

API Terms of Use

General

The following terms and conditions govern the use of the Relay application programming interfaces (the “Relay API”) from Giant Monkey GmbH from Berlin (“Giant Monkey”). By using the Relay API, you agree to the terms below. If you disagree with any of these terms,

Giant Monkey does not grant you a license to use the Relay API. We reserve the right to update and change these terms from time to time without notice.

Your license to the Relay API 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 Relay API. Giant Monkey may terminate the license at any time for any reason. Your rights to use the Relay API terminate automatically if (i) you violate any of these terms, (ii) Giant Monkey sends a written notice of termination to you, or (iii) Giant Monkey disables your access to the Relay API.

Licensed Uses and Restrictions

The Relay API is owned by Giant Monkey and is licensed to you world wide, on a non-exclusive, non-sublicenseable, non-transferable basis on the terms and conditions set forth herein. All rights not expressly granted to you are reserved by Giant Monkey.

Ownership and Relationship of Parties

Giant Monkey owns all right, title and interest in and to the Relay API. Giant Monkeys rights apply to the Relay API and all output and executables of the Relay API, excluding any software components developed by you which do not themselves incorporate the Relay API or any output or executables of the Relay API. 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. Giant Monkey owns all rights, title, and interest in and to the Relay API. These terms grant you no right, title, or interest in any intellectual property owned or licensed by Giant Monkey, including (but not limited to) the Relay API and Giant Monkey trademarks.

Support

Giant Monkey may elect to provide you with support or modifications for the Relay API, in its sole discretion, and may terminate such support at any time without notice to you. Giant Monkey may change, suspend, or discontinue any aspect of the Relay API at any time, including the availability of any Relay API. Giant Monkey may also impose limits on certain features and services or restrict your access to parts or all of the Relay API without notice or liability.

Warranty Disclaimer

The Relay API, API-website and associated materials are provided on an “as is” and “as available” basis. Giant Monkey disclaims all warranties, conditions, or representations (express, implied, oral or written) with respect to the Relay API and any support related thereto, including all warranties of merchantability, fitness for a particular purpose, non-infringement, non-interference, accuracy of data, and warranties arising from a course of dealing.

Limitation of Liability

Giant Monkey's shall not be liable for any use of the Relay API. Use of the Relay API is entirely at your own risk.

Release and Waiver, Hold Harmless and Indemnity

You hereby release and waive all claims against Giant Monkey, and its subsidiaries, officers, agents, licensors 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 the Relay API.

You agree to hold harmless and indemnify Giant Monkey and its subsidiaries, officers, agents, licensors or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Relay API, 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.

General Terms

Notwithstanding any provision hereof, for all purposes of the Relay API Terms of Use, you and Giant Monkey 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 Giant Monkey, express or implied.

If any provision of the Relay API 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 that the other provisions remain in full force and effect.

The Relay API Terms of Use and the relationship between you and Giant Monkey shall be governed by the laws of Germany without regard to its conflict of law provisions.

Data protection

The Relay API has been developed in such a way that it does not process personal or personally identifiable data at any time. When using the Relay API, care must be taken to

ensure that no personal data or data relating to persons or, in case of doubt, personal data is stored or otherwise processed within the meaning of the DSGVO. The user of the API assumes the exclusive liability in case of misuse and Giant Monkey declares to immediately involve the authorities in case of suspicion, at the expense of the user.

Contact for data protection: datenschutz@giantmonkey.de

Legal Notice

Relay API is owned by Giant Monkey GmbH, Brunnenstraße 39, 10119 Berlin, GERMANY