

Terms of Use

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The following terms and conditions (“Terms of Use”) constitute a binding agreement between you and Marzen Media LLC (d/b/a FantasyPros) (“FantasyPros,” “we,” or “us”) with respect to your use of any of our application programming interfaces (“APIs”) and any related documentation (“API Documentation” and, together, with the APIs, the “API Materials”) as well as any content obtained via calls on the APIs (“Data”). By downloading or using any of the API Materials or Data: (1) you agree to these Terms of Use; (2) you represent and warrant to us that you are at least 18 years of age; and (3) if you represent a business or organization, you are agreeing to these Terms of Use on behalf of that business or organization, and you represent and warrant to us that you have the authority to bind that business or organization.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MUST NOT DOWNLOAD OR USE ANY OF THE API MATERIALS OR DATA.

THESE TERMS OF USE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE API MATERIALS, DATA AND/OR THESE TERMS OF USE TO BINDING ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN THE SECTION TITLED “DISPUTE RESOLUTION” BELOW.

1. Changes to These Terms of Use

You understand and agree that we may change these Terms of Use at any time without prior notice. We will post the changes to these Terms of Use on <https://api.fantasypros.com/public/v2/docs> (the "Site") and will state the date these Terms of Use were last revised. It is your responsibility to check the Site periodically for changes to these Terms of Use. Your continued use of any of the API Materials after any such changes constitutes your acceptance of the revised Terms of Use.

2. Limited License; Restrictions

In order to use the API Materials, you must obtain an API key from us. We may require that you provide certain information to us in order for us to decide whether or not to approve you for use of the API Materials, such determination to be made in our sole discretion. If you are so approved, we will issue an API key to you. You represent and warrant that all information that you provide to us will be accurate and complete at the time it is provided. If any of such information changes, you must promptly notify us of the changes.

If we issue an API key to you, then subject to and conditioned on your compliance with these Terms of Use, we grant you a revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable, limited license to use (a) the APIs, in accordance with the API Documentation, in order to retrieve Data, and (b) use the Data for personal, non-commercial purposes only; except that you are not licensed to use any Data that constitutes historical player statistics or player image URLs, and you must promptly delete any such Data that you receive. You agree that you will not use the API Materials and/or the Data for any purpose, or in any manner, that violates any applicable laws, rules or regulations. Further, you agree to comply fully with all U.S. export laws and regulations to ensure that neither the API Materials nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

Your API key is for your use only. You must keep your API key strictly confidential and are responsible for implementing all security measures necessary to prevent a third party from gaining access to your API key. You are responsible for any access to or use of the APIs attributable to your API key. Your API key will allow you to make one API call per second and up to 100 API calls per day. You should take steps to cache data on your end so that your application does not poll our APIs unnecessarily. Further, you shall not: (a) reverse engineer, disassemble, decompile or adapt the APIs; (b) copy, modify, or create derivative works of the API Materials; (c) distribute or provide any third party with access to the API Materials; (d) seek to obtain intellectual property protection in any API Materials or Data; (e) remove, alter, or cover any proprietary rights notices that appear in the API Materials; (f) introduce any virus or malicious code into FantasyPros systems; or (g) disable or circumvent any security features of FantasyPros' systems or the APIs.

FantasyPros has no obligation to provide any technical support or maintenance services to you.

3. Attribution

If you publish any research, analysis or other work that is based on, or that includes, any Data, you agree to conspicuously state that your work contains or is based on, as applicable, Data obtained from FantasyPros.

4. Non-Compete

You may not use the API Materials and/or the Data to compete with FantasyPros in any way, whether directly or indirectly. Without limiting the foregoing, you shall not use the API Materials and/or the Data to develop or provide a service or product that competes with any service or product of FantasyPros.

5. Ownership; No Other Licenses

You acknowledge and agree that the API Materials and the Data are the sole and exclusive property of FantasyPros. All rights with respect to the API Materials and Data not expressly granted to you in these Terms of Use are reserved by FantasyPros. No additional rights (including any implied licenses) to FantasyPros' intellectual property are granted to you by implication, estoppel, or otherwise.

6. Change; Suspension and Termination

We reserve the right, at any time and for any reason (or no reason) and without notice, to make changes to, suspend, disable or restrict your access to, or discontinue the API Materials and/or the Data, or any portion thereof. Without limiting the foregoing, we may suspend your use of the API, or may throttle the requests transmitted through the API, if the volume of such requests overwhelms, disrupts, interferes with, or otherwise impedes or harms, in any manner, any services or systems of FantasyPros. You agree that FantasyPros will not be liable to you in connection with any such change, suspension, disabling, restriction (including throttling) or discontinuance.

If FantasyPros disables your access to the API Materials and/or the Data or discontinues providing the API Materials and Data, then these Terms of Use are automatically terminated as of the date of such disabling or discontinuance. Further, these Terms of Use terminate automatically if you breach any of your obligations under these Terms of Use.

7. Effect of Termination

Upon termination of these Terms of Use for any reason, your right to use the API Materials and to retrieve Data granted by FantasyPros to you in these Terms of Use terminates, and you must immediately cease all use of the API Materials and may no longer retrieve Data. So long as you did not breach these Terms of Use prior to termination of these Terms of Use, you may continue to use Data that you retrieved prior to such termination for personal, non-commercial purposes.

in compliance with applicable law but only if you continue to comply with the Sections titled “Attribution” and “Non-Compete” above. Otherwise, you have no right to continue to use any Data after termination of these Terms of Use.

The following sections will survive any termination of these Terms of Use as well as any other terms or provisions necessary to interpret or enforce such sections,: “Ownership; No Other Licenses”, “Effect of Termination”, “Disclaimer of Warranties”, “Indemnification”, “Limitations of Liability”, “Dispute Resolution” and “General”.

8. Disclaimer of Warranties

THE API MATERIALS AND THE DATA ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND FANTASYPROS HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER FANTASYPROS NOR ANY OF ITS SUPPLIERS MAKES ANY REPRESENTATION OR WARRANTY THAT THE API MATERIALS OR THE DATA WILL BE ACCURATE, RELIABLE, SECURE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE API MATERIALS OR DATA WILL MEET YOUR NEEDS OR EXPECTATIONS. YOUR USE OF THE API MATERIALS AND THE DATA, AND YOUR RELIANCE THEREON, IS AT YOUR SOLE RISK. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FANTASYPROS BY ANY MEANS OR IN ANY MANNER SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS OF USE.

9. Indemnification

You agree to defend, indemnify, and hold harmless FantasyPros and its officers, directors, employees, affiliates, agents, contractors, licensors, service providers, successors and assigns (collectively, “FantasyPros Indemnitees”) from and against any and all claims, actions, suits, proceedings, damages, liabilities, costs, and expenses, including attorneys’ fees and costs, arising from or related to any of the following (“Claims”): (a) your use of the API Materials and/or the Data, including any product, service, analysis or other work of yours that is based on, or contains, any Data; (b) any breach by you of these Terms of Use; (c) your violation of any applicable laws, rules or regulations; or (d) your violation or infringement of any intellectual property, privacy, publicity, confidentiality, proprietary or other rights of any third party. Notwithstanding the foregoing, FantasyPros shall have the right, at our option and in our sole discretion, to select our own legal counsel to defend the FantasyPros Indemnitees from any Claims (but doing so shall not excuse your indemnity obligations) and you shall be solely responsible for the payment of all of our reasonable attorneys’ fees incurred in connection therewith. You shall not settle any Claim against the FantasyPros Indemnitee(s), without the prior written approval of FantasyPros.

10. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FANTASYPROS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THE API MATERIALS AND/OR THE DATA, OR THESE TERMS OF USE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA OR USE, OR COST OF SUBSTITUTE TECHNOLOGY AND/OR DATA, EVEN IF FORESEEABLE AND EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FANTASYPROS' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE API MATERIALS AND/OR THE DATA, OR THESE TERMS OF USE, EXCEED U.S. \$100.00. THE EXCLUSION OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, AND WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR ANY OTHER LEGAL THEORY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR CONSEQUENTIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND/OR LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IF YOU ARE ACCESSING THE API MATERIALS OR DATA FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE API MATERIALS AND/OR DATA; (B) IRREVOCABLY WAIVE ALL LOSSES OF INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE API MATERIALS AND/OR DATA; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE FANTASYPROS AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE API MATERIALS AND/OR DATA; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FANTASYPROS FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF FANTASYPROS AND ITS AFFILIATES AND ITS AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS PARAGRAPH AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

FANTASYPROS IS MAKING THE API MATERIALS AND DATA AVAILABLE TO YOU IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE

TERMS OF USE. SUCH PROVISIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND FANTASYPROS.

11. Governing Law

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of Nevada, without regard to conflicts of law principles.

12. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND FANTASYPROS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT FANTASYPROS AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures and as modified by this agreement to arbitrate.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

You agree that any violation or threatened violation of this Agreement may cause irreparable injury to FantasyPros, entitling FantasyPros to obtain injunctive or other equitable relief in addition to all other remedies available to FantasyPros.

13. General

These Terms of Use represent the complete agreement and understanding between you and FantasyPros and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee or agency relationship between you and FantasyPros. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of FantasyPros to act with respect to a breach of these Terms of Use by you or others, or any delay by FantasyPros in so acting, does not constitute a waiver and will not limit FantasyPros' rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Site, by e-mail or by regular mail based on the contact information for you that we have on file. Any notice from you to FantasyPros must be sent to FantasyPros API Administrator, PO Box 370092, Las Vegas, NV 89137.