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# Expert System COGITO Intelligence API

## Terms of Service

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Thank you for using **COGITO Intelligence Web Services** Freemium version, including both the API RESTful and SOAP services provided on [www.intelligenceapi.com](http://www.intelligenceapi.com) (**COGITO Intelligence API**). **COGITO Intelligence API** is provided by EXPERT SYSTEM SpA - Via Fortunato Zeni 8, Rovereto, (TN), ITALY 68068 - on an "as is" basis without warranties of any kind, either expressed or implied.

## ACCOUNT AND REGISTRATION

### Accepting the Terms

You may not use the above stated **COGITO Intelligence API** if you are a person barred from using or receiving the **COGITO Intelligence API** under the applicable laws of Italy or other countries including the country in which you are resident, or from which you use the **COGITO Intelligence API**.

Competitors are excluded from the access to the API, unless permission is granted by Expert System.

## REGISTRATION

To access **COGITO Intelligence API**, you may be required to provide certain accurate and up to date information, such as for instance identification data and intended use.

## USING OUR COGITO INTELLIGENCE API

### Your End Users

You must require your end users to comply with any applicable laws and with the terms explicitly stated in this document.

### Compliance with Law

You will use the **COGITO Intelligence API** only as permitted by law (including without limitation laws regarding the import or export of data or software, privacy or local laws).

You will not use the **COGITO Intelligence API** to encourage or promote illegal activity.

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## Admitted Access

You must use the credentials received only with the applicable **COGITO Intelligence API**. You will not misrepresent or mask either your identity or your **COGITO Intelligence API** Client identity using the **COGITO Intelligence API** or developer accounts.

## COGITO Intelligence API Limitations

You will not attempt to circumvent limitations established by the billing plan to which you subscribed. Expert System may, at its sole discretion, change the billing plan and the limitations concerning the number and frequency of **COGITO Intelligence API** requests upon notification of the new terms to you.

You will not use **Cogito Intelligence API** to create metadata retrieval service to **Cogito Intelligence API**.

You will not resell the **COGITO Intelligence API Freemium** version service without the consent of Expert System.

You cannot use the **COGITO Intelligence API Freemium version** to create comparative benchmarks with other products without the prior consent of Expert System SpA. Please contact us for a specific version of **COGITO Intelligence API** suitable for your needs.

## Monitoring

Expert System may monitor the use of the **COGITO Intelligence API Freemium version** to ensure quality, improve Expert System products and services, and verify your compliance with these terms.

You will not interfere with the above stated monitoring. Expert System may use any technical means to overcome such interference.

## Communication with Expert System

In entering in this agreement, you comply with the terms outlined that you allow Expert System to send you certain communications pertaining to your use of the **COGITO Intelligence API**.

## Feedback

Should you provide us feedback or suggestions about our **COGITO Intelligence API**, we retain the right to use such information without any obligation to you.

## YOUR COGITO INTELLIGENCE API CLIENTS

### COGITO Intelligence API Clients

Expert System reserves the right to investigate any activity related to **COGITO Intelligence API Freemium** version for compliance with these terms.

## PROHIBITIONS

### COGITO Intelligence API Restrictions

When using the **COGITO Intelligence API**, the following restrictions apply:

1. You will not sublicense any **COGITO Intelligence API** for use by a third party. Consequently, you will not create any **COGITO Intelligence API** Client that functions the same as the COGITO Intelligence demos and offer it for use by third parties without previous authorization in writing from Expert System.
2. You will not perform an action with the intent of introducing to Expert System products and services any items of a destructive nature.
3. You will not defame, abuse, harass, stalk or threaten others using **COGITO Intelligence API**.
4. You will not interfere with or disrupt the **COGITO Intelligence API** or the servers or networks providing the **COGITO Intelligence API**.
5. You will not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements using **COGITO Intelligence API**.
6. You will not reverse engineer or attempt to extract the source code from any **COGITO Intelligence API** or any related service, except to the extent that this restriction is expressly prohibited by applicable law.
7. Our communications to you may contain Expert System confidential information. If you receive any materials or communications that are clearly confidential or marked confidential, then you will not disclose the Expert System confidential information to any third party without Expert System's prior written consent.

## CONTENT

### Content Accessible Through the COGITO Intelligence API

Our **COGITO Intelligence API** contains some third party content (certain knowledge base open source content). The opinions expressed are those of the author. Its contents, therefore, do not represent any commitment of Expert System and therefore, Expert System retains no liability or responsibility for the above-mentioned content. This content is the sole responsibility of the person or organization that makes it available.

Moreover, content accessible through our **COGITO Intelligence API** may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the **COGITO Intelligence API** may be restricted, limited, or filtered in accordance with local laws, regulations, and policies.

### Attribution

In using Expert System's Brand Features, you must follow the Expert System Brand Features Use Guidelines that you can get by contacting us at [marketing@expertsystem.net](mailto:marketing@expertsystem.net).

## Publicity

You will not make any statement regarding your use of any **COGITO Intelligence API** which suggests partnership with, sponsorship by or endorsement by Expert System without Expert System's prior written approval.

## Visibility

Should you use **COGITO Intelligence API** in order to produce products or services that will then be used, COGITO Intelligence API retains the right to full visibility (including logo and link recognition) which requires prior approval from Expert System.

## PRIVACY AND COPYRIGHT PROTECTION

### Expert System Privacy Policies

By using our **COGITO Intelligence API**, you agree that Expert System can use submitted information in accordance with our privacy policies. Please refer to our privacy policy available at [www.intelligenceapi.com](http://www.intelligenceapi.com).

## TERMINATION

### Termination

You may stop using our **COGITO Intelligence API** at any time. Expert System reserves the right to terminate these terms or discontinue your use of the **COGITO Intelligence API** or any portion or feature for any reason and at any time without liability or other obligation to you.

## LIABILITY FOR OUR APIS

### Warranties

Neither Expert System nor its suppliers or distributors make any specific promises about the **COGITO Intelligence API**. For example, we don't make any commitments about the content accessed through the **COGITO Intelligence API**, its reliability, availability or ability to meet your needs, other than those expressed by these Terms of Service and service specifications. The **COGITO Intelligence API** and content accessed through the **COGITO Intelligence API** are provided "as is". Some jurisdictions provide for certain warranties, such as the implied warranty of the merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all implied warranties.

### Limitation of Liability

Expert System will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary or punitive damages.

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## GENERAL PROVISIONS

### Modification

We reserve the right to modify these terms or any additional terms that apply to **COGITO Intelligence API**. You agree that your continued use of the **COGITO Intelligence API** constitutes an acceptance of the modified terms.

### General Legal Terms

These terms oversee the relationship between Expert System and users of **COGITO Intelligence API**. All claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Modena, Italy, and you and Expert System consent to personal jurisdiction in those courts.