



data.world

data.world terms of use

Last Updated: November 1, 2017

THE TERMS CONTAINED IN THE “TERMS & CONDITIONS” COLUMN ARE THE ONLY LEGALLY BINDING TERMS. THE DESCRIPTIONS UNDER “WHAT THIS SECTION COVERS” AND “TO PUT IT SIMPLY” ARE ONLY A TOPICAL SUMMARY AND DO NOT EXPAND, LIMIT, OR ALTER OUR TERMS & CONDITIONS. IN THE EVENT OF A CONFLICT BETWEEN THE THEM, THE PROVISIONS IN THE “TERMS & CONDITIONS” COLUMN WILL PREVAIL.

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What this section covers

This is a binding agreement between you and us that we can change. There are other important documents like our privacy policy you should read that are a part of these terms.

You receive certain access rights to our site when you sign up, including through our APIs, and to others’ datasets if you comply with our terms.

There are four subscriptions plans to choose from and you agree to pay us if you choose a paid plan.

There are third-party tools, datasets and links to third-party sites on our Site.

Things you post on our Site are considered a “Submission” and you give us certain rights in them. There are also licensing aspects you need to consider regarding Submissions you and others make. We have open and private sides of our Site.

F. [UNAUTHORIZED ACTIVITIES](#)

In order to be able to use our Site, please don't do the things listed in this section. We can remove you from our site.

G. [GOVERNMENT MEMBERS](#)

If you work for the US Government, please review this section too.

H. [PROPRIETARY RIGHTS](#)

We each have our proprietary rights and intellectual property and agree to respect them.

I. [OTHER IMPORTANT PROVISIONS](#)

You understand that we disclaim warranties, limit our liability, and if we get into a dispute, we will go to arbitration

A. General information.

Terms & conditions

THESE TERMS AND CONDITIONS (THESE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU, AS A VISITOR OR MEMBER OF THE SITE AND DATA.WORLD, INC. (THE "COMPANY"). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO ACCESS OR USE THE WEBSITE LOCATED AT THE URL: HTTP://DATA.WORLD AS WELL AS ALL ASSOCIATED SITES, FORUMS, AND CHANNELS LINKED TO DATA.WORLD BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). BY ACCESSING OUR SITE, YOU ARE AGREEING TO ALL THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES AVAILABLE THROUGH THE SITE ("SERVICES") OR ANY INFORMATION CONTAINED ON THE SITE.

TO PUT IT SIMPLY:

These are our terms. If you visit or use data.world or any of our other channels, you are agreeing to these terms. If you don't want to follow them, don't use our site.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

TO PUT IT SIMPLY:

There are terms that we want to draw your attention to regarding how we resolve any disagreement.

Changes.

The Company may make changes to the content and Services offered on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time. Any update to these Terms will take effect on the noted effective date. If you do not agree with any of the updated Terms, you must stop using the Site.

TO PUT IT SIMPLY:

Our terms may change, and if you continue to visit or use data.world, you will be bound by the revised terms.

Age.

By using the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site and agree to these Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

TO PUT IT SIMPLY:

We have some of your information. Check out our [Privacy Policy](#) for how we use that information.

Privacy policy.

Please review the Company’s [Privacy Policy](#) (the “Privacy Policy”), which explains how the Company uses information that it collects and that you submit to the Company and which is incorporated by reference into these Terms.

TO PUT IT SIMPLY:

You can’t use data.world if you’re under 13. If you’re under 18, you must get your parent’s permission to use data.world.

B. What you get.

Using the Site and the Services on the Site.

You can simply view the side of the Site which is open to the general public and not use many of the Services. You need not register with the Company to simply visit and view the Site, in which case, you are considered a “visitor” with limited access to certain areas of the Site and limited ability to use the data tables, datasets and databases, including without limitation images, video, data of varying nature and other content contained therein (collectively, “Datasets”) and certain Services and Materials offered on and through the Site.

However, in order to keep certain Datasets, files, projects, collaboration and conversations private to you and those you invite to collaborate with you, access certain password-restricted areas of the Site, and use certain Datasets, Services and Materials offered on and through the Site (such as creating a project, collaborating in an organization, or querying, uploading, or commenting on Datasets, you must register with the Company for an account. By registering for an account with the Company, whether as an individual or entity, you become a “Member.” The rights, privileges, features, and functionality provided to a Member depend on that Member’s subscription plan as more fully explained on the [Pricing page](#). The rights and privileges provided to a Member are personal and non-transferable.

TO PUT IT SIMPLY:

You don’t have to register to visit data.world, but better yet register and get access to neat functionality.

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TO PUT IT SIMPLY:

You don’t have to register to visit data.world, but better yet register and get access to neat functionality.

Materials.

The Company provides content on the Site that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other visitors and Members of the Site (collectively, the "Materials"). Except as set forth below, Materials may include logos, graphics, video, images, software and other content. The Company also provides its Members and visitors to the Site with access to Datasets that are the property of third-parties or other visitors and Members. Neither Datasets, nor application programming interfaces ("APIs") that the Company may make available to you, are deemed to be "Materials" for purposes of these Terms.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner. If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

You may use, copy, and distribute the Datasets (including allowing the Company to use, copy, and distribute the Datasets to provide the "Services") solely as permitted by the third-party licenses applicable to such Datasets. You understand that the Company may remove Datasets, including without limitation derivatives of and/or results from using the Datasets from the Service at any time if required by law or otherwise in its sole discretion. Your searches, queries, projects or saved Datasets may be negatively impacted by such removal.

TO PUT IT SIMPLY:

Most of the things on data.world belongs to others. Respect their rights and don't circumvent them. If we need to pull data off the site, it may mess up what you are doing on our site.

APIs.

If you elect to use the APIs, then subject to your compliance with our API documentation ("Documentation") and these Terms, including, without limitation, your payment of all applicable fees, we hereby grant you an additional limited, revocable, non-transferable, non-exclusive, non-sublicensable license to access and use the API and Documentation for the sole purpose of interfacing your web-based applications (each a "Member Application") to the Services and Materials, solely for your own internal business use, and not for timesharing, application service provider or service bureau use. You acknowledge and agree that your use of the APIs may be subject to volume and other restriction imposed by us from time to time. We may monitor your use of the APIs to ensure quality, improve our products and services, and verify your compliance with these Terms and the Documentation. Each Member Application must maintain 100% compatibility with the current version of the APIs. If any Member Application implements an outdated version of the APIs, you acknowledge and agree that such

Member Applications may not be able to communicate with the Services. You understand that we may cease support of old versions of the APIs. You are solely responsible for obtaining all necessary licenses, permissions, and rights to use and interface your Member Applications in the manner contemplated above and you represent and warrant to the Company that you have so secured the necessary licenses, permissions, and rights. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the APIs or any API or any part thereof with or without notice.

TO PUT IT SIMPLY:

We provide tools to allow you to use different applications and programs with datasets on data.world. They may not always work as planned and you are ok with that. If you want to build your own tool, that's great, but you are responsible for it.

Password Restricted Areas of the Site.

If you desire to become a Member, you must submit the following information through the account registration page on the Site: user name, email address and password. If your account requires payment due to the subscription plan you selected on the [Pricing page](#), you may be additionally required to provide payment information which will be collected and stored by the Company's third-party payment processor, and not the Company. You will also have the ability to provide additional optional information, such as biography, website, display name, social information, social handles, organizations, avatar, which is not required to register for an account but may be helpful to the Company in providing you with a more customized experience when using the Site or its Services. The registration and other information that you provide is subject to the [Privacy Policy](#), which is incorporated by reference into these Terms. The Company will determine whether or not to approve your proposed account and may approve or reject any account registration in the Company's sole discretion. If approved, you will be permitted to log in to your account with your new user name and password (the "Company Password"). Information submitted during the account creation process will be subject to the [Privacy Policy](#).

TO PUT IT SIMPLY:

If you register as a Member, give us good information about yourself. Check out how we treat that information in our [Privacy Policy](#).

Social sign-in.

You can also register for an account using your existing account and log-in credentials from third-party services such as Facebook, Google, Github or Twitter (each a "Third-party Service"). By creating an account via a Third-party Service account, you are allowing the Company to access your Third-party Service account and profile information, and you acknowledge and agree that your use of that Third-party Services is governed by the terms and conditions of such Third-party Service. The Company will never post to the Third-party Service on your behalf without your permission. The Company shall not be responsible for any disclosure, modification or deletion of your account and profile information or any other information resulting from any

such access by the providers of the Third-party Service or from the transmission of such information to such Third-party Service.

TO PUT IT SIMPLY:

You can sign into data.world using your login through other social networks. By doing so, you are subject to their terms.

Passwords.

You are responsible for maintaining the confidentiality of your Company Password and any password for any applicable Third-party Services (collectively, “Passwords”), and you are responsible for all activities that occur using your Passwords. You agree not to share your Passwords, let others access or use your Passwords or do anything else that might jeopardize the security of your Passwords. You agree to notify the Company if any of your Passwords on the Site is lost, stolen, if you are aware of any unauthorized use of your Passwords on the Site or if you know of any other breach of security in relation to the Site.

TO PUT IT SIMPLY:

Keep your passwords to yourself so others can’t pretend to be you.

Complete Information.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information you submitted from your account by logging into your account directly and making the desired changes.

TO PUT IT SIMPLY:

Please keep your information on our site updated and accurate.

Teams.

If you have become a Member as a result of a team or other group inviting you to contribute to its organization (the “Organization”) on the Site (i.e., a unique URL where a group of users may access the Services), Submissions you make to the Organization, its Datasets and data projects are owned by that team or group, and the Company provides that team or group with many choices and control over those Submissions. For example, the team or group may provision or deprovision your access to the Organization and Services, enable or disable third-party integrations, and manage permissions, retention and export settings, and these choices and instructions may result in the restricted access, use, disclosure, modification or deletion of certain or all your Submissions to the Organization, its Datasets and data projects. You also agree and consent to the team or group obtaining information regarding your activities and Submissions on the Site related to the Organization either directly or through us.

AS THE ADMINISTRATOR OR OWNER OF AN ORGANIZATION, YOU AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO (A) INFORM ALL MEMBERS WHOM YOU INVITE TO CONTRIBUTE TO YOUR ORGANIZATION OF YOUR RELEVANT POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF THEIR SUBMISSIONS TO YOUR ORGANIZATION, ITS DATASETS AND DATA PROJECTS; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM THOSE MEMBERS THAT ARE NECESSARY FOR THE LAWFUL USE OF THEIR SUBMISSIONS AND THE OPERATION OF THE SERVICES; AND (C) RESPOND TO AND RESOLVE ANY DISPUTE WITH ANY OF THOSE MEMBERS RELATING TO OR BASED ON THEIR SUBMISSIONS, THE SERVICES OR YOUR FAILURE TO FULFILL THESE OBLIGATIONS. You are responsible for ensuring that each Member you invite only uses his or her credentials and that those credentials are not shared by multiple Members.

TO PUT IT SIMPLY:

A team or group may invite you to join them on data.world. If you accept their invitation, they have rights to the information you contribute to them. If you are a team inviting contributors on data.world, make sure you've told them about your policies regarding their contributions and get their consent, if needed.

Experimental Features.

If you select the option to be an “Experimental” Member on the Site to test new Services and features of the Site, you understand that such Services and features are not commercial release versions and as pre-release Services and features, have not been fully tested. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that these “Experimental” Services and features are not considered by the Company to be suitable for commercial use, and that they may contain errors affecting their proper operation and/or may cause disruptions. **BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF SUCH EXPERIMENTAL SERVICES AND FEATURES MAY CAUSE SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE SITE. THE COMPANY SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY EXPERIMENTAL SERVICES OR FEATURES.** Moreover, you acknowledge that we may modify or discontinue Experimental Services or features at any time and may choose not to release such Services or features as part of a commercial release or, if included in a future release, such commercial release may not contain functionality or operate in a manner similar to the Experimental Service or feature.

TO PUT IT SIMPLY:

If you choose to join our experimental group to help test new services and features, things may not go as smoothly as planned and you are ok with that.

C. Payment.

Subscription Plans.

The Company offers different subscription plans. There are subscription plans for Members who are individuals, and subscription plans for Members who want to work in teams. You, as an administrator for a team, may sign up for a subscription plan for your team's members, employees, contractors or others you choose to invite (each, a "Team Member"). You also have an option to select an enterprise-level subscription plan if your team requires more Services and features related to managing Team Members. You have the option to choose from the paid subscription plans applicable to you or your team by going to your account settings and selecting a subscription plan or signing up through the [Pricing page](#). You can review the fees and features of your current subscription plan at any time by checking your account settings. For the pricing and features that are available in the enterprise plan, please contact: sales@data.world.

You may not sign up for more than one free subscription plan or free trial.

Except if you have agreed to otherwise with the Company, you may adjust your subscription plan at any time, including adding Team Members or upgrading or downgrading subscription plans; however, you will not receive a refund for those fees already paid. If you select a subscription plan that has a base number of Team Members included in it and you increase the numbers of Team Members above that base number, you will be charged on your monthly renewal date for those additional Team Members pro rata based on when they joined in the prior month. You will also be charged for the base subscription plan plus these additional Team Members at that renewal date and going forward until you make further adjustments in your subscription plan.

If you subscribe to a subscription plan that has a base number of Team Members included in it and you remove Team Members from the subscription plan during the term of the subscription plan, the pricing adjustment, if any, will take effect on that subscription plan's renewal date, and you will not be entitled to any refund or credit for any partial month that a Team Member is not on the subscription plan.

TO PUT IT SIMPLY:

We've got subscription plans for individuals and for teams. Depending on which one you choose, you may have access to different features. See our [Pricing page](#) more information.

Fees.

You agree to pay all applicable fees related to the subscription plan you select, all of which are described on the [Pricing page](#) or as otherwise communicated on the Site or by the Company. All payments must be made in US Dollars. The Company, without limiting its other rights or remedies, may downgrade your account to a free subscription or trial plan, at its discretion, if your payment is thirty (30) or more days late and/or your offered payment method (e.g., credit card) cannot be processed. The Company shall provide ten (10) days' written notice prior to such

downgrade. Access to paid functionality will cease following such downgrade and you could lose your Datasets, account capacity, features and your Submissions. You shall be solely responsible for downloading your Datasets and/or making changes to your Datasets to meet the limitations of the free subscription or trial plan, as applicable, prior to such downgrade. The Company does not have any liability for losses resulting from any downgrade.

By providing a payment method, you expressly authorize the Company and its third-party payment processor to charge the applicable fees on that payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on the subscription plan you selected. You agree that the Company may invoice you for any unpaid fees.

When you sign up for a paid subscription to use the Site and Service (“Subscription”), the Company, through its third-party payment processor, will charge your credit card for your first fee on the date that it processes the order for your Subscription (or if you sign-up for a Subscription that includes a free-trial, the Company, will charge your credit or debit card for your first Subscription fee upon your transition to a paid Subscription).

IMPORTANT NOTICE: Unless you cancel prior to the expiration of your current Subscription, the Company will automatically renew your Subscription on each monthly or yearly (depending on the Subscription you have chosen) anniversary of the date that it charged your credit card for the first Subscription fee and, it will charge your credit card with the applicable renewal Subscription fee and any Taxes (as defined below) that may be imposed on such fee payment. Subscriptions must be cancelled prior to the applicable renewal date.

You may cancel your Subscription directly through your Account Settings page on the Site; provided that any Subscription fees charged prior to the effective date of cancellation will not be refunded, in whole or in part. Your Subscription will continue to the end of its paid period.

The Company may alter the pricing for each subscription plan by amending the pricing shown on the [Pricing page](#) or informing you of any pricing changes. The Company can terminate any free plan or trial that you have subscribed to, at any time and for any reason, without notice or liability to you. The Company can terminate any paid Subscription for any reason and without liability, by providing notice to you that we intend to terminate your subscription plan at the end of your then-current Subscription period.

TO PUT IT SIMPLY:

Pay us the fees you owe us. We’ll automatically renew your subscription unless you tell us to stop. We use a third-party payment processor to process your payment, and we can adjust our plans and pricing and cancel any free or trial plans at any time.

Taxes.

All fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to your use of the Site and Services (collectively, “Taxes”). You are solely responsible for the payment of any such Taxes. In the

event the Company is required to pay Taxes on your behalf, you shall promptly reimburse the Company for all amounts paid.

TO PUT IT SIMPLY:

Taxes are on you.

D. Third-Party Considerations.

Third-Party Offerings.

Third-parties may from time to time make certain software or services, including without limitation other online, web-based business application subscription services and any offline products provided by third-parties, that interoperate with the Services or Materials (“Third-party Offerings”). If you acquire or use such Third-party Offerings, such acquisition or use and exchange of data between you and any provider of a Third-party Offering is solely between you and the applicable provider of the Third-party Offering. The Company does not warrant or support any Third-party Offering, whether or not designated as “certified” or otherwise. If you install or enable any Third-party Offering for use with the Services, you acknowledge that the Company may allow the providers of that Third-party Offering to access your Datasets as required for the interoperation and support of such Third-party Offering with the Services. The Company shall not be responsible for any disclosure, modification or deletion of Datasets resulting from any such access by providers of Third-party Offerings. You are required to obtain all necessary licenses, permissions and rights to use such Third-party Offerings. If the provider of any Third-party Offering ceases to make such Third-party Offering available for interoperation with the Services, the Company may cease providing such features without entitling you to any refund, credit, or other compensation.

TO PUT IT SIMPLY:

There are some tools offered by third-parties. You are solely responsible for your use of such tools.

Third-Party Content and Datasets.

Certain Materials that are not Submissions (defined below in [Section E](#)) may be provided by third-party licensors and suppliers to the Company (“Third-Party Content”) where separate and additional terms govern the use of that Third-Party Content.

Submissions, including Datasets, on the Site may be subject to one or more licenses. You may own a Submission or, subject to appropriate licenses from such owners, upload a Submission owned by another party or upload a Submission resulting from combining one or more Submissions owned by you and others. Except for those Submissions that you own completely, third-party licensors may have rights in the other Submissions. You are responsible for

identifying and complying with the license terms applicable to Submissions not owned by you. Such Submissions are licensed directly to you from the applicable third-party licensor under the terms uploaded with the Submissions. You acknowledge and agree that each Submission is licensed under separate terms and that the license terms applicable to any Submission may not be the same as or compatible with the terms applicable to any other Submission. You hereby agree to comply with any and all license terms applicable to any Submission used by you. **THE COMPANY DOES NOT VERIFY, MAKE ANY REPRESENTATIONS OR TAKE RESPONSIBILITY FOR SUCH THIRD-PARTY SUBMISSIONS, INCLUDING, WITHOUT LIMITATION, THE TRUTHFULNESS, ACCURACY, QUALITY OR COMPLETENESS OF THE CONTENT THEREOF, THE ACCURACY OF THE DESIGNATED LICENSE TERMS, THE SCOPE OF ANY RIGHTS IN THIRD PARTY SUBMISSIONS, THE SUITABILITY OF THE SUBMISSION FOR YOUR USE OR THE COMPATIBILITY OF THE SUBMISSION WITH ANY OTHER SUBMISSION, EVEN IF LINKAGES ARE SUGGESTED BY THE COMPANY.**

TO PUT IT SIMPLY:

Data and who owns it and what owners want done with it can be complicated. You are responsible for figuring it out before you share or use the data.

Links to Third-Party Content or Sites.

The Site may be linked to other third-party content or websites that are not part of the Company sites, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Site using your existing account and log-in credentials for such third-party sites, including, without limitation, Facebook, Google, Github and Twitter (any and all of which of the foregoing listed websites may change from time to time) and websites that provide question-and-answer forum functionality (collectively, “Third-Party Sites”). Third-Party Sites include third-party content and websites that may be linked to within a Submission. Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on the Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or Member guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or Member guides. You hereby agree to comply with any and all terms and conditions, Members guides and privacy policies of any of Third-Party Sites. The Company is providing links to the Third-Party Sites to you as a convenience, and the Company does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. Do not provide any personal information, including passwords or other sensitive information to Third-Party Sites you do not know and trust. **YOU AGREE THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR**

LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT, DATASETS OR BUSINESS PRACTICES OF ANY THIRD-PARTY OR YOUR SHARING OF PERSONAL OR SENSITIVE INFORMATION WITH SUCH THIRD-PARTY SITES. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation. The Company shall not be responsible for any disclosure, modification or deletion of your account and profile information or any other information resulting from any such access by the providers of the Third-party Service or from the transmission of such information to such Third-party Service.

TO PUT IT SIMPLY:

We link to other websites or allow you to embed third-party content so you can easily access our site and share with others what you do at data.world. We're not responsible for those sites and content and what happens there.

E. Submissions.

What is a Submission.

A "Submission" is any information, description, text, data, metadata, opinions, Datasets, data projects, messages, comments, collaboration, tags, queries, searches, images, photos, videos, graphics, sounds and other content or material that is submitted, uploaded, posted or otherwise made available on or through the Site or through the Services available in connection with the Site.

You are responsible for all Submissions you submit, upload, post or otherwise make available on or through the Site or through the Services ("Submit"). You may not upload, post or otherwise make available on the Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether you have sufficient permission to share such information is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

TO PUT IT SIMPLY:

You are responsible for what you post to data.world, so make sure you have the rights to do so. We give you a choice to post data and collaborate openly or keep things private. You give us some rights to the things on data.world you post.

Our Rights in Your Submissions.

Unless otherwise explicitly stated herein for Submissions posted on the private side of the Site (below), or in the [Privacy Policy](#), you agree that any Submission provided by you in connection with the Site is provided on a non-confidential basis. Unless your Submission is a “private” Dataset, you hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed. You also authorize others to use the Submissions per the terms you have provided in your Submissions.

If your Submission is posted on the private side of the Site, you hereby grant the Company a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide license to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed solely to provide the Services. The Company may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media.

TO PUT IT SIMPLY:

You grant us certain rights to use the things you post depending on where you post them on our site.

Licensing Considerations.

When you Submit a Submission that you own and that is your original creation, we recommend that you select the license applicable to such Submission from a list that is presented to you in the user interface or alternatively, you may choose to dedicate the Submission to the public domain. If you are Submitting a third-party-owned Submission, you are required to select one of the licenses from the list of licenses offered on the Site applicable to such Submission, or, if the license applicable to the Submission is not included in the list, you may upload the applicable license; provided that you may not Submit any Submission that is licensed under terms that would require any visitor or Member to pay royalties or license fees for use of the Submission, or that would subject the Company to liability or license fees through the use of the Submission as anticipated by these Terms. You are solely responsible for identifying the license terms applicable to the Submissions you Submit and for providing the appropriate license when you Submit such Submission. By making a Submission, you represent and warrant that (a) you have all rights necessary to Submit the Submission and allow the Company to use the Submission for

the Services in accordance with these Terms, (b) the Company's hosting of the Submission and making it available on the Site as anticipated by these Terms will not violate or bind the Company to the terms of any license applicable to such Submission, (c) the Company's hosting of the Submission and making it available on the Site as anticipated by these Terms will not subject the Services or Site to any copyleft, share-alike or similar license provisions, and (d) that either (i) the Submission is your original creation, you own all right, title and interest in and to the Submission and any and all intellectual property rights therein and thereto, or (ii) the Submission is validly licensed in accordance with the license terms selected by you, no other terms and conditions apply to the use of such Submission, and the use of the Submission by the Company, other Members and other visitors as anticipated by these Terms is permitted under such license. You agree to indemnify and hold the Company and its Members, visitors, officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, losses, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that arises from any actual or alleged breach by you of the forgoing representation and warranty, including without limitation misidentification of the license applicable to your Submission(s).

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through the Site.

You acknowledge the licenses applicable to certain Submissions may contain copyleft provisions that control the manner and terms under which you may license those Submissions and any other Submissions that you may combine or link to those Submissions. You are solely responsible for determining and complying with the license terms that apply to your use and distribution of any Submissions or combinations of Submissions. Company shall have no liability to you and you shall indemnify and hold the Company and its Members, visitors, officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) arising from or relating to any claims of improper or unauthorized use of any Submissions or Dataset contents, including but not limited to claims alleging non-compliance with applicable license terms.

TO PUT IT SIMPLY:

Make sure you put the proper license on the things you post and don't use bad license terms.

Private Versus Open Submissions.

A Dataset, data project or Organization may be either private with only you and other Members you invite permitted to access them or they may be on the open side of the Site in which case they are available to all who access the Site and viewable to the public.

YOU AGREE THAT YOU WILL NOT MAKE ANY SUBMISSION ON THE SITE OPEN AND AVAILABLE TO THE PUBLIC THAT CONTAINS PERSONAL INFORMATION, PERSONAL DATA, OR OTHER DATA THAT RELATES TO AN IDENTIFIED OR IDENTIFIABLE LIVING PERSON (COLLECTIVELY, "PERSONAL INFORMATION").

YOU MAY ELECT TO HAVE SUCH INFORMATION WITHIN A SUBMISSION PRIVATE ON THE SITE, PROVIDED ALWAYS THAT YOU HAVE COMPLIED, AND WILL CONTINUE TO COMPLY, WITH APPLICABLE LAW (INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY, PRIVACY, DATA PROTECTION LAWS AND OTHER LAWS APPLICABLE TO REGULATED DATA) AND CONTRACTUAL OBLIGATIONS IN THE COLLECTION, USE, SUBMISSION AND TAKEDOWN OF SUCH PERSONAL INFORMATION.

To the extent required by applicable laws, you have (a) obtained the express consent of the individuals whose data is included in your Submissions, including the right to transmit that data as a Submission, and (b) disclosed to those individuals how the data about them is being used, including on our Site.

“Regulated Data” means information or data the collection, use, and disclosure/sharing of which is subject to one or more laws effective in the jurisdiction of the person uploading a Submission. Regulated Data includes but is not limited to full payment card data (credit, debit, or other payment card data); national identification numbers (for example, Social Security Numbers); Personal Information about persons under the age of 13; ‘protected health information’ as defined by HIPAA in the US; financial information pertaining to a natural living person; or any other data where publishing such data is prohibited under applicable law. .

YOU MUST MAKE AND KEEP YOUR SUBMISSIONS WITH REGULATED DATA PRIVATE AND NOT MAKE IT AVAILABLE ON THE OPEN SIDE OF THE SITE.

Prior to including any Regulated Data in any of your Submissions, you must enter into a separate written agreement with the Company governing such Regulated Data, including without limitation the receipt, storage, use, transmission of such Regulated Data.

TO PUT IT SIMPLY:

Don’t post any personal data on the open side of data.world. Be sure to select “private” for any personal information you upload to data.world. Make sure you’ve complied with the laws applicable to that data, how that data was collected and you. You agree to continue to abide with all those laws. If you have sensitive data you want to put on data.world, let’s talk about it first.

F. Unauthorized Activities.

You agree and covenant that neither your use of the Services nor your Submissions shall constitute or result in any of the “Unauthorized Activities” below. These prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other Member of or visitor to the Site or Service.

When using the Site and the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Condone or encourage violence.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post violent, graphic or sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Upload hoax Datasets which deceive, including though the use of deceptive Dataset titles, descriptions or other metadata.
- Post any materials which violate the trademark, copyright, patent, trade secret or other intellectual property rights, proprietary rights, rights of publicity or privacy, or other similar rights of any third-party.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitation.
- Use the Services for any illegal, fraudulent, unethical or inappropriate purposes, including to boost search engine rankings.
- Use any robot, spider, scraper or other automated means to access the Site.
- Submit, without the express written consent of the owner(s), any Datasets that were created in violation of any restrictions imposed by the owner(s) of such data, including any restrictions prohibiting the use of any robot, spider, scraper or other automated means.
- Post or transmit any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.
- Upload any information or content that contains viruses, worms, time bombs, Trojan horse, or other harmful or malicious code, files, scripts, agents or programs that may damage the operation of the Services or Site or another’s computer or mobile device.
- Take any action that imposes an unreasonable or disproportionately large load on the Company’s infrastructure.
- Alter the opinions or comments posted by others on the Site. Download or copy the Datasets for the purposes of creating a duplicate of the Site or Services or in an attempt to create a competing site or to offer services that compete with the Services. (Each of the above is an “Unauthorized Activity”; collectively, “Unauthorized Activities.”)

This list of Unauthorized Activities provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, your ability to post to the Site (or use the Services) and (b) refuse, delete or remove your account and/or Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to the Site or to any other party who accesses the Site and/or Services. The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company’s discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

Unauthorized use of any Materials, Third-Party Content or Submissions contained on the Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, losses, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the Site and/or Services or the use of the Site and/or Services by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) constitutes an Unauthorized Activity or violates any applicable law or regulation, or the trademark, copyright, patent, trade secret or other intellectual property rights, proprietary rights, rights of publicity or privacy, contractual obligations, or other similar rights of any third-party.

TO PUT IT SIMPLY:

Don't be a jerk. Don't post bad data or porn. Don't spam or do things that will make us have to call the authorities.

G. Government Members.

The Services and accompanying documentation (including without limitation the APIs) are "commercial items", developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the applicable acquisition regulations, including Federal Acquisition Regulation ("FAR") 2.101 and FAR Part 12. If you are using the Services on behalf of the U.S. Government or any agency or department thereof (the "U.S. Government"), the Services and any documentation related thereto (including without limitation the APIs) are licensed hereunder (i) only as commercial items, and (ii) with only those rights as are granted to commercial end users pursuant to the terms and conditions of these Terms. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement, as specified in FAR 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. If acquired by or on behalf of any agency of or within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation or technical data subject to the terms of this Agreement as specified in Department of Defense FAR Supplement ("DFARS") 227.7202-3 and DFARS 227.7202-4 and its successors, and consistent with DFARS 227.7202. This section describing U.S. Government Rights, consistent with FAR 12.212 and DFARS 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Software under this Agreement and in any subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed. If these Terms fail to meet the U.S. Government's minimum needs or is inconsistent with Federal procurement law, you agree to notify the Company.

TO PUT IT SIMPLY:

If you are an agency of the US Government, these additional terms apply to your use the Site.

H. Proprietary rights.

Company Rights.

data.world and its logo are trademarks of the Company in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on the Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, and the APIs and all related documentation are the sole property of the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

TO PUT IT SIMPLY:

We own our name, Sparkle (our owl) and some other things on our site. Don't use them unless we say it's okay in writing.

Intellectual Property Infringement.

The Company expects all Members and visitors to the Site to respect the intellectual property rights of others, and take the protections of those rights seriously. Infringing activity on the Site will not be tolerated. In line with this policy, Members must ensure that all Submissions do not violate copyright laws. The Company may, in appropriate circumstances and at its discretion, terminate service and/or access to the Site for Members or visitors who infringe the intellectual property rights of others.

If you believe that your work is the subject of copyright infringement and/or trademark infringement, please provide notice containing the following information: i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; ii) identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at the Site are covered by a single notification, a representative list of such works; iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit the Company to locate such material; iv) information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and if available, an email address at which you may be contacted; and v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed to:

data.world
Legal Department
legal@data.world
7000 North MoPac Expressway, Suite 425
Austin, Texas 78731

Please also note that for copyright infringements under Section 512(f) of the US Copyright Act, any person who knowingly or materially misrepresents that activity is infringing may be subject to liability.

See our [Copyright and Intellectual Property Rights Infringement Policy](#) for more information.

TO PUT IT SIMPLY:

Be respectful of other people's intellectual property rights. If you think someone is messing with yours, see our [Copyright and Intellectual Property Rights Infringement Policy](#).

I. Other Important Provisions.

Feedback.

If you voluntarily or in response to our soliciting of your feedback send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, through electronic communications, by telephone, online or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Feedback, or any portion thereof, including any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Feedback, without any attribution or compensation to you, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

TO PUT IT SIMPLY:

We'd love your feedback on how we are doing. We can use your suggestions to, among other things, make data.world better.

Your Name and Trademarks.

The Company has the right to reference and use your name and trademarks and disclose the nature of the Services provided hereunder in each case in the Company's business development and marketing efforts, including without limitation on the Site.

TO PUT IT SIMPLY:

We can use your name and logo to promote our Site and Services.

Disclaimer of Warranties.

Your use of the Site, Services, Material and Submissions is at your own risk. The Materials and Submissions have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company has not verified the license terms applicable to any Submissions Submitted by other Members or visitors to the Site. The Company does not warrant the accuracy or timeliness of the Materials or Submissions contained on the Site. The Company has no liability for any errors or omissions in the Materials or Submissions, whether provided by the Company, its licensors or suppliers, or other Members or visitors, including but not limited to licensing information errors. You are solely responsible for determining the licensing applicable to any Submissions that you choose to access and use, and for ensuring that your use of such Submissions and their contents is compatible with the licenses applicable to other Submissions and your proposed use of such Submissions and contents. You understand and agree that the Company may alter and amend the Site, Services, and/or the APIs as well as the content available via the foregoing, including without limitation by reducing the features or functionality available through the Site or Services, and you further agree that the Company shall have no liability to you for so altering the Site, Service, and/or the APIs or the content available.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE SERVICES, THE SUBMISSIONS OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE. THE COMPANY DOES NOT WARRANT THAT ANY SUBMISSION WILL CONTINUE TO BE AVAILABLE TO YOU. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, APIS, SUBMISSIONS AND MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

TO PUT IT SIMPLY:

We're a platform for Members to post and combine data from many sources and that means there are mistakes in the data and bad and incompatible data. We aren't responsible for that and are not vouching for the data.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, SEARCHING, USING, FORKING, QUERYING, COMBINING, UPLOADING OR DOWNLOADING ANY SUBMISSIONS, OR MATERIALS TO OR FROM THE SITE. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. Without limiting the generality of the foregoing, You agree that the Company is not responsible for any loss arising out of, or in any way connected with: (a) delay or inability to access or use the Site and/or Services; (b) reliance on any Submissions or Materials or the use of suggested links, tags or Submissions; (c) the transmission of any computer virus, however occurring; (d) any unauthorized access to, modification or alteration of Submissions or Materials; (e) any information sent or received or not sent or received; (f) any transaction entered into through the Site; (g) any infringement of rights, including intellectual property rights; (h) any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Submissions, Materials or conduct of any party; (i) any Submissions or Materials sent by any third-party using and/or included in the Site and/or Services; (j) termination of your access to the Site or Services; (k) any delays, interruptions, inaccuracies, errors, omissions or cessation of Services; (l) the removal or availability of any Submissions, Materials and any derivatives thereof from the Site.

For the avoidance of doubt, you acknowledge that the Company is a provider of an interactive computer service and not a publisher under Section 230 of the Communications Decency Act of 1996, and therefore not responsible for any Member's or visitor's content. If, notwithstanding the provisions of this clause, a court of competent jurisdiction holds the Company liable in respect of any matters arising under or incidental to these Terms, **THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, SUBMISSIONS, MATERIALS OR DATASETS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USING THE WEBSITE DURING THE 12 MONTHS PRECEDING YOUR CLAIM, OR, IF NO AMOUNT WAS PAID, SUCH LIABILITY WILL BE LIMITED TO US\$1,000. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.**

TO PUT IT SIMPLY:

We are building the best platform we can for you but we can't promise it will be perfect. We're not liable for various things. If you think we are, let's try to work it out like adults.

Local Laws.

The Company controls and operates the Site from its headquarters in the United States of America and the Submissions, Materials or Services may not be appropriate or available for use in other locations. If you use the Site outside the United States of America, you are responsible for following both US and applicable local laws including in particular laws governing the content of any Submission.

TO PUT IT SIMPLY:

We're in the U.S. If you're not, that's cool too. Make sure you follow your laws as well as those of the US.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read this carefully. It affects your rights.

Most concerns can be resolved quickly and to your satisfaction by contacting the Company at data.world, Legal Department, legal@data.world, 7000 North MoPac Expressway, Suite 425, Austin, TX 78731. This dispute resolution provision facilitates the prompt and efficient resolution of any Dispute (defined below) that may arise between you and the Company.

Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this dispute resolution provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this dispute resolution section carefully. It provides that all disputes between you and the Company shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, agreeing to these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these dispute resolution provisions and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this dispute resolution provision, the "Company" means the Company and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding any aspect of your relationship with the Company, whether

based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this dispute resolution provision (with the exception of the enforceability of the Class Action Waiver clause described below). “Dispute” is to be given the broadest possible meaning that will be enforced and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against the Company in the same proceeding.

YOU AND THE COMPANY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution.

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to data.world, Legal Department, legal@data.world, 7000 North MoPac Expressway, Suite 425, Austin, TX 78731. That written notification must include (1) your name, (2) your address, (3) a written description of your Dispute, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out.

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the “Opt-Out Deadline”). You may opt out of this dispute resolution provision by mailing written notification to data.world, Legal Department, legal@data.world, 7000 North MoPac Expressway, Suite 425, Austin, TX 78731. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve Disputes with the Company through arbitration. Your decision to opt-out of this dispute resolution provision will have no adverse effect on your relationship with the Company. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or, to the extent it qualifies, small claims court.

Arbitration Procedures.

If this dispute resolution provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution), either you or the Company may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a

single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This dispute resolution provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or the Company may initiate arbitration in either Travis County, Texas or the federal judicial district that includes your billing address. In the event that you select the federal judicial district that includes your billing address, the Company may transfer the arbitration to Travis County, Texas in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – The Company will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with the Company as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver.

Except as otherwise provided in this dispute resolution provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and the Company specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the dispute resolution provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other Member of or visitor to the Site can be a class representative, class Member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver.

You understand and agree that by agreeing to these Terms you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this dispute resolution provision, you and the Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability.

If any clause within this dispute resolution provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this dispute resolution provision, and the remainder of this dispute resolution provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire dispute resolution provision will be unenforceable and the Dispute will be decided by a court.

Continuation.

This dispute resolution provision shall survive the termination of your usage of or access to the Site, Submissions, Materials or the Services. Including the removal or deletion of all your Submissions. Notwithstanding any provision in these Terms to the contrary, the Company agrees that if the Company makes any change to this dispute resolution provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the language in this dispute resolution provision if a dispute between you and the Company arises.

TO PUT IT SIMPLY:

If things aren't working out with us, let's try to work it out. Here's how that would work.

Laws and Location.

The Federal Arbitration Act, Texas state law and applicable US federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms or the Site will be heard in the courts located in Travis County in the State of Texas.

TO PUT IT SIMPLY:

Austin, Texas is a really cool place – well, not in summer. In any case, if we end up in court, it'll be there. Applicable federal and Texas law will apply.

Electronic Communications.

By using the Site and/or the Services provided on or through the Site, you consent to receiving electronic communications from the Company. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of your relationship with the Company. You agree that any notices, agreements, disclosures or other communications that the Company sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

TO PUT IT SIMPLY:

We're going to contact you electronically, and you are ok with that.

Entire Agreement.

If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such Term. These Terms, the Privacy Policy and other documents incorporated herein by reference are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about the Site, the Submissions, the Materials, the APIs, and the Services. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

TO PUT IT SIMPLY:

These provisions ensure that a deal is a deal when you are using data.world.

Company Contact.

If you have any questions about these Terms or otherwise need to contact data.world for any reason, you can reach it at Legal Department, legal@data.world, 7000 North MoPac Expressway, Suite 425, Austin, TX 78731.

TO PUT IT SIMPLY:

Great. You've made it to the end of our terms. Reach out if you have questions. Our lawyers spent a lot of time crafting the terms on the left, so those are the ones that actually govern our relationship. You need to read them too.

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- [Policy](#)
- [Terms](#)
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- [We're hiring!](#)
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