API Terms of Service

This Terms of Service (the "**TOS**") describes your the rights and responsibilities ("**You/Customer**") when accessing: (i) our publicly available application programming interfaces (the "**APIs**"), related API Documentation ("**API Documentation**") and the data contained in our APIs ("**API Data**"); (ii) our online hosted services; (iii) the data and information provided to you by us (including, without limitation, through our online hosted services); and (iv) any other technology, platform, dashboard or software of ours' (or our licensors) provided by us to you that provides or allows you to access any of the foregoing (i) through (iv) collectively, the "**Service**").

By accessing and/or using our Service, you agree that you have read, understood, and accept the TOS. You should also note that by accepting the TOS or by accessing or using our Service, you agree to be bound by our **Privacy Policy** and **Terms of Use**, which are incorporated here by reference. It is important that you read all terms carefully because you will be legally bound to these terms.

For the purpose of this TOS, wherever the context so requires the term "You", "Your", "User" shall mean any natural or legal person, and are of legal age to form a binding contract with Us. By accepting this TOS you are also representing that you are not barred from using or receiving the API's under the applicable laws of the India or other countries including the country in which you are resident or from which you use the APIs. The term "We", "Us", "Our" "Company" shall mean **Xacmaz Technology Pvt. Ltd.** (using trade name "**Blue Sky Analytics"**), our subsidiaries, and affiliated entities, *if any*. If you are accepting the TOS on behalf of the Customer, you represent that you have the authority to accept this TOS, and bind such entity to the terms contained here. In such case, the terms "**you**" or "**your**" shall also refer to the Customer. If you do not have such authority, or if you do not agree with this TOS, you should not use the Service.

1. How do you get access to our Services?

You will need to Register and create an account. For the purpose of accessing and using our Services you will need to register and create an account, you shall provide us with true and correct contact information. Please update the said information as and when necessary.

Once you have successfully registered and provided such information as may be required by us, you will be given an API license key(s) ("**API Key**") relating to the APIs which will give you access to the public endpoints. If you want access other endpoints, you may need to subscribe to our subscription plans as may be notified from time to time.

All activities that occur related to your account and API Key(s) are your responsibility. You agree to keep such account information and API Key(s) information confidential. You shall not share or provide access to the user account to any third-party except your employees. In any event if you share your account details and/or or API Key(s) information with any third party it shall be solely your responsibility. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. You shall not use the API Key(s) for any purpose other than as necessary to exercise rights granted under the TOS. In the event that you suspect that your account may have been compromised, you must immediately notify us. If we find a security breach or suspected security breach of your account, we may require you to change your password, and/or temporarily or permanently block your account without us incurring any liability.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences of any such breach.

2. What are the different plans that we provide?

Subscription Plan: We will provide details regarding the number of calls and payment amount via email at the address provided by you. Please ensure that the contact details and email address provided are correct and up to date at all times.

Please note that any email/invoice raised on you pursuant to this API TOS will be an integral part of the said terms of service. In the event of any conflict, the API TOS shall prevail to the extent of the conflict.

Starter Plan: We are also providing limited Services for free for the purposes of testing the use and efficacy of the said data with a limit of 300 calls per month ("**Starter Plan**"). Once the Starter Plan is over, if you want additional calls, you can contact our team for a subscription plan.

3. How does payment work?

We will we raising an invoice at the end of the month. Full payment must be received within fifteen (15) days from the invoice date. Payment obligations are non-cancellable, and fees are non-refundable and, except as expressly stated in the TOS, fees paid are non-refundable.

We reserve the right to change the subscription plan, and will notify you regrading the same. The new or modified subscription plan (unless otherwise notified) will effective start from the next monthly billing cycle.

In the event you choose to downgrade any subscriptions from a premium paid plan to a free basic plan, you will remain responsible for any unpaid fees under the paid plan, and we shall not be liable to make any refunds or offset the payment payable for the basic plan. Even if you change from a paid plan to a free plan, we will not be liable to refund any money, and Services under the prior paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term.

Fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively "**Taxes**"). You will be responsible for paying all Taxes associated with the its purchases of API, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, user will reimburse us for such withholding tax.

4. Do you have the right to downgrade the Services?

Yes, under certain circumstances specified here. If any fees owed to us by you (excluding amounts disputed reasonably and in good faith) is overdue for thirty (30) days or more, we may, without limiting our other rights and remedies, downgrade any fee-based Services to free plans until those amounts are paid in full, so long as we have given you ten (10) or more days' prior notice that your account is overdue. You acknowledge and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to the Services. We also encourage you to compare the subscription plans as may be notified from time to time.

5. What rights do you get on purchasing our Services?

Limited License. So long as you follow the terms provided here, we grant you a limited, non-exclusive, non-assignable, non-transferable, revocable license to (a) access and view the API Data; (b) use the Services to research, develop, test, and support any software application, website, or product; and (c) integrate our APIs with your Application (the term "**Application**" means any software application, website, or product you create or service you offer using the API). This means that you can use our API and API Data for very limited purpose, and cannot sell, rent, lease, sublicense, redistribute, or permit access to our API and/or API Data to any third party without our express consent. A more detailed list of terms which govern the grant of license is provided below under question #8.

6. Can we place certain limitations on use of Services?

Yes. We may set and enforces limits on your use of the Services (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented from time to time. If you would like to use any of our Services beyond these limits, you must obtain our express consent. To such approval, contact our team for information at **support@blueskyhq.in**. We reserve the right to employ security measures to monitor usage of the Services to ensure that you are in compliance.

7. Are there any restriction on the third-party data that we use? If yes, then what are such restrictions?

Yes. Third Party Data is subject to third party license agreements. In connection with the Services, we may make available certain data, content and information provided by third parties ("**Third-Party Data**"). All or some portions of Third-Party Data may be subject to separate third-party license agreements, including open source license agreements. Notwithstanding anything to the contrary in this TOS, such third-party license agreements will govern your use of such Third-Party Data and control and supersede the TOS to the extent of any conflict herewith. You are responsible for compliance with all third-party license agreements applicable to Third-Party Data. Such third parties may modify their license agreements and set use restrictions from time to time and it is your responsibility to check for updates to such license agreements or use restrictions. If a modification of any third-party license agreement, or use restrictions is unacceptable, you may discontinue use of the Services. Continued use of the Services will be deemed as an automatic acceptance of any such modifications.

8. Can you monetise your product developed on basis of our API?

Yes. You can charge a fee for the product that you create by using and integrating your Application with our APIs and API Data. But under no circumstance can you charge or monetise our APIs or our API Data.

9. Are there any specific terms that you need to follow for continued and uninterrupted use of the Services?

Yes. You are solely and fully responsible and liable to us for the activity that occurs on your account, including the acts or omissions of each authorized user on your account or any other person accessing or using the Service through or in connection with your account**.** You need to ensure that you shall not:

share your API Key with any third party and keep all login information secure. Accordingly, you should use the API Key as your sole mean of accessing the Services.

sublicense our Services to a third party.

use the Services in violation of any applicable law or regulation, or rights of any person, including our and/or any third party's intellectual property rights, and rights of privacy. You agree that you are solely responsible for: (a) your compliance with all applicable laws and regulations, and (b) monitoring any modifications to applicable laws. You further agree that you shall not use the Services in connection with collection or storage of any data from any persons' unless and until such person has validly consented to such collection of data.

use the Services in connection with building a competitive Service

use the Services in a manner that exceeds limits, or constitutes excessive or abusive usage.

break or circumvent any of our technical, administrative, process or security measures; disrupt or degrade the performance of the Services; or test the vulnerability of our systems/ networks.

pose a security vulnerability to our users.

replicate, or compete with our Services.

reverse engineer or otherwise derive source code, trade secrets, or know-how of Services.

use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

place any advertisements in relation to our Services. You may place advertisements on and around your Application. However, Your advertisements may not resemble or be reasonably likely to confuse users as being our Services or imply that we are endorsing your site or your products/Application.

create a browser or border environment around the content provided to you as a part of the Services.

misrepresent your relationship with us, our employees, members, officers or directors.

use our name, logo, trademark, trade names, service marks, domain names, and other distinctive brand features or other identifier without our express written authorization.

remove, conceal, or obliterate any copyright or other proprietary notice, source identifier, or credit line.

link from a website that could be construed as distasteful or offensive, obscene, defamatory, libelous, misleading, or being used for illegal purposes or that infringes upon any intellectual property or other right of any entity or person.

upload, post or otherwise transmit any data or content that is unlawful, harmful, threatening, abusive, harassing, tortious, discriminatory, defamatory, vulgar, obscene, libelous, invasive of another's privacy or without another's permission, hateful, or racially, ethnically or otherwise objectionable to any person for any reason (based on race, sex, religion, nationality, disability, sexual orientation or age), natural or corporate.

harm minors in any way; impersonate any person or entity, including, but not limited to, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

upload, post or otherwise transmit any falsified, composite, or otherwise non-authentic depictions of events, locations, landmarks, entities or persons (spoofs).

upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive our services and business.

upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

interfere with or disrupt our servers or networks or disobey any requirements, procedures, policies or regulations of networks connected to our Services.

promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, including, but not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites.

use your access as storage for remote loading or as a door or signpost to another home page, whether inside or beyond our site, without express written permission from us.

capture, copy or store any portions of the API and/or API Data or any aspects thereof (such as hashed or transformed data), except to the extent permitted by this TOS.

directly or indirectly impair or dispute the ownership of any part of the data.

encourage or assist any third-party to do any of the foregoing.

If any unauthorized use is made of the Services and such unauthorized use is attributable to you, you will have to pay us an amount equal to the Fees that we would have charged for such use together with interest at 8% per annum.

10. Do we have any responsibilities? What are our responsibilities?

Yes. You aren't the only one with responsibilities. We have some, too.

We make the Services available to you and your authorized users as described in the TOS; and (b) not use or process your data for any purpose not specified in our Privacy Policy without your prior written instructions. Provided, however, that "prior written instructions" will be deemed to include use of the Services by authorized users and any processing related to such use or otherwise necessary for the performance of this TOS.

Be assured that (a) the Services will perform materially in accordance with this TOS; and (b) subject to applicable law, and the "Downgrade for Non-Payment" (please see question #3), we will not materially decrease the functionality of a Service during a subscription term. For any breach of a warranty in this section, your exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime or periodic maintenance work. We expect planned downtime to be infrequent but will endeavour to provide you with advance notice, if we in our reasonable opinion think the interruption it may exceed five 5) continuous minutes.

11. Is your intellectual property over the Application protected?

Yes. You have complete ownership rights in relation to the Application. You will have complete ownership over the products or services you sell after integrating API with the Application. However, you will at no point have any rights over our Services including API, API Data, API Documentation or any content accessed through our APIs or associated with it. Subject to the rights and licenses granted under this TOS, you acknowledge and agree that, we are the sole owner of all rights, title and interest including, any and all worldwide copyright, patent, trademark, trade secret and other intellectual property rights in and to the all APIs, API Data (excluding any public domain data provided through the API), and/or API Documentation.

At no point will our performance of our obligations under this TOS or any term of the TOS will mean or confer upon you any right or license in or to the Services, APIs, API Data and/or API Documentation by implication, estoppel or otherwise.

12. Can you give us feedback on our Services?

Feedback is always welcome! The more suggestions you make, the better the our Services become. If you sends us any feedback or suggestions, there is a chance we will use it, so you grants us (for yourself and all your authorized users and other personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to you, any authorized user or other customer personnel. You further acknowledge that, by acceptance of your suggestion, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

13. Do you need to have any specific security measures in place to access and use our Services?

No. However, you should have reasonable security measures in place. Your operating system and software of your web servers, databases, and computer systems must be properly configured and use reasonable security measures to protect your users' information. We will at no point be responsible for any loss of data to you or your users.

14. Do you need to have any specific privacy policy governing the use of the Application?

Yes. You should have terms of use and privacy policy in place before the Application is offered to third parties. 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 us, our Services, and our users in any manner.

15. Can the use of Services and this TOS be terminated by us?

Yes. We can at any point change without notice, suspend or discontinue the Services, suspend or terminate your use of the APIs, and/or terminate this TOS if we reasonably believe that you are in violation of any of the terms provided here.

16. Do you have a right to terminate this TOS?

Yes. You may discontinue use of Services and/or terminate this TOS at any point.

17. Are you under any obligations once this TOS is terminated? If yes, what are these obligations.

Yes. Upon the expiration or termination of this TOS for any reason, you agree to delete and otherwise discontinue all uses of the APIs, and the API Data. You shall not access or use our Services in any manner. In no event will any termination relieve you of your obligation to pay any fees payable to us for any periods prior to the effective date of termination. All payments pursuant to this clause shall be made within thirty (30) days of the effective date of termination.

18. Can we change our API and/or TOS?

Yes. Our Services including APIs are still evolving, and will undergo changes from time to time. We will endeavour to provide advance notice of such changes.

We may also update or modify the TOS from time to time. Please take the time to periodically review this TOS for the latest information on our privacy practices. Your continued access or use of our Services after the date of the updated TOS constitutes your acknowledgment and agreement that you

have read, understood and accepted the terms of the updated TOS. If you do not agree to the updated TOS, you must stop accessing or using the Services with immediate effect. The "Last Updated" date at the top of this TOS, reflects the effective date of such terms.

19. Are there warranties provided with the Services?

No. All Services, APIs and Third-Party Data are provided on an "AS IS" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied including any implied warranties of merchantability, title, fitness for a particular purpose, non-infringement, accuracy, reliability, quality and completeness. We also make no warranties or provide any guarantee that the use of the Services, or Third-Party Data will be uninterrupted, secure or error free. You acknowledge and agree that you are relying on the Services at your risk.

20. Are you under any confidentiality obligations?

Yes. You and your authorised user are required to maintain certain confidentiality obligations. You shall keep your user account details, API Keys and all of your credentials confidential and make reasonable efforts to prevent and discourage any third party from using your credentials.

You shall also keep all our communications confidential at all times. Our confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without our prior written consent. Please note that confidential information does not include information that you may have independently developed, that was rightfully given to you by a third party without any confidentiality obligation, or that becomes public through no fault of your own. You may disclose our confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we should not receive notice.

21. Do you need to cite us as a source ?

Yes. You and your authorised user must provide clear and visible attribution to all its recipients of the source, i.e., our Services. You are required to communicate our logo, brand, name, and/or trademark as provided in our branding/trademark usage guidelines or in the documentation for the API. You are required to comply with this obligation whether you directly or indirectly provide or distribute our API (subject to this TOS) to the public in any form including your contribution in publication or any material which contains our API or any adapted or modified form of the API. For this purpose, we hereby grant to you a non-transferable, non-sub-licensable, non-exclusive license while the TOS are in effect to display the attribution for the purpose of promoting or advertising that you use our Services.

22. In the end there are some additional general terms that you should keep in mind:

Third Party Software: You acknowledge that effective utilization of the Services may require the use of a development tool, compiler and other software and technology of third parties ("**Third Party Software**"). You are solely responsible for procuring such Third Party Software and technology and the necessary licenses for the use thereof. We make no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

Publicity: You ****grant us the right to use your name and reference including and your logo (if any) screenshots, video, or other content with your reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to your standard branding/trademark usage guidelines as provided to us from time-to-time. We don't want to list users who don't want to be listed, so users may send us an email to **support@blueskyhq.in** stating that it does not wish to be used as a reference.

Limitation of Our Liability: Under no circumstances shall we be liable to you or any third party for any indirect, incidental, special, exemplary, consequential, or punitive damage including loss of profits, sales or business or loss of data, or for any amount in aggregate of the fees paid by you in the 1 (one) month preceding the event giving rise to your claim or if no fees apply then more than US $10. You specifically agree that you have relied on this limitation in determining whether to enter into this TOS.

Your Indemnity: You agree to defend, hold harmless and indemnify us, and our 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 our Services, Application, APIs, API Data, or violation of this 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.

Dispute Resolution: This TOS and any claim, cause of action or dispute ("**Claim**") arising out of or related to this TOS shall be governed by the laws of India, regardless of your country of origin or where you access the service from, and notwithstanding any conflicts of law principles. You agree that all Claims arising out of or related to this Agreement must be resolved exclusively in the courts located in the New Delhi, India.

Severability: If any provision of this TOS is found illegal, void, unenforceable, then the unenforceable provision will be modified to make it enforceable to the maximum extent possible in order to effect the intention of the provision intact. If the provision cannot be so modified, it will be severed and the remaining provisions of this TOS will not be affected in any way.

Entire Agreement: This TOS and any documents incorporated into this TOS by reference, constitute the entire agreement between you and us regarding the Services and supersedes all prior agreements and understandings between us.

Notices: We may notify you via the email address associated with your Application.

Waiver: Our failure to act with respect to a breach of this 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 shall be deemed legally binding on any us, unless documented in written form.

Force Majeure: Neither we nor you will be liable by reason of any failure or delay in the performance of its obligations under this TOS on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship: You and we are independent contractors. This TOS does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this Agreement under this TOU. You will not make any statement regarding your use of our Services which suggests partnership with, sponsorship by, or endorsement by us without our prior written approval.

Assignment: You may not assign or delegate any rights or obligations under this TOS, including in connection with a change of control. We may freely assign or delegate all rights and obligations under this TOs, fully or partially without notice to you.

Surviving Provisions: Provisions related to "Termination", "Intellectual Property", "Representations; Disclaimer of Warranties," "Limitation of Liability," "Indemnification," "Limitations on Indemnifications," and "General Provisions," will survive any termination or expiration of this agreement.

23. How to contact Us?

If you have questions or comments about this TOS, or wish to make use of our Services in any way not permitted by this TOS, please contact us via email on **support@blueskyhq.in**.