

Whos Location

API Terms of Use

1. Welcome to the WhosOnLocation API Terms of Use!

As a condition to using WhosOnLocation's application programming interface or other data supplied by WhosOnLocation ("API"), you must comply with the following API Terms of Use. If you do not agree to these terms without limitations or exclusions, WhosOnLocation does not grant you a license to use the API.

The following are terms of a legal agreement (the "Agreement") between you, individually and/or as an agent on behalf of an entity or another registered user ("you"), and WhosOnLocation Limited ("WhosOnLocation", "we", or "us") that sets forth the terms and conditions for your use of WhosOnLocation's API (the "API Terms of Use"). The API is owned and operated by WhosOnLocation. The API, together with all tools, data, text, articles, design, source code, software, photos, images and other content or information made available through the API is collectively referred to in this Agreement as the "API Service." By accessing, browsing or using the API Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement between you and WhosOnLocation and to comply with all applicable laws and regulations.

We reserve the right to amend the API Terms of Use at any time and posting the revised API Terms of Use on the WhosOnLocation website (the "Site") shall be notice to you of such changes. You should check the API Terms of Use periodically for changes. Unless otherwise indicated, all changes shall be effective upon posting and will supersede all previous versions. Your continued use of the API Service after any change to the API Terms of Use constitutes your agreement to be bound by all provisions of the most current API Terms of Use as posted on the Site. If you disagree with the API Terms of Use or any changes to the API Terms of Use, your only option is to discontinue your use of the API Service.

Your use of the API Service is under the same confidentiality and privacy terms detailed in Clause 15; Confidentiality and Privacy, in our [General Terms of Use](#).

2. License to Use API Service

WhosOnLocation grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicenseable license to use the API Service for any lawful use that does not compete with products and services offered by WhosOnLocation on the terms set forth in this Agreement. The license shall continue for as long as we make the API Service available to you; provided, however, that the license will terminate immediately if you violate any terms of this Agreement. We may, in our sole discretion, with or without cause, modify, enhance, suspend, terminate or discontinue this license, or restrict your access to all or any part of the API Service at any time without prior notice or liability to you or anyone else.

WhosOnLocation does not undertake any obligation or responsibility to update or amend the API Service, or to provide support for your use of the API Service.

All data obtained from or provided by WhosOnLocation, regardless of the method of delivery, is explicitly prohibited from publication and distribution. Moreover, you represent that all data provided by WhosOnLocation to a user, regardless of the method of delivery, is not used for any competing purposes.

3. Compliance with Law

You agree to use the API Service only for lawful purposes. You are prohibited from any use of the API Service that would constitute a violation of any applicable central, federal, state or local laws, or in any manner that could give rise to any civil or criminal liability. In particular, any use or display any data, text, articles, design, source code, software, photos, images and other content or information made available through the API must be in full compliance with your local privacy laws and regulations. In summary, if you access the API Service you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

4. General Restrictions

You agree not to (i) modify, decompile or otherwise alter the API Service, (ii) use the API Service to reveal or display any non-public personally identifiable information of any user of the Site, (iii) use the API Service to defame, libel, threaten or harass any user of the Site or the API Service, (iv) query the API Service more than 100 times per minute per API key (the "Query Limitation") or otherwise knowingly attempt to circumvent the Query Limitation, or (v) use the data provided by WhosOnLocation, in any manner whatsoever (including, but not limited to via an API Service or data from the Site), for any competing uses or purposes. You further agree that you have never used data from WhosOnLocation, in any manner whatsoever (including, but not limited to via an API Service or data from the Site), in the past to compete with the products or services of WhosOnLocation.

5. Submissions to the Site

Any feedback, remarks, discussions, ideas, concepts, know-how, techniques, graphics or other submissions you make through the Site, including through any forums or other communications relating to the API Service (collectively, "Submissions"), shall be deemed and remain the property of WhosOnLocation, and WhosOnLocation is entitled to use any Submission for any purpose, without restriction or compensation to the individual who has provided the Submission. WhosOnLocation shall not be subject to any obligations of confidentiality regarding Submissions except as expressly agreed by WhosOnLocation or as otherwise required by applicable law. Nothing contained in this Agreement shall be construed as limiting WhosOnLocation's responsibilities and obligations under its [Privacy Policy](#).

6. Proprietary Rights

WhosOnLocation retains all right, title and interest, including without limitation all intellectual property rights, in and to the API Service, and any Submissions. Any unauthorized use of such material may violate copyright laws, trademark laws, the laws of privacy, and other statutes and regulations governing intellectual property. You shall agree to take such actions, including without limitation, execution of affidavits or other documents, as WhosOnLocation may reasonably request to effect, perfect or confirm any of WhosOnLocation's rights with respect to the API Service or any Submission.

7. Trademarks

The name "WhosOnLocation" (either alone or accompanied by the WhosOnLocation logo), the WhosOnLocation logo, WhosOnLocation.com, and all related logos (collectively the "WhosOnLocation marks") are trademarks or service marks of WhosOnLocation. Other company, product, and service names and logos used and displayed on the API Service may be trademarks or service marks owned by WhosOnLocation or others. The offering of the API Service shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the WhosOnLocation marks, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found in the API Service unless in accordance with written authorization by us. We prohibit use of any of the WhosOnLocation marks as part of a link to or from any website unless establishment of such a link is approved in writing by us in advance. Any questions concerning any WhosOnLocation marks, should be referred to helpdesk@whosonlocation.com

8. Attribution

If you use the API Service in connection with any website or with any application that makes reference to WhosOnLocation and is designed for use by third parties, whether for free or for

compensation, you must include the following notice in 8-point type or larger: "This website is not endorsed by, owned by or affiliated with WhosOnLocation Limited."

9. Fees

The API Service is currently offered free of charge. WhosOnLocation reserves the right to charge fees or royalties for use of the API Service in the future.

10. Changes to the API

We may modify or update the API Service from time to time. We will try to ensure, as far as possible, that future version(s) of the API Service are backwards compatible with at least the most recent previous version, but cannot guarantee that this will always be possible.

11. Disclaimer of Warranties

You expressly understand and agree to the following disclaimers to the extent permitted by applicable law:

Your use of the API Service is at your sole risk. WhosOnLocation does not warrant or guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of the API Service and WhosOnLocation disclaims liability for errors or omissions in the API Service. The API Service is provided on an "as-is" and "as available" basis, without any warranty, either express or implied. This does not affect those warranties that are incapable of exclusion, restriction or modification under the laws applicable to this Agreement or any warranties stated in our general [Terms of Use](#).

Any material downloaded or otherwise obtained through the Site or the API Service is acquired at your own discretion and risk and you will be solely responsible for any damage to your own computer system or loss of data that results from the download of any such material.

No advice or information, whether written or oral, obtained by you from WhosOnLocation shall create any warranty not expressly stated in these API Terms of Use.

12. Indemnification

You agree to indemnify and hold harmless WhosOnLocation, any affiliates, any subsidiaries or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "WhosOnLocation Parties") from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the WhosOnLocation Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) your use of the API Service and any material you access using the API Service or by any other means, (ii) a third party's use of such material

that you access using the API Service and make available to such third party, or (iii) your violation of this Agreement or any applicable law. You further agree that you will cooperate fully in the defense of any such claims. WhosOnLocation Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the relevant WhosOnLocation Parties.

13. Limitation of Liability

You agree to the following limitation of liability to the extent permitted by applicable law:

To the maximum extent permitted by law, we exclude all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any consequential loss or damage (including but not limited to damages for lost profits, business interruption, goodwill or other intangible losses of any kind) resulting, directly or indirectly, from any use of, or reliance on, the API Service or Site.

If You suffer loss or damage as a result of our negligence or failure to comply with these Terms, any claim by You against us arising from our negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the License Fees paid by You in the previous 12 months. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 22 of our general [Terms of Use](#).

This clause 12 does not apply to limit our liability for personal injury, death, fraud or wilful misconduct.

14. Availability

The API Service not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. By offering the API Service no distribution or solicitation is made by WhosOnLocation to any person to use the API Service in jurisdictions where the provision of the API Service is prohibited by law.

15. Support

While we may provide you with support or modifications for the API Service, we are not obligated to do so and have no obligation to fix or respond to errors you may encounter.

16. Relationship

Your use of the API Service does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership

relationship between you and WhosOnLocation. You have no power or authority to enter into any agreement for or on behalf of WhosOnLocation, or incur any obligation or liability of, or otherwise bind WhosOnLocation, and you agree not to attempt to do so.

17. Waiver

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

18. Applicable Law and Dispute Resolution

This Agreement and all other aspects of your use of the API Service shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. You agree that you will notify WhosOnLocation in writing of any claim or dispute concerning or relating to the API Service and the information or services provided through it, and give WhosOnLocation a reasonable period of time to address it before bringing any legal action, either individually or as a class member against WhosOnLocation. You agree to submit to the personal jurisdiction of the state and federal courts located in the City and County of San Francisco, California.

- 1.1. If the information or Data You are accessing using the API Services and the Site is solely that of a person who is a tax resident in New Zealand at the time that You accept these Terms then New Zealand law governs this Agreement and You submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with this Agreement.
- 1.2. If the information or Data You are accessing using the API Services and the Site is solely that of a person who is a tax resident in Australia at the time that You accept these Terms then Australian law governs this Agreement and You submit to the exclusive jurisdiction of the courts of Australia for all disputes arising out of or in connection with this Agreement.
- 1.3. If the information or Data You are accessing using the API Services and the Site is solely that of a person who is a tax resident in the United States of America at the time that You accept these Terms then the State of California law govern this Agreement and You submit to the exclusive jurisdiction of the state courts of San Francisco County, California or federal court for the Northern District of California for all disputes arising out of or in connection with this Agreement.
- 1.4. In all other situations this Agreement is governed by the laws of New Zealand and You hereby submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with this Agreement.

19. Additional Terms

Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this API Terms of Use Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

20. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

21. General Provisions

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assignees. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

22. Contacting Us

If you have questions regarding the API Terms of Use Agreement or the practices of WhosOnLocation, please contact us by e-mail at helpdesk@whosonlocation.com

These terms were last updated: **19th March 2016**
