Terms of Use

Last update: October 25, 2024

By using this website you are deemed to have accepted these Terms of Use.

1. Acceptance of Terms

By accessing or using Streetbeat's services, provided by Nowcasting.ai iNC dba Streetbeat ("Streetbeat", "we", "us", or "our"), you agree to be bound by these Terms of Use ("Terms"). If you disagree with any part of the terms, you may not access the service.

2. Description of Service

Streetbeat provides services accessible via API. Access to these services is granted only after negotiation and the signature of a Master Service Agreement. Your use of Streetbeat's products or services, such as the Streetbeat API, are provided pursuant to the terms of the Master Service Agreement. Those terms become part of your agreement with us when you use the services.

3. Access to Services

- 3.1. Access to Streetbeat's services is restricted and provided only via API after the completion of negotiations and the signing of a Master Service Agreement.
- 3.2. You are responsible for maintaining the confidentiality of your API credentials and for all activities that occur under your credentials.
- 3.3. You must notify us immediately of any unauthorized use of your API credentials or any other breach of security.

4. User Responsibilities and Prohibited Activities

- 4.1. You agree to use Streetbeat's services only for lawful purposes and in accordance with these Terms and the Master Service Agreement.
- 4.2. Prohibited activities include, but are not limited to:
 - Violating any applicable laws or regulations
 - Attempting to gain unauthorized access to the service
 - Using the service in any manner that could damage, disable, overburden, or impair it
 - Using any robot, spider, or other automatic device, process, or means to access the service for any purpose

5. Intellectual Property Rights

- 5.1. All copyright, trademarks, and other intellectual property rights, including databases on the website and its content, are the property of Streetbeat or authorized for its use.
- 5.2. It is prohibited to copy, reproduce, re-edit, publish, broadcast or transmit any content from the website or obtained through the API for any purpose without prior written authorization from Streetbeat.

5.3. You may use the content only as specified in your Master Service Agreement with Streetbeat.

6. Disclaimer of Warranties

- 6.1. Streetbeat has made every possible effort to ensure the accuracy of all information provided through its services. However, the information should not be considered a strict reflection of the products and services offered by Streetbeat and does not constitute a confirmed offer to sell or a solicitation to buy any product or service.
- 6.2. Due to the inherent nature of internet-based services, errors, interruptions, and delays may occur in the service at any time. Accordingly, Streetbeat's services are provided "as is" and "as available" without any warranties of any kind, either express or implied.

7. Limitation of Liability

- 7.1. Streetbeat does not accept any liability arising from any interruption to the services whatsoever, except as specified in the Master Service Agreement.
- 7.2. Nothing in these Terms shall restrict or exclude any liability that Streetbeat has to any party that cannot be excluded by law.

8. Privacy and Data Protection

- 8.1. Your use of Streetbeat's services is also governed by our Privacy Policy, which can be found at [link to Privacy Policy].
- 8.2. By using Streetbeat's services, you consent to the collection, use, and sharing of your information as described in our Privacy Policy and the Master Service Agreement.

9. Termination

The terms of service termination are specified in the Master Service Agreement. Please refer to your agreement for details on termination procedures and consequences.

10. Changes to Terms

- 10.1. We reserve the right to modify these Terms at any time. We will provide notice of any material changes by posting the new Terms on the site and updating the "Last updated" date.
- 10.2. Your continued use of Streetbeat's services after any such changes constitutes your acceptance of the new Terms.

11. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws specified in the Master Service Agreement. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

12. Contact Information

If you have any questions about these Terms, please contact us at info@streetbeat.com.