| School Thing Limited t/a VSware |
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| API Terms & Conditions |
| March 2016 |

**Terms and Conditions for usage of the School Thing Limited t/a VSware API service**

Thank you for using the VSware API service. By using this service ("VSware API") you agree to be bound by the following terms and conditions (the "Terms and Conditions").

These terms may be modified with prior notice at the sole discretion of VSware.

## 1. Legitimate uses only

You must provide accurate identification, contact, and other information required as part of the registration process for each individual API access key. You may not use the data provided by the VSware API service with an existing product or service that competes with products or services offered by VSware.

If you are interested in doing anything different than the foregoing, you must first obtain VSware's written consent. If you fail to do so, VSware reserves the right to take legal action.

## 2. Usage Limitations

VSware may limit the number of network calls that your application may make via the VSware API service, or change any element of the VSware API or content returned as it deems apporpriate in its sole discretion. These limitations may be changed at any time. In addition to its other rights under these Terms, VSware may utilise technical measures to prevent over-usage and/or stop usage of the VSware API by an application after any usage limitations are exceeded. If no limits are stated in the documentation, you nevertheless agree to use the APIs in a manner that, as determined by VSware in their sole discretion, exceeds reasonable request volume or constitutes excessive or abusive usage.

## 3. Intellectual property

You agree not to remove, obscure, or alter VSware's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the VSware API. You also acknowledge that VSware owns all right, title and interest in and to the data returned by the VSware API, including without limitation all intellectual property rights (the "VSware Rights"). These rights also expressly prohibit the republication of data extracted from the VSware API service to 3rd party sites without the prior written consent of VSware to each site in question.

**4.       Disclaimer of warranties**

VSware disclaims any responsibility for any harm resulting from your use of the VSware API service.

The VSware API service is provided "as is," with no warranties whatsoever. VSware expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. VSware disclaims any warranties regarding the security, reliability, timeliness, availability, and performance of the VSware API.

You understand and agree that you use the VSware API service at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download or use of the VSware API service.

**5.       Limitation of liability**

You agree that VSware shall have no liability arising from or based on your use of the VSware API.

Under no circumstances shall VSware be liable to any user on account of that user's use or misuse of the VSware API service. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if VSware has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the VSware API service, from inability to use the VSware API service, or from the interruption, suspension, or termination of the VSware API service (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

**6.       Indemnification**

You hereby agree to indemnify, defend and hold VSware, and its officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of the VSware API service, including, without limitation, reasonable solicitors' fees. You shall cooperate as fully as reasonably required in the defense of any claim. VSware reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

**7.      Term and termination**

If you wish to terminate this Agreement, you may simply cease using the VSware API service. In such a case, you must delete any information that you may have obtained from the VSware API service. VSware may terminate this Agreement (and your account) at any time, with or without cause.

**8.      General provisions**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by VSware.