

## Background Information

This is an addendum to the standard YouTube API Services Terms of Service and includes important information on access to YouTube API Services endpoints relating to Channel Memberships. Please review the terms of the Addendum and include the necessary information below. Please verify that the contact information is correct and that the person listed is an authorized representative from your organization. By clicking "I accept", you warrant and represent that: (i) you have full legal authority to bind Developer to this Addendum; (ii) you have read and understand the Addendum; and (iii) you agree, on behalf of Developer, to the terms of this Addendum. If you do not have legal authority to bind Developer or do not agree to these terms, do not click the "I accept" button below.

## Effective Date

2021-02-21 23:32 PST-US/Pacific

## Agreement

### **Addendum to the YouTube API Services Terms of Service for Channel Memberships API Endpoints**

This is an Addendum ("**Addendum**") to the YouTube API Services Terms of Service between Google LLC (which, with its affiliates, shall be referred to herein as "**Google**") and the entity agreeing to these terms (which shall be referred to herein as "**Developer**") and amends the YouTube API Services Terms of Service (currently located at <https://developers.google.com/youtube/terms/api-services-terms-of-service> and any successor URLs) (the "**API Services TOS**") solely as provided for in this Addendum. This Addendum is effective as of the date you click the "Accept and Sign Up" button below ("**Addendum Effective Date**"). Capitalized terms used but not defined in this Addendum will have the meanings given to such terms in the API Services TOS.

WHEREAS, Google makes available a product named Channel Memberships ("**Channel Memberships**"), and when it is enabled on an eligible YouTube channel by the channel owner ("**Channel Owner**"), it enables viewers to purchase a membership on that channel to get a badge, emoji and get access to members-only perks offered by the channel.

WHEREAS, Google may determine the specific data relating to Channel Memberships and make it available via the YouTube API Services ("**Memberships API Data**") as part of the YouTube Data API Service (the "**Memberships API Service**"). Google may, in its sole discretion, enable a Channel Owner to access and use Memberships API Data relating to their YouTube channel (including, enabling the Channel Owner to grant third party services that work with the Channel Owner access to such Memberships API Data).

WHEREAS, Memberships API Service (including Memberships API Data) can only be accessed and used by third parties with Google's prior written approval and with each Channel Owner's specific authorization consent grant (e.g., OAuth grant) to each such Google-approved third parties.

WHEREAS, Developer needs to access the Memberships API Service to deliver perks on behalf of Channel Owners at Channel Owners' request.

In consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Access to Channel Memberships API Service.** Developer is hereby granted access to Memberships API Service solely under the following conditions:

a. Developer agrees to access and use Memberships API Service (including Memberships API Data):

(i) solely for the purpose of delivering Channel Memberships perks of each Channel Owner that has granted authorization consent to Developer via means permitted by Google (“**Consented Channel Owner**”),

(ii) only with active and valid authorization consent from each Consented Channel Owner which the Developer must check each time before it accesses and uses Memberships API Service (including Memberships API Data) to deliver Channel Memberships perks on behalf of each Consented Channel Owner, and

(iii) solely in full compliance with the API Services TOS (including the Developer Policies currently located at <https://developers.google.com/youtube/terms/developer-policies> and any successor URLs) and with this Addendum at all times.

## **2. Termination.**

a. In addition to the suspensions and terminations to any access or use of YouTube API Services provided under the API Services TOS (including the Developer Policies), either party can terminate this Addendum at any time by providing a written notice (including email) to the other party.

b. Developer agrees to immediately stop accessing and using Memberships API Service (including Memberships API Data) in the event of (i) any suspension or termination of its access to, or use of, Memberships API Service or any other YouTube API Services, and (ii) in the event of any termination of this Addendum. In addition, Developer agrees to immediately stop accessing and using Memberships API Data relating to a Consented Channel Owner’s YouTube channel when that Consented Channel Owner revokes their authorization consent (e.g., OAuth).

c. Developer agrees to comply with all terms and obligations relating to (i) any revocation of authorization consents, and (ii) any suspension or termination of access to any YouTube API Services, as set forth in the API Services TOS (including the Developer Policies).

**3. Compliance with Law.** Developer agrees to (i) comply with all applicable laws and (ii) not create, include, combine, display, provide or otherwise use Memberships API Service and Memberships API Data in violation of applicable laws.

**4. Miscellaneous.** Each party represents and warrants that it has the power and authority to enter into this Addendum and to fully perform its obligations hereunder. Except as expressly amended by this Addendum, the API Services TOS (including the Developer Policies) will remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Addendum and the API Services TOS, the terms and conditions of this Addendum will govern and control. The parties may execute this Addendum in several counterparts, each of which is deemed an original and all such counterparts together constitute one and the same instrument.

## **Signatory Information**

Contracting Entity: Our Nevada Judges  
Url:  
Name: Alexander Falconi  
Title: Administrator  
Email: admin@ournevadajudges.com  
Address: 153 Sand Lake Street, Henderson, Nevada 89074  
Country: United States  
Phone: 775-391-9139  
Fax:

## Accept Agreement

**Note:** If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **Our Nevada Judges**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on  X  behalf of the entity that I represent.

Accepted and Agreed

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