

Overview

All use of the website, information, services, and content distributed through or in conjunction with or made available on the website is offered to you subject to your acceptance of these Terms & Conditions.

The following terms and conditions incorporate a legal agreement between you (“You”) and XO Capital GP, LLC (“ScreenshotAPI.net”) and set forth the terms and conditions by which ScreenshotAPI.net will make the ScreenshotAPI.net API service available in order to electronically provide You with use of and access to ScreenshotAPI.net’s Data & Services.

ScreenshotAPI.net API Services

For the purposes of this Agreement, “ScreenshotAPI.net API Services” shall consist of:

- all data and information feeds, media, software, and/or electronic documentation made available or supplied by ScreenshotAPI.net or its licensees and
- certain other software, data, and/or documents supplied by ScreenshotAPI.net or its licensees to facilitate use of such data or services. “ScreenshotAPI.net’s API Data and Services” means ScreenshotAPI.net’s service or application programming interface that allows You and other authorized licensees to access ScreenshotAPI.net’s API Data & Services and make use of ScreenshotAPI.net API Services. This Agreement includes all amendments, addendums, and revisions to the terms herein in effect between You and ScreenshotAPI.net from time to time.

Acknowledgement

By accessing or otherwise using the ScreenshotAPI.net API, You acknowledge that You:

- have read all of the terms and conditions of this Agreement;
- agree to be bound by the terms and conditions of this Agreement;
- agree to check the ScreenshotAPI.net API pages from time to time for any updates or amendments to the terms and conditions of this Agreement; and,
- have the power and authority to enter into this Agreement. If You do not acknowledge the above, You may not access or use the ScreenshotAPI.net API. If You are dissatisfied with the terms, conditions, rules, policies, guidelines, or practices of ScreenshotAPI.net, Your sole and exclusive remedy is to discontinue accessing or otherwise using the ScreenshotAPI.net API.

Company Information

www.ScreenshotAPI.net.com is a site operated by XO Capital GP, LLC at the following location: 8605 Santa Monica Blvd PMB 41571 West Hollywood, CA 90069-4109.

Scope of License

Grant of License

ScreenshotAPI.net hereby grants to You a non-transferable, non-exclusive, revocable, and limited license for the term of this Agreement to access the ScreenshotAPI.net API and use ScreenshotAPI.net's API Data & Services strictly for the limited purposes, and under the terms and conditions, as are set forth in this Agreement.

Scope of the ScreenshotAPI.net API License

Subject to Your compliance with the terms of this Agreement, You are hereby permitted to receive, process, and display ScreenshotAPI.net API's Data & Services to individual end-users of your application(s), provided

- such end users use ScreenshotAPI.net's API Data & Services strictly for their own personal use,
- You do not permit Your end users to store, distribute, or otherwise exploit ScreenshotAPI.net's API Data & Services for any other purposes.

For clarity, and without limiting the foregoing, You are permitted solely to use ScreenshotAPI.net's API Data & Services for reference by Your end users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of ScreenshotAPI.net's API Data & Services outside of your application(s).

Subscription Plans

Your use of the API and Services shall be billed on a recurring and periodic basis. ScreenshotAPI.net currently offers subscription plans that you can find at www.screenshotapi.net/pricing.

Each Subscription Plan includes restrictions and requirements that outline the feature of the plan that You will have access to as well as the applicable fee. To find more details about each plan, please go to www.screenshotapi.net/pricing or email us at info@screenshotapi.net.

You will be billed on a recurring and periodic basis ("Billing Cycle"). Billing Cycles may be set on a monthly or yearly basis. At the end of each Billing Cycle, Your Subscription plan will automatically renew under the exact same conditions unless (i) You cancel your Subscription Plan from Your User Account dashboard or (ii) ScreenshotAPI.net cancels the plan, in accordance with these Terms, or (iii) You and ScreenshotAPI.net have discussed a new set of terms that will be updated and made available in Your User Account dashboard.

Use of License

Restrictions

You shall not:

- reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, time-share, resell, or in any other manner exploit ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API;
- make access to ScreenshotAPI.net API's Data & Services or the ScreenshotAPI.net API available to unauthorized parties, or otherwise post or distribute ScreenshotAPI.net's API Data & Services in any public forum including, but not limited to, print, newsletters, radio, television, or internet;
- remove, obscure, or alter any required notice or any notice of ScreenshotAPI.net's intellectual property rights present on or in the ScreenshotAPI.net API, including, but not limited to, copyright, trademark, and/or patent notices;
- disassemble, translate, reverse engineer or otherwise decompile ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API;
- knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of ScreenshotAPI.net in ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API;
- directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of ScreenshotAPI.net in ScreenshotAPI.net API's Data & Services or the ScreenshotAPI.net API, or assist any party to do so;
- through Your use of ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of ScreenshotAPI.net;
- claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to ScreenshotAPI.net's trademarks, or assist any other party to do so;

- use, store, or access any ScreenshotAPI.net's API Data & Services, or the ScreenshotAPI.net API after the termination of this Agreement;
- use or permit others to use, market, distribute, or export ScreenshotAPI.net's API Data & Services, or the ScreenshotAPI.net API; or,
- use ScreenshotAPI.net API's Data & Services or the ScreenshotAPI.net API in any manner or for any purpose that violates any law, regulation or right of any person.

Attribution

While usage of the ScreenshotAPI.net API is not subject to Your end users being made aware by You that ScreenshotAPI.net is supplying the functionality you are making use of in your application(s), Your inclusion of a clickable hyperlink to the ScreenshotAPI.net API website at <https://screenshotapi.net> would be highly appreciated.

Your Responsibility to Safeguard

You shall use Your best efforts and take all necessary steps to safeguard ScreenshotAPI.net's API Data & Services to ensure that no unauthorized reproduction, publication, disclosure, modification, distribution, or other use of any ScreenshotAPI.net's API Data & Services is made in whole or in part. To the extent that You become aware of any such unauthorized use of ScreenshotAPI.net's API Data & Services, You shall immediately notify ScreenshotAPI.net by emailing "info@screenshotapi.net".

Misuse of the Licensed Product

In the event that You or any end users use ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API in violation of this Agreement, as applicable, ScreenshotAPI.net shall have the option of electing liquidated damages.

Services and Data

Use of the ScreenshotAPI.net API

Subject to the terms herein, ScreenshotAPI.net will provide You with access to ScreenshotAPI.net's API Data & Services over the Internet through the ScreenshotAPI.net API. All calls to the ScreenshotAPI.net API must reference the credentials issued to You by ScreenshotAPI.net. You may not disclose Your credentials to any other party. You are solely responsible for ensuring the secrecy and security of Your credentials and will be responsible for all activities that occur using such credentials. You shall not use the ScreenshotAPI.net API in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage.

Usage Limits

The extent of Your usage of the ScreenshotAPI.net API is dependent on Your subscription plan. You shall not exceed the usage limits associated with Your account. Unused amounts of call usage will not be carried over from one monthly period to the next. If You exceed Your monthly usage limit, the ScreenshotAPI.net API will return an error message stating that Your monthly usage limit has been reached and no further API calls can be made within the current monthly term, or you may be charged for a per screenshot amount once your monthly limit has been exceeded. It is Your sole responsibility to ensure that your application(s) properly detect and handle any returned error messages. ScreenshotAPI.net will make reasonable efforts to help You identify and resolve usage problems, or to review the suitability of Your current subscription plan for Your needs. ScreenshotAPI.net reserves the right to limit or throttle the number of network calls available to Your application(s) if ScreenshotAPI.net (in its sole discretion) believes that such calls are being made for malicious reasons, or as the result of a technical error.

Responsibility for Software and Hardware

You shall be solely responsible for acquiring, providing, and maintaining all software/hardware and Internet Services required to access the ScreenshotAPI.net API, including but not limited to telecommunication and internet connections, ISP, web browsers, and/or other equipment and software required to access and use the ScreenshotAPI.net API.

Services May Be Inaccessible Or Inoperable

You hereby acknowledge that from time to time, the ScreenshotAPI.net API may be inaccessible or inoperable for any reason, including, without limitation:

- equipment (hardware) malfunctions;
- software malfunctions;
- periodic maintenance procedures or repairs which ScreenshotAPI.net may undertake from time to time; and/or,
- causes beyond the reasonable control of ScreenshotAPI.net and/or not reasonably foreseeable by ScreenshotAPI.net.

Right to Change Content or Format

You acknowledge that ScreenshotAPI.net may from time to time, and in its sole discretion, update or change the content or format of ScreenshotAPI.net API Data or the ScreenshotAPI.net API. ScreenshotAPI.net shall strive to provide reasonable advance notification of such changes; however, from time to time sudden changes may be required, and since ScreenshotAPI.net strives to accurately reflect these and adjust to these changes, significant advance notice is not always possible. You may be required to use the most recent version of the ScreenshotAPI.net API in order to ensure functionality of Your application(s) with ScreenshotAPI.net's API Data & Services.

Publicity

Each Subscriber is permitted to state publicly that such Subscriber is a Subscriber of the Services. Each Subscriber agrees that ScreenshotAPI.net may include such Subscriber's name and trademarks in a list of ScreenshotAPI.net Subscribers, online or in promotional materials. Each Subscriber also agrees that ScreenshotAPI.net may verbally reference such Subscriber as a Subscriber of the Services. Subscriber may opt out of the provisions in this section by emailing a request to info@screenshotapi.net.

Proprietary Rights

Trademarks

"ScreenshotAPI.net" and the ScreenshotAPI.net logo and other identifying marks of ScreenshotAPI.net are and shall remain the trademarks and trade names and exclusive property of ScreenshotAPI.net, and any unauthorized use of these marks is unlawful. Other trade-marks on the Services are the property of their respective owners.

Licensed, Not Sold

Use of ScreenshotAPI.net's API Data & Services and the ScreenshotAPI.net API is licensed, and not sold.

Consent to Collection, Use, Retention, and Disclosure of Information

In the course of providing the ScreenshotAPI.net API, ScreenshotAPI.net collects information, including standard information of the type normally exchanged when accessing any web site or web service. This information pertains only to the access of the ScreenshotAPI.net API, and is no different in nature to the information available to any Internet web server during the course of fulfilling a standard web request.

No Granting of Ownership Rights

You acknowledge that ScreenshotAPI.net owns all right, title, and interest (including but not limited to all copyright rights therein) in and to the ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API, and that You shall not take any action inconsistent with such ownership. Nothing contained in this Agreement shall be construed as granting You or any end users any ownership rights in or to any ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API.

ScreenshotAPI.net's Right to Terminate

ScreenshotAPI.net reserves the right at any time to terminate this Agreement, or withdraw from distributing ScreenshotAPI.net's API Data & Services or providing access to the

ScreenshotAPI.net API, if for any reason it no longer retains the right to publish or distribute the ScreenshotAPI.net's API Data & Services.

Disclaimer

Provided in Good Faith

The ScreenshotAPI.net API is provided by ScreenshotAPI.net in good faith and although ScreenshotAPI.net works to ensure that ScreenshotAPI.net API Data & Services and the ScreenshotAPI.net API are accurate and obtained from sources believed to be reliable, ScreenshotAPI.net does not guarantee or warrant:

- the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of ScreenshotAPI.net's API Data & Services or the ScreenshotAPI.net API; or
- that the ScreenshotAPI.net API's Data & Services or the ScreenshotAPI.net API is free from errors or other material defects.

Disclaimer

The ScreenshotAPI.net API and ScreenshotAPI.net's API Data & Services are provided "as is" and "as available", without any warranty of any kind and ScreenshotAPI.net, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of the rights of third parties. In no event shall ScreenshotAPI.net be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall ScreenshotAPI.net, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the ScreenshotAPI.net API, be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In the event the limitations and disclaimers contained in this Article are found by a court of competent jurisdiction to be ineffective or inapplicable, the parties agree that ScreenshotAPI.net's maximum aggregate liability to You and all end users, whether arising in contract, tort, strict liability, or otherwise, shall be limited, and in no event shall it exceed, the amount of fees paid by You for the current term.

Disclaimer

ScreenshotAPI.net does not represent or warrant that the ScreenshotAPI.net API, or access to the ScreenshotAPI.net API, will be uninterrupted or error-free or that errors in the ScreenshotAPI.net API and/or ScreenshotAPI.net's API Data & Services will be corrected.

Disclaimer

In no event shall ScreenshotAPI.net, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the ScreenshotAPI.net API be liable to You or to any end users in any manner whatsoever for any interruptions, delays, the unavailability or inoperability, inaccuracies, errors, or omissions, regardless of cause, in the ScreenshotAPI.net API and/or the ScreenshotAPI.net's API Data & Services or for any losses, damages, liabilities or expenses resulting therefrom regardless of cause, even if ScreenshotAPI.net knew or should have known of the possibility of or could have prevented such damages.

Indemnification by You

You shall indemnify, defend, and save harmless ScreenshotAPI.net, its affiliates and subsidiaries, and their officers, directors, employees and agents from any loss, damage, liability or expense (including reasonable attorneys' fees, accountants' fees and other legal expenses) to which any of them may become subject to and which are in any way related to or which have arisen under or in connection with:

- any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the ScreenshotAPI.net API; and/or,
- any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

General

These Terms & Conditions incorporate by reference all notices and disclaimers contained in the Services constitute the entire agreement between you and ScreenshotAPI.net with respect to access to, and use of, the Services. Except as specifically set forth herein, these Terms & Conditions supersede any prior agreements, including prior oral and/or written statements or representations not contained herein, between you and ScreenshotAPI.net relating to the Services. This agreement is not intended to create a partnership, joint venture or agency relationship between you and ScreenshotAPI.net.

If any provision of these Terms & Conditions is invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal or unenforceable. In such a case, the remaining provisions of these Terms & Conditions shall be construed in a manner as to give greatest effect to the original intention of the parties hereto. ScreenshotAPI.net's failure to insist upon, or enforce, strict performance of any right or provision of these Terms & Conditions shall not constitute or be construed or deemed to be a waiver of such right or provision in the future or a waiver of any other right or provision under these Terms & Conditions.

You agree that these Terms & Conditions, ScreenshotAPI.net's Privacy Policy and other legal documents posted through the Services have been drawn up in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern. You and we both agree that the courts of Delaware will have non-exclusive jurisdiction. If you are a business, these Terms & Conditions, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the law in the state of Delaware in the United States. We both agree to the exclusive jurisdiction of the courts of the state of Delaware.

Contact

Should you have any questions, complaints, or comments about these Terms & Conditions, this service, or website, or require further clarification of any kind, please do not hesitate to contact us at: info@screenshotapi.net.