

# Terms & Conditions

See also: Diffbot's [Privacy Policy](#) and [Cookie Policy](#)

Welcome to <http://www.diffbot.com> (the "Site"), a website operated by Diffbot Technologies Corp. (the "Company").

Using the Site, you can sign up for a service that autonomously understands any webpage and converts it into a set of entities and facts (the "Service").

The following Terms of Use ("Terms") apply when you use the Site and Service.

Please review these Terms carefully. By accessing or using the Site or Service, or by clicking "I agree" when you create an account, you show you agree to these Terms. If you don't agree to these Terms, you may not access or use the Site or Service.

**ABOUT THE SITE AND SERVICE** You will be charged for access to the Service based on the plan you pick when you create an account.

You will be required to provide the Company with information regarding your credit card or other payment method. You represent and warrant to the Company that such information is true and that you are authorized to use the payment method. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date). You hereby authorize the Company to bill you in advance on a periodic basis in accordance with the terms of your plan until you terminate your account, and you agree to pay any charges so incurred. If you dispute any charges you must notify the Company within thirty (30) days after the date that you are billed.

We reserve the right to change the Company's fees. If the Company does change its fees, the Company will provide notice of the change on the Site or in email to you, at Company's option, at least 14 days before the change is to take effect. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount.

We may terminate your access to the Service for any reason, at our sole discretion

You can terminate your use of the Service at any time.

The Site and Service are under constant development. New features may be added frequently, so it's important to check back to this page for updates.

**USE OF THE SITE AND SERVICE** You need to be at least 13 years of age to use the Site and Service.

You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login or account.

The Company does not want to receive confidential or proprietary information from you through the Site or Service. Any information or material sent to the Company will be deemed NOT to be confidential. By sending the Company any information or other material, you grant Company a non-exclusive, unrestricted, irrevocable, perpetual, royalty-free, worldwide, assignable, transferrable, sublicenseable right and license to use, reproduce, display, transmit, translate, rent, sell, modify, disclose, publish, create derivative works from and distribute that material or information.

You agree that the Company is free to use any ideas, concepts, know-how or techniques that you send us for any purpose, without compensation or attribution.

**USE RESTRICTIONS** Your permission to use the Service is conditioned upon the following restrictions and conditions.

You agree that you will not:

- sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Service available to any third party (However, you may display and use the facts generated by the Service as part of a commercial application.)
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- use the Service to attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- interfere or attempt to interfere with the proper functioning of the Site or Service;
- modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks;
- use the API or the Data in any manner that violates the rights of any person, including but not limited to intellectual property rights, rights of privacy or rights of publicity;
- reverse engineer, decompile or disassemble any portion of the Service;
- bypass any robot exclusion headers or other measures we take to restrict access to the Site or Service or use any software, technology, or device to scrape, spider, or crawl the Site or Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser, computer, or mobile device.

**INTELLECTUAL PROPERTY** You acknowledge and agree that the Company and its licensors retain ownership of all intellectual property rights of any kind related to the Site and Service (except for user content, third-party content, and public domain content), including applicable

copyrights, trademarks, and other proprietary rights. The Company reserves all rights that are not expressly granted to you under these Terms.

You hereby grant, and you represent and warrant that you have the right to grant, to Diffbot an irrevocable, perpetual, nonexclusive, royalty-free and fully paid, worldwide license to “process” (meaning to perform any activity, including reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, disclose, and otherwise use) your user-submitted queries or data enhance requests.

**INDEMNIFICATION** You agree to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, expenses, and damages, including reasonable attorneys’ fees and costs, made by any third party related to: (a) your use or attempted use of the Site or Services in violation of these Terms; (b) your violation of any law or rights of any third party.

**DISCLAIMER** The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Site or conveyed using the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Site or created using the Service.

**USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM** For contractual purposes, you (a) consent to receive emails via the email address you provide when you sign up for the Service; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

The Company may also use your email address to send you other messages, including information about the Company, Site, and Service and special offers. You may opt out of such email by changing your account settings or sending an email to [support@diffbot.com](mailto:support@diffbot.com).

**WARRANTY DISCLAIMER** THE SITE AND SERVICE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR UPLOADING, DOWNLOADING, AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL SENT TO OR OBTAINED FROM THE SITE OR SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE OR SERVICE; (C) THE SITE AND SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITE AND SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), FRAUD, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL COMPANY'S LIABILITY TO YOU EXCEED \$10. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

**MODIFICATION OF TERMS OF USE** The Company can amend these Terms at any time. It's your responsibility to check the Site from time to time to view any such changes. If you continue to use the Site or Service, you show your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of these Terms by the Company via telephonic or email communications shall be valid.

**PRIVACY POLICY** The Company respects the privacy of its users. Please refer to our Privacy Policy, which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Site or Service, you show that you agree to this Privacy Policy.

**GENERAL TERMS** If any part of these Terms is held invalid or unenforceable, that portion of the Terms will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Our rights under these Terms will survive any termination of these Terms.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms and your use of the Site and Service are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions.

You agree to resolve any claims relating to these Terms or the Site or Service through final and binding arbitration. Any arbitration will be conducted by the American Arbitration Association (AAA) under its consumer arbitration rules. The arbitration will be held in Palo Alto, California.

If you attempt to bring any legal action against the Company based in any way on its Site or Service you agree that, in the event you do not prevail or the Company does prevail, you will reimburse the Company for any costs and attorneys' fees associated with its defense of the action.

The Company may assign or delegate these Terms and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

If you have any questions, you can contact the Company at [support@diffbot.com](mailto:support@diffbot.com).

**NOTICE FOR CALIFORNIA USERS** Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.