

eBird API Terms of Use

Terms of Use: eBird API

I. Acceptance of Terms

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Your use of the Site is at your risk. If you are dissatisfied with any of the materials contained in the Site, with the quality of service or Content, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

II. Specific API Terms

Any use of the API, including use of the API through a third-party product that accesses eBird is bound by terms of this agreement plus the following specific terms:

1. You expressly understand and agree the Cornell Lab of Ornithology shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Cornell Lab of Ornithology has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. You shall not use the API in any manner that adversely impacts the stability of the ebird.org servers or adversely impacts the behavior of other applications using the eBird API. Such abuse may result in temporary or permanent suspension of your access to the API. The Cornell Lab of Ornithology, in its sole discretion, will determine what constitutes adverse impacts.
3. The Cornell Lab of Ornithology reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.
4. The Cornell Lab of Ornithology reserves the right at any time to introduce new versions of the API and to discontinue current versions of the API with or without notice.
5. You agree to attribute eBird.org as the source of the data accessed via the API wherever it is used or displayed. Whenever possible, please accompany this with a link back to eBird.org.

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You agree to indemnify, defend, and hold harmless Cornell Lab of Ornithology; its affiliates and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. Cornell Lab of Ornithology reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with the Cornell Lab of Ornithology in asserting and available defenses.

VII. Privacy

Please review our [eBird Privacy Policy](#) which governs the use of personal information from the site and to which you agree to be bound as a user of the Site.