

API License and Developer Agreement

Last Modified: August 8, 2019

This API License and Developer Agreement (this “Agreement”) is a binding contract between you (either an individual or an entity, referred to herein as “you” or “your”) and MyAnimeList Co., Ltd. (referred to herein as “Company,” “MyAnimeList,” “we,” “us” or “our”). This Agreement governs your access to and use of the MyAnimeList application programming interface, also referred to as the “MAL API.” Your use of the Company Offering (defined below) is governed by our Terms of Use Agreement (located at https://myanimelist.net/about/terms_of_use) and our Privacy Policy (located at https://myanimelist.net/about/privacy_policy). BY CLICKING OR CHECKING THE “I AGREE” BUTTON OR CHECKBOX, SIGNING THIS AGREEMENT, STATING THAT YOU AGREE TO THIS AGREEMENT VIA EMAIL OR WEBFORM OR ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API.

1. Definitions.

- (a) “API” means the MAL application programming interface and any API Documentation or other API materials made available by Company via email, on its website or through any MyAnimeList applications.
- (b) “API Documentation” means the API documentation provided to you via email or described on the Company’s website from time to time.
- (c) “Client ID” means the security key Company makes available for you to access the API. (d) “Company Marks” means Company’s proprietary trademarks, service marks, trade names, branding, or logos.
- (e) “Company Offering” means Company’s website at myanimelist.net, mobile applications and associated MyAnimeList online manga store and other MyAnimeList applications and online services.
- (f) “MyAnimeList Content” means MyAnimeList end user information and posts, anime related information, manga related information and any other data and information made available to you through the API or by any other means authorized by the Company and any copies or derivative works thereof.
- (g) “Your Applications” means any applications owned, developed or controlled by you that interact with the API or are designed to interact with the API.
- (h) “Your Commercial Applications” means any of Your Applications that are for profit, revenue generating or otherwise commercial in nature, such as applications that are marketed, promoted or sold and include or integrate with financial transaction functionality. Examples of applications within this definition of “Your Commercial Applications” include, but are not limited to, subscription or single-pay use model applications, advertising company applications, applications enabling paid consultation, pay-to-download apps, applications with tiered user experiences based on financial transactions, cryptocurrency model applications, data analysis applications for commercial use, articles published in paid periodicals, Crowdfunding and soliciting donations via quotas (e.g. monthly donations).
- (i) “Your Non-Commercial Applications” means any of Your Applications that are not for profit, revenue generating or otherwise commercial in nature, such as applications that are personal, educational, open source or communal or “for the community.” Examples of applications within this definition of “Your

Non-Commercial Applications” include, but are not limited to, free apps, free web services, data analysis available for free for MyAnimeList community use, research applications, scholarly non-paid articles, applications accepting donations without any quotas. Notwithstanding the foregoing, “Your Non-Commercial Applications” may include some pay per click or pay per view advertising or other similar advertising so long as the advertising (i) does not disrupt the user experience and (ii) is in compliance with all applicable law and the terms and conditions of this Agreement.

2. License Grant.

(a) Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the API solely for your internal business purposes in developing Your Applications that will communicate and interoperate with aspects of the Company Offering. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the API for any other purpose without our prior written consent. You must obtain a Client ID from the Company through the application and registration process to use and access the API. You may not share your Client ID with any third party, must keep your Client ID and all log-in information secure, and must use the Client ID as your sole means of accessing the API. Your Client ID may be revoked at any time by us.

(b) You hereby grant Company and the Company accepts a revocable, non-exclusive, non-transferable, non-sublicensable, royalty free license to access, index, and cache by any means, including web spiders and/or crawlers, any webpage on which you display MyAnimeList Content.

3. Use Restrictions; Security.

(a) Except as expressly authorized under this Agreement, you may not:

(i) copy, modify, or create derivative works of the API, in whole or in part;

(ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;

(iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or other software component of the API, in whole or in part;

(iv) interfere with, modify, disrupt or disable any features or functionality of the API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API;

(v) remove any proprietary notices from the API;

(vi) use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law including, but not limited to, any applicable data security or privacy law;

(vii) combine or integrate the API with any software, applications, technology, services, or materials not expressly authorized by Company in writing;

(viii) design or permit Your Applications to disable, override, or otherwise interfere with any Company-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

(ix) use the API in any of Your Applications to imitate or attempt to impersonate the user experience of the Company Offering;

(x) attempt to cloak or conceal your identity or the identity of Your Applications when requesting authorization to use the API;

(xi) develop or modify an application, website or other service to appear as though it is a Company Offering or which could reasonably cause consumer confusion as to whether or not such application, website or other service is a Company Offering;

(xii) delete, translate, edit, modify or otherwise alter in any way any MyAnimeList Content or any other data communicated from the API without the Company's express written authorization;

(xiii) use any Company Marks except to attribute MyAnimeList and the Company Offering as the source of MyAnimeList Content (for example, by stating "authorized by MyAnimeList" in Your Applications) or as otherwise expressly authorized by the Company in writing; or

(xiv) generate, charge or earn any fees, profits, revenues or other funds or amounts through Your Commercial Applications without the express authorization of the Company in writing from [Customer Support Form](#).

(b) You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be sent to you from us or posted by us on the Company's website from time to time. In addition, you will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

(c) You will maintain the security of the API and will not make available to a third party, any token, key, password or other login credentials to the API. You will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the API, including access by viruses, worms, or any other harmful code or material. Additionally, you will keep MyAnimeList Content (including, where applicable, personal information) confidential and secure from unauthorized access by using industry- standard organizational and technical safeguards for such data. You may not maintain, store or process any MyAnimeList Content that consists of personal information of MyAnimeList users or content generated by such users, such as forum posts, on the server-side of Your Applications, but Your Applications may, only for the period of time reasonably necessary for the proper functioning of Your Applications and subject to your compliance with all other provisions of this Agreement, store such information and content on the client-side of Your Applications. You will immediately notify us, consult and cooperate with investigations, assist with any required notices, and provide any information reasonably requested by us if you know of or suspect any breach of security or potential vulnerability related to the API and will promptly remedy such breach or potential vulnerability resulting from your access to the API. As between you and us, you will be solely responsible for any unauthorized access to or disclosure of personal information, data breach, security breach or vulnerability or other security incident involving Your Applications or as a result of your access to the API.

(d) You agree that Your Applications will use the OAuth framework provided or designated by the Company, or such other framework(s) provided or designated by the Company from time to time, for all new user registration and user login functionality through the API.

(e) You agree that, if any MyAnimeList Content is deleted or is otherwise suspended, withheld, modified or removed from the Company Offering, you will make all reasonable efforts to delete or modify such MyAnimeList Content (as applicable) as soon as reasonably possible, and in any case within 24 hours after a request to do so by us or by a MyAnimeList end user with regard to his or her content or other information, unless otherwise prohibited by applicable law or regulation, and with the express written permission of the Company.

4. Your Applications.

(a) As between you and us, you are solely responsible for the development, operation and maintenance of Your Applications and all associated costs and expenses of any kind.

(b) You agree that, upon the release of any of Your Applications or at such time as you otherwise make any of Your Applications available to users, you will notify us and, at our option, allow us to review such applications to evaluate compliance with this Agreement. Further, you agree that, upon the release or implementation of any major upgrades or substantially new functionality for any of Your Applications, you will notify us of such upgrades or new functionality and, at our option, allow us to review such upgrades or new functionality to evaluate compliance with this Agreement. In the event that we review any of Your Applications or any major upgrades or substantially new functionality and notify you that we do not approve of such application(s), upgrades or functionality, you agree that you will not further use such application(s) or otherwise make it/them available for use by users without subsequently obtaining the Company's express written authorization. Examples of "major upgrades" and "substantially new functionality" as used in this Section include, but are not limited to, upgrades or new functionality that result in previously non-commercial applications becoming commercial applications, substantially different content available to users, applications that could significantly increase the burden on our servers or the addition of ads.

(c) You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications.

(d) As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any. You agree that you are solely responsible for posting any privacy policies and notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

(e) You agree to provide users of Your Applications any customer service or other support you may make available and understand and agree that the Company is not responsible for providing any customer service or any other support in connection with Your Applications or the API. You agree that you and Your Applications will not undermine, degrade or otherwise negatively impact MyAnimeList's reputation and brand by, for example, providing poor customer service or mistreating or neglecting users of Your Applications.

(f) You agree that Your Applications will not collect or be enabled to collect or otherwise obtain any personal information of users not obtained directly through the API and you agree that you will not sell, transfer or otherwise make available to any third parties any user personal information obtained through the API without the Company's express written authorization. You agree not to store, archive or otherwise retain user credentials such as user ID and password information, if any. Also, you agree to display Your Applications' privacy policy to users and obtain such users' consent to the privacy policy before download, installation or sign up of Your Applications. You agree your privacy policy for Your Applications will be in compliance with all applicable laws and will be no less protective of end users' privacy rights than Company's privacy policy located at https://myanimelist.net/about/privacy_policy, and you agree you will comply with your privacy policy.

(g) You agree, upon our request, to provide us with a copy of all data collected by you through Your Applications and the use of the API.

(h) You agree that, if Your Applications include any advertising, such advertising is in compliance with all applicable law and the terms and conditions of this Agreement. Further, you agree that any advertising in Your Applications will not (i) target minors, (ii) constitute, facilitate or promote illegal products, services or activities, (iii) discriminate or encourage discrimination against users based on personal attributes, (iv)

contain any pornographic or other adult content or (v) contain any other content that would violate the content related provisions of the Company's Terms of Use Agreement. You agree to ensure that any advertising data collected, received or derived from any advertising in Your Applications is only shared with someone acting on your behalf, such as a service provider, and that you are responsible for ensuring such data is kept confidential and secure.

(i) You agree that you and Your Applications will not engage in any data scraping, web scraping, web harvesting, or other data extraction methods intended to extract data from the Company Offering or MyAnimeList Content. You agree that you and Your Applications will only obtain MyAnimeList Content directly through the API as intended and authorized by the Company. If you wish to obtain information for Your Applications not available through the then current API, you must request such information from the Company and the acceptance or denial of any such requests will be in the Company's absolute discretion.

(j) You agree that you will cooperate with us in good faith in pursuit of the Company's business interests as may be expressed to you from time to time with respect to Your Applications and agree to promptly respond to any requests or inquiries from us.

5. No Support; Updates.

This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an "Update"), and may require you to obtain and use the most recent version of the API. Our general practice is to notify you of any Updates and provide you with a reasonable amount of time, with access to prior version(s) of the API as needed, to make changes to Your Applications required for integration as a result of such Updates. Updates may adversely affect how Your Applications communicate with the Company Offering. You are required to make any changes to Your Applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API following an Update constitutes binding acceptance of the Update.

6. No Fees; Data Usage.

You acknowledge and agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the API at any time after providing notice. We also reserve the right to limit or restrict the amount of data usage associated with the API or the Company Offering or otherwise limit or restrict the use of the API or Company Offering at any time. You agree that you will not attempt to exceed or circumvent any such limitations or restrictions on the use of the API or Company Offering and you agree Your Applications will not place any unreasonable burden on our servers.

7. Collection and Use of Your Information.

We reserve the right to, after providing notice to you, collect certain information through the API or the Company Offering about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the API or the Company Offering after receiving such notice, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy available at https://myanimelist.net/about/privacy_policy and applicable data protection and privacy law.

8. Intellectual Property Ownership; Feedback.

You acknowledge that, as between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the API and the Company Offering and (b) you own all right, title, and interest,

including all intellectual property rights, in and to Your Applications, excluding the aforementioned rights in Section 8(a). You will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API and will fully cooperate with us in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, online form, message or otherwise, suggesting or recommending changes to the API and/or the Company Offering, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Disclaimer of Warranties.

THE API IS PROVIDED “AS IS” AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE API OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification.

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising from or relating to (a) your use or misuse of the API, (b) your breach of this Agreement, and/or (c) Your Applications, including any end user’s use thereof. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.

11. Limitations of Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination.

The term of this Agreement commences when you (a) access the API, (b) sign this Agreement, (c) send us an email or webform stating you agree to this Agreement or (d) acknowledge your acceptance of this Agreement by clicking or checking the “I agree” button or checkbox, whichever occurs first, and will continue in effect until terminated as set forth in this Section. Although we may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API, absent an emergency or other urgent circumstances we will endeavor to provide you with reasonable notice prior to revoking any access to the API and the reason for revoking access. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API and Company Marks. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Company’s rights or remedies at law or in equity.

13. Export Regulation.

The API may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the U.S.

14. Modifications.

You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You will be notified of modifications through notifications or posts on our website and/or direct email communication from us. You will be responsible for reviewing and becoming familiar with any such modifications. However, any changes to the dispute resolution provisions set out in Section 16 will not apply to any disputes for which the parties have actual notice before the date the modification is made available to you.

15. Governing Law and Jurisdiction.

This agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in San Diego, California and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

16. Arbitration.

At our sole discretion, we may require you to submit any disputes arising under this Agreement, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in San Diego, California under the Rules of Arbitration of the American Arbitration Association applying California law. You may bring claims only on your behalf and, unless the Company agrees, the arbitrator may not consolidate more than one person's claims.

17. Restrictions on Use of Company Marks.

Except as expressly provided above, you may not include Company Marks in or as part of Your Applications, your business name, any of your logos or any of your service or product names. Additionally, you may not create any derivative works of the Company Marks or use the Company Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with the Company. You agree not to otherwise use business names and/or logos in a manner that can mislead, confuse, or deceive users of Your Applications. All use of the Company Marks and all goodwill arising out of such use, will inure to the Company's benefit. If you, for any reason, acquire any rights in the Company Marks or any confusingly similar marks, by operation of law or otherwise, you will, at no expense to the Company, immediately assign such rights to the Company.

18. Audit Rights.

Company, or a third party agent subject to obligations of confidentiality, shall be entitled to inspect and audit any records or activity related to your access to the API for the purpose of verifying compliance with this Agreement. We may exercise this audit right at anytime upon notice. You will provide your full cooperation and assistance with such audit and provide access to all MyAnimeList Content and API related material in your possession or control, applicable agreements and records. Without limiting the generality of the foregoing, as part of the audit, we may request, and you agree to provide, a written report, signed by an authorized representative, listing your then-current deployment of the API and MyAnimeList Content. The rights and requirements of this section will survive for one (1) year following the termination of this Agreement.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(b) Any notices to us must be sent from [Customer Support Form](#) and are deemed given upon receipt by us. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the API. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You agree to keep us updated on your current email address and other contact information requested by or previously provided to the Company.

(c) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

(d) Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

(e) This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.