

E.U.L.A. for USA and Canada - Zip Code API

1. Acceptance of Terms

This ZipCodeDownload API Terms of Service document (the “API TOS”) is an agreement you must accept in order to use the ZipCodeDownload API (as described below). This document describes both your rights and your obligations as part of using the ZipCodeDownload API. It is important that you read it carefully because you will be legally bound to these terms. ZipCodeDownload LLC. (“ZipCodeDownload” “we” “us”) only provides the ZipCodeDownload API to you subject to this API TOS. By accepting this API TOS or by accessing or using the ZipCodeDownload API, you agree to be bound by this API TOS (including the Privacy Policy, Brand Guidelines, and general Terms of Service, which are incorporated here by reference). If you are entering into this API TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this API TOS. In that case, the terms “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with this API TOS, you may not use the ZipCodeDownload API. You acknowledge that this API TOS is a contract between you and ZipCodeDownload, even though it is electronic and is not physically signed by you and ZipCodeDownload, and it governs your use of the ZipCodeDownload API.

2. API Key Definitions

1. Application

Any software application, website, or product you create or service you offer using the ZipCodeDownload API (defined below).

2. API Documentation

The documentation, data and information that ZipCodeDownload provides regarding the use of the ZipCodeDownload API through the Developer Site.

3. Data

Means any data and content uploaded, posted, transmitted or otherwise made available by users via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.

4. Developer Site

ZipCodeDownload’s Developer site found at <https://ZipCodeDownload.com/ZipCodeApi>

5. ZipCodeDownload API or “our API”

The publicly available ZipCodeDownload Application Programming Interface (“API”) as well as the related API Documentation.

6. ZipCodeDownload Brand

The ZipCodeDownload brand and brand assets, including names, logos, trade names and trademarks.

7. ZipCodeDownload Service(s)

ZipCodeDownload's zip code and postal code services and related systems and technologies, as well as the website <http://ZipCodeDownload.com> (the “Site”), and all software, applications, data, reports, text, images, and other content made available by or on behalf of ZipCodeDownload through any of the foregoing. The “Service” does not include Data or any software application or service that is provided by you or a third party (including Applications), whether or not ZipCodeDownload designates them as “official integrations”.

3. API License

As long as you follow this API TOS, ZipCodeDownload grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the ZipCodeDownload APIs with your Application. Your license is subject to the limitations set forth in Section 4.2 through 4.11 and Section 9 below, and you agree that violation of Section 4 will automatically terminate your license to use the ZipCodeDownload APIs.

4. Use of APIs and ZipCodeDownload Data

The following identifies limitations on use related to the ZipCodeDownload API:

a. Reliance on API.

ZipCodeDownload is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviors.

b. Applicable laws or agreements.

You may not use the ZipCodeDownload API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or ZipCodeDownload's other agreements to which you are subject.

c. Scope of acceptable use.

You may not use the ZipCodeDownload API or any other technology in a manner that accesses or uses any information beyond what ZipCodeDownload allows under this API TOS or the Documentation; that changes the ZipCodeDownload Service; that breaks or circumvents any of ZipCodeDownload's technical, administrative, process or security measures; that disrupts or degrades the performance of the ZipCodeDownload Service or the ZipCodeDownload API; or that tests the vulnerability of ZipCodeDownload's systems or networks.

d. Malware.

You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

e. Reverse engineering.

You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the ZipCodeDownload API or portion thereof;

f. Functionality.

You may not use the ZipCodeDownload API to replicate or compete with core products or services offered by ZipCodeDownload. You acknowledge and agree that ZipCodeDownload has or may in the future offer products or services that are similar to your Application, and nothing will prevent ZipCodeDownload from doing so;

g. Commercial Use.

You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the ZipCodeDownload API

h. Advertising.

You may place advertisements on and around your Application. However, you may not:

h.i. Place any advertisements within ZipCodeDownload Service channels, and your advertisements may not resemble or be reasonably likely to confuse users as being a ZipCodeDownload Service message;

h.ii. Use Data or any content from ZipCodeDownload in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or

h.iii. Use contact information obtained from ZipCodeDownload (including email addresses) to contact ZipCodeDownload users outside of ZipCodeDownload without their express permission.

5. Use of ZipCodeDownload Brand or Marks.

You must not use the ZipCodeDownload Brand in a way that suggests your service is endorsed by, sponsored by, or associated with ZipCodeDownload.

6. Storage of Data

a. Caching Data.

Where Data is cached, you should refresh the cache at least every 24 hours.

b. Secure Storage Measures.

All Data should be stored and served using encryption.

c. Delete at User Request.

You must delete all Data you have collected from a ZipCodeDownload user upon request by that user, and when the ZipCodeDownload user deauthorizes your Application or closes his or her account with you. Similarly, when a team stops using your Application, you should delete all Data obtained from that team. The restrictions of this Section do not apply to Data that ZipCodeDownload users also provide directly to you and that is separately entered or uploaded to you by the user of your Application.

d. Deletion at Termination.

If we terminate your use of the ZipCodeDownload APIs for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the ZipCodeDownload APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require a ZipCodeDownload user to delete Data stored in ZipCodeDownload if the ZipCodeDownload user is prohibited from accessing the ZipCodeDownload API.

e. No Other Storing.

You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

7. our User Agreement and Privacy Policy

If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact ZipCodeDownload users. Your privacy policy must be at least as stringent and user-friendly as ours.

8. Security Measures

a. Protections.

The network, operating system and software of your web servers, databases, and computer systems (collectively, "Your Systems") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

b. Reporting.

You must promptly report any security deficiencies in, or intrusions to, your Systems to ZipCodeDownload in writing via email to support@zipcodedownload.com or subsequent contact information posted on the Developer Site. This includes any unauthorized access, use, disclosure or destruction of Data. You will work with ZipCodeDownload to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application,

ZipCodeDownload APIs or Data, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from ZipCodeDownload in each instance.

Ownership

9. As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) ZipCodeDownload APIs, Documentation, and all elements and components thereof; (2) Data; (3) ZipCodeDownload Services; and (4) Brand Features (collectively, the “ZipCodeDownload Materials”). Except for the express licenses granted in this API TOS, ZipCodeDownload does not grant you any right, title, or interest in the ZipCodeDownload Materials. You agree to take such actions as ZipCodeDownload may reasonably request to perfect ZipCodeDownload’s rights to the ZipCodeDownload Materials.

10. Term and Termination

a. Duration of Terms.

This API TOS will go into effect on the date upon which you agree to them, by accessing or using the ZipCodeDownload API, and will continue until terminated as set forth herein.

b. Your Right to Terminate.

You may terminate this API TOS by discontinuing use of our APIs.

c. Suspension; Termination.

We may change, suspend or discontinue the ZipCodeDownload API and suspend or terminate your use of the ZipCodeDownload API, the ZipCodeDownload Service, and/or ZipCodeDownload Brand at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application’s access to the ZipCodeDownload API if it, in our sole discretion, may negatively affect our Service or our ability to provide our Service.

11. Effect of Termination.

Upon termination of this API TOS:

a. All rights and licenses granted to you will terminate immediately;

b. You will promptly destroy Documentation and any other ZipCodeDownload information in your possession or control that was received under this API TOS;

c. Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the ZipCodeDownload APIs. ZipCodeDownload may request that you certify in writing your compliance with this section; and

d. ZipCodeDownload will make commercially reasonable efforts to remove all references and links to your Application from its Services (ZipCodeDownload has no other obligation to delete copies of, references to, or links to your Application).

12. The following sections of this API TOS shall survive any termination, Sections 4 (“Use of the APIs and ZipCodeDownload Data”), 5 (“Use of ZipCodeDownload Brand or Marks”), 6.4 (“Delete at User Request”), 6.5 (“Deletion at Termination”), 7 (“Your User Agreement and Privacy Policy”), 8 (“Security Measures”), 11 (“Ownership”), 12 (“Term and Termination”), 13 (“Other Important Terms”), 14 (“Disclaimer of Warranties; Limitation of Liability; Indemnity”), 15 (“Dispute Resolution”) and 16 (“General Legal Terms”).

13. Other Important Terms.

a. Legal Representations.

You represent and warrant to ZipCodeDownload that, excluding ZipCodeDownload Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and

that use of your Application by ZipCodeDownload and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.

b. Modification of the API TOS.

We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOS, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the Developer Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the ZipCodeDownload API. If any change is unacceptable to you, then your only recourse is to cease all use of the ZipCodeDownload API. Your continued access or use of the ZipCodeDownload API will mean that you agree to the updates and modifications.

14. Disclaimer of Warranties; Limitation of Liability; Indemnity

a. NO WARRANTIES.

THE ZIPCODEDOWNLOAD API AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND ZIPCODEDOWNLOAD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ZIPCODEDOWNLOAD DOES NOT WARRANT THAT THE ZIPCODEDOWNLOAD API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ZIPCODEDOWNLOAD API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM ZIPCODEDOWNLOAD OR THROUGH THE DEVELOPER SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TOS.

b. LIMITATION ON LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL ZIPCODEDOWNLOAD BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, FIVE HUNDRED (\$500) U.S. DOLLARS, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, ZIPCODEDOWNLOAD’S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

c. Indemnity.

You agree to defend, hold harmless and indemnify ZipCodeDownload, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users’ use of the Application, ZipCodeDownload API or Data, use of ZipCodeDownload Brand, or violation of this API TOS, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action.

15. Dispute Resolution

a. This API TOS and any claim, cause of action or dispute (“Claim”) arising out of or related to this Agreement shall be governed by the laws of the state of Utah, United States, regardless of your country of origin or where you access the ZipCodeDownload Service, and notwithstanding any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and ZipCodeDownload agree that all Claims arising out of or related to this Agreement must be resolved exclusively in the courts located in the county of San Francisco, Utah or the U.S. District Court for the Northern District of Utah. You and ZipCodeDownload agree to submit to the personal jurisdiction of the courts located within the county of San Francisco, Utah or the Northern District of Utah, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts for the purpose of litigating all such Claims. Notwithstanding the above, you agree that ZipCodeDownload shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

16. General Legal Terms

a. Legal Representations.

You represent and warrant to ZipCodeDownload that, excluding ZipCodeDownload Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by ZipCodeDownload and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.

b. Modification of the API TOS.

We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOS, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the Developer Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the ZipCodeDownload API. If any change is unacceptable to you, then your only recourse is to cease all use of the ZipCodeDownload API. Your continued access or use of the ZipCodeDownload API will mean that you agree to the updates and modifications.

c. ZipCodeDownload will make commercially reasonable efforts to remove all references and links to your Application from its Services (ZipCodeDownload has no other obligation to delete copies of, references to, or links to your Application).

15. Dispute Resolution

a. Severability.

If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.

b. Language.

Where ZipCodeDownload has provided you with a translation of the English language version of this API TOS or any document referenced in this API TOS, you agree that the translation is provided for your convenience only and that the English language version of any such document, will control.

c. Notice and Service of Process.

We may notify you via postings on the Developer Site or via the email address associated with your Application or ZipCodeDownload Service account. ZipCodeDownload accepts service of process by mail or courier at the physical address set forth in Section 16.9 below. Any notices that you provide without compliance with this section shall have no legal effect.

d. Entire Agreement.

You may not assign or delegate any rights or obligations under this API TOS, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this API TOS, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, ZipCodeDownload Technologies, Inc. for any third party that assumes our rights and obligations under this API TOS.

e. No Informal Waivers, Agreements, or Representations.

Our failure to act with respect to a breach of this API TOS by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any ZipCodeDownload affiliate shall be deemed legally binding on any ZipCodeDownload affiliate, unless documented in a physical writing hand signed by a duly appointed officer of ZipCodeDownload.

f. Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Developer Site or ZipCodeDownload Service or any ZipCodeDownload APIs, or other material used or displayed through the ZipCodeDownload Developer Site or ZipCodeDownload Service.

g. Assignment and Delegation.

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

h. Potential Other Rights and Obligations.**i. How to Contact Us.**

If you have questions or comments about this API TOS, or wish to make use of our ZipCodeDownload API in any way not permitted by this API TOS, please contact us via email at support@zipcodedownload.com or by physical mail at:

Zipcodedownload llc
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