



## FIBA 3x3 APIs Terms of Service

By using the FIBA 3x3 Application Programming Interface (“FIBA 3x3 APIs”) (including but not limited to FIBA 3x3 Premium API, National Federation API, TV Graphics API, Betting Feed API), you accept these Terms of Service (“the Terms”) and expressly agree that they will govern your relationship with us.

### 1. Registration

In order to access the FIBA 3x3 APIs you shall be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of your continued use. It is your responsibility that all registration information will always be accurate and up to date.

If you are using the FIBA 3x3 APIs on behalf of a third party, you represent and warrant that you have authority to bind that third party to the Terms and by accepting the Terms, you are doing so on behalf of that third party (all references to "you" in the Terms refer to that third party).

Developer credentials (such as passwords, keys, and client IDs) are intended to be used solely by you to identify your API Client and shall not be transmitted. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials.

### 2. License

FIBA hereby grants you a revocable, non-sublicensable, limited license to use the FIBA 3x3 APIs solely in accordance with the Terms. Your license to use the FIBA 3x3 APIs is conditioned upon your agreement with the Terms.

Your license is automatically revoked if: (i) you violate any of the Terms, (ii) we send a written notice of termination to you, or (iii) we disable your use of the FIBA 3x3 APIs.

### 3. Purpose

The FIBA 3x3 APIs are designed to help you enhance your websites and applications ("API Client(s)") within the scope of your existing business contract with FIBA or upon the express authorization from FIBA. For the sake of clarity, the Basketball Federations, the organizers of FIBA 3x3 Endorsed basketball competitions or the FIBA 3x3 business partners shall be authorized to use the FIBA 3x3 APIs in accordance with the provisions contained in the present Terms (“Authorized Users”).

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Any other or broader use or any use by third parties other than Authorized Users requires a written prior approval by FIBA. For business inquiries, please contact [3x3@fiba.basketball](mailto:3x3@fiba.basketball).

YOU AGREE THAT FIBA MAY MONITOR USE OF THE FIBA 3x3 APIs TO ENSURE QUALITY, IMPROVE FIBA SERVICES AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include FIBA accessing and using your FIBA 3x3 API Client, for example to identify security issues that could affect FIBA or its users. You will not interfere with this monitoring. FIBA may use any technical means to overcome such interference. FIBA may suspend access to the FIBA 3x3 APIs by you or your FIBA 3x3 API Client without notice if we reasonably believe that you are in violation of the Terms.

#### **4. Restrictions**

You undertake not to undermine the proper functioning, data integrity and safety of the FIBA 3x3 APIs.

You undertake not to make use of the FIBA 3x3 APIs in any way which would violate any applicable laws or regulations, or which would infringe upon rights of FIBA or third parties, including but not limited to intellectual privacy rights, rights of privacy, or rights of personality. You will not use the FIBA 3x3 APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with FIBA or its affiliates.

You may not use the FIBA 3x3 APIs in a manner that adversely impacts FIBA's servers or other applications. In that case, we reserve the right to suspend or terminate your use of the FIBA 3x3 APIs, including the right to seek compensation for any and all damages and harm caused.

You may not use the FIBA 3x3 APIs to promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

Any usage, publication and reproduction of any information obtained within the FIBA 3x3 APIs shall be reasonable and compliant with the present Terms.

FIBA sets and enforces limits on your use of the FIBA 3x3 APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each FIBA 3x3 API. If you would like to use any FIBA 3x3 API beyond these limits, you must obtain FIBA's express consent (and FIBA may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

You may not sublicense the FIBA 3x3 APIs for use by a third party.

You will only access (or attempt to access) the FIBA 3x3 APIs by the means described in the documentation of that FIBA 3x3 API. If FIBA assigns you developer credentials (e.g. client IDs), you must use them with the applicable FIBA 3x3 APIs.

## 5. Ownership

FIBA owns all right, title and interest in and to the FIBA 3x3 APIs and FIBA Data. For the purpose of the Terms, “FIBA Data” means any and all data and other intellectual property in which FIBA may claim proprietary rights without conflict to any pre-existing contractual agreement. Accepting the Terms and using the FIBA 3x3 APIs grants you no ownership, right, title or interest in any rights or intellectual property owned or licensed by FIBA with respect to the content that is accessed through the FIBA 3x3 APIs, including without limitation the FIBA 3x3 APIs and FIBA Data.

## 6. Privacy

By using the FIBA 3x3 APIs, you must comply with all applicable privacy laws and regulations.

You must provide and adhere to a user agreement and privacy policy for end users. Your privacy policy must meet applicable legal standards and describe the collection, use, storage and sharing of data in clear, understandable and accurate terms. You must promptly notify us in writing via email to [3x3@fiba.basketball](mailto:3x3@fiba.basketball) of any breaches of your user agreement or privacy policy that impact or may impact customers or users of the FIBA 3x3 API:s. Please review our privacy policy at <https://fiba3x3.basketball/en/privacy-policy.html> for more information on how we collect and use data relating to the use and performance of our websites and products.

## 7. Support

FIBA may elect to provide you with support or modifications for the FIBA 3x3 APIs, in its sole discretion, and may terminate such support at any time without noticing to you. FIBA may change, suspend, or discontinue any aspect of the FIBA 3x3 APIs at any time, including the availability of any FIBA 3x3 API. FIBA may also impose limits on certain features and services or restrict your access to parts or all of the FIBA 3x3 APIs without notice or liability.

## 8. Fee

FIBA reserves the right to charge fees for the use of or the access to the FIBA 3x3 APIs based on the pricing table available at the following address: <https://premium-api.fiba3x3.com/Home/Pricing>

## **9. Disclaimer of Warranty**

FIBA disclaims all warranties, conditions, or representations (express, implied, oral or written) with respect to the FIBA 3x3 APIs and any support related thereto, including all warranties of merchantability, fitness for a particular purpose, non-infringement, non-interference, accuracy of data, and warranties arising from a course of dealing.

## **10. Limitation of Liability**

The following limitations of liability apply irrespective of any failure of essential purpose of any limited remedy, and also apply regardless of the legal or equitable theory on which damages are sought. However, in no event will the limitations apply to the extent prohibited by applicable law.

in no event shall FIBA be held liable for any special damages, including but not limited to costs of procurement of substitute goods or services or any special, indirect, incidental, exemplary, or consequential damages, including but not limited to lost profits, loss of goodwill, business interruption, or loss of information, of any party, including third parties, regardless of whether such party was advised of the possibility of the foregoing.

## **11. Release and Waiver**

To the maximum extent permitted by applicable law, you hereby release and waive all claims against FIBA, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the FIBA 3x3 APIs.

## **12. Hold Harmless and Indemnity**

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify FIBA and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your misuse or your end users' misuse of the FIBA 3x3 APIs, or your violation or your end users' violation of the Terms, or any content that is loaded in the FIBA 3x3 APIs by you or your end users, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. FIBA shall use good faith efforts to provide you with written notice of such claim, suit or action.

### 13. Final Provisions

The Terms constitute the entire agreement between you and FIBA in relation to their subject matter, i.e. with respect to your use of and/or access to the FIBA 3x3 APIs, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and FIBA, whether oral or written in relation to this subject matter.

These Terms shall be governed by and construed in accordance with Swiss law without regard to its conflict of law rules.

Any disputes, controversies or claims arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of sports-related arbitration. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (irrespective of the parties' domicile) and its seat shall be in Lausanne, Switzerland. The language of the arbitration will be English. You shall not and you hereby waive your right to institute any claim, arbitration or litigation, or seek any other form of relief, including provisional measures, in any other court or tribunal.

Should any provision of the Terms be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the parties are obliged to substitute for the invalid or unenforceable provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

The Terms are non-exclusive. FIBA may develop products or services that may compete with the API Clients or any other products or services

FIBA reserves the right to amend the Terms at any time without prior notice.