

Hydrawise API Terms of Use

These Terms of Use (Agreement) are an agreement between Hunter Industries (“Hunter”) and You governing the use of Hydrawise Application Programming Interfaces (the “APIs”). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APIS. BY ACCESSING AND USING OR CONTINUING TO USE THE APIS, YOU IRREVOCABLY AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS.

1. Terms

Hunter Industries is a family-owned global company that provides high quality, efficient solutions for the irrigation, outdoor lighting, and custom molding industries. Our diverse array of products can be seen everywhere from residential landscapes to stadiums, national landmarks, theme parks, city parks, commercial complexes, hotels, and municipal buildings around the world.

Hydrawise is a product and service provided by Hunter Industries. All rights, obligations, and ownership of Hydrawise reside with Hunter Industries.

2. License

Hunter Industries grants you (the licensee) a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use the APIs in order to develop and distribute applications that interoperate with Hunter products and services.

Both commercial and non-commercial uses of the APIs are acceptable. Any commercial use of the APIs must be submitted for prior and written authorization of Hunter Industries.

3. Restriction

Except as expressly and unambiguously authorized under this Agreement, the license granted is subject to the following restrictions:

3.1. You may not use the Hunter Hydrawise APIs in a product or service that competes with products or services offered by Hunter Industries, except prior and written authorization given by Hunter Industries. For that purpose, please contact support@hydrawise.com.

3.2. When using the Hunter Hydrawise API, before accessing a user's personal data, you

must ensure that you have the express permission of this user to access his data and you fulfil all applicable law and regulation. You will not attempt to access data for which you have not obtained adequate permission.

3.3. You may not use the Hunter Hydrowise API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, personal data protection, or in any manner inconsistent with the Terms of Use. You shall not misappropriate, reproduce, modify, distribute, decompile, disassemble, or reverse engineer any part of the Hunter Hydrowise APIs, the Hunter Industries products, or any data provided by Hunter industries.

3.4. Those APIs are currently provided free of charge, but Hunter Industries reserves the right to charge for those APIs in the future.

3.5. All calls to the Hunter Hydrowise APIs must reference the Hunter Hydrowise APIs Key issued to you as an approved licensee. You must keep this APIs Key confidential and may not share it with any third party.

3.6. You may not sell, lease, share, transfer, or sublicense your Hunter Hydrowise APIs key or Hunter Hydrowise APIs access thereto without Hunter Industries prior, express, written permission.

3.7. In order to ensure a consistent access for all client applications, Hunter Industries reserves the right to limit the Hunter Hydrowise APIs calls frequencies and will inform you of such limitations. In the case where your use of the APIs exceeds those limits, you should contact Hunter Industries.

3.8. Hunter Industries reserves the right, without notice and at its sole discretion, to change any application's name or description (e.g. if considered inappropriate or infringing any third party intellectual property rights)

3.9. Hunter Industries reserves the right, without notice and at its sole discretion, to change, remove, delete or use any application's icon (e.g. if considered inappropriate or infringing any third party intellectual property rights)

4. Personal Data

The API contains data that can be deemed personal data, in itself, or when cross-matched with other data, namely:

4.1. User Information

- Customer Name
- Street Address
- City
- Country

- Time Zone
- Email Address
- Language

4.2. Irrigation and Weather

- Controllers, Devices including Sensors (Rain, Wind, Soil Moisture and Others) refer to the product specifications.
- Home landscape information (Controller, sensors, and zone names)
- Irrigation schedules details
- Device information such as Wi-Fi status, radio status, battery level, location, station, and modules names

4.3. Security Events (Irrigation activation, alert detected, user program changes, etc.)

This data is processed by Hunter Industries as per its standard Hydrowise Terms and Conditions and its Privacy Policy.

5. Processing of Data – Additional

You understand that, by processing the API personal data according to means and purposes you autonomously decide, you become a data controller of this processing. You shall, therefore, be aware of, and comply with your obligations as such and make sure that the processing you are the controller of is lawful (e.g. respect the purpose limitation and data minimization principles, keep data only as long as necessary, take care of administrative formalities, etc.).

You shall, amongst other obligations:

5.1. Give appropriate information to users about the processing you are the controller of before you start carrying it on.

5.2. Obtain, when necessary, prior consent from users, before accessing a user's personal data. This consent shall be clearly given, free, specific, and informed.

5.3. Enable your application's users to exercise their rights of access, rectification, restriction, erasure and their right to object to data processing, notably by giving them a point of contact towards whom they can exercise these rights.

5.4. Take the necessary organizational and technical measures to ensure the protection of the data.

5.5. Ensure a high degree of security regarding the API.

5.5.1. If you are a legal entity, you shall make sure that only the persons who need to access the API are able to do so and that the API's Key issued to you by Hunter Hydrowise is known only by these persons.

5.5.2. You shall ensure that the security, availability, authenticity, integrity and confidentiality of the personal data contained in the API are not compromised by your fault or your negligence. You shall warn Hunter Industries immediately if you become aware of a breach in the security, availability, authenticity, integrity or confidentiality of the personal data contained in the API.

5.5.3. You shall always access the API with a secure Internet connection.

5.6. You understand that any breach in the obligations will result, at least, in the withdrawal of your access to the API, and that Hunter Industries will be able to seek your liability.

5.7. This Agreement incorporates the Hunter Data Processing Addendum (“Addendum”) (<https://support.hydrawise.com/hc/en-us/articles/13660306549147> ^[1]) when you use the APIs to process Customer Data (as defined in the Addendum). The Addendum incorporates the Standard Contractual Clauses (“SCCs”) between controllers and processors. The SCCs will only apply when: (i) the GDPR applies to your use of the APIs to process Customer Data; and (ii) Customer Data is transferred either directly or via onward transfer, to a country outside of the European Economic Area not recognized by the European Commission as providing an adequate level of protection for personal data subject to GDPR (together a “Data Transfer”).

6. Property

6.1. The Hunter Hydrawise APIs and Hunter Hydrawise Brand are the property of Hunter Industries, and subject to the intellectual property rights of Hunter Industries. You may use the brand « Hunter Hydrawise » in the name of your application and its content, only to indicate the source of the data, the affiliation between your application and our services or the compatibility of your application with a Hunter Hydrawise account. You may not use « Hunter Hydrawise » or any variation thereof in a deceptive manner, that would mislead the user to believe that your application would be an official production of Hunter Industries.

6.2. Any use of the brand « Hunter Hydrawise » shall be validated in writing by Hunter Hydrawise before any distribution of your products and/or services.

6.3. Hunter Industries is and remains the sole owner of all technical and/or scientific information and knowledge and in particular know-how, inventions, manufacturing secrets, commercial secrets, data, databases, software (in source- codes and object-codes versions), files, plans, diagrams, designs, formulae and/or any other types of information, in any form whatsoever, patentable or not and/or patented or not, and all intellectual property rights relating thereto (collectively, the “IPR”), in relation with Hunter Industries products.

6.4. The Content provided through those APIs remains property of Hunter Industries. This agreement in no way conveys any ownership rights to you in any Hunter Hydrawise data and content accessed through those APIs.

7. Modification and Termination

7.1. Hunter Industries may update or modify the Hunter Hydrawise APIs or APIs Terms of Use from time to time at its sole discretion. You are responsible for monitoring these changes and complying with the most recent Hunter Hydrawise APIs Terms of Use. If any change is unacceptable to you, your only recourse is to terminate this agreement by notifying it in writing to Hunter Industries and ceasing all use of the Hunter Hydrawise APIs. Your lack of answer and/or continued access or use of the Hunter Hydrawise APIs will constitute binding acceptance of the change.

7.2. You may terminate any license granted to you hereunder at any time by notifying it to Hunter Industries and ceasing your access to and use of the APIs and any use of the Hunter Hydrawise Data.

7.3. Hunter Industries may change, suspend or discontinue the Hunter Hydrawise APIs at any time for any reason, without notice.

7.4. Hunter Industries reserves the right, in its sole discretion, to terminate your license to use the Hunter Hydrawise APIs, and to block or prevent future access to and use of the Hunter Hydrawise APIs, by notification sent by any written means (letter; telecopy; email...), with a notice period of one (1) month.

7.5. Upon any termination of these Hunter Hydrawise APIs Terms of Use, you shall promptly delete and remove all calls to the Hunter Hydrawise APIs from all web pages, scripts, widgets, applications, other software or hardware in your possession or under your control, and any support whatsoever.

8. NO WARRANTIES

THE HUNTER HYDRAWISE APIS, DATA AND SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE HUNTER INDUSTRIES PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF OPERATION, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, ACCURACY, RELIABILITY, TIMELINESS, AND FITNESS FOR PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THIS API AND SERVICES, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SERVICE, IS AT YOUR SOLE RISK.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY HUNTER HYDRAWISE PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE, OR RESULTING FROM USE OF THE HUNTER HYDRAWISE APIS AND ITS CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ANY HUNTER HYDRAWISE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

You hereby agree to indemnify, defend and hold Hunter Industries, and its subsidiaries, affiliates, officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim, loss, damage (actual and consequential), suit or judgement arising out of your or your users' use of the Hunter Hydrawise APIs, including, without limitation, litigation costs and attorneys' fees, of every kind and nature. In such a case, Hunter Industries will provide you with written notice of such claim, suit, or action. Hunter Industries reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

11. Miscellaneous

11.1. This Agreement is governed by California law and the laws of the United States of America. Any dispute resulting from out of the interpretation, performance or consequences of this Agreement shall be settled by negotiation in good faith by the Parties.

11.2. If the Parties have not reached an agreement within one (1) month after notification of the dispute by one Party to the other Party by registered mail with recorded delivery, this dispute shall be referred to the exclusive jurisdiction of the Courts within the realm of the California, United States of America.

11.3. If any provision of these API Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these APIs Terms of Use, which shall remain in full force and effect.

11.4. Failure of Hunter Industries to act on or enforce any provision of these APIs Terms of Use shall not be construed as a waiver of that provision or any other provision in these APIs Terms of Use.

11.5. No waiver shall be effective against Hunter Industries unless made by an authorized officer of Hunter Industries in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

11.6. Except as expressly agreed by Hunter Industries and you, these APIs Terms of Use constitutes the entire Terms of Use between you and Hunter Industries with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the you and Hunter Industries with respect to the subject matter.

11.7. The section headings are provided merely for convenience and shall not be given any legal import.

11.8. The terms of this Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

11.9. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you. Hunter Industries is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. The collection and processing of Personal Data, made when you use the Services, is carried out in accordance with the Hunter Industries Privacy Policy (<https://www.hunterindustries.com/privacy-policy>)