

TapTools API Terms of Use

Last Modified: August 27, 2024

Personal User Agreement (Publisher or Developer of no more than one website, domain, subdomain, or software application)

These Terms of Use (the "Terms") govern your access to and use of this application programming interface (the "API") and associated content, software, and applications (collectively, the "Service"). These Terms also include our Privacy Policy, which is located at <https://taptools.com/policy>. The Service is administered and maintained by Taptools, LLC, a Wyoming limited liability company ("TapTools"). The terms "we", "us" and "our" also refer to TapTools. The term "you" refers to the individual using this Service and/or your company or other legal entity. The term "Your Product" means and includes no more than one: website, domain, subdomain, software application, channel, bot, or service, which is owned and operated by you, and which you have registered as either a Publisher of Content or Developer using Content from this Service, and which is used by individuals for their own personal, non-commercial use.

Please read these Terms carefully. They contain important information regarding your legal rights, including limitations on TapTools' and certain third parties' liability, disclaimers of warranties, and a submission to jurisdiction. BY PURCHASING ACCESS TO THE API, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY.

1. Eligibility and Registration

In order to publish or use any Content in Your Product, you will need to register for a Product account (a "TapTools Developer Account"). You must be at least 18 years old to register for a TapTools Developer Account and to otherwise use the Service. During the registration process, we will ask you for information, including your name and other personal information to verify your identity, and a method of payment. We may, in our sole discretion, refuse to open a TapTools Developer Account for you, or limit the number of TapTools Developer Accounts that you may hold. In addition, if Your Product has more than 100,000 unique monthly visitors or users, as determined by TapTools based on sources selected by TapTools (which sources may include, by way of example, similarweb.com, Alexa.com, Google Play Store, and Apple Store), you may be required to upgrade to an Enterprise Use License. You may not use the Service if we have terminated any account of yours or banned you.

2. License

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by TapTools, its third-party providers, and other respective owners, if any. TapTools provides content through the Service that is copyrighted and/or trademarked work of TapTools or TapTools' third-party licensors and suppliers (collectively, the "Content"). For clarity, Content shall include all content accessed by you at any time, whether before or after the date you accepted these Terms.

Subject to these Terms, and your compliance with these Terms, TapTools hereby grants you a limited, personal, non-exclusive, non-sub-licensable (except as expressly provided below) and non-transferable license to use, reproduce, display, adapt, perform, and store the Content solely on Your Product, provided solely to end users of Your Product who are utilizing Your Product for their own personal, non-commercial purposes ("End Users").

Except for the foregoing license, you have no other rights to the Service or any Content, and you shall not, and shall not permit any End User to, except as permitted in the license grant above: modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, create derivative works of, reverse engineer, alter, enhance, provide access to, or in any way exploit the Service or Content in any manner. If you breach any of these Terms, the above license will terminate automatically.

3. Data Privacy and Security

We prioritize the privacy and security of our users' data. By using the Service, you acknowledge that you have read and understood our Privacy Policy and agree to the collection, processing, and storage of your

data as outlined therein. In addition, you are responsible for ensuring the protection of any data you handle or transmit via the API. If you or your users submit personal data to the API, you agree to comply with all applicable data protection laws, including GDPR and CCPA, where relevant.

4. Rate Limiting and API Usage

TapTools reserves the right to limit the number of API calls that you or Your Product can make per given time period (e.g., per minute, per hour, etc.) to prevent abuse and ensure optimal performance for all users. Such limitations may vary based on your API plan or level of service. Rate limits will be clearly communicated to you upon registration and may be adjusted by TapTools from time to time. You agree not to exceed these limits or attempt to circumvent them by any means, including, but not limited to, the use of multiple accounts.

5. Prohibited Activities

Except as expressly permitted by TapTools above, you shall not, and shall not permit any End User, to:

- Copy, modify, or create derivative works of the Service or any Content;
- Copy, manipulate, or aggregate any Content (including data) for the purpose of making it available to any third party;
- Trade, sell, rent, loan, lease, license, or provide any Content or access to the Service, whether commercially or free of charge;
- Use or introduce to the Service any data mining, crawling, "scraping", robot, or similar automated or data gathering or extraction method, or manually access, acquire, monitor, or copy any portion of the Service, or download or store Content (unless expressly authorized by TapTools);
- Make excessive requests for information or take any action that interferes with, disrupts, or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any Content, or speed or functionality of the Service;
- Introduce a virus, Trojan horse, worm, time bomb, or other malware to the Service, or use any device, software, or routine to bypass any software or hardware that prohibits volume requests for information;
- Violate, bypass, or circumvent any security measure intended to limit or prevent access to the API, Content, or Service; or otherwise attempt to gain unauthorized access to the Service, any Content, or to any computer systems or networks connected to the Service or any TapTools server, whether through hacking, password mining, unauthorized use of another's password/credentials, or any other means;
- Interfere with, disrupt, modify, reverse engineer, or decompile any data, Content, or functionality of the Service;
- Restrict, inhibit, or interfere with use of the Service by any other user (including by hacking the Service);
- Introduce or otherwise distribute through the Service any computer program that damages, interferes with, intercepts, collects, releases, or discloses any system, data, or personal information of ours or any third party;
- Except as provided herein, make use of any of our trademarks, service marks, trade names, or logos or those of any third party displayed on the Service; or modify or remove any copyright or other proprietary notice in the Content;
- Use the API, Content, or Service for or in connection with any activity that (i) violates any law, statute, ordinance, or regulation, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or (ii) involves proceeds of any unlawful or illegal activity.

Additionally, you acknowledge and agree that you (and not TapTools) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software, and services needed for you to access and use the Service and paying all charges related thereto.

6. Compliance with Laws & Third-Party Requirements

You are responsible for ensuring that your use of the Service complies with all applicable local, state, national, and international laws, including but not limited to data privacy laws like GDPR and CCPA, anti-money laundering regulations, and any other relevant regulations in your jurisdiction. In addition, if you integrate any third-party services through the TapTools API, you must also comply with the terms and conditions of those third-party providers.

7. Ownership and Intellectual Property

Except as expressly permitted by TapTools herein, you may not, and shall not, permit any End User to copy, reproduce, download, "screen scrape", store, transmit, broadcast, publish, modify, create a derivative work from, display, perform, distribute, redistribute, sell, license, rent, lease or otherwise use, transfer (either in printed, electronic, or other format) or exploit any Content, in whole or in part, in any way that does not comply with these Terms without our prior written permission.

As between TapTools and you, all Content is owned or controlled by TapTools. TapTools, its logo, and, except as noted below, all other product or service names or slogans displayed on the Service are registered and/or common law trademarks of TapTools or its suppliers or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of TapTools or the applicable trademark holder.

Nothing contained in these Terms grants you or any End User any interest in any of TapTools' or any third party's intellectual property. The use or misuse of TapTools' intellectual property, except as expressly permitted by these Terms, is prohibited. You shall, and shall require your End Users to, notify TapTools at support@taptools.io promptly upon becoming aware of any unauthorized access.

to or use of the Service by any individual or entity or of any claim that the Service infringes upon any copyright, trademark, or other contractual, statutory, or common law rights.

"TapTools" and all related logos, trademarks, service marks, and trade names are solely the property of TapTools. The absence of a name, logo, or other mark herein does not constitute a waiver of any and all intellectual property rights that TapTools has established. Other trademarks, names, or logos used on the Service are property of their respective owners. You are not authorized to use any of the foregoing. You acknowledge that TapTools and/or its providers own the copyright in and to all Content under the laws of the United States and other countries and have reserved all rights in and to such Content.

8. API Versioning and Modifications

TapTools reserves the right to modify the API, including changing or removing certain features, at any time without prior notice. We will provide notice for major API version changes that could impact your use of the Service. If any functionality becomes deprecated, you will be given a reasonable grace period to adapt your Product to the updated version of the API. Continuing to use the API after changes have been implemented will constitute acceptance of the updated API.

9. Service Level Agreement (SLA)

Unless otherwise agreed in writing, TapTools does not provide any guaranteed level of uptime or performance for the API. While we strive for maximum uptime, no SLA is offered as part of the standard API access. We recommend implementing appropriate fallbacks or retries in your Product in case of temporary outages.

10. Security Incident Notification

You are responsible for ensuring that your use of the API is secure. In the event of any security breach, including but not limited to unauthorized access, exposure, or misuse of API data or user credentials, you

must notify TapTools within 24 hours of discovering the incident. You agree to cooperate fully with any investigations initiated by TapTools in response to such breaches.

11. Feedback

This section does not apply to information supplied by you to the Service that can identify you personally. TapTools believes in protecting your privacy. Please visit <https://taptools.io/privacy> to review our current Privacy Policy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments, or suggestions to TapTools, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), all such Feedback is, and will be treated as non-confidential and non-proprietary. You hereby assign to TapTools all right, title, and interest in, and TapTools is free to use, without any attribution or compensation to you, any ideas, concepts, know-how, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing, and selling products and services based on or containing such Feedback. You also understand and agree that TapTools is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. TapTools may use aggregated and statistical data derived from Service usage.

12. Disclaimers and Limitation of Liability

THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES. NOTHING ON OR IN THE SERVICE SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY TAPTOOLS OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY TAPTOOLS.

THE SERVICE AND THE CONTENT PUBLISHED WITHIN THE SERVICE MAY INCLUDE INACCURACIES OR ERRORS. TAPTOOLS DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY, OR INTEGRITY OF THE SERVICE OR ANY CONTENT AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO, THE SERVICE OR THE CONTENT. TAPTOOLS MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE OR ANY CONTENT, OR THAT THE SERVICE OR CONTENT WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM, OR OTHER DATA OR INFORMATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TAPTOOLS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR OR ANY END USER'S ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL TAPTOOLS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR OR ANY END USER'S ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR

OTHERWISE ARISING OUT OF THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TAPTOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

Except to the extent prohibited under applicable law, you shall indemnify, defend, and hold harmless TapTools and its members, managers, directors, officers, employees, partners, consultants, contractors, service providers, agents, successors, and assigns from and against any and all suits, actions, proceedings, and claims by third parties, including, without limitation, End Users (whether threatened or actual), and all losses, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of, relating to, or in connection with: (i) your or any End User's use (or misuse) of or access to the Service or Content; (ii) publication of any Content on Your Product; (iii) your violation of any of these Terms; (iv) your or any End User's violation of any applicable law, rule, or regulation; (v) any claim that any information provided by or published on Your Product, including the Content, caused damage to, infringed upon, misappropriated, or otherwise violated the rights of any third party, including infringement, misappropriation, or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (vi) any dispute that you or any End User has with any third party relating to or in connection with Your Product, the Service, or Content. TapTools reserves the right, at its own cost, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with TapTools in asserting any available defenses and in the conduct of such defense.

14. Force Majeure

TapTools shall not be liable for any failure to perform its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, civil disturbances, government regulations, strikes, or failure of utilities, telecommunications, or any other force majeure event. In the event of such failure to perform, TapTools shall be excused from such performance for as long as such event continues.

15. Governing Law & Submission to Jurisdiction

These Terms and any and all claims, disputes, or other legal proceedings by or between you and TapTools, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Wyoming, without regard to any principles of conflicts of law. You agree that any action arising out of, relating to, or in connection with the Service and/or these Terms shall be litigated solely in a state or federal court of competent jurisdiction located in Wyoming, and you further irrevocably submit to the exclusive jurisdiction of such court and waive any objection to jurisdiction and venue (including on the basis of forum non-conveniens).

16. Termination

TapTools may terminate these Terms in the event you materially breach these Terms and fail to cure such breach within ten (10) days of notice thereof. Upon expiration or termination, all license rights hereunder shall cease, you shall immediately destroy all Content in your possession or control, and you shall have no further right to access or use the Service in any manner. TapTools reserves the right to terminate these Terms and your access to the API for any reason or no reason at all, upon providing you with notice. If your access is terminated for reasons unrelated to a breach of these Terms, TapTools may, at its sole discretion, provide you with a prorated refund for any unused portion of your subscription.

17. Modification of the Service

At any time and in TapTools' sole discretion, TapTools may (in whole or in part) modify, suspend, or discontinue the Service and/or any Content without notice, for any reason. You will not be charged for use of the Service after the date of any discontinuation. We shall have no liability to you or to any third party for any such modification, suspension, or discontinuance.

18. Changes to these Terms

We may change, update, add, or remove provisions of these Terms from time to time, without prior notice, by posting the Updated Terms. You will be required to click to accept the Updated Terms. If you do not click to accept the Updated Terms, you will not be permitted to use the Service. Your continued use of the Service following the posting of the Updated Terms constitutes your acceptance of the changes.

19. Survival of Obligations

The following provisions will survive any expiration or termination of these Terms: Sections on Ownership and Intellectual Property, Disclaimers and Limitation of Liability, Indemnification, Governing Law & Submission to Jurisdiction, and any other terms that by their nature should survive the termination or expiration of these Terms.

20. API Keys & Credentials

Upon registration, you will be issued API keys or credentials that allow access to the Service. You are responsible for safeguarding your API keys and ensuring they are used only by authorized personnel within your organization. You agree not to share, sell, or transfer your API keys to any third party. TapTools reserves the right to revoke or reset your API keys if unauthorized use is detected or suspected.

21. Dispute Resolution and Arbitration

You agree to first attempt to resolve any dispute related to these Terms or the Service through good faith negotiations. If the dispute cannot be resolved through negotiation, you agree to submit any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, to final and binding arbitration under the rules of the American Arbitration Association (AAA). The arbitration shall take place in Wyoming, USA, and shall be conducted in English. Any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, TapTools reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of its intellectual property rights or other proprietary rights.

22. Severability

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be deemed superseded by valid and enforceable provisions that, to the extent possible, fulfill the business purposes and intent of such invalid and unenforceable provisions.

23. Entire Agreement

These Terms, together with our Privacy Policy and any other terms or agreements referenced herein, constitute the entire agreement between you and TapTools relating to your use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and TapTools with respect to the Service.

24. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TapTools without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

25. Force Majeure

TapTools shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services.

26. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Wyoming, USA, without regard to its conflict of law principles. You agree to submit to the personal jurisdiction of the courts located within Wyoming for any actions arising from or relating to these Terms or your use of the Service.

27. Time Limitation on Claims

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued, or such claim or cause of action will be irrevocably waived.

28. General

In no event shall TapTools be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control. Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Service or publication or use of any Content, or any information provided to, or gathered by, us with respect to such use.

Any heading or section title contained herein is for convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.