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# YouTube API Services Terms of Service

The new [Complying with the YouTube Developer Policies](/youtube/terms/developer-policies-guide) (/youtube/terms/developer-policies-guide) guides you through the new guidance and examples to help you ensure that your API clients adhere to specific portions of the YouTube API Services [Terms](/youtube/terms/api-services-terms-of-service) (/youtube/terms/api-services-terms-of-service) and [Policies](/youtube/terms/developer-policies) (/youtube/terms/developer-policies) (OS). This guidance offers insight into how YouTube enforces certain aspects of the API TOS but does not supersede any existing documents.

The following YouTube API Services Terms of Service is a legal document you must follow when accessing or using the YouTube API Services. Please read it often, and make sure you understand it. You can subscribe to the [RSS feed](/youtube/terms/feeds/api-services-terms-of-service-revision-history.xml)

(/youtube/terms/feeds/api-services-terms-of-service-revision-history.xml) for the revision history to be notified of any such changes to the YouTube API Services Terms of Service. When reviewing the following YouTube API Services Terms of Service below, and accessing and using YouTube API Services, please keep the following in mind:

Respecting and fostering the growth of the YouTube community of creators, viewers, content rights holders and advertisers is very important to us. We provide the YouTube API Services to enable developers to create experiences that bring additional value to the YouTube ecosystem and its users. If your implementation is in breach of the YouTube API Services Terms of Service or has a negative impact on the YouTube community, we may impose limitations and prohibitions on your access to, and use of, the YouTube API Services.

Thank you,

—The YouTube API Services Team

## YouTube API Services Terms of Service

Thank you for your interest in the YouTube API Services. The YouTube API Services (as defined below) are provided to you by YouTube LLC located at 901 Cherry Ave., San Bruno CA 94066 (referred to as "**YouTube**", "**we**", "**us**", or "**our**"). This YouTube API Services Terms of Service ("**Terms of Service**") is a legal document you must comply with at all times when

accessing or using the YouTube API Services. The "**YouTube API Services**" means (i) the YouTube API services (e.g., YouTube Data API service and YouTube Reporting API service) made available by YouTube including those YouTube API services made available on the YouTube Developer Site (as defined below), (ii) documentation, information, materials, sample code and software (including any human-readable programming instructions) relating to YouTube API services that are made available on the YouTube Developer Site or by YouTube, (iii) data, content (including audiovisual content) and information provided to API Clients (as defined below) through the YouTube API services (the "**API Data**"), and (iv) the credentials assigned to you and your API Client(s) by YouTube or Google. By accessing and using the YouTube API Services, and in return for receiving the benefits of the YouTube API Services provided to you by YouTube, you agree to be bound by the Agreement (as defined below).

1. **Definitions.** These defined terms will have the following meanings:

- i. **Affiliates** means any entity that directly or indirectly controls, is controlled by, or is under common control with, YouTube, including Google Inc.
- ii. **API Client** means a website or software application (including a mobile application) developed by you that accesses, or uses, the YouTube API Services.
- iii. **Developer Policies** means the policies relating to the YouTube API Services currently located at <https://developers.google.com/youtube/terms/developer-policies> (/youtube/terms/developer-policies) that you and your API Client(s) are required to comply with in addition to all other terms of the Agreement when accessing, or using, the YouTube API Services.
- iv. **YouTube Brand Features** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of YouTube.
- v. **YouTube Branding Guidelines** means the YouTube API Services Branding Guidelines currently located at <https://developers.google.com/youtube/terms/branding-guidelines> (<https://developers.google.com/youtube/terms/branding-guidelines>).
- vi. **YouTube Confidential Information** means any information of YouTube or its Affiliates provided to you in connection with your access to, or use of, the YouTube API Services, but excluding information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own.
- vii. **YouTube Developer Site** means the YouTube developer website including the webpages currently located at <https://developers.google.com/youtube> (<https://developers.google.com/youtube>).

viii. **YouTube Guidelines** means the guidelines and other documentation published on the YouTube Developer Site including the YouTube Branding Guidelines.

ix. **YouTube Terms** means the YouTube Terms of Service currently located at <https://www.youtube.com/t/terms> (<https://www.youtube.com/t/terms>).

## 2. The Agreement.

**2.1 Components of the Agreement.** The Agreement is comprised of the following:

- i. these Terms of Service;
- ii. the Developer Policies;
- iii. the YouTube Guidelines;
- iv. the credentials assigned to you and your API Client(s) by YouTube or Google;
- v. the Google Software Principles currently located at [http://www.google.com/corporate/software\\_principles.html](http://www.google.com/corporate/software_principles.html) ([http://www.google.com/corporate/software\\_principles.html](http://www.google.com/corporate/software_principles.html)); and
- vi. the YouTube Terms.

**2.2 Condition of Use.** Before you access or use the YouTube API Services, please read the documents comprising the Agreement carefully and make sure you understand them. If you disagree with any aspect of the Agreement, you do not have our permission to, and you must not, access or use any of the YouTube API Services.

**2.3 Modification of the Agreement.** YouTube may modify the Terms of Service or any of the other documents comprising the Agreement at any time. YouTube will provide notice of changes to the Terms of Service by posting the changes at <https://developers.google.com/youtube/terms/revision-history> (/youtube/terms/revision-history) (or any successor URL), emailing the email address associated with the credentials assigned to you or your API Client(s) by YouTube or Google, or otherwise notifying you. The changes will not apply retroactively, and will become effective no sooner than 30 calendar days after posting. However, changes specific to new functionality or changes made for legal reasons may be effective immediately upon notice. You or your API Client(s)' continued access to, or use of, the YouTube API Services, including your continued development activities in connection with any YouTube API Services and your API Client(s)' interaction with any YouTube API Services after the changes to the Agreement takes effect, will be deemed your agreement to and acceptance of such changes. If you do not agree to any changes to the Agreement, you must terminate the Agreement.

**2.4 Precedence.** If there is any contradiction between these Terms of Service and other documents comprising the Agreement in connection with the YouTube API Services, then these Terms of Service will take precedence.

### 3. Permitted Access and Use of the YouTube API Services.

**3.1 Compliance with the Agreement.** You and your API Client(s) will (i) comply with the Agreement at all times when accessing or using the YouTube API Services; (ii) only access (or attempt to access) the YouTube API Services to develop and operate your API Client(s) by the means described in the Agreement, including in accordance with the documentation for the specific YouTube API Services you access; and (iii) if your API Client is a software application, you and your API Client will also comply with the Google Software Principles. YouTube may suspend or terminate your access to, or use of, any aspect of the YouTube API Services (including any credentials assigned to you or your API Client(s)), impose additional requirements and restrictions, or terminate the Agreement between you and YouTube, for any violation of the Agreement by you, your API Client(s) or those acting on your behalf.

**3.2 Unauthorized Persons.** You must not accept the Agreement, or access or use the YouTube API Services, if (i) you are not of legal age to form a binding contract with us, or (ii) you are a person barred from using or receiving the YouTube API Services under the applicable laws of the United States, the country in which you reside, or the countries from which you or your API Client(s) access or use the YouTube API Services.

**3.3 Accepting on Behalf of Others.** If you are using the YouTube API Services on behalf of someone else (such as your employer), you represent and warrant that you have authority to bind that person or entity to the Agreement and by accepting the Agreement, you are doing so on behalf of that person or entity (and all references to "you" in the Agreement refers to that person or entity).

**4. Registration.** To access and use the YouTube API Services you may be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of your continued access to, or use of, the YouTube API Services. Our Privacy Policy currently located at <https://www.google.com/policies/privacy/> (<https://www.google.com/policies/privacy/>) explains how we treat your personal data and protect your privacy when you provide your personal data in connection with your access and use of the YouTube API Services.

**5. Compliance with Laws.** You and your API Client(s) will, and you will require those acting on your behalf and your users to, (i) comply with all applicable laws, rules, and regulations, and (ii) not access or use the YouTube API Services in a manner that

violates such laws, rules, and regulations, or in a manner that is deceptive, unethical, false, or misleading. Without limiting the foregoing, you will not distribute, or provide access, to your API Client(s) in contravention of U.S. export control or trade laws.

6. **API Clients and Monitoring.** YouTube may monitor, review and inspect your API Client(s), and monitor and audit your access to and use of the YouTube API Services, at any time and without further notice to you, to ensure quality, improve our products and services, and verify your compliance with the Agreement.
7. **User Privacy and API Clients.** Without limiting Section 5 (Compliance with Laws), you will comply with all applicable privacy laws and regulations, including those applying to personal data ("**Personal Data**"). Each API Client will provide and adhere to a published privacy policy that clearly and accurately describes to its users what user information you and your API Client access, collect and store, and how and why you and your API Client use, process, and share such information (including for advertising) with us and other third parties.
8. **Security.** To the extent you and your API Client(s) are permitted to access or use data, you and your API Client(s) will, and will require those acting on your behalf to, maintain reasonable and appropriate administrative, organizational, technical and physical controls designed to ensure the privacy, security, and confidentiality of YouTube data (including API Data), YouTube Confidential Information and user data collected by your API Client(s) (including Personal Data) to protect from accidental or unauthorized destruction, access or use.
9. **Notices to Users.**

#### 9.1 Required Notice.

- i. If your API Client(s) uses any YouTube API Services to permit users to upload videos to YouTube websites, applications, services or products, the screen or window in which the end user clicks the "upload" button must display the following warning in the language(s) available on your API Client(s):

"By clicking 'upload,' you certify that the content you are uploading complies with the YouTube Terms of Service (including the YouTube Community Guidelines) at **[select and insert appropriate URL from following paragraph]**. Please be sure not to violate others' copyright or privacy rights."

If the upload is performed on a personal computer or other non-mobile device, the appropriate URL is <https://www.youtube.com/t/terms> (<https://www.youtube.com/t/terms>). If the upload is performed on a mobile device, the appropriate URL is <http://m.youtube.com/terms> (<http://m.youtube.com/terms>).

- ii. Subject to this Sections 9.1(iii) and (iv) below, API Client(s) that enable users to upload videos to YouTube websites, applications, services or products must provide each user the option to upload the videos to the user's own YouTube channel(s). If your API Client(s) also allow users to upload videos to your YouTube channel, it must (i) provide clear notice of the terms of your license to those videos including a clear notice to users that you will now either own or have rights to such videos, and (ii) ensure that the option to upload to the user's YouTube channel is featured at least as prominently as the option to upload videos to your YouTube channel.
- iii. If your API Client (or any part thereof) targets or directs itself to children (as defined under applicable law(s) including the U.S. Children's Online Privacy (COPPA) and E.U. General Data Protection Regulation (GDPR)) (referred to herein as a "**Child-Directed API Client**"), (a) you and your API Client must comply with Section III.J (API Clients Directed to Children) of the Developer Policies (/youtube/terms/developer-policies#j.-child-directed-api-clients) including notifying Google of the child-directed nature of your API Client; each Child-Directed API Client notified to Google as provided in Section III.J.2.b of the Developer Policies or otherwise is referred to herein as a "**Known Child-Directed API Client**", and (b) no YouTube API Services write-based actions (such as, but not limited to, uploading content, commenting and creating/sharing playlists) taken by users of Known Child-Directed API Client will be implemented on YouTube websites, applications, services and products pursuant to Section III.J (API Clients Directed to Children) of the Developer Policies. Please see Section III.J (API Clients Directed to Children) of the Developer Policies for more information.
- iv. If your API Client is **not** a Child-Directed API Client, you must implement **one** of the following: (a) enable users of your non-Child-Directed API Client to designate their content as Made for Kids via your API Client **before** they can upload their content to YouTube websites, applications, services or products; or (b) notify users of your non-Child-Directed API Client **within** such API Client that if they upload content to YouTube websites, applications, services or products that is Made for Kids, then they must immediately go to YouTube on desktop to declare their content as Made for Kids. See here for more information on determining content as Made for Kids (<https://support.google.com/youtube/answer/9528076>).

**9.2 Notice to EU Users.** For users in the European Union, you and your API Client(s) must comply with the EU User Consent Policy currently located at <http://www.google.com/about/company/user-consent-policy.html> (<http://www.google.com/about/company/user-consent-policy.html>).

## 10. Brand Features and Attribution.

**10.1 License Grant.** YouTube grants you a personal, non-transferable, non-assignable, non-sublicensable, non-exclusive, revocable and limited license to display YouTube Brand Features that are specified in the YouTube Branding Guidelines on or through your API Client(s) only in accordance with the YouTube Branding Guidelines and these Terms of Service.

**10.2 Restrictions.** All use of the YouTube Brand Features (including any associated goodwill) will inure to YouTube's benefit. You irrevocably assign and will assign to YouTube any right, title, and interest that you obtain in any of the YouTube Brand Features. You will not, at any time, challenge or assist others to challenge the validity of the YouTube Brand Features or their registration (except to the extent you cannot give up that right by law) and you will not attempt to register any trade names, trademarks, service marks, logos or domain names confusingly similar to the YouTube Brand Features.

**10.3 Attribution.** All API Clients must provide proper attribution in accordance with the YouTube Branding Guidelines and these Terms of Service (where applicable) when using the YouTube Brand Features. YouTube reserves the right to determine whether your attribution(s) and display of the YouTube Brand Features comply with the YouTube Branding Guidelines and these Terms of Service. YouTube reserves the right to terminate your license to display the YouTube Brand Features at any time.

- 11. Proprietary Rights Notices.** You will not remove, obscure, or alter any YouTube or Google terms of service or any links to or notices of those terms, or any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material. Where such notices do not appear on, or are not provided through, the YouTube API Services, you agree to display such notices in accordance with the YouTube Branding Guidelines as applicable.
- 12. Third-Party Rights.** You and your API Client(s) will not, and you will require those acting on your behalf and your users to not, infringe or violate third-party rights, including intellectual property rights and other proprietary right, confidentiality, privacy right, or right of publicity.
- 13. Publicity.** YouTube may use your company or organization name (or personal name if an individual), product names or logos in presentations, marketing materials, customer lists, financial reports, website listings of customers, research and marketing case studies, and other marketing-related activities, including producing and distributing incidental depictions such as screenshots, video, or other content from your API Client(s). You grant to YouTube and its Affiliates a non-exclusive, irrevocable, royalty-free, worldwide license to display your company or organization name (or personal name if an individual), product name or logos for the above

purposes. You must not make any public statements regarding your access to, or use of, the YouTube API Services that suggests partnership with, or sponsorship or endorsement by, YouTube without YouTube's prior review and written approval.

#### 14. **Modification to the YouTube API Services.**

**14.1 Right to Modify.** YouTube is constantly innovating and as part of this continuing innovation, YouTube may alter or discontinue any aspect of the YouTube API Services (including any specifications, protocols, or methods of accessing any aspect of the YouTube API Services) as applied to any specific YouTube API Services user or API Client, category of users or API Clients, or all users or API Clients, at any time and without notice or announcement. YouTube will try to give you reasonable advance notice or to make a prior announcement.

**14.2 Backward Incompatible Changes.** When YouTube intends to make backwards incompatible changes to the YouTube API Services, YouTube will announce such change on the YouTube Developer Site and try to continue to maintain the software code for the impacted version(s) of the YouTube API Services for six (6) months from the date such backwards incompatible changes are announced, in its reasonable determination.

**14.3 Special Terms.** Special terms apply to specific versions of the YouTube API Services that are identified as "**Subject API Services**" at <https://developers.google.com/youtube/terms/subject-api-services> (/youtube/terms/subject-api-services). YouTube will use reasonable efforts to continue to maintain the software code for the Subject API Services for one year from February 10, 2017,

- i. unless YouTube is required by law, court order, or third-party relationship (including changes in law or relationships) to make those changes earlier;
- ii. unless doing so could create a privacy, security or other risk, or substantial economic or material technical burden; or
- iii. except for any features included in the Subject API Services that are not, or no longer, available on, or through, the YouTube products, services, applications or websites (e.g., [www.youtube.com](http://www.youtube.com), YouTube mobile application) excluding the YouTube API Services.

After February 10, 2018, YouTube may alter or discontinue the Subject API Services in accordance with Sections 14.1 and 14.2 above.

**15. Usage and Quotas.** YouTube may set a quota on usage of any YouTube API Services at any time as applied to any specific YouTube API Services user or API Client, category of users or API Clients, or all users or API Clients. You and your API Client(s)



will not, and will not attempt to, exceed or circumvent use or quota restrictions. YouTube may specify additional requirements relating to use or quotas including in the Developer Policies.

## 16. **No Implied Rights.**

**16.1 Ownership.** As between you and YouTube, YouTube, its Affiliates, and its and their licensors and suppliers, retain all rights in, title to, interest in, and ownership of (including all intellectual property rights (e.g., all patent, trademark, copyright, trade secret, and other proprietary rights) in and to) all YouTube API Services (including all API Data), YouTube Brand Features, the YouTube Developer Site, the Agreement, YouTube Confidential Information, all YouTube websites, applications, products and services, all underlying technology and computer programming, and all derivative works of any of the foregoing ("**YouTube Property**"). As between you and YouTube, you retain all rights in, title to, interest in and ownership of your API Client(s), excluding any YouTube Property.

**16.2 No Other Rights.** Except for the express rights contained in the Agreement, YouTube grants you no other rights or licenses (whether express, implied, by virtue of estoppel or exhaustion, or otherwise) to the YouTube Property or any of YouTube's or its Affiliates' intellectual property rights.

**16.3 No Licenses or Rights to Patents or Content.** Without limiting the generality of the foregoing, no rights or licenses are granted under any patents owned or controlled by YouTube or its Affiliates, and no rights or licenses are granted to reproduce or distribute audiovisual content or make audiovisual content available in any manner other than through the use of the YouTube API Services in accordance with the Agreement. All rights not expressly granted to you are reserved by YouTube.

**17. Non-exclusive.** The Agreement is a non-exclusive agreement. You acknowledge and agree that YouTube and its Affiliates may be developing, and may develop in the future, websites, applications, products or services that compete with the YouTube API Services, your API Client(s), or any other products or services, and YouTube and its Affiliates have no obligation to make any of these products or services available to you.

**18. Confidentiality.** YouTube's communications to you and the YouTube API Services may contain YouTube Confidential Information. If you receive any YouTube Confidential Information, then you will keep it confidential, not use it except in connection with your permitted use of the YouTube API Services under the Agreement, and not disclose it to any third party without YouTube's prior written consent; however, you may disclose YouTube Confidential Information when compelled to do so by law if

you provide YouTube reasonable prior written notice, unless a court of competent jurisdiction orders that YouTube not receive prior notice.

## 19. Exclusion of Warranties.

**19.1 No Warranties.** NO CONDITIONS, WARRANTIES OR OTHER TERMS APPLY TO ANY SERVICE, SOFTWARE, OR OTHER GOODS OR SERVICES SUPPLIED BY YOUTUBE, ITS AFFILIATES OR ANY OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUPPLIERS, LICENSORS, LICENSEES, ASSIGNS, OR SUCCESSORS ("**RELATED PARTIES**") UNDER THE AGREEMENT UNLESS EXPRESSLY STATED SET OUT IN THE AGREEMENT.

**19.2 As Available.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR AND YOUR API CLIENT(S)' ACCESS TO, AND USE OF, THE YOUTUBE API SERVICES IS AT YOUR SOLE RISK AND THAT THE YOUTUBE API SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

**19.3 Additional Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES AND RELATED PARTIES FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ADDITIONALLY, YOUTUBE, ITS AFFILIATES AND RELATED PARTIES DO NOT REPRESENT OR WARRANT TO YOU THAT:

- i. THE YOUTUBE API SERVICES WILL MEET YOUR REQUIREMENTS;
- ii. THE YOUTUBE API SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- iii. THE YOUTUBE API SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, CONTINUE TO EXIST, OR OTHERWISE VALID; OR
- iv. DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY ASPECT OF THE YOUTUBE API SERVICES, INCLUDING ANY SOFTWARE, CODE, CONTENT (INCLUDING AUDIOVISUAL CONTENT), DATA, SUPPORT OR ANYTHING ELSE PROVIDED TO YOU AND YOUR API CLIENT(S) AS PART OF, OR IN CONNECTION WITH, THE YOUTUBE API SERVICES, WILL BE CORRECTED.

**19.4 No External Warranties.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUTUBE, ITS AFFILIATES OR RELATED PARTIES, OR AS PART OF, OR IN CONNECTION WITH, THE YOUTUBE API SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**19.5 API Data Content.** THE CONTENT PROVIDED AS PART OF API DATA INCLUDES VIDEOS, AUDIO, GRAPHICS, PHOTOS, TEXT, INTERACTIVE FEATURES, SOFTWARE, AND OTHER MATERIALS, INCLUDING MUSIC, SOUNDS, COMMENTS, SCRIPTS, AND AUDIOVISUAL COMBINATIONS. YOUTUBE IS A PROVIDER OF HOSTING SERVICES FOR CONTENT AND YOUTUBE IS NOT RESPONSIBLE FOR THE AVAILABILITY, ACCURACY, USEFULNESS, SAFETY, OR LEGALITY OF SUCH CONTENT, INCLUDING CONTENT THAT MAY BE OFFENSIVE, INDECENT, DEFAMATORY, OBJECTIONABLE, OR THAT MAY VIOLATE THIRD-PARTY RIGHTS OR APPLICABLE LAWS OR REGULATIONS. ANY API DATA IS OBTAINED BY YOU AND YOUR API CLIENT(S) AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR OR YOUR USERS' COMPUTER SYSTEM(S) OR DEVICE(S), LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM ANY ASPECT OF THE YOUTUBE API SERVICES.

**19.6 Third-Party Services.** THE YOUTUBE API SERVICES MAY CONTAIN LINKS TO THIRD PARTY WEBSITES AND ONLINE SERVICES THAT ARE NOT OWNED OR CONTROLLED BY YOUTUBE. YOUTUBE HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, SUCH WEBSITES AND ONLINE SERVICES.

## 20. Limitation of Liability.

### 20.1 Limitations.

- i. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES AND RELATED PARTIES ARE NOT RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR OTHER LIABILITY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
- ii. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES AND RELATED PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE WHETHER OR NOT YOUTUBE, ITS AFFILIATES AND RELATED PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUTUBE'S TOTAL AGGREGATE LIABILITY UNDER OR ARISING OUT OF THE AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU TO YOUTUBE TO ACCESS OR USE THE YOUTUBE API SERVICES FOR THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR US\$1,000.00, WHICHEVER IS HIGHER.

**20.2 Additional Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES AND RELATED PARTIES ARE NOT

**LIABLE FOR ANY DAMAGES THAT MAY RESULT FROM:**

- i. PROVIDING, REMOVING, MODIFYING, SUSPENDING OR TERMINATING ANY ASPECT OF THE YOUTUBE API SERVICES (INCLUDING FEATURES, FUNCTIONS, SUPPORT FOR YOUTUBE API SERVICES (IF ANY), API DATA, AND ANY CONTENT INCLUDING AUDIO VISUAL CONTENT (IN WHOLE OR IN PART)), OR THE AGREEMENT (IN WHOLE OR IN PART), WITH RESPECT TO ANY SPECIFIC YOUTUBE API SERVICES USER OR API CLIENT, CATEGORY OF USERS OR API CLIENTS, OR ALL USERS, OR API CLIENTS; OR
- ii. CONTENT SUBMITTED TO YOUTUBE WEBSITES, APPLICATIONS, SERVICES AND PRODUCTS BY USERS OR OTHER THIRD PARTIES, OR FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SUCH PERSONS OR ENTITIES.

21. **Indemnification.** You will indemnify, defend (at YouTube's option) and hold YouTube, its Affiliates, and Related Parties harmless against any claim, costs, losses, damages, liabilities, judgments, fees (including reasonable fees of attorneys and other professionals), and expenses arising out of or in connection with any claim, action or proceeding (any and all of which are "**Claims**") by a third party arising out of (i) access to, or any use of any YouTube API Services by you, those acting on your behalf, your API Client(s), or any of your users; (ii) actual or alleged violation of the Agreement (or any portion thereof) by you, those acting on your behalf, your API Client(s), or any of your users, including actual or alleged infringement of any third-party right (including any intellectual property or other proprietary right, confidentiality, privacy right, or right of publicity) by you, those acting on your behalf, your API Client(s), or any of your users; or (iii) any content, data, technology or materials provided or contributed by, or through, you, those acting on your behalf, your API Client(s), or any of your users, and not by YouTube, its Affiliates and Related Parties.

YouTube may, at its sole discretion, elect for you to assume control of the defense of the Claim for which you are required to indemnify YouTube and Related Parties under this Section 21. If the defense or settlement is assumed by you, YouTube may at any time thereafter elect to appoint its own counsel (at its own expense); or YouTube may take over control of the defense and settlement of such Claim. You will not settle any Claim without YouTube's prior written consent. Both parties will provide reasonable assistance to the other as may be required in order to defend any relevant Claim.

22. **Injunctive Relief.** You acknowledge that the limitations and restrictions in the Agreement are necessary and reasonable to protect YouTube, and expressly agree that monetary damages may not be a sufficient remedy for your breach of the Agreement. Accordingly, you agree that YouTube will be entitled to seek temporary or

permanent injunctive relief against any violation or threatened violation of such limitations or restrictions in any court of competent jurisdiction.

23. **Non-assert.** To the extent permitted by applicable law, during the Agreement, and for three (3) years after any termination or expiration of the Agreement by you or YouTube, you agree not to assert, or authorize, assist or encourage any third party to assert, any patent infringement claim against YouTube, its Affiliates, or any Related Parties, to the extent such claims relate to any of the YouTube API Services that you or your API Client(s) accessed or used. Notwithstanding the foregoing, should YouTube or Google Inc. first file a patent infringement claim in a lawsuit against you (excluding a patent infringement claim brought by YouTube or Google Inc. in response to a lawsuit, for example, as a cross-claim or counterclaim), then the non-assert provision in the first sentence of this Section will be suspended only for the duration of YouTube's or Google Inc's first patent infringement claim against you (for example, until such patent infringement claim is settled, withdrawn, dismissed, or otherwise disposed of).

#### 24. **Termination.**

24.1 **Termination by You.** You may terminate your legal agreement with YouTube by terminating your access to and use of the YouTube API Services (including discontinuing access to and use by your API Client(s) and those acting on your behalf) at any time. You do not need to specifically inform YouTube when you stop using and accessing the YouTube API Services unless otherwise required by YouTube.

24.2 **Termination by YouTube.** Notwithstanding anything to the contrary, YouTube reserves the right to (i) suspend or terminate access to, or use of, any aspects of the YouTube API Services by you, your API Client(s) and those acting on your behalf), and (ii) terminate the Agreement (or any portion thereof), as applied to any specific user or API Client, category of users or API Clients, or all users or API Clients at any time. For example, we may need to exercise such rights in instances of your breach of this Agreement, court order, when we believe there to have been misconduct or conduct which may create potential liability for YouTube or its Affiliates. Although we will try to give you reasonable notice, we have no obligation to do so.

24.3 **Effect of Termination.** Upon any suspension, notice of any discontinuance, or termination (whether by you or YouTube), you will immediately stop accessing and using all YouTube Property and delete all YouTube API Services (including all API Data) and YouTube Confidential Information in your possession or control, including from your servers. At YouTube's request, you will certify your deletion of all YouTube API Services (including all API Data) and YouTube Confidential Information in your possession or control in writing that is signed by your authorized representative who has the authority to bind you. YouTube may independently communicate with any

account owner whose account(s) are associated with credentials assigned to you or your API Client(s) to provide notice of both the suspension or termination of your access to, or use of, the YouTube API Services and the display of any advertisements associated with your API Client(s) (where applicable).

**24.4 Termination of Support or Modification Efforts.** If YouTube elects to provide you or your API Client(s) with support or modification for the YouTube API Services, this support or modification may be suspended or terminated by YouTube at any time without notice to you, as applied to any specific YouTube API Services user or API Client, category of users or API Clients, or all users or API Clients.

**24.5 No Obligation to Provide.** YouTube is under no obligation to provide the YouTube API Services. It is solely your responsibility at all times to be prepared to conduct your business and operate your API Client(s) without access to any aspect of the YouTube API Services.

**24.6 Survival.** The following Sections of these Terms of Service will continue to apply indefinitely even upon any termination or expiration of the Agreement as applied to any specific user or API Client, category of users or API Clients, or all users or API Clients at any time: 1 (Definitions), 2.1, 2.3 and 2.4 (The Agreement), 3.3 (Permitted Access and Use of the YouTube API Services), 8 (Security) to the extent applicable data is in the process of deletion upon termination or expiration of the Agreement, 10.2 (Brand Features and Attribution), 13 (Publicity), 16 (No Implied Rights), 17 (Non-exclusive), 18 (Confidentiality), 19 (Exclusion of Warranties), 20 (Limitation of Liability), 21 (Indemnification), 22 (Injunctive Relief), 24 (Termination), and 25 (General Legal Terms).

## 25. General Legal Terms.

**25.1 Entire Agreement.** The Agreement controls the relationship between you and YouTube and constitutes the entire agreement between such parties with respect to the subject matter hereof.

**25.2 Third-Party Beneficiary.** Each Affiliate of YouTube is a third-party beneficiary under the Agreement and is entitled to directly rely on and enforce any right or benefit provided to it under the Agreement. There are no other third-party beneficiaries under the Agreement.

**25.3 No Waiver.** YouTube will not be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement. A waiver will be effective only if YouTube expressly states in writing signed by an authorized representative that YouTube is waiving a specified term of the Agreement.

**25.4 Severability.** If it turns out that a particular provision of the Agreement is found to be not enforceable, that provision will be modified by the court of competent jurisdiction to the extent necessary to create an enforceable provision that reflects the parties' intention as closely as possible. If that is not possible, it will be deemed deleted and the rest of the Agreement will continue in force unaffected.

**25.5 Requesting Agreement Modifications.** You may grant approvals, permissions and consents to YouTube by email, but any modifications requested by you to the Agreement must be made in writing (not including email) and signed by both YouTube and your authorized representative who has the authority to bind you (and only if YouTube agrees to such modification).

**25.6 Notices.** All notices to YouTube must be in the English language, in writing, and sent to our corporate headquarters address listed on our website via first class or air mail or overnight courier, and are deemed given upon receipt.

**25.7 Assignment of the Agreement.** YouTube may transfer or assign the Agreement, including any rights and licenses granted under it, to a third party, but you may not.

**25.8 Relationship of the Parties.** You are not YouTube's legal partner or agent; the parties are independent contractors.

**25.9 Change of Control.** If you or any party operating your API Client(s) on your behalf experience a change of control (for example, through a stock purchase or sale, merger or other form of corporate transaction), you will provide to YouTube a written notice detailing the change of control within 15 calendar days after the change of control via [this form](#)

([https://support.google.com/youtube/contact/yt\\_api\\_change\\_of\\_control\\_form](https://support.google.com/youtube/contact/yt_api_change_of_control_form)). YouTube will review the completed form and if it is not approved within 45 calendar days after the change of control, your project ID will automatically terminate.

**25.10 YouTube Approvals.** YouTube may deny or grant any consents, approvals, or permissions that are expressly contemplated under the Agreement or otherwise requested by you at our discretion.

**25.11 Governing Law and Venue.** The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to the Agreement or the YouTube API Services. Subject to Section 22 (Injunctive Relief), all claims arising out of or relating to the Agreement or the YouTube API Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, U.S.A., and you and YouTube consent to personal jurisdiction in those courts.

**25.12 Limitation on Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION

ARISING OUT OF OR RELATED TO THE YOUTUBE API SERVICES MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**25.13 Translations.** Any local language translation (where applicable) exists for reference purposes only, and only the English version will be legally binding. If there is any inconsistency between the two versions, the English version shall control.

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Last updated 2021-07-01 UTC.