GroupMe API License Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE GROUPME API AND THE LICENSING MATERIALS. THESE TERMS GOVERN USE OF THE GROUPME API AND THE LICENSING MATERIALS FOR THE PURPOSES PERMITTED HEREIN ONLY. THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU (ALSO REFERRED TO HEREIN AS “LICENSEE”) AND GROUPME. GROUPME IS WILLING TO LICENSE THE GROUPME API AND THE LICENSING MATERIALS TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT. BY USING THE GROUPME API AND THE LICENSING MATERIALS, YOU HAVE INDICATED THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT ACCEPT ALL THE TERMS OF THIS AGREEMENT, THEN GROUPME IS UNWILLING TO LICENSE THE GROUPME API AND THE LICENSING MATERIALS TO YOU.

This Agreement sets forth the terms and conditions for the use of the GroupMe Services, the GroupMe API, and any and all content made available to You by GroupMe that is accessible (through the GroupMe API or otherwise) solely for the application development set forth herein.

1. DEFINITIONS

“Affiliate” means any legal entity that owns, is owned by, or is commonly owned with a party.

“API Keys” means API credentials obtained via registration on the Developer Website.

“Confidential Information” means proprietary information, technical data, trade secrets or know-how, including, but not limited to, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information that is either marked as “confidential” or disclosed in such a manner that it would be apparent it should be treated confidentially.

“Confusing Marks” means any marks that are confusingly similar to or derivative of the GroupMe Marks.

“Content” any content made available through the GroupMe API.


“Feedback” means feedback or comments related to the Licensed Material and/or Licensee’s experience with and use thereof.

“GroupMe API” the application programming interface of GroupMe and any accompanying or related documentation, source code, executable applications and other materials as made available through the Developer Website, as modified from time to time.

“GroupMe Brand Standards” means the terms and conditions located at https://dev.groupme-b.com/brand_standards

“GroupMe Marks” means GroupMe’s name, trademarks, service marks, logos and other branding.
“GroupMe Password” means a GroupMe password used by the users to log-in to his or her GroupMe account.

“GroupMe Services” means GroupMe’s website https://groupme.com/

“GroupMe’s TOS” means GroupMe Terms of Service https://groupme.com/terms

“GroupMe User Information” means any information relating to users of GroupMe.

“In-Stream Advertising” means display of advertising in any form within a stream of Content received by a user of a Licensee Application.

“In-Network Promotions” means promotion of Content to or within the GroupMe network.

“Intellectual Property Rights” means all intellectual property rights throughout the world, whether existing under statute or common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks, domain names, patents, inventions, designs, logos and trade dress, moral rights, mask works, rights of personality, publicity and privacy, rights in computer information, and any other intellectual property and proprietary rights; (b) any application or right to apply for any of the rights referred to in clause (a); and (c) all renewals, extensions, future equivalents and restorations thereof, now or hereafter in force and effect.

“Licensee”, “You” or “Your” means the person or entity using the Licensed Materials. If You use the GroupMe API in the course of your employment with or on behalf of a company, ‘Licensee’, ‘You’ or ‘Your’ shall mean that company and You represent and warrant that You have authority to bind that company.

“Licensee Applications” means Licensee’s web site and/or mobile applications.

“Licensee Application User Information” means information relating to users of Licensee Applications.

“Licensed Materials” means the GroupMe API and any Content.

“Marketplace” means any sort of marketplace or other aggregator or public repository of code or applications the purpose of which is to collect items substantially based on the Licensed Materials, including Licensee Applications.

“Modifications” means a modification made by GroupMe (including but not limited to updating) to this Agreement, the GroupMe Services and the GroupMe API from time to time at its discretion.

“Own” means more than fifty percent (50%) ownership or the right to direct the management of the entity.

2. PURPOSE

2.1 Using the GroupMe API. This Agreement governs the use by Licensee of the Licensed Materials. In consideration of the license granted to You herein, use of the GroupMe API is solely for the purpose of permitting Licensee to build certain applications that will interact solely with GroupMe Services and
Licensee will use the GroupMe API, as defined herein, including but not limited to requesting authentication credentials or making calls to the GroupMe API, solely for the purpose of allowing an end user of Licensee to access the GroupMe Services through Licensee Applications. The Licensee’s user shall agree to GroupMe’s TOS and then be dropped into a group chat experience, the front-end of which is wholly designed by Licensee (and powered by GroupMe on the back-end).

2.2 Using GroupMe Marks. This Agreement shall govern the use by Licensee, and restrictions on such use, of GroupMe Marks made available for use in connection with the Licensed Materials.

3. LICENSE

Subject to the terms and conditions of this Agreement, including the restrictions set forth below, GroupMe grants to Licensee a limited, nonexclusive, nontransferable, non-sublicensable, worldwide, revocable right and license during the Term solely for the purpose of:

a) using and making calls to the GroupMe API and to make use of the GroupMe Services (and Licensed Materials accessible therefrom) to develop and implement the Licensee Applications that interact with the GroupMe Services;

b) use, reproduce, distribute, transmit, display and perform the Content, and modify (i.e., alter in any manner) the Content only to the extent necessary to format and display it through the Licensee Applications, and

c) use and display the GroupMe Marks only to identify that the Licensed Materials originate from the GroupMe Services. Licensee Applications do not include those applications that use or access the Licensed Materials or the GroupMe Services in order to monitor the availability, performance, or functionality of any of the Licensed Materials or the GroupMe Services, for any other benchmarking or for other competitive purposes.

4. RESTRICTIONS

The licenses granted above are explicitly conditioned on Licensee’s adherence to the following restrictions:

4.1 Compliance with this Agreement. Licensee must comply with the restrictions set forth in this Agreement in all uses of the Licensed Materials. If GroupMe believes, in its sole discretion, that Licensee has violated or attempted to violate any term or condition of this Agreement, the licenses granted in Section 2 above may be temporarily or permanently revoked, with or without notice to Licensee, in GroupMe’s sole discretion.

4.2 Obtaining and Maintaining an API Key. In order to use the GroupMe API, Licensee must obtain an API Key via registration on the Developer Website. Licensee shall not share the API Key received by Licensee, shall keep such API Key secure and treated as Confidential Information, and shall use the API Key as Licensee’s sole means of accessing the GroupMe API.

4.3 No In-Stream Advertising; No In-Network Promotions. Licensee shall not, in any manner, display In-Stream Advertising. In addition, advertisements cannot replicate the look and feel of, or reasonably be confused by users as, a piece of Content and should be clearly separated from Content. In addition, Licensee Applications may not allow In-Network Promotions.

4.4 No Marketplaces or Other Aggregators or Repositories of Code or Applications. Licensee is not permitted to create any sort of Marketplace. Such Marketplaces include, but are not limited to,
collections of GroupMe themes, collections of GroupMe extensions or plugins and non-general purpose collections comprised solely of Licensee Applications. In addition, Licensee should not participate in such prohibited Marketplaces. GroupMe shall be the single point of origin for any apps, extensions, or code that GroupMe provides tools to aggregate.

4.5 No Export for the Purpose of Replication, Repackaging or Resale. Licensee shall not, under any circumstances, export Content to a data store intended to replicate, in whole or in part, GroupMe’s data store, nor shall Licensee repackage and/or resell the Licensed Materials, including any Content, in any manner, including but not limited to by offering access to the Licensed Materials through its own API. For the sake of clarity, this restriction is not intended to apply to Licensee Applications that may, at the request of a user, export such user’s Content for the purposes of data portability. Licensee shall not archive or resell any GroupMe data.

4.6 No Compromising GroupMe Security. Licensee is not permitted to use the Licensed Materials in any manner that does or could potentially undermine the security of the GroupMe Services or the Licensed Materials. In addition, Licensee shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the GroupMe Services or the GroupMe API, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Licensed Materials, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the GroupMe Services or the GroupMe API, or cause in any manner, directly or indirectly, any loss of compatibility with, or denial of access to, the GroupMe Services or the GroupMe API.

4.7 Reporting Security Flaws and Unauthorized Access. Licensee shall immediately report to GroupMe, with such notice sent via e-mail to the attention of ops@groupme.com, any security flaws Licensee discovers in any of the GroupMe Services or the Licensed Materials. GroupMe reserves the right, in its sole discretion, to determine what constitutes a security flaw. Licensee shall further immediately report to GroupMe any actual or suspected unauthorized access to the GroupMe API using the API Key. Failure to report such flaws or unauthorized accesses, particularly prior to public disclosure, shall be considered a material breach of this Agreement.

4.8 No Phishing, Malware or Identity Theft; No Spamming. Licensee shall not publish or link the GroupMe Services, GroupMe API, Content or GroupMe Marks to malicious content intended to damage, disrupt or exploit a user’s browser, computer or GroupMe account or to compromise a user’s privacy or credentials in any manner. Licensee will not use the GroupMe API to create any Licensee Applications that send unsolicited communications (whether commercial or otherwise) to any third party; for the purposes of phishing, pharming, impersonating or misrepresenting affiliation with another person or entity; or that sends bulk mail or other communications to one or more third parties. Further, Licensee shall not use the GroupMe Services or GroupMe API, and shall not create Licensee Applications, for the purpose of “spamming.” GroupMe reserves the right, in its sole discretion, to determine what actions constitute “spamming.” such actions including, but not limited to, posting numerous substantially identical pieces of Content, posting misleading or obfuscated links and executing a large number of native GroupMe actions (e.g., SMS, posting, reblogging, liking, following) in a short period of time.

4.9 Passwords. Licensee will not, and not cause others to, collect any users’ personal information or data in a misleading, illegal, unauthorized or unfair way. Without limiting the generality of the foregoing, Licensee will not collect, store or record any GroupMe Password. Licensee agrees that the services and products provided through the Licensee Applications shall be provided by or on behalf of Licensee in compliance with all applicable laws and regulations (including without limitation those relating to the
4.10 Respect for API Limitations. Licensee shall respect the letter and the spirit of the programmatic limitations of the GroupMe API and the restrictions of this Agreement in designing and implementing Licensee Applications. For example, Licensee shall not work around any explicit GroupMe API limitation using a series of non-API calls, even if such work-arounds are possible by avoiding use of the GroupMe API. Specific prohibited actions include the process of “page scraping,” which is the process of downloading and parsing whole GroupMe pages in order to build Licensee Applications with capabilities beyond those intended to be provided by the GroupMe API. In addition, Licensee shall comply with any limitations on the frequency of access, calls and use of the GroupMe API as provided to Licensee by GroupMe from time to time.

4.11 No Content Modifications. GroupMe may deliver Content for use in connection with the GroupMe API and Licensee Applications, including materials created by or otherwise originating from GroupMe and delivered as part of such Content. Licensee shall not make any modifications to any Content, other than to modify the formatting of such Content in order to display it in a manner appropriate for the pertinent Licensee Applications. In addition, Licensee shall not remove, block or otherwise prevent delivery of any Content.

4.12 No Circumvention or Reverse Engineering; Maintenance of Proprietary Notices. Licensee shall not, and shall not attempt to: (i) interfere with, modify or disable any features or functionality of the GroupMe Services or GroupMe API, including, without limitation, any mechanisms used to restrict or control the GroupMe Services or GroupMe API, such as anti-circumvention measures; (ii) translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the GroupMe Services or the Licensed Materials; (iii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the GroupMe Services or the Licensed Materials; or (iii) remove or modify any proprietary notices, attribution or marks from or delivered as part of the GroupMe Services or the Licensed Materials.

4.13 Genuine Actions. Licensee shall not create Licensee Applications with capabilities that in any way that do not reflect explicit, genuine expressions of user intent and permission. For example, Licensee Applications should not automatically follow blogs, should not like, reblog or reply to Content that a user has not explicitly liked, reblogged or replied to, and should not generate posts on a user’s behalf without (1) a specific interaction informing a user that such user is making a post to a particular blog, and (2) an explicit action by such user evincing permission for making such post (e.g., a Licensee Application should not automatically generate a post indicating that a user has registered for such Licensee Application). In addition, a Licensee Application should not require a user to generate a post as a prerequisite to using a Licensee Application or a feature of a Licensee Application.

4.14 No Continuous Playback. Licensee shall not use the GroupMe Services or the GroupMe API in a manner that enables sequential, continuous and/or uninterrupted playback of any media content, including but not limited to video, audio and images.
4.15 Monitoring. GroupMe reserves the right to monitor Licensee’s use of the Licensed Materials for any reason or no reason, including to ensure Licensee’s compliance with the terms and conditions of this Agreement.

4.16 Storage and Caching of Content. Licensee shall be permitted to store or cache user token, group memberships, messages (text, photos, locations, splits), and “likes”. Under no circumstances shall Licensee store or cache any user token, group memberships, or “likes” received through the GroupMe API for longer than one (1) month; after one (1) month, Licensee shall re-request, through the GroupMe API, any such Content from GroupMe. For messages, Licensee shall be permitted to store or cache 100 messages or the amount of messages received by Licensee, both within the previous 24 hours and whichever amount is greater, for three (3) days; after such three (3) days, Licensee shall re-request, through the GroupMe API, any such Content from GroupMe.

5. BRANDING AND MARKETING; GROUPME MARKS.

5.1 Indicating Use of the GroupMe Services and the GroupMe API. In a prominent location in all Licensee Applications, Licensee shall, to the extent reasonable based on the nature of the Licensee Application, indicate that such Licensee Applications have been created using the GroupMe Services and/or the GroupMe API. Licensee shall display proper attribution to GroupMe. The location and design of such attribution shall be done in accordance with the GroupMe Brand Standards. Licensee must, at a minimum, use the following notice on any Licensee Applications when the GroupMe API is used:

powered by GroupMe®

5.2 Use of GroupMe Marks. Licensee may not, under any circumstances: (i) include in or use the GroupMe Marks, or any Confusing Marks, as part of Licensee’s trade name (registered or otherwise), logos or other identifiers of Licensee; (ii) include in or use the GroupMe Marks or any Confusing Marks as part of any names, domain names logos or other identifiers of Licensee Applications; or (iii) use the GroupMe Marks or Confusing Marks in a manner that creates or may create a sense of endorsement, sponsorship or association with GroupMe, unless expressly permitted by GroupMe, in writing, to do so. All use of the GroupMe Marks, and any goodwill arising out of such use, shall inure to the benefit of GroupMe. Licensee may freely state and disclose that Licensee is using the GroupMe Services or the GroupMe API, as long as Licensee adheres to all restrictions on the use of the GroupMe Marks stated in this Agreement. Licensee shall ensure that users know that Licensee's applications were not built or endorsed by GroupMe. Licensee acknowledges and agrees that Licensee shall at all times be in full compliance with the terms and conditions of the GroupMe Brand Standards.

5.3 No Misleading Users. Licensee may not, under any circumstances, whether within a Licensee Application or in materials discussing or concerning a Licensee Application, mislead, confuse or cause misapprehension or confusion among users as to the features, functionality, origin, capabilities or other aspects of said Licensee Application, GroupMe, the GroupMe Services or the GroupMe API.

5.4 Source Attribution. Licensee agrees to maintain attribution of all pieces of Content to the source of the Content (the “Source”). At no time will Licensee falsely endorse Content obtained through the GroupMe Services or the GroupMe API as its own, unless Licensee has obtained the appropriate permissions of the applicable Source. For the sake of clarity, this means that Licensee shall not display any Content without attribution to the Source, as delivered by the GroupMe Services or the GroupMe
API. In addition, Licensee and Licensee Applications shall not modify or remove any proprietary notices, attribution or marks from the Licensed Materials.

6. GROUPME MODIFICATIONS

Licensee acknowledges and agrees that GroupMe may make Modifications to this Agreement, the GroupMe Services, and the GroupMe API from time to time at its discretion. As to any Modifications of the GroupMe Services only, GroupMe shall publish the applicable Modifications to the GroupMe Services on the Developer Website. As to any Modifications of the GroupMe API only, Licensee may be notified of any Modification through notifications or posts on the Developer Website, and may publish such Modifications on the Developer Website. Licensee further acknowledges and agrees that the GroupMe Services and the Licensed Materials may be modified at any time and without any notice to Licensee. Licensee acknowledges that a Modification may have an adverse effect on Licensee Applications, including but not limited to changing the manner in which Licensee Applications communicate with GroupMe Services and display Content. Licensee acknowledges that its sole recourse for such adverse effects is to terminate its use of the GroupMe API, the GroupMe Services and Licensed Materials, and that Licensee’s continued access to or use of the GroupMe Services or any Licensed Materials following publication of a Modification shall constitute binding acceptance of the Modification(s) at issue.

7. OWNERSHIP

7.1 GroupMe. Licensee acknowledges and agrees that GroupMe and its licensors retain all worldwide right, title and interest in and to the Licensed Materials and any derivative works or enhancements thereto created by or for GroupMe, its Affiliates or its licensors, including all worldwide intellectual property rights therein. Licensee also acknowledges and agrees that, as between Licensee and GroupMe, GroupMe owns all right, title and interest in and to the GroupMe Services, the GroupMe API, the GroupMe Marks, the GroupMe User Information, and any derivative works or enhancements thereof, including but not limited to all worldwide intellectual property rights therein. Licensee agrees not to act in any manner inconsistent with such ownership. Any of GroupMe’s rights not expressly granted under this Agreement are hereby withheld. Licensee agrees that it will not challenge GroupMe’s or any of GroupMe’s Affiliates’ (or any of their licensees, assigns or successors) ownership of the GroupMe Services, the GroupMe API, or the GroupMe Marks, challenge the validity of the licenses granted under this Agreement, or otherwise copy or exploit the GroupMe Marks during or after the termination of this Agreement, except as expressly authorized under this Agreement. If Licensee acquires any rights in the GroupMe Marks or any confusingly similar marks, by operation of law or otherwise, Licensee will, at no expense to GroupMe, immediately effectuate an assignment of all such rights to GroupMe or a GroupMe Affiliate, if applicable.

Licensee further agrees that Licensee shall not now, or at any time in the future, allege infringement of, threaten to or bring any action, claim or proceedings for the infringement of, assert or enforce any patent Licensee creates, develops, acquires, licenses or owns which uses the GroupMe API which may be infringed by the use or exploitation of the GroupMe API against (a) GroupMe or GroupMe’s Affiliates (or any of their licensees, assigns or successors) or (b) any developer in the GroupMe developer community who uses the GroupMe API pursuant to a valid agreement with GroupMe. Licensee shall impose this restriction on any assignee, transferee or licensee of those rights which are the subject of
this Section 5, as the case may be, and shall not enable or assist a third party to do anything which, if done by Licensee, would breach this Section 5.

If You are an employee or officer of a business and You use the Licensed Materials on behalf of that business (the "Business"), You acknowledge and agree that: (i) by accepting the Licensed Materials and using the Licensed Materials, You do so on behalf of the Business and with the express authorization of the Business that You and the Business shall be bound by this Agreement in respect of Your and the Business's use of the Licensed Materials; (ii) the license granted by GroupMe to use the Licensed Materials is subject to You obtaining from the Business all necessary consents, permissions and authority for You to act on its behalf and legally bind it according to this Agreement. You represent and warrant that You have obtained such consents, permission and authority to use the Licensed Materials on behalf of the Business. If You do not have such authority, then You do not have a license to use the Licensed Materials.

7.2 Licensee. As between Licensee and GroupMe, and except for Microsoft’s Intellectual Property Rights in any portions thereof, any derivative works or enhancements thereof, including but not limited to all Microsoft’s Intellectual Property Rights therein, and to the license terms set forth in this Agreement, Licensee retains all worldwide right, title and interest in and to the Licensee Applications.

8. FEEDBACK

Licensee may provide GroupMe with Feedback. Licensee agrees that GroupMe and its designees and assigns shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate and otherwise use Feedback, including all derivative works thereto, for any and all purposes, commercial or otherwise, with no obligation of any kind to Licensee. Further, Licensee agrees that it will use reasonable efforts to ensure that Licensee’s Feedback does not contain any software that is subject to an Excluded License.

9. SUPPORT

This Agreement does not entitle Licensee to any support for the Licensed Materials. Licensee is solely responsible for providing all support and technical assistance to end users of the Licensee Applications. Licensee acknowledges and agrees that GroupMe has no obligation to provide support or technical assistance directly to Licensee’s end users and Licensee shall not represent to any of its end users that GroupMe is available to provide such support. Further, GroupMe makes no commitment or guarantee that either the GroupMe API and/or the GroupMe Services will maintain continuous up time.

10. PRIVACY

10.1 GroupMe User Information. Licensee is not allowed to solicit, collect, store, cache or otherwise obtain access to the GroupMe User Information or to proxy authentication credentials for the purposes of automating logins. However, in the unlikely event that Licensee has access to any GroupMe User Information through the Licensed Materials, Licensee shall ensure that any such GroupMe User Information is (i) treated as Confidential Information, as set forth in Section 10, (ii) not exploited for improper purposes, including without limitation identity theft, fraud or spamming, and (iii) Licensee shall be in compliance with all applicable laws and regulations (including without limitation those
relating to the protection of privacy and the processing of personal data or traffic data) in Licensee’s safekeeping of any such GroupMe User Information.

10.2 **Licensee User Information.** Licensee may collect Licensee Application User Information. If Licensee collects Licensee Application User Information, it shall provide to users an applicable privacy policy that clearly discloses Licensee’s information collection, storage and sharing practices, including the extent to which such Licensee Application User Information is disclosed to third parties such as GroupMe. Licensee’s privacy policy must: (i) comply and be consistent with all applicable laws, including but not limited to data protection regulations in applicable territories; (ii) allow disclosure of Licensee Application User Information to GroupMe, to the extent necessary for Licensee’s use of the GroupMe API and other Licensed Materials, in accordance with the then-current GroupMe Privacy Policy; and (iii) be no less protective of applicable end users than the then-current GroupMe Privacy Policy.

11. **CONFIDENTIALITY**

Licensee may from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. Licensee may not disclose Confidential Information to a third party without the prior express consent of GroupMe, provided in writing or by email. Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

12. **REPRESENTATIONS AND WARRANTIES OF LICENSEE.**

Licensee represents and warrants that: (i) Licensee has the necessary power and authority to enter into this Agreement, and that the performance of its obligations will not constitute a breach or otherwise violate any other Agreement or the rights of any third party arising therefrom; (ii) Licensee shall maintain, throughout the Term, all required rights and licenses related to the Licensee Applications and the Licensee Applications shall not infringe or otherwise violate any third party rights, including but not limited to third party intellectual property rights; (iii) Licensee’s uses of the Licensed Materials do and shall at all times during the term of this Agreement comply with all applicable foreign, federal, state and local laws, rules and regulations; and (iv) Licensee shall ensure that at the initial point in which any Licensee user accesses the GroupMe Services from Licensee Applications, such user shall have acknowledged and agreed, through an express prior consent, to be subject to the GroupMe’s TOS located at [https://groupme.com/terms](https://groupme.com/terms).

13. **INDEMNIFICATION BY LICENSEE.**

Licensee will indemnify and hold GroupMe, its subsidiaries, Affiliates, officers, employees and agents harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs and expenses brought by a third party arising out of or in connection with: (i) any act or omission by Licensee in connection with Licensee’s use of the GroupMe Services or the Licensed Materials; (ii) Licensee’s use of the GroupMe Services or the Licensed Materials other than as expressly allowed by this Agreement; (iii) Licensee’s breach of this Agreement, including but not limited to Licensee’s representations and warranties herein; or (iv) any Licensee Application.

14. **NO WARRANTY**
THE GROUPME SERVICES AND THE LICENSED MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. GROUPME DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS AND THE GROUPME SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FURTHER, GROUPME DISCLAIMS ANY WARRANTY THAT LICENSEE’S USE OF THE GROUPME SERVICES OR THE LICENSED MATERIALS WILL MEET ANY OR ALL OF LICENSEE’S REQUIREMENTS OR THAT SUCH USE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE.

15. NO LIABILITY

THE LICENSED MATERIALS ARE PROVIDED TO YOU FREE OF CHARGE. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GROUPME BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, DIRECT, EXEMPLARY, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT GROUPME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR. IN ANY CASE, GROUPME’S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED FIVE U.S. DOLLARS (US$5.00). THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. TERM AND TERMINATION; SURVIVAL

16.1 Term. These terms will become effective upon first use of the GroupMe API and will remain effective until terminated by either GroupMe or You as set out herein. GroupMe will not be liable in relation to any damage caused by the modification or termination of these API Terms and/or any other applicable additional terms.

16.2 Termination. Either party may terminate this Agreement at any time for no reason. Without limiting other remedies, GroupMe may terminate this Agreement immediately at any time if your use breaches any provision of this Agreement or if you engage in any action, directly or indirectly, that in GroupMe’s sole opinion devalues GroupMe’s brand, reputation, the GroupMe Services or the GroupMe API or if we think that You have acted in a way which shows that you do not intend to comply with these API Terms.

16.3 Survival. Upon termination of this Agreement by Licensee or GroupMe for any reason whatsoever: (a) all licenses and rights to use the Licensed Materials and GroupMe Services shall immediately terminate and (b) Licensee will immediately cease any and all use of the Licensed Materials and GroupMe Services. Sections 1, 4, 7, 8, 10-17 shall survive termination of this Agreement.

17. MISCELLANEOUS

17.1 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between You and GroupMe with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. Nothing in this
clause shall exclude or restrict the liability of either You or GroupMe arising out of fraud or fraudulent misrepresentation.

17.2 **Enforceability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

17.3 **Assignment.** Licensee may not assign any of the rights or obligations granted under this Agreement, voluntarily or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets). GroupMe may assign, transfer or delegate any of its rights and obligations hereunder without notice or consent.

17.4 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. Licensee agrees that any dispute arising from or relating to the subject matter of this Agreement shall be governed by the exclusive jurisdiction and venue of the state and federal courts of New York County, New York.

17.5 **No Waiver.** The section and paragraph headings in this Agreement, along with all provided annotations, are for convenience only and shall not affect the interpretation of this Agreement. The failure of GroupMe to enforce any part of this Agreement shall not constitute a waiver of its right to later enforce that or any other part of this Agreement. Waiver of compliance in any particular instance does not mean that GroupMe will waive compliance in the future.