

## **FHFA API Terms of Service (ToS)**

The Federal Housing Finance Agency (“FHFA”) may offer some of its public data in machine readable format via an Application Programming Interface (“API”). These Terms of Service (“TOS”) along with the FHFA.gov Terms of Use located at <http://www.fhfa.gov/AboutUs/Policies/Documents/ToS.pdf> and the FHFA Private Policy located at <http://www.fhfa.gov/AboutUs/Policies/Pages/Website-Social-Media-Policies.aspx> (collectively, “the Terms”) govern your access to and use of the API. Your access to and use of the API are conditioned on your acceptance of and compliance with the Terms. By accessing or using the API you agree to be bound by the Terms.

### **Scope**

All the content, documentation, code and related materials made available to you through the API is subject to the Terms. Your access to or use of the API and/or its content constitutes acceptance of the Terms.

### **Use**

You may use the API to develop services that search, display, analyze, retrieve, view and otherwise “get” information from FHFA data.

### **Attribution**

All services that use or access the API must prominently display the following notice within the application: “This product uses FHFA Data but is neither endorsed nor certified by FHFA.”

You may use FHFA’s name or logos (e.g., “Source: FHFA®”) to identify the source of API content, subject to the Terms. You may not use FHFA’s name, logo or trademarks to endorse any product, service, entity, or the like, regardless of whether the entity is commercial, governmental, not-for-profit, or non-profit.

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

You may not falsely represent content accessed or used through the API. You may not modify content accessed or used through the API and still claim the source as FHFA.

### **Right to Limit**

Your use of FHFA’s API may be subject to certain limitations on access, calls, or use set forth within the Terms. Such access and use may be modified or otherwise changed at any time and at FHFA’s sole and absolute discretion. If FHFA reasonably believes that you have or have attempted to exceed or circumvent these limits of the Terms, FHFA may temporarily or permanently terminate your access to and use of the API. FHFA may monitor your use of the API to improve the service or to insure your compliance with the Terms.

## **Service Termination**

The Terms will continue to apply to you unless terminated by either you or FHFA as follows:

1. You may terminate the Terms at any time by discontinuing all use of the API.
2. FHFA may suspend or terminate your access to or use of the API at any time and for any reason, including, but not limited to, if we reasonably believe you have violated the Terms.

## **Changes**

The FHFA reserves the right, at its sole and absolute discretion, to modify or replace the Terms, in whole or in part. Your continued access to and use of FHFA's API following the posting of any changes to the Terms constitutes acceptance of such changes.

## **Disclaimer of Warranties**

Your access to and use of the API and/or any related content is at your own risk. You understand and agree that the API is provided to you on an "AS IS" and "AS AVAILABLE" basis. FHFA hereby disclaims all warranties of any kind, express or implied. FHFA disclaims without limitation, all warranties and conditions, whether express or implied, of merchantability and/or fitness for a particular purpose, or non-infringement. FHFA makes no representation nor warranty that the API will be error free or that access thereto will be continuous, uninterrupted, or not terminated.

## **Limitations on Liability**

You expressly understand and agree that in no event will FHFA be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, the subject matter of the Terms 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) 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 Terms 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 FHFA, 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 the Terms.

**Disputes**

Any disputes arising out of the Terms, which includes access to or use of FHFA's API, shall be governed by federal law.

**Severability**

All provisions of this Agreement which by their nature should survive termination shall survive termination including, but not limited to, warranty disclaimers, indemnity, and limitations of liability.

**No Waiver**

The failure of FHFA to enforce any right or provision of the Terms will not be deemed a waiver of such right or provision. In the event that any provision of the Terms is held to be invalid or unenforceable by a court of law, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the Terms will remain in full force and effect.

**Miscellaneous**

This Agreement constitutes the entire Agreement between the FHFA and you concerning the subject matter herein. FHFA may revise this Agreement from time to time, the most current version will always be at <http://www.fhfa.gov/AboutUs/Policies/Documents/ToS.pdf>.