

ecoinvent API Test Phase - Terms of Use

(version 1.0)

Welcome to the ecoinvent API (the “API”). These Terms of Use (the “Terms”) govern your access to and use of the API provided by ecoinvent (“we,” “us,” or “our”) during the API testing phase. By accessing or using the API, you agree to be bound by these Terms. For terms governing the ecoinvent data itself, the EULA and your licensing agreement with ecoinvent shall control.

Account Registration, Security, and Access

- In order to access the API, you will be required to provide certain user information (such as identification or contact details) as part of the registration process or as part of the continued use of the API.
- API credentials are intended to be used by you to identify your API access. You will keep your API credentials confidential and make reasonable efforts to prevent and discourage others from using your API credentials. API credentials may not be embedded in open source projects.
- To the extent that you are managing API access on behalf of multiple users, you will use commercially reasonable efforts to protect user information collected by you from unauthorized access or use and you will require your end users to comply with these Terms. You will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

API Limits

- ecoinvent may set and enforce limits on your use of the API (e.g., limiting the number of requests that you may make or the number of users you may serve), in its sole discretion. Excessive use may result in throttling or suspension of your access. You agree to, and will not attempt to circumvent, such limitations documented with the API.

API Usage Restrictions

- You agree not to:
 - use the API to retrieve or distribute data in violation of any law, regulation, or in contravention of the EULA and licensing agreement with ecoinvent;
 - perform an action with the intent of introducing any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature;
 - interfere with or disrupt the API or servers or networks providing the API;
 - reverse engineer or attempt to extract the source code from the API or any related software, except to the extent that this restriction is expressly prohibited by applicable law; or
 - copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense the API to any third party. Consequently, you will not create an API that functions substantially the same as the API and offer it for use by third parties.

Ownership

- The API, as well as any updates and/or corrections and any intellectual property or other rights pertaining thereto, are owned by ecoinvent. By accessing ecoinvent's API, ecoinvent does not acquire ownership in your content, and by using our API, you do not acquire any ownership of any rights in our API or the data that is accessed through our API.

Monitoring

- You acknowledge that ecoinvent may monitor use of the API to ensure quality, improve the API product and/or to verify your compliance with the terms of your agreements with ecoinvent. This monitoring may include ecoinvent accessing and using your API credentials, for example to identify security issues that could affect ecoinvent or its users. You will not interfere with this monitoring.

Discontinuation of API use

- You may stop using the API at any time with or without notice.
- We reserve the right, acting reasonably, to suspend or terminate your access to the API, in whole or in part, for any reason, including but not limited to the following:
 - **Security concerns**, including unauthorized access or use or activity that may pose a risk to the API, our systems, or our users
 - **Violation of these Terms** or applicable laws or regulations, including for the avoidance of doubt, the EULA and/or your contract with ecoinvent
 - **Exceeding usage limits**, including rate limits, bandwidth usage, or storage limits that may be set in your contract or other documentation provided by ecoinvent
 - **Operational or Technical issues** such as maintenance, migration or emergency fixes
- Where practicable, we will make reasonable efforts to provide prior notice of suspension or termination, including the reason for such action. However, we may suspend access immediately and without notice in cases where urgent action is required to prevent harm or legal liability.
- We retain the right to evaluate or assess whether the termination / suspension / discontinuation shall affect the validity of the licence agreement and/or EULA with ecoinvent.
- Upon any discontinuation of your access to the API, you will immediately cease all use of the API and delete any cached or stored data that was permitted by the cache header.

Data Privacy

- You may provide personally identifiable information ("PII") to ecoinvent in the course of your registration and use of the API. Terms governing the use and protection of such PII are covered in the EULA and/or sub-licensing agreement with ecoinvent.

Warranty and Liability

- We make no warranties or commitments about the API or your use of the API. We provide the API "as is" and "as available."

- ecoinvent disclaims any and all liability for damages (direct or indirect) in connection with the use of the API.

Modification

- We reserve the right to modify these Terms at any time. Continued use of the API past this time constitutes your acceptance of the modified Terms.

Governing Law

- These Terms are governed by Swiss law, without regard to its conflict of laws principles. The United Nations' Convention on International Sale of Goods of 11 April 1980 (SR 0.221.211.1) does not apply.