

Terms and Conditions for Google SOAP Search API Service

Thank you for using the Google SOAP Search API™ service. By using this service ("Google SOAP Search API") you agree to be bound by the following terms and conditions (the "Terms and Conditions").

Personal and legitimate uses only

The Google SOAP Search API service is made available to you for your personal, non-commercial use only (at home or at work). You may only create a single account and must provide accurate identification, contact, and other information required as part of the registration process. You may not create any script or other automated tool that attempts to create multiple Google SOAP Search API accounts. And you may not use the search results provided by the Google SOAP Search API service with an existing product or service that competes with products or services offered by Google.

If you are interested in doing anything different than the foregoing, you must first obtain Google's written consent. If you fail to do so, Google reserves the right to take legal action.

Furthermore, you may not use Google SOAP Search API in any manner that either directly or indirectly violates any laws or proprietary rights. This includes laws and proprietary rights in the United States as well as in other countries.

If you have questions on your contemplated use or if you have comments on Google SOAP Search API or ideas on how to improve it, please use the [Google SOAP Search API discussion group](#). Please note that by doing so, you also grant Google permission to use and incorporate your ideas or comments into Google SOAP Search API without further compensation.

Intellectual property

You agree not to remove, obscure, or alter Google's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within Google SOAP Search API. You also acknowledge that Google owns all right, title and interest in and to Google SOAP Search API, including without limitation all intellectual property rights (the "Google Rights"). The Google Rights include rights to the following: (1) the APIs developed and provided by Google, (2) all software associated with the Google SOAP Search API server, and (3) the search results and spell checking you obtain when you use Google SOAP Search API. The Google Rights do not include the following: (1) third-party components used as part of Google SOAP Search API; or (2) software developed by you in conjunction with using Google SOAP Search API.

Publicity

So long as you comply with your obligations under this Agreement, you may indicate that a product or service that you created either used or is based on Google SOAP Search API provided that those products or services do not in Google's reasonable opinion (1) tarnish, infringe, or dilute Google's trademarks, (2) violate any applicable law, and (3) infringe any third-party rights. If you wish to use the GOOGLE trademark and/or logo in any other manner, you must first obtain Google's written consent.

Disclaimer of warranties

The Google SOAP Search API service is currently in beta form and has not been fully tested or debugged. Accordingly, Google disclaims any responsibility for any harm resulting from your use of Google SOAP Search API.

The Google SOAP Search API service is provided "as is," with no warranties whatsoever. Google expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Google disclaims any warranties regarding the security, reliability, timeliness, availability, and performance of Google SOAP Search API.

You understand and agree that you use Google SOAP Search API at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download or use of Google SOAP Search API.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

Limitation of liability

The Google SOAP Search API service is being provided free of charge. Accordingly, you agree that Google shall have no liability arising from or based on your use of Google SOAP Search API.

Under no circumstances shall Google be liable to any user on account of that user's use or misuse of Google SOAP Search API. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if Google has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Google SOAP Search API, from inability to use Google SOAP Search APIs, or from the interruption, suspension, or termination of Google SOAP Search APIs (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Indemnification

You hereby agree to indemnify, defend and hold Google, and its officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of Google SOAP Search API, including, without limitation, reasonable attorneys' fees. You shall cooperate as fully as reasonably required in the defense of any claim. Google reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

Google's search service

The Google SOAP Search API service is designed to be used in conjunction with Google's search services. Accordingly, your use of Google SOAP Search API is also defined by Google's Terms of Service and Privacy Policy. In the event of a conflict between these Terms and Conditions and Google's Terms of Service, these Terms and Conditions shall prevail.

Term and termination

If you wish to terminate this Agreement, you may simply cease using the Google SOAP Search API service. In such a case, you must delete any search result information that you may have obtained from the Google SOAP Search API service. Google may terminate this Agreement (and your account) at any time, with or without cause.

General provisions

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws or provisions of California or your actual state or country of residence. Any dispute arising from these Terms and Conditions shall be adjudicated in the federal or state courts located in Santa Clara County, California. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Google.

