obligation to post or use any Submission you may provide and Symantec may remove any Submission at any time in its sole discretion.

## **4. INTELLECTUAL PROPERTY**

This Developer/API Portal contains the valuable intellectual property of Symantec and its affiliates and subsidiaries. You may use such intellectual property as necessary for you to view the API Portal and participate in the Services, as otherwise authorized under these Terms of Service. However, you receive no other licenses or rights, whether express or implied, in any Symantec intellectual property that you may access through this API Portal.

### **Trademarks**

Symantec, the Symantec Logo, and other related graphics, logos, service marks, and trade names used on the API Portal are the trademarks of Symantec and may not be used without express written permission. Other identifiers that may appear on the API Portal may be the property of their respective owners.

### **Your Applications**

Symantec does not acquire any ownership in your developed application by your use of the Symantec Developer/API Portal or other Symantec Materials. You represent and warrant that you have the necessary rights to provide all of the information and content you use in connection with the Symantec APIs and Symantec Materials and to grant all necessary licenses. By using the Developer/API Portal or the Symantec Materials, you do not acquire any right, title or ownership to the Symantec Materials, Services, APIs or any content or data that is transmitted or accessed through the API Portal.

## **5. TERM AND TERMINATION**

You understand that the Developer/API Portal and the Services are provided by Symantec as a convenience, but that Symantec may modify, alter, suspend, or discontinue any or all of the Services, Materials or the API Portal at any time in its sole discretion.

Symantec may suspend or terminate your account for any reason, including your failure to comply with these Terms of Service. Upon termination of your account for any reason, all your access rights to the API Portal and the Services will immediately cease to exist, and you must promptly discontinue all further use of the API Portal and the Services.

## **6. THIRD-PARTY SITES**

The API Portal and the Services may provide links to other World Wide Web sites or resources. Because Symantec has no control over such sites and resources, you acknowledge and agree that Symantec is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Your correspondence or business dealings with third parties found through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that Symantec is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to

purchased products or services. You further acknowledge and agree that Symantec shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through any third-party site or resource and understand that you bear all risks associated with the use of such third party content..

## **7. INDEMNITY**

You agree to indemnify, defend, and hold harmless Symantec, its subsidiaries, affiliates, officers, agents, partners, and employees, from and against any claim, demand, loss, damages, expenses or other liabilities, including reasonable attorneys' fees, arising out of or relating to your use or misuse of the API Portal or the Services; (b) your violation of these Terms of Service or any additional rules, guidelines or Terms of Service posted for a specific area of the API Portal or end user license agreement accompanying any software, API or other material; or (c) your violation of any rights, including without limitation, the intellectual property rights, of a third party.

## **8. DISCLAIMER OF WARRANTIES**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, YOUR USE OF THE API PORTAL THE APIS, AND THE SERVICES ARE AT YOUR SOLE RISK. THE API PORTAL, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SYMANTEC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, Symantec MAKES NO WARRANTY THAT (i) THE API PORTAL OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE API PORTAL OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS OBTAINED FROM THE USE OF THE API PORTAL OR THE SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE API PORTAL OR THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE API PORTAL OR THE SERVICES WILL BE CORRECTED.

## **9. LIMITATION OF LIABILITY**

### **Limitation of Liability**

YOU AGREE THAT YOU ARE VOLUNTARILY WAIVING ANY LIABILITY ON THE PART OF SYMANTEC. IN NO EVENT SHALL SYMANTEC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE API PORTAL, THE SYMANTEC MATERIALS OR THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE

FOREGOING, SYMANTEC WILL NOT BE LIABLE TO YOU IN CONNECTION WITH: (i) THE USE OR THE INABILITY TO USE THE API PORTAL OR THE SERVICES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE API PORTAL OR THROUGH THE SERVICES; OR (iv) THAT ITS FILES ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODES THAT INCLUDE OR MANIFEST CONTAMINATING OR DESTRUCTIVE CHARACTERISTICS. IN NO EVENT SHALL SYMANTEC'S CUMULATIVE AGGREGATE LIABILITY TO YOU ARISING FROM OR RELATED TO THE API PORTAL, DISCUSSION FORUMS OR THE SERVICES EXCEED FIFTY U.S. DOLLARS (U.S. \$50).

### **Exclusion**

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF SERVICE DO NOT APPLY

## **10. COPYRIGHTS**

Symantec respects the intellectual property of others. It is our policy to respond promptly to claims of intellectual property misuse and, where applicable, remove the potentially infringing material.

Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act ("Act"), Symantec has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. If you believe your copyrights are being infringed by a Symantec customer or other third party on the API Portal or through the Service, please provide a Notice of Infringement to Symantec addressed to: [DMCA@symantec.com](mailto:DMCA@symantec.com). The Notice of Infringement must substantively comply with the safe harbor provisions of the Digital Millennium Copyright Act and must contain the following information as set forth in 17 U.S.C. § 512(c)(3)(A), which provides:

To be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted



- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law'
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent. Please provide a separate notice of infringement each time you wish to report alleged acts of infringement and fax it to the number provided.

## **11. GENERAL INFORMATION**

### **Entire Agreement**

These Terms of Service along with any end user license agreements which accompany the Materials, if any, constitute the entire agreement between you and Symantec governing your use of the API Portal and the Services, superseding any prior agreements, whether written or oral, between you and Symantec regarding the subject matter hereof.

### **Governing Law and Jurisdiction**

If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. Otherwise, this License Agreement will be governed by the laws of England and Wales without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. Symantec makes no representation that information on this web site are appropriate or available for use in all countries, and prohibits accessing materials from territories where contents are illegal. Those who access this site do so on their own initiative and are responsible for compliance with all applicable laws.

### **Waiver**

The failure of Symantec to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

### **Severability**

If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

(Last modified June 8, 2015)