

## Apollo GraphQL Website Terms of Service

**Effective starting:** July 23, 2024

These Apollo GraphQL Website Terms of Service (these “**Terms**”) govern your access to and use of all Apollo-branded publicly available websites, including those on apollographql.com, as well as any other pages that link to these Terms (collectively, the “**Site**”). These Terms do not govern your access to or use of Apollo’s products or services (including but not limited to free access or trials, open-source or source-available offerings, GraphOS, Apollo Federation, Dedicated, or any related support services), which are subject to Apollo’s [Self-Service Terms](#), [Enterprise Agreement](#), or other applicable service agreements or relevant licenses.

PLEASE READ THESE TERMS AND THE [APOLLO GRAPHQL PRIVACY POLICY](#) (“**PRIVACY POLICY**”) CAREFULLY, AS THE PRIVACY POLICY IS INCORPORATED BY REFERENCE INTO THESE TERMS. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD, HAVE READ AND UNDERSTOOD THESE TERMS, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SITE. WE RECOMMEND PRINTING A COPY OF THESE TERMS FOR YOUR RECORDS.

Throughout these Terms, “**we**,” “**us**,” “**our**,” and “**Apollo**” refer to Apollo Graph, Inc. and our affiliated companies, and “**you**,” “**your**,” or “**yours**” refer to you personally (the individual who reads and agrees to be bound by these Terms) and, if you access the Site on behalf of a legal entity, that entity as well. If you are using the Site on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity’s behalf, and by accepting these Terms, you bind the entity to them.

Subject to your compliance with these Terms, and for as long as Apollo permits you to access and use the Site, you may view content and download materials that Apollo specifically makes available for downloading from the Site (e.g., user documentation), provided you keep intact all copyright and other proprietary notices. These materials may only be used for informational purposes and for personal or internal business use.

### **Trademarks**

Any trademarks, logos, and service marks (“**Marks**”) displayed on the Site are the property of Apollo or other third parties. Unless expressly stated otherwise by Apollo or the respective third party, you are not permitted to use these Marks without the prior written consent of Apollo or the respective third party. Notwithstanding the foregoing, Apollo may provide separate trademark policies and branding guidelines at its sole discretion.

### **Apollo Content**

The Site contains or may contain, without limit, HTML, applications, messages, text, files, images, photos, video, sounds, profiles, works of authorship, and other content from Apollo or its licensors (collectively, “**Content**”). The Site and its Content are protected by copyright, trademark, trade secret, and other laws. As between you and Apollo, Apollo owns and retains all rights in the Site and the Content. Apollo grants you a limited, revocable, non-sublicensable license to access, display, and perform the Content (excluding any computer code) solely for your personal, non-commercial use, and only as necessary to access and use the Site. Except as expressly permitted by Apollo in these Terms or on the Site, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, create derivative works based upon, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, or otherwise use or transfer any Content. You may not remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content.

### **Third-Party Services**

The Site provides or may provide links to other websites, applications, resources, advertisements, content, or other products or services created, hosted, or made available by third parties (“**Third-Party Service(s)**”). These third parties may use other third parties to provide portions of the Third-Party Service to you, such as technology, development, or payment services. When you access or use a Third-Party Service, you interact with the applicable third party, not with Apollo, and you do so at your own risk. Apollo is not responsible for and makes no warranties, express or implied, regarding the Third-Party Services or their providers (including the accuracy or completeness of the information provided by such Third-Party Service or the privacy practices

of any third party). The inclusion of any Third-Party Service or a link to it on the Site does not imply approval or endorsement of such Third-Party Service. Apollo is not responsible or liable for the content or practices of any Third-Party Service or third party, even if such Third-Party Service links to, or is linked by, the Site.

## **Submissions**

At our sole discretion, you may be permitted to provide Submissions (as defined below) to the Site (e.g., through our forums or community). "**Submissions**" include any messages, emails, text, graphics, code, questions, suggestions, comments, feedback, ideas, plans, notes, drawings, sample data, sound, images, video, original or creative materials, and other items or materials that you may provide to discussion forums, blogs, or other interactive features or areas of the Services where you or other users can create, post, transmit or store Content. Unless otherwise specifically agreed to by you and Apollo, by uploading, e-mailing, posting, publishing or otherwise transmitting any Submission, you acknowledge that such Submission is non-confidential and you automatically grant (or warrant that the owner of such rights has expressly granted) to Apollo a perpetual, irrevocable, worldwide, non-exclusive, sub-licensable, fully paid-up and royalty-free license to use, make, have made, offer for sale, sell, copy, distribute, perform, display (whether publicly or otherwise), modify, adapt, publish, transmit and otherwise exploit such Submission by any form, medium, or technology now known or later developed, and to grant others the rights to do any of the foregoing. Additionally, you warrant that all so-called moral rights in such Submission have been waived.

For each Submission, you represent and warrant that you have all rights necessary to grant the license described above, and that such Submission, and your provision thereof to and through the Site, does not violate any privacy, publicity, contractual, intellectual property, or other rights of any person or entity, or otherwise violate any applicable laws, rules, or regulations. You acknowledge that Apollo may have ideas or materials already under consideration or development that are similar to your Submissions and that you are not entitled to any form of compensation or reimbursement from Apollo in connection with your Submissions. You agree to be fully responsible for and pay any and all royalties, fees, damages, and any other monies owed to any person or entity due to any Submission you provide to the Site. We reserve the right to terminate access to all or any part of the Site for anyone we suspect to be an infringer of our or any third party's intellectual property rights of any kind whatsoever.

You agree that you will not, and will not allow or authorize any third party to, post Submissions containing:

- Anything that is or may be (a) threatening, harassing, degrading, abusive, or hateful; (b) an incitement to violence, terrorism, or other wrongdoing; (c) defamatory or libelous; (d) invasive of privacy rights; (e) fraudulent, deceptive, impersonating of any person or entity, or misrepresentative of your affiliation with any person or entity; (f) obscene, pornographic, indecent, grotesque, or otherwise objectionable; or (g) protected by copyright, trademark, confidentiality obligations, or other proprietary or privacy right without the express prior written consent of the owner of such right.
- Any material, the posting or usage of which would give rise to criminal or civil liability, cause violation of any rules or regulations, or encourage conduct that constitutes a criminal offense.
- Any virus, worm, Trojan horse, or other computer code, file, data, or program that is harmful, disruptive, corrupted, or invasive, or is intended to damage or hijack the operation of any hardware or software.
- Any information identifiable to a particular individual, including but not limited to addresses, phone numbers, email addresses, birthdates, Social Security numbers, other government-issued identification numbers, payment card, and other financial account numbers or login credentials, and health information.
- Any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, political campaign messages, offers of investment opportunities, or any other form of solicitation.
- Any material with respect to which you do not have all rights, power, and authority necessary for its collection, use, and processing, or where your use and provision to the Site would breach any agreement between you and any third party.

Apollo generally does not pre-screen or monitor Submissions (but reserves the right to do so) and does not control Submissions. Therefore, Apollo does not guarantee the accuracy, quality, or appropriateness of Submissions and disclaims any responsibility for Submissions, including any liability for errors or omissions, or for any loss or damage of any kind incurred as a result of their use. However, Apollo reserves the right at its sole discretion to refuse, delete, screen, or edit Submissions, provided that even if we remove or alter any Submission, we shall have no obligation to stop our other uses of such Submission, or any other Submission as permitted above. We have no obligation to store any of your Submissions. We have no responsibility or liability for the deletion or failure to store, transmit, or receive your Submissions, nor do we have any responsibility for the security, privacy, storage, or transmission of other communications originating with or involving your use of the Site, except as may be expressly stated in these Terms or in the Privacy Policy. You are solely responsible for creating backup copies of and replacing any Submissions at your sole cost and expense.

Apollo reserves the right to disclose any Submissions and the circumstances surrounding their transmission to any third party to operate the Site, protect Apollo or its suppliers or representatives, protect users of the Site, comply with legal or regulatory obligations, enforce these Terms, or for any other reason. Apollo is not responsible or liable for the conduct of, or your interactions with, any other users of the Site (whether online or offline), or for any associated loss, damage, injury, or harm. By using the Site, you may be exposed to Submissions that are offensive, indecent, or objectionable, and you agree that Apollo bears no liability for such exposure.

### **Required Conduct**

While using the Site, you will comply with all laws, rules, regulations, or orders applicable to your use of the Site ("**Applicable Laws**"). In addition, Apollo expects users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this "**Required Conduct**" section. Any failure to comply may also result in termination of your access to the Site pursuant to "**Termination and Investigation**" section below. In using the Site, you agree that you will not, and will not allow or authorize any third party to:

- Use the Site or any Content for any purpose that is illegal, fraudulent, deceptive, or unauthorized by these Terms, or that would give rise to civil liability, or to solicit the performance of any illegal activity or other activity which infringes the rights of Apollo or others, or to encourage or promote any such activity.
- Engage in or promote any conduct that is offensive, harassing, predatory, stalking, violent, threatening, discriminatory, racist, hateful, or otherwise harmful against any individual or group.
- Harvest or collect information about any third parties, including their email addresses or other personally identifiable information.
- Send, by email or other means, any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, political campaign messages, offers of investment opportunities, or any other form of solicitation, or conceal or forge headers of emails or other messages, or otherwise misrepresent the identity of senders, for the purpose of sending spam or other unsolicited messages.
- Impersonate or post on behalf of, or express or imply the endorsement of, any individual or entity, including Apollo or any of its representatives, or otherwise misrepresent your affiliation with a person or entity.
- Use the Site in any manner, whether deliberate or otherwise, including without limitation a denial of service attack, that could in any way (a) interfere with, damage, disable, overburden, or impair the functioning of the Site, or Apollo's systems or networks, or any systems or networks connected to the Site, or (b) violate any requirements, procedures, policies, or regulations of such systems or networks.
- Operate non-permissioned network services, including open proxies, mail relays, or recursive domain name servers, or use any means to bypass user limitations relating to the Site.

- Use any robot, spider, crawler, scraper, deep-link, page-scrape, site search/retrieval application, or other manual or automated device, program, algorithm, methodology, or interface not provided by us to access, acquire, copy, retrieve, index, scrape, data mine, reproduce or circumvent the navigational structure or presentation of the Site, monitor any portion of the Site, extract data, or sell, resell, frame, mirror or otherwise exploit for any commercial purpose any portion of, use of, or access to the Site (including any Content, Software, and other materials available through the Site), or attempt to circumvent any content filtering techniques we may employ.
- Remove any copyright, trademark, or other proprietary rights notice from the Site or from Content or other materials contained on or originating from the Site.
- Create a database of any type by systematically downloading and storing any Content unless expressly permitted by Apollo to do so.
- Attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Apollo server, or to any of the services offered on or through the Site, by hacking, password mining, or any other illegitimate means.
- Use or attempt to use any account you are not authorized to use.
- Probe, scan, monitor, or test the vulnerability of the Site or any network connected to the Site or breach the security or authentication measures on the Site, or any network connected to the Site.
- Modify, adapt, create derivative works of, translate, reverse engineer, decompile, or disassemble any portion of the Site (including any Content or other materials available through the Site), or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, Content, or code within the Site except as, and solely to the extent, expressly authorized under applicable law overriding any of these restrictions.
- Develop any third-party applications that interact with the Site or Content without our prior written consent.
- Use or apply the Site in any manner directly or indirectly competitive with any business of Apollo.

Without limiting the foregoing, you further represent that you shall: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control, or other governmental entities imposing export controls and trade sanctions ("**Export Laws**"), including designating countries, entities, and persons ("**Sanctions Targets**"); and (c) not directly or indirectly export, re-export, or deliver any Apollo products (including software), content, or services to a Sanctions Target, or broker, finance, or facilitate any transaction in violation of any Export Laws. You represent that you are not a Sanctions Target or prohibited from receiving Apollo software, content, or services under Applicable Laws, including Export Laws.

If you use the website from locations other than the United States, you are responsible for compliance with your local laws. Apollo makes no representation that the Site or Content referenced herein are appropriate or available worldwide.

### **Indemnity**

You agree to defend, indemnify, and hold harmless Apollo, its affiliates, and their respective employees, contractors, agents, officers, and directors from any and all claims, damages, obligations, losses, liabilities, costs, debt, or expenses (including attorneys' fees) arising out of or related to any claim, suit, action, or proceeding by a third party arising from or relating to your use of the Site, breach of these Terms (including any Apollo policy referenced in these Terms), violation of law, or any Content that you post, upload, or cause to interface with the Site, or otherwise transfer, process, use, or store in connection with the Site.

## **Disclaimers**

THE SITE AND ALL CONTENT AND OTHER ITEMS MADE AVAILABLE BY APOLLO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. APOLLO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES, OR INACCURACIES OF DATA OR INFORMATION POSTED, DISPLAYED, PUBLISHED, OR MADE AVAILABLE FOR DOWNLOAD OR USE ON THE SITE; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM USE OF THE SITE; (c) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; OR (d) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY NOT UNDER APOLLO'S CONTROL.

## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (a) IN NO EVENT SHALL APOLLO, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE SITE; AND (b) IN NO EVENT SHALL APOLLO'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THESE TERMS EXCEED ONE HUNDRED UNITED STATES DOLLARS. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **Your Responsibility**

You are responsible for violations of these Terms by anyone using the Site with your permission or using your account without authorization. Using the Site to assist another person in an activity that would violate these Terms if performed by you is a violation of these Terms. These Terms apply to anyone accessing or using the Site; provided however, each provision in these Terms shall include and apply to any action directly or indirectly taken, authorized, facilitated, promoted, encouraged, or permitted by a user of the Site, even if that person did not themselves violate the provision.

## **Employment Opportunities**

Apollo may post employment opportunities on the Site and/or invite users to submit resumes to Apollo. If you choose to submit your name, contact information, resume, and/or other personal information to Apollo in response to such listings, you authorize Apollo to use this information for lawful and legitimate hiring, employment, and other business purposes. Apollo reserves the right to forward such information to its affiliates for their legitimate business purposes. Nothing in these Terms or on the Site constitutes a promise by Apollo to review any such information or to contact, interview, or employ any individual who submits such information.

## **Digital Millennium Copyright Act**

The Digital Millennium Copyright Act of 1998 ("**DMCA**") provides recourse for copyright owners who believe material appearing on the Internet infringes their rights under U.S. copyright law. If you believe any material residing on or linked to from the Site infringes your copyright, please send (or have your agent send) to Apollo's Copyright Agent a notification of claimed infringement with the following information:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit Apollo to locate the material on the Site (such as the URL(s) of the claimed infringing material);
- information reasonably sufficient to permit Apollo to contact you, including an address, telephone number, and, if available, an email address;

- the following statements:

*"I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.*

*I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and*

- your physical or electronic signature.

To file a counter-notification with Apollo, please provide the following information to Apollo's Copyright Agent:

- a description of the material that Apollo has removed or to which Apollo has disabled access;
- information reasonably sufficient to permit Apollo to contact you, including an address, telephone number, and, if available, an email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or the Central District of California if your address is outside of the United States), and that you will accept service of process from the person who provided notification of infringement or an agent of such person;
- the following statement:

*"I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and*

- your physical or electronic signature.

Apollo's Copyright Agent for notification of claimed infringement can be reached as follows:

- Apollo Graph, Inc., Attn: Legal Department and Copyright Agent, 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141, with an email copy to [legal@apollographql.com](mailto:legal@apollographql.com).

Apollo reserves the right to terminate infringers' and suspected infringers' access to or use of the Site.

### **Notice for California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: Apollo does not currently charge any fees for access and use of the Site. If you have a question or complaint regarding the Site, please contact Apollo by writing to: Apollo Graph, Inc., Attn: Legal Department, 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. Further information can be found at Apollo's Privacy Policy.

### **Termination and Investigation**

If you violate these Terms, Apollo may suspend or terminate your use of the Site. Apollo's right to suspend or terminate your use of the Site applies even if a breach is committed unintentionally or without your authorization if Apollo believes that suspension or termination is necessary to ensure compliance with Applicable Laws or to protect the rights, safety, privacy, security, or property of Apollo, its customers, or third parties. Apollo reserves the right, but does not assume the obligation, to investigate any violation of these Terms or misuse of the Site. Apollo has the right in its sole discretion to edit, refuse to post, or remove any Content posted, displayed, published, or made available for download or use on the Site that Apollo finds to be in violation of these Terms. Apollo may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer data. Apollo may also cooperate with appropriate law enforcement

agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations.

### **Electronic Communications**

When you visit the Site or send emails to Apollo, you are communicating with Apollo electronically, and you consent to receive communications from Apollo electronically. Apollo will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that Apollo provides to you electronically satisfy any legal requirement that such communications be in writing.

### **Modifications**

Apollo may modify these Terms at any time by posting a revised version on the Site. By accessing the Site, you agree to the latest version of these Terms.

### **Governing Law**

These Terms will be interpreted, construed, and enforced in all respects according to the laws of the State of California, without reference to its choice of law principles. Any legal action or proceeding arising under or relating to these Terms shall be brought exclusively in the state or federal courts located in San Francisco County, California, USA, and you expressly consent to personal jurisdiction and venue in those courts.

### **Miscellaneous**

These Terms constitute the complete and exclusive statement of the agreement between you and Apollo and supersede all proposals, oral or written, and all other communications between you and Apollo relating to the subject matter of these Terms. If any information posted on the Site from time to time conflicts with any provision of these Terms, the applicable provision of these Terms shall control. Any terms and conditions of any other instrument issued by you in connection with these Terms which are in addition to, inconsistent with, or different from these Terms shall be of no force or effect. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Apollo. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without Apollo's express prior written consent. Apollo may assign, transfer, or sublicense all or any of its rights or obligations under these Terms without restriction. The failure of Apollo to exercise or enforce any condition, term, or provision of these Terms will not operate as a waiver of such condition, term, or provision. Any waiver by Apollo of any condition, term, or provision of these Terms shall not be construed as a waiver of any other condition, term, or provision. If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms shall continue in full force and effect. You agree that a printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Apollo will not be responsible for failures to fulfill any obligations due to causes beyond its control. If non-English translations of these Terms are provided, such translations are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

Please contact [legal@apollographql.com](mailto:legal@apollographql.com) if you have any questions about these Terms.