

Terms of service for Whois API Database

Whois API LLC ("Whois API") provides Whois API Database (defined below) to you subject to the following conditions. This is a legal agreement between you and Whois API. In consideration of Whois API allowing you to use Whois API Database and by accessing Whois API Database you agree to be bound by the terms of this agreement ("Agreement").

1. Definition of Whois API Database

Whois API Database consist of archived whois database in both parsed and raw format for download as database dumps(MYSQL or MYSSQL dump) or CSV files. Currently The database includes major GTLDs: .com, .net, .org, .info, .us, .biz, .mobi, .pro, .coop. and .asia

You are granted a limited, revocable, nonexclusive license to use any data, images, text, content, tools or other information (collectively referred to as the "Whois API Properties") received via Whois API Database in accordance with the terms and conditions described herein. You agree that you will provide accurate information when signing up for a Whois API Database account. Whois API retains all rights not expressly granted by this Agreement.

You may only use Whois API Database and the Whois API Properties as follows:

- a. No Abuse. You may not use Whois API Database for abusive purposes, nor may the you use Whois API Database from applications designed to abuse computer resources accessible through any network—local, wide-area, or internet. Whois API does not collect your queries information and is not responsible for any potential abuse stemming from your client application. Abuse includes but is not limited to: unauthorized data mining, denial of service attacks, unauthorized computer system incursions, and any actions that violate applicable laws or regulations. You may not use Whois API Database in any manner that could damage, disable, overburden, or impair Whois API Database (or the network(s) connected to Whois API Database) or interfere with any other party's use and enjoyment of Whois API Database. You may not attempt to gain unauthorized access to Whois API Database, other accounts, computer systems or networks connected to Whois API Database, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Whois API through Whois API Database.
- b. Whois Data.
 1. Data usage. You may not use Whois contact information obtained through Whois API Database to for any usage where prohibited by applicable law. If you use Whois data from Whois API Database in your own application or service, you agree not to allow your users to use the Whois contact information to in a manner that voilates applicable law. In any case, Whois

API does not collect or analyze your query, you must be responsible for complying with all regulations and laws.

2. Display and Transfer. Whois API Database provide Whois data primarily for your internal use. You may display to third parties up to thirty (50) fields parsed from any given Whois record. You may also display complete records that are raw and unparsed. You may also use parsed data internally in applications or services that you provide to third parties. Except in the aforementioned cases, you agree not to transfer or sell parsed Whois data to third parties. "Parsed data" refers to specific data fields separated from the original record. Examples of such fields include, but are not limited to, registrant name, postal address, postal code, country code, phone number, and email address.

c. No Resale or Sublicensing. Except as allowed above, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey any information, software, products or services obtained from Whois API Database or Whois API Properties without prior written consent from Whois API. You may not allow other parties to use your Whois API Database account or login credentials.

2. Indemnification

You agree to defend, indemnify, and hold harmless Whois API and its affiliates, and each of their officers, directors, employees, agents, representatives, information providers and licensors, from any claims, costs, losses, damages, judgments and expenses, including but not limited to reasonable attorney's fees, relating to or arising out of any breach of this Agreement or any use of Whois API Database by you, or by any other person using Whois API Database through you or using your computer.

3. Warranty and Disclaimer

You understand and agree that Whois API Database are provided on an "as is" and "as available" basis. You expressly agree that use of Whois API Database is at your sole risk. To the maximum extent permitted by applicable law, Whois API disclaims all warranties of any kind, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Without limiting the foregoing, neither Whois API nor any of its affiliates, nor any of their officers, directors, licensors, employees or representatives represent or warrant (a) that Whois API Database, including its content, will meet your requirements or be accurate, complete, reliable, or error free; (b) that the service will always be available or will be uninterrupted, accessible, timely, or secure; (c) that any defects will be corrected, or that the service will be free from viruses, "worms," "trojan horses" or other harmful properties; (d) the availability for sale, or the reliability or quality of any products discussed or referenced in the service; (e) any implied warranty arising from course of dealing or usage of trade; and (f) that the service is noninfringing. Whois API and its affiliates hereby disclaim, and you hereby waive and release Whois API and its affiliates from, any and all

obligations, liabilities, rights, claims or remedies in tort arising out or in connection with this Agreement, Whois API Database, and Whois API Properties, whether or not arising from the negligence (active, passive or imputed) of Whois API or its affiliates. You acknowledge and agree that any content downloaded or otherwise obtained through Whois API Database is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from use of Whois API Database. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary from jurisdiction to jurisdiction.

4. Limitation of Liability

In no event shall Whois API, its affiliates, its suppliers, or any of their officers, directors, employees, agents, representatives, information providers, or licensors be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use Whois API Database, even if Whois API has been advised of the possibility of such damages. In any event, Whois API's cumulative liability to any user for any and all claims relating to the use of Whois API Database shall not exceed the total amount paid by the user for Whois API Database during the preceding three month period.

5. Termination

You may terminate this Agreement by ceasing to use Whois API Database and the Whois API Properties. Whois API reserves the right to terminate this Agreement (and/or your account) or discontinue Whois API Database or any portion or feature thereof for any reason and at any time at its sole discretion. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using Whois API Database, including the Whois API Properties, and any applicable portions or features thereof, and delete all Whois API Properties in your possession or control (including from your application and your servers).

6. Breach of Agreement

This Agreement will terminate automatically if you fail to comply with the terms of this Agreement. Upon termination of this Agreement, all rights and licenses granted in the Agreement shall immediately terminate. You will immediately delete any Whois API Properties or other Whois API proprietary information in your possession or control.

7. Modification of Agreement

Whois API may modify any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by posting a change notice or a new Agreement on the

Whois API web site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued use of Whois API Database or the Whois API Properties following Whois API's posting of a change notice or new Agreement on the web site will constitute binding acceptance of the change. Whois API may modify any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by posting a change notice or a new Agreement on the Whois API web site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued use of Whois API Database or the Whois API Properties following Whois API's posting of a change notice or new Agreement on the web site will constitute binding acceptance of the change.

8. Governing Law

This Agreement shall be governed by the laws of the State of California, U.S.A. Exclusive jurisdiction over disputes arising under this Agreement or regarding use of Whois API Services will be in the state and federal courts of and sitting in Collin County, Texas, U.S.A. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. In any litigation involving this Agreement or the use of Whois API Database, the prevailing party will be entitled to recover reasonable attorneys' fees.

9. Entire Agreement

This Agreement constitutes the entire agreement between you and Whois API regarding Whois API Database and supersedes any and all prior or contemporaneous representation, understanding, agreement or communication between you and Whois API regarding Whois API Services. Except as provided by Section 9, this Agreement may not be amended, varied or supplemented except by a writing executed by both you and Whois API that specifically references this Agreement and the provision(s) to be amended, varied or supplemented, and, without limitation of the foregoing, no provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance, or any other matter not set forth in a writing executed as provided above in this sentence.