



Application Developer and API Agreement

Last updated: 8 December 2021

As of December 8, 2021 (the, "Effective Date"), WhosOnLocation Limited, and its subsidiaries (collectively, "WhosOnLocation") have updated this Application Developer and API Agreement (the, "Agreement").

By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, You agree to be bound by this Agreement and its terms ("API Terms"). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to WhosOnLocation that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Subscriber", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

1. Definitions

"API"

means an API and any accompanying or related documentation, source code, SDKs, executable applications, and other materials made available by WhosOnLocation, including, without limitation, through its [WhosOnLocation API Documentation](#)

"API Service"

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.

2. License to Use API Service

WhosOnLocation grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non- sublicensable 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.

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. Notices and Right to Amend Agreement

We reserve the right to amend this Agreement at any time and posting the revised API Terms on the WhosOnLocation website (the "Site") shall be notice to you of such changes. However, as per Clause 3 "Scope and Intent" of our [Master Subscription Agreement](#) WhosOnLocation will make every effort to communicate these changes to You via email or notification via the Site of such changes. You should check the API Terms 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 constitutes your agreement to be bound by all provisions of the most current API Terms as posted on the Site. If you disagree with the API Terms or any changes to the API Terms, 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 Master Subscription Agreement.

4. 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.

5. General Restrictions

You agree not to:

Modify, decompile or otherwise alter the API Service,

- I. Use the API Service to reveal or display any non-public personally identifiable information of any user of the Site,
- II. Use the API Service to defame, libel, threaten or harass any user of the Site or the API Service,
- III. 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
- IV. 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.
- V. You must comply with all restrictions set forth in this Agreement, and the Privacy Policy, in all uses of the API Service, and in Publishing Applications. If WhosOnLocation believes, in its sole discretion, that Subscriber has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Subscriber pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Subscriber.
- VI. In order to use and access the API, Subscriber must obtain API credentials (referred to as a "Token" or a "Key"; hereafter referred to as "Token") and at all times shall keep such Token and all Login information secure and shall use the Token as Subscriber's sole means of accessing the API.
- VII. Applications shall not, in any manner, display any form of advertising within or connected to any Service Data received by any Subscriber, Agent or End-User.

6. 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.

7. 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.

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to WhosOnLocation any of Subscriber's Intellectual Property Rights in its Applications or Subscriber's Marks or other technology, and nothing in this Agreement transfers or assigns to Subscriber any of WhosOnLocation's Intellectual Property Rights in the Services, the API, the Marks, or WhosOnLocation's other technology or the respective Intellectual Property Rights in any Service Data of WhosOnLocation or its Subscribers, Agents or End-Users.

8. 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 support@whosonlocation.com

9. 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, unless an agreement in writing between You and WhosOnLocation is reached prior to that connection being published 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."

10. 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.

11. 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.

12. 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 Master Subscription Agreement.

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.

13. 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.

14. 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 [Master Subscription Agreement](#).

This clause 14 does not apply to limit our liability for personal injury, death, fraud or willful misconduct.

15. 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.

16. Support

This Agreement does not entitle Subscriber to any support for the API Service, unless Subscriber makes separate arrangements with WhosOnLocation for such support. Subscriber is solely responsible for providing all support and technical assistance to End-Users of its Applications and Subscribers who access, deploy and/or purchase its Applications. Subscriber acknowledges and agrees that WhosOnLocation has no obligation to provide support or technical assistance to the users of Applications and Subscriber shall not represent to any such users that WhosOnLocation is available to provide such support. Subscriber agrees to use commercially reasonable efforts to provide reasonable support to users of its Applications.

17. 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.

18. 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.

19. 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 Clause 23.5. Governing law and jurisdiction: of our [Master Subscription Agreement](#).

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. Term and Termination

This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 20 (the, “Term”). Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Subscriber violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Subscriber hereunder. Upon termination of this Agreement for any reason, Subscriber shall cease using, and either return to WhosOnLocation, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Subscriber’s possession and shall certify to WhosOnLocation that such actions have occurred. Clauses 22.7. “Expiry or termination” of the [Master Subscription Agreement](#) applies and Clauses 8.1, 8.7, 15, 19, 20, 21, and 22 of the MSA shall survive termination of this Agreement.

23. Contacting Us

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

These terms were last updated: 6 December 2021