# Bureau of Economic Analysis Application Programming Interface Terms of Service Agreement

The Bureau of Economic Analysis ("BEA") offers some of its public data in machine-readable format via an Application Programming Interface ("API"). This service is offered subject to your acceptance of the terms and conditions contained herein as well as any relevant sections of the bea.gov Website Policies (http://www.bea.gov/about/policies.html) and Web Privacy Policy (http://www.bea.gov/about/privacy\_statement.htm) (collectively, the "Agreements").

#### Scope

All of the content, documentation, code and related materials made available to you through the API are subject to these terms. Access to or use of the API or its content constitutes acceptance to this Agreement.

#### Use

You may use the BEA API to develop a service or service to search, display, analyze, retrieve, view and otherwise "get" information from BEA data.

#### Attribution

All services, which utilize or access the API, should display the following notice prominently within the application: "This product uses the Bureau of Economic Analysis (BEA) Data API but is not endorsed or certified by BEA." You may use the BEA name in order to identify the source of API content subject to these rules. You may not use the BEA name, or the like to imply endorsement of any product, service, or entity, not-for-profit, commercial or otherwise.

## **Modification or False Representation of Content**

You may not modify or falsely represent content accessed through the API and still claim the source is the BEA.

#### **Right to Limit**

Your use of the API may be subject to certain limitations on access, calls, or use as set forth within this Agreement or otherwise provided by the BEA. If the BEA reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use the API may be temporarily or permanently blocked. The BEA may monitor your use of the API to improve the service or to insure compliance with this Agreement.

#### **Service Termination**

If you wish to terminate this Agreement, you may do so by refraining from further use of the API. The BEA reserves the right (though not the obligation) to: (1) refuse to provide the API to you, if it is the BEA's opinion that use violates any BEA policy; or (2) terminate or deny you access to and use of all or part of the API at any time for any other reason in its sole discretion. All provisions of this Agreement, which by their nature should survive termination, shall survive termination including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

#### Changes

The BEA reserves the right, at its sole discretion, to modify or replace this Agreement, in whole or in part. Your continued use of or access to the API following posting of any changes to this Agreement constitutes acceptance of those modified terms. The BEA may in the future, offer new services and/or features through the API. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

#### **Disclaimer of Warranties**

The API is provided "as is" and on an "as-available" basis. The BEA hereby disclaim all warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. The BEA makes no warranty that the API will be error free or that access thereto will be continuous or uninterrupted.

# **Limitations on Liability**

In no event will the BEA be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (1) any special, incidental, or consequential damages; (2) the cost of procurement of substitute products or services; or (3) for interruption of use or loss or corruption of data.

## **General Representations**

You hereby warrant that: (1) your use of the API will be in strict accordance with the BEA privacy policy, this Agreement, and all applicable laws and regulations; and (2) your use of the API will not infringe or misappropriate the intellectual property rights of any third party.

#### Indemnification

You agree to indemnify and hold harmless the BEA, its contractors, employees, agents, and the like from and against any and all claims and expenses including attorney's fees, arising out of your use of the API, including but not limited to violation of this Agreement.

# Miscellaneous

This Agreement constitutes the entire Agreement between the BEA and you concerning the subject matter hereof, and may only be modified by the posting of a revised version on this page by the BEA.

#### **Disputes**

Any disputes arising out of this Agreement and access to or use of the API shall be governed by federal law.

#### **No Waiver Rights**

The BEA's failure to exercise or enforce any right or provision of this Agreement shall not constitute waiver of such right or provision.