

API Special Terms

1. In order to use and access the API, Customer must obtain credentials from Seismic. Customer may not share its credentials with any third party, shall keep such credentials and all other login information secure and restricted to only those Customer personnel with a need to know the credentials. Customer shall use the credentials as Customer's sole means of accessing the API.
2. API calls may be limited based on the level of use Customer elects to receive from Seismic. API call limitations are documented in Seismic's API developer portals located at [API developer portals](#). If Customer overburdens or unreasonably impacts Seismic's APIs, Seismic will reasonably attempt to notify Customer of the issue. Seismic reserves the right to temporarily suspend Customer's access to the API if Customer does not promptly remedy such overuse.
3. Customer is solely responsible for web or other software services or applications developed and owned by Customer that utilize or interact with the API pursuant to these API Special Terms ("Applications"). Seismic does not provide content, development, operation, support or maintenance of Applications. Customer shall ensure that its Applications do not contain or introduce malicious software into the Subscription Services and that its Applications are not designed to or utilized for the purpose of spamming.
4. Seismic may modify the API from time to time (a "Modification") without notice to Customer, provided that if Seismic implement a Modification that will result in a major change in the API results, Seismic shall provide Customer at least thirty (30) days notice prior to the implementation of such Modification. Notwithstanding the foregoing, Seismic reserves the right to implement any Modification immediately and at any time without notice in order to prevent an outage or security threat. Seismic will provide this notice through entries in the changelog section of the API documentation and/or by a form of direct communication to Customer. In addition, Seismic will use commercially reasonable efforts to continue to support the previous version of an API for six months following its Modification. Seismic shall have no liability of any kind to Customer or any user of Customer's Applications with respect to such Modifications. Customer's continued access to or use of the APIs shall constitute binding acceptance of the Modification(s) at issue.
5. ALL ASPECTS OF THE APIS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND SEISMIC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SEISMIC DOES NOT WARRANT THAT ACCESS TO THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Customer. IN THESE JURISDICTIONS, SEISMIC'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.