

Dataset Terms of Use

Description

Parallel Domain, Inc. (hereinafter "Parallel Domain") strive to enhance public access to and use of data that it produces. The data are organized in datasets (the "Datasets") listed at <https://paralleldomain.com/public-datasets/> (the "Website"). The Datasets are collections of data, managed by Parallel Domain and provided in a number of machine-readable formats. Parallel Domain may provide individuals and entities (each a "Licensee") with access to the Datasets free of charge subject to the terms and conditions of this agreement and Licensee's compliance therewith (hereinafter "Terms"). Use of any data derived from the Datasets, which may appear in any format such as tables and charts, is also subject to these Terms.

Licenses

Unless specifically labeled otherwise, these Datasets are provided to Licensee under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License ("CC BY-NC-SA 4.0"), with the additional terms included herein. The CC BY-NC-SA 4.0 may be accessed at <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode>. When Licensee downloads or uses the Datasets from the Website or elsewhere, Licensee is agreeing to comply with the terms of CC BY-NC-SA 4.0, and agreeing to these Terms. Where these Terms conflict with the terms of CC BY-NC-SA 4.0, these Terms shall prevail.

As referenced in the license above, the Datasets may not be used for commercial applications. If you require data for commercial applications, please reach out to sales@paralleldomain.com

Comments

Parallel Domain encourages Licensee to share its suggestions and ideas for using or facilitating access to the Datasets with Parallel Domain. If Licensee wish to make other comments, please contact Parallel Domain by sending an email to info@paralleldomain.com.

Restrictions

LICENSEE SHALL NOT PUBLICLY REPRESENT OR IMPLY THAT PARALLEL DOMAIN IS PARTICIPATING IN, OR HAS SPONSORED, APPROVED, OR ENDORSED THE MANNER OR PURPOSE OF LICENSEE'S USE OR REPRODUCTION OF THE DATASETS WITHOUT PRIOR WRITTEN CONSENT FROM PARALLEL DOMAIN. LICENSEE MAY NOT USE THE DATASETS IN ANY MANNER THAT MISREPRESENTS, COMPETES WITH, OR DISPARAGES PARALLEL DOMAIN.

No association

Licensee shall not use the name, any trade-mark, official mark, official emblem, or logo of Parallel Domain, or any of its other means of promotion or publicity, without Parallel Domain's prior written consent nor in any event to represent or imply an association or affiliation with Parallel Domain.

Termination

Parallel Domain may terminate Licensee's access to all or any part of the Datasets or the Website at any time, with or without cause, with or without notice, effective immediately. Licensee may terminate its account on the Website or notifying Parallel Domain at info@paralleldomain.com.

All provisions of the Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Warranties

THE DATASETS AND WEBSITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MODIFICATIONS OF ORIGINAL DATASETS POSTED ON THE WEBSITE) ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, PARALLEL DOMAIN DOES NOT WARRANT THAT: (A) THE CONTENT OR MODIFICATIONS TO THE DATASET ARE TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT IN THEIR POSTED FORMS AT THE WEBSITE; (B) THE WEBSITE WILL BE SECURE; (C) THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (D) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (E) THE WEBSITE, CONTENT OR ANY MODIFICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE RESULTS OF USING THE WEBSITE WILL MEET LICENSEE’S REQUIREMENTS. **LICENSEE’S USE OF THE WEBSITE, THE DATASETS, AND ANY CONTENT IS SOLELY AT LICENSEE’S OWN RISK.**

Limitation of liability

IN NO EVENT SHALL PARALLEL DOMAIN AND ITS AFFILIATES, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE WEBSITE, THE DATASETS, OR ANY CONTENT OR USER SUBMISSIONS (I) FOR ANY DIRECT DAMAGES, OR (II) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Indemnification

Licensee shall indemnify, defend, and hold Parallel Domain harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys’ fees and court costs, arising from (i) Licensee’s use or misuse of the Website or the Datasets; (ii) Licensee’s access to the Website; (iii) Licensee’s violation of the Terms; or (iv) infringement by Licensee, or any third party using Licensee’s account, of any intellectual property or other right of any person or entity, including but not limited to infringements upon any and all representations made by Licensee in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

Dispute Resolution

These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of California (excluding the conflict of laws rules thereof). All disputes under these Terms will be resolved in the applicable state or federal courts of California. The parties each consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

Integration and severability

This Agreement is the entire agreement between Licensee and Parallel Domain with respect to the Datasets. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

Miscellaneous

Parallel Domain may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and neither party has any authority of any kind to bind the other in any respect outside the specified

terms of this Agreement. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

These Terms may be amended by Parallel Domain from time to time at its sole discretion. It is Licensees responsibility to review the controlling version of these Terms. By continuing to use the Datasets subsequent to Parallel Domain making available an amended version of these Terms, Licensee acknowledges, agrees and consents to such amendment.

Licensee is solely responsible for complying with all applicable laws with regard to Licensee's use or publication of the Datasets, including any applicable privacy, data protection, security, and export laws. Licensee agrees to take reasonable steps to assist Parallel Domain in fulfilling its responsibilities to comply with applicable laws with regard to use or publication of Datasets.