Capcade API Terms of Service

Thank you for using Capcade's APIs, developer services, and associated software (collectively, the **"APIs"**). By accessing or using our APIs, you agree to these Terms of Service (the **"Terms"**). If there is a conflict between these Terms and additional terms applicable to a given API, the additional terms will control.

These Terms, together with any accompanying documentation, policies, and guidelines, govern your relationship with Capcade. Please read them carefully.

Under these Terms, **"Capcade"** means **Capcade Inc., a corporation established under the laws of the State of Delaware (United States of America) , with a registered address at 8 The Green, Ste A, Dover, DE 19901, U.S.A.** We may refer to Capcade as **"we," "our," or "us."**

Section 1: Account and Registration

a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (i) you are not of legal age to form a binding contract with Capcade, or (ii) you are barred from using or receiving the APIs under applicable laws.

b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms shall refer to that entity).

c. Registration

You may be required to provide certain accurate and up-to-date information as part of your registration or continued use of the APIs. You agree to keep such information current.

d. Subsidiaries and Affiliates

Capcade may provide the APIs to you directly or through subsidiaries or affiliates, and these Terms govern your relationship with them as well.

Section 2: Using Our APIs

a. Your End Users

You will require your end users to comply with applicable laws, regulations, and these Terms.

b. Compliance with Law and Third-Party Rights

You will comply with all applicable laws and third-party rights, including data, privacy, import/export, and intellectual property laws.

c. Permitted Access

You will access the APIs only as described in the applicable documentation. If Capcade assigns you developer credentials, you must use them with the applicable APIs and not misrepresent or mask your identity.

d. API Limitations

Capcade may set and enforce limits on use of the APIs. Attempts to circumvent such limits are prohibited.

e. Open Source Software

Some software included in our APIs may be offered under open source licenses. To the extent those licenses expressly supersede these Terms, they will apply.

f. Communication with Capcade

We may send you communications regarding your use of the APIs.

g. Feedback

If you provide feedback about our APIs, we may use such information without obligation to you.

h. Non-Exclusivity

These Terms are non-exclusive. Capcade may develop products or services that compete with your API Clients.

Section 3: Your API Clients

a. API Clients and Monitoring

Capcade may monitor use of the APIs to ensure quality, improve services, and verify compliance ("API Client(s)"). Monitoring may include accessing and using your API Client. Capcade may suspend access if we reasonably believe you are in violation of these Terms.

b. Security

You will use commercially reasonable efforts to protect user information by your API Client, including personal data, and comply with applicable data protection laws.

c. Ownership

You retain ownership of your API Clients. Capcade retains all rights in the APIs.

d. User Privacy

You will comply with all applicable privacy laws and maintain a privacy policy that clearly describes what information you collect and how you use it.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

You may not (or allow those acting on your behalf to):

- Sublicense, sell, or share the APIs or API credentials.
- Create an API Client that functions substantially the same as the APIs and offer it to others.
- Introduce malware, viruses, or harmful code.
- Interfere with or disrupt the APIs or networks.
- Promote unlawful activities.
- Reverse engineer or attempt to extract source code (unless expressly permitted by law).
- Use the APIs for any critical systems (e.g., nuclear facilities, aviation, defense, or other safety-critical infrastructure).
- Use the APIs to process or store any data subject to the International Traffic in Arms Regulations (ITAR) maintained by the U.S. Department of State.
- Remove or alter Capcade's terms or notices.

b. Confidential Matters

Developer credentials must be kept confidential. Capcade's confidential information may not be disclosed without written consent, except as required by law.

Section 5: Content

a. Content Accessible Through the APIs

Content provided via the APIs may belong to third parties. You may not use it without permission or applicable laws, regulations, and policy.

b. Submission of Content

You grant Capcade a worldwide, royalty-free, non-exclusive license to use submitted content solely to operate, secure, and improve the APIs.

c. Retrieval of Content

Non-public user content obtained via the APIs may not be shared without that user's explicit consent.

d. Data Portability

You agree to enable your users to export their equivalent data to other services where legally permitted.

e. Prohibitions on Content

You will not scrape, misrepresent, or remove rights notices from API-provided content.

Section 6: Brand Features; Attribution

a. Brand Features

"Brand Features" means the trade names, trademarks, logos, and domain names of each party. Except as expressly stated, these Terms do not grant any rights to use the other party's Brand Features.

b. Attribution

You agree to display attribution(s) required by Capcade.

c. Publicity

You may not suggest partnership, sponsorship, or endorsement by Capcade without prior written consent.

d. Promotional Use

Capcade may use your company or product name, and incidental depictions of your API Client, to promote our APIs.

Section 7: Privacy and Copyright Protection

a. Privacy

Capcade will use submitted information in accordance with its [Policy](#).

b. Copyright Protection

Capcade complies with the U.S. Digital Millennium Copyright Act (DMCA) and responds to valid notices of alleged copyright infringement.

Section 8: Termination

a. Termination

You may stop using the APIs at any time. Capcade may terminate or suspend access to the APIs at any time without liability.

b. Obligations Post-Termination

Upon termination, you must cease use of the APIs, stop using Capcade Brand Features, and delete cached or stored content.

c. Surviving Provisions

Sections 4(b), 5, 8, 9, and 10 will survive termination.

Section 9: Liability

a. Warranties

The APIs are provided **"AS IS"** without warranties, except as required by law.

b. Limitation of Liability

To the extent permitted by law, Capcade and its suppliers are not liable for indirect, special, or consequential damages. Total liability is limited to the fees you paid to Capcade for API use in the six months preceding the claim.

c. Indemnification

You will defend and indemnify Capcade, its affiliates, officers, and employees from claims arising from misuse of the APIs, violation of the Terms, or data/content you provide.

Section 10: General Provisions

a. Modification

Capcade may modify these Terms. Changes will not apply retroactively and will become effective no sooner than 30 days after posting, except for changes required by law or involving new functions, which are effective immediately.

b. U.S. Federal Agency Entities

The APIs are "commercial computer software" developed at private expense under applicable federal acquisition regulations.

c. Governing Law and Venue

Except as set forth below:

- The laws of the State of Delaware, U.S.A., excluding Delaware's conflict of laws rules, apply to any disputes.
- All claims will be litigated exclusively in the federal or state courts located in Dover, Delaware, U.S.A. Both parties consent to personal jurisdiction in those courts.

If you are a U.S. federal, state, county, or city government entity, the parties agree to remain silent regarding governing law and venue.

d. Miscellaneous

These Terms are the entire agreement between you and Capcade regarding the APIs and supersede all prior agreements. If any provision is unenforceable, the remaining terms remain in effect. No waiver of enforcement shall constitute a waiver of future rights.

Last update: October 20, 2025