

JamBase Data Commercial API Terms of Service

Version 1.6.0 · Effective 2026-10-20

1. Acceptance of Terms

These Commercial API Terms of Service ("Agreement") constitute a legally binding agreement between the entity you represent ("Customer," "you," or "your") and JamBase, Inc. ("JamBase," "we," "us," or "our") governing your access to and use of the JamBase Data API ("API").

By subscribing to a Commercial plan and using the API, you represent that you have the authority to bind Customer to this Agreement and acknowledge that you have read, understood, and agree to be bound by these terms.

2. Commercial Plans

Commercial plans (Startup, Pro, Pro+, and Enterprise) are designed for businesses and commercial applications. Each plan includes:

- Monthly API request quota as specified in your subscription
- Rate limits as specified in your subscription
- Access to all standard API endpoints
- Priority support (response times vary by plan)
- SLA guarantees (Pro and above)

3. Permitted Use

You may use the API for:

- Commercial applications and revenue-generating activities
- Integration with your products and services
- Internal business analytics and decision-making
- Customer-facing features and applications

For clarity, you may make API data available to end users solely as displayed or incorporated into your products and services in the ordinary course of their use, provided that such end users receive no independent license to access, extract, redistribute, or commercially exploit the underlying API data.

4. Prohibited Use

You may not:

- Resell, sublicense, or redistribute raw API data as a standalone data product;
- Create a competing concert/event data service, or otherwise scrape, bulk download, harvest, or systematically extract API data to create or maintain a substitute dataset. Keeping the synced local copy permitted by Section 5, using the documented API endpoints and for your own permitted use, is not prohibited by this clause;

- Circumvent rate limits or usage quotas;
- Use automated means to exceed your subscription limits;
- Access the API from multiple accounts to circumvent limits;
- Use the API in violation of any applicable law or regulation; or
- Enable third parties or end users to engage in any prohibited activity.

The foregoing does not prohibit ordinary inference-time use of API data in your permitted end-user features, provided such use does not result in model training or unauthorized data extraction.

5. Data Usage Rights

Subject to compliance with this Agreement, you are granted the right to:

- Display API data in your applications and services;
- Store API data in your own systems, including a synced local copy of the data you are entitled to, for as long as your subscription is active. Keep that copy current by applying updates and removals from the API (see our [Bulk Ingest guide](#)), and delete it as described in Section 15.6;
- Aggregate data for analytics and reporting; and
- Create derivative works incorporating API data (excluding raw data redistribution)

All permitted storage and derivative works remain subject to the restrictions in Section 4. You shall not retain API data beyond the period permitted by this Section and Section 15.6, or use any derivative work to recreate or replace a material portion of the API dataset, other than the synced local copy permitted above for your own permitted use. No rights are granted to distribute raw or substantially equivalent data feeds to third parties.

6. API Key Security

You are responsible for maintaining the security of your API keys. You must:

- Keep API keys confidential and secure
- Implement appropriate access controls
- Immediately notify us of any security breach or unauthorized access
- Not embed API keys in client-side code or public repositories

7. Attribution

Unless you have negotiated a white-label agreement, you must provide attribution to JamBase when displaying data obtained from the API. Attribution requirements are detailed in our [Attribution Guidelines](#). You shall comply with the then-current Attribution Guidelines made available by JamBase, provided that material new attribution obligations will apply only after reasonable advance notice.

8. Quotas, Overage, and Billing

Your subscription includes a monthly API request quota. Usage beyond your quota will incur overage charges at the rate specified in your subscription.

Mid-cycle overage invoices: Each plan has a per-tier accrued-overage cap (Developer \$150, Startup \$750, Pro/Pro+ \$2,500). When uncollected overage in a billing cycle reaches that cap, Stripe automatically invoices and charges the full accrued amount immediately and resets the counter. The cap can trip multiple times in a single cycle. Any remaining overage at cycle close is charged via a final invoice.

We provide real-time usage monitoring and will send notifications as you approach your quota and overage thresholds.

If a charge cannot be collected, we will notify you by email with the date your access will be suspended if the issue is not resolved. You then have a grace period to update your payment method or pay the outstanding balance. If the issue remains unresolved after the grace period, API access on your account will be suspended. Access is restored automatically once payment is received; your account and data remain intact during a suspension.

9. Service Level Agreement

Commercial plans include uptime guarantees:

- **Startup:** 99.5% uptime target (no SLA credits)
- **Pro:** 99.9% uptime SLA with credits
- **Pro+:** 99.95% uptime SLA with credits
- **Enterprise:** Custom SLA terms

SLA credits are applied to future invoices. For avoidance of doubt, any applicable service credits are your sole and exclusive remedy for failures to meet the applicable uptime commitment, except to the extent prohibited by law. The SLA does not cover the availability, accuracy, or timeliness of underlying third-party event data.

10. Support

Support response times vary by plan:

- **Startup:** Email support
- **Pro:** Email support, 2 business day response
- **Pro+:** Priority support, 1 business day response
- **Enterprise:** Dedicated support, custom terms

11. Data Accuracy and Updates

We make commercially reasonable efforts to ensure data accuracy and freshness. Event data is updated in near real-time as information becomes available from venues, artists, and third-party sources.

We do not guarantee that all information is complete, current, or error-free. You acknowledge that event information is inherently subject to change.

Without limiting the foregoing, JamBase makes no warranty concerning the accuracy, completeness, availability, or timeliness of concert dates, venues, performers, lineups, cancellations, ticket availability, prices, or other event information, including information obtained from third-party sources. You are responsible for appropriate notices to, and use of such information by, your end users.

12. Intellectual Property

All rights, title, and interest in and to the API, including all data, trademarks, and intellectual property, remain the exclusive property of JamBase. This Agreement grants you a limited, non-exclusive, non-transferable license to access and use the API in accordance with these terms.

Certain API data may originate from third-party licensors or publicly available sources and may be subject to third-party rights and restrictions. JamBase grants only those rights it is authorized to grant and reserves the right to remove, replace, restrict, or discontinue particular data or fields as reasonably necessary to comply with applicable law, third-party rights, or changes to upstream licensing arrangements. JamBase will provide reasonable notice where practicable.

13. Confidentiality

Each party agrees to maintain the confidentiality of the other party's confidential information. API pricing, custom terms, and technical documentation marked as confidential shall be treated as confidential information.

14. Privacy and Data Protection

Our collection and use of personal information is described in our [Privacy Policy](#). If you process personal data on behalf of end users, you agree to comply with all applicable data protection laws.

Each party is independently responsible for compliance with applicable privacy and data protection laws in connection with its own processing activities. You are responsible for your end-user notices, permissions, and lawful use or disclosure of personal information through your services and applications. Neither party is authorized to use the other party's personal information except as permitted by this Agreement and applicable law.

15. Term and Termination

15.1 Subscription Terms by Plan

Startup (monthly billing cadence). The Startup plan on a monthly billing cadence is month-to-month. There is no fixed contract length. A cancellation submitted at any point takes effect at the end of the then-current billing period; access and charges continue through that period.

Startup (annual billing cadence), Pro, and Pro+. The Startup plan on an annual billing cadence, and the Pro and Pro+ plans on either a monthly or annual billing cadence, each carry a fixed 12-calendar-month contract term beginning on your subscription start date. The monthly billing cadence on these plans represents the payment installment schedule and does not shorten the contract to month-to-month. All monthly installments remain due for the full 12-month term regardless of when a non-renewal notice is submitted.

15.2 Auto-Renewal of Fixed-Term Subscriptions

At the end of each 12-calendar-month term, fixed-term subscriptions (see Section 15.1) automatically renew for another 12-month term unless either party delivers written non-renewal notice before the end of the current contract term. Submitting a non-renewal notice early does not stop or reduce any monthly installment payments due during the remainder of the current term; it only prevents the subscription from rolling into the next 12-month term.

15.3 Price and Commercial-Term Grandfathering

Every active Customer keeps the Stripe price ID and subscription-specific commercial terms accepted for its subscription while it remains on the same plan and billing cadence. For this section, "commercial terms" means the subscription's commitment length, billing cadence, cancellation boundary, and renewal treatment. Only a new subscription or an explicit plan or billing-cadence change adopts the then-current price and terms. A renewal on the same plan and cadence, a payment-method update, or an internal account-record repair does not move Customer to a new price or alter those accepted commercial terms.

15.4 Paid Pilots

Controlled paid pilots run for a fixed period of 30 to 90 days as stated in the applicable Order Form or pilot agreement. Pilots do not auto-renew. The pilot ends at the boundary stated in the Order Form unless Customer and JamBase execute a written conversion to a standard commercial subscription before that date. Any conversion takes effect on the date specified in the conversion agreement.

15.5 Termination for Breach

Either party may terminate this Agreement for material breach with 30 days written notice and opportunity to cure.

15.6 Effect of Termination

Upon termination or expiration of this Agreement, any outstanding invoices will become immediately due, and your API access will be revoked. Additionally, you must delete all cached or stored API data, including any synced local copy, within 30 days. Deletion includes API data in caches, exports, extracts, backups accessible in the ordinary course, and derivative datasets that substantially reproduce API data; provided that you may retain copies required by law or routine archival backups that are not accessed for commercial use and are deleted in accordance with established retention schedules, subject to continuing confidentiality and use restrictions.

15.7 Early Termination for Cessation of Operations

In the event Customer ceases all business operations or becomes insolvent during the term of its subscription, Customer may request early termination of this Agreement upon written notice. JamBase will not unreasonably withhold approval of such request. Upon termination under this section, Customer will remain responsible for any fees accrued through the effective termination date, but no further fees will be due.

15.8 Suspension for Misuse or Legal Restriction

JamBase may suspend access to all or part of the API immediately where reasonably necessary to address a security threat, unlawful activity, material misuse, third-party rights claim, or upstream licensing restriction. Where practicable, JamBase will give prior notice and an opportunity to mitigate, and will restore affected access when the grounds for suspension have been resolved. Suspension for non-payment is governed by Section 8.

16. Disclaimer of Warranties

THE API IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

JAMBASE DOES NOT WARRANT THAT THIRD-PARTY EVENT INFORMATION WILL BE ACCURATE, COMPLETE, CURRENT, OR AVAILABLE OR THAT YOUR OR ANY END USER'S RELIANCE ON SUCH INFORMATION WILL BE ERROR-FREE.

17. Limitation of Liability

IN NO EVENT SHALL JAMBASE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES. JAMBASE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM.

THE FOREGOING LIMITATIONS APPLY TO CLAIMS ARISING FROM THIRD-PARTY DATA ERRORS, EVENT CHANGES OR CANCELLATIONS, AND END-USER RELIANCE ON API DATA, TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THIS SECTION LIMITS LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

18. Indemnification

You agree to indemnify, defend, and hold harmless JamBase from any third-party claims, damages, or expenses arising from your use of the API, your applications, or your violation of this Agreement.

Your indemnification obligations include third-party claims arising from (a) your or your end users' unauthorized extraction, redistribution, or use of API data; (b) your products, services, or representations concerning API data; or (c) your violation of applicable law or third-party rights, in each case except to the extent directly caused by JamBase's breach of this Agreement or willful misconduct. JamBase shall promptly notify you of an indemnified claim, permit you to control the defense with qualified counsel, and reasonably cooperate at your expense; no settlement may impose an admission or non-monetary obligation on JamBase without its consent.

19. Customer References

Customer grants JamBase a non-exclusive, royalty-free right to identify Customer as a JamBase Data customer by name and logo on data.jambase.com, such as in customer lists and logo displays, without separate approval, unless an Order Form or SOW says otherwise. JamBase will show Customer's logo as Customer provides it or publicly displays it, without alteration beyond scaling. Customer may withdraw this permission at any time through our [Contact page](#), and JamBase will remove Customer's name and logo within 14 days of the request or of the end of Customer's subscription. Any other use, such as a case study, quote, press release or co-marketing, requires Customer's prior written approval.

20. Modifications

We reserve the right to modify these terms with 30 days notice. Material changes will be communicated via email. Continued use of the API after the effective date of changes constitutes acceptance. Updates to generally applicable legal, privacy, security, acceptable-use, or service-operation provisions may take effect under this section. No modification changes an active Customer's subscription-specific price or commercial terms while the Customer remains on the same plan and billing cadence; those items remain governed by Section 15.3.

21. Governing Law and Disputes

This Agreement shall be governed by the laws of the State of California. Any disputes shall be resolved through binding arbitration in San Francisco, California under AAA Commercial Arbitration Rules.

22. Entire Agreement

This Agreement, together with any Order Form or SOW, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

23. Contact

For questions about this Agreement, please contact us through our [Contact page](#).