

Atlan Grid API Trial License and Terms of Use

Last Update On: 21/10/2019

Thank you for being a part of the Atlan community.

By accessing or using the Atlan Grid API (defined below), you agree to these Atlan Grid API License and Terms of Use (“**Terms**”) with Peeply Private Limited and its Affiliates (“**we**”, “**our**”, “**us**” or “**Atlan**”). These Terms govern your use of the Atlan Grid API and associated Services (defined below), and may be updated by Atlan from time to time without notice to you. If you do not agree to any of these Terms, You shall not access or use the Data or Services. Your access or use of the Data and/ or Service constitutes acceptance of these Terms.

Atlan may change, suspend or discontinue the Services for any reason, at any time, including the availability of any feature or content. Atlan may also restrict your access to parts or all of the Services without notice or liability.

You can determine when these Terms were last revised by referring to the ‘Last Updated On’ at the top of these Terms. If You continue to access / use the Data or Service after such modification, You will be deemed to have read, understood and unconditionally agreed to such changes. Please read these Terms of Service carefully before accessing the Data or Services. By accessing or using the Data or the Services, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms (as revised from time to time).

1. Definitions

- a) “**Atlan Grid**” means Atlan’s proprietary external data repository primarily consisting of location data, including but not limited to socio-demographic parameters, physical infrastructure and points of interest data, geographic boundaries, weather and health data, consumer profiles by region, and more.
- b) “**Atlan Grid API**” means all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Atlan to retrieve Data from Atlan Grid based on the criteria identified by the User.

- c) **“API Key”** means the confidential unique alphanumeric code assigned to each User who meets with the Eligibility Criteria under Clause 3 (below). The API Key is required by the User to access the Data through the Interface.
- d) **“Personal Information”** means the Name, gender, sex, images, mobile number, email id and content which You knowingly disclose that is collected on an individual basis.
- e) **“Third-Party”** means any entity, organization, or individual outside of the intended User and Atlan.
- f) **“Data”** means data retrieved from Atlan Grid by selecting the criteria as made available and using the Atlan Grid API along with the API Key.
- g) **“Services”** means any and all services provided by Atlan on the Interface, related to the Atlan API Grid or any supporting visualization including the retrieval of Data and any related or ancillary services.
- h) **“User” or “you” or “your”** shall mean any person that accesses the API Grid either for themselves or on behalf of any organization.
- i) **“Interface”** shall mean the website made available at <https://atlan.com/> or <https://atlan.com/grid> or <https://api-grid.atlan.com/> or <http://grid.atlan.com> and any other subdomains and corresponding pages.
- j) **“Confidential Information”** means any and all proprietary and confidential information and trade secrets with respect to Atlan’s business, including without limitation information relating to its Data, API Key, Atlan Grid API, products, technology, processes, drawings, specifications, programs, models, financial information and projections, formulae, methods, techniques, composition, compound, development, plan, vendor information, customer information, research reports, know-how, developments, designs, improvements, software programs, products, regulatory compliance, forecast, personnel data, customer and supplier lists and other valuable business information & business affairs of Atlan in any form (including in writing, electronically, computerized, orally or otherwise) which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labelled as such).

2. General Disclaimers

- 2.1. User will use the Atlan Grid, the Atlan Grid API, Data and the Services in compliance with all applicable laws and regulations.
- 2.2. User is accessing the Interface, using the Services, retrieving Data and transacting at its sole risk.

- 2.3. User's access to the Interface and the User's API Key shall be subject to suspension/termination by Atlan at any time, at its sole discretion, for any or no reason.
- 2.4. All Users accessing the Interface, to avail the Services/ retrieve Data shall be solely responsible for maintaining the confidentiality of their API Key. User agrees to accept responsibility for all activities that occur under its API Key.

3. Eligibility Criteria

- 3.1. The Services and the Interface are available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. User represents and warrants that it has the right to access or use the Interface. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 are not eligible to use the Interface.
- 3.2. If the User is representing an organization (i.e. company, partnership, LLP, proprietorship, etc.), the User shall provide relevant documentation to establish that the organization has authorised the User.
- 3.3. Notwithstanding anything contained under herein, even if a User meets with the eligibility criteria as detailed herein, Atlan shall have the sole discretion to provide the User with an API Key or suspend / revoke or terminate the User's API Key.

Use Of Your Personal Information

In course of User registration on the Interface to access the Data with the API Key, the User may be asked to provide certain Personal Information to Atlan. Atlan's information collection and use policies with respect to the privacy of such information are set forth in the Privacy Policy available at [atlan-privacy-policy.pdf](#).

4. Trial License

Subject to these Terms, for evaluation purpose alone, Atlan grants the User a non-exclusive, non-transferable, non-sublicensable, restricted and revocable limited license to use the Data and Services in accordance with these Terms. You may not: a) use, copy, merge, or transfer the Data or the API Key except as provided herein; b) sublicense, rent or lease the API Key or the Data to any Third Party; or c) supply or provide copies of the Data to any third parties, or allow external use of the API Key or Data. This trial license shall expire within 90 (Ninety) calendar days ("**Term**"). On completion of the Term the API Key shall expire and the User shall erase the API Key and refrain from using the same post the Term or earlier termination. The User shall notify Atlan if it comes to the User's knowledge that the API Key remains accessible post termination or expiry. During the subsistence of the trial license, the User shall have the option to conduct a limited number of searches or calls in a day using the API Key, as determined by Atlan. All use of the Data retrieved through the searches from the Atlan Grid shall be subject to Restrictions as detailed under Clause 7.

5. Termination

Atlan reserves the right to terminate the User's API Key for any reason or no reason at the sole discretion of Atlan with no liability towards the User. Reasons for termination may include, but are not limited to: (a) the User being in breach of these Terms; or (b) the User ceasing its business operations or becomes subject to insolvency proceedings.

6. Effects of Expiry or Termination

If the API Key expires or is suspended / terminated, then: (a) the rights granted by Atlan to the User will immediately cease, including any access to Atlan Grid API or Data which will be immediately revoked; and (b) the User must irrevocably and irrecoverably delete or destroy all Data and any other Intellectual Property and derivatives thereof and provide a written confirmation of the same to Atlan within 7 (Seven) days of expiry or termination. Upon termination, the User's API keys, and any right to access and use the Data / Services will terminate immediately.

The following will survive expiration or termination of these Terms / API Key:

- **Storage and Deletion of Atlan's Data**

Unless the User enters into a separate license agreement with Atlan which specifically extends the Term, the User can only temporarily store Data returned from the Atlan Grid APIs for up to 90 (ninety) consecutive calendar days.

On the date the API Key expires or is terminated / suspended, the User must, at its own expense, irrevocably and irrecoverably delete or destroy all Atlan Grid Data, any other Intellectual Property, and derivatives thereof. The User must certify the same in writing within 7 (Seven) days from Expiry or Termination.

7. Restrictions on Use

Note: The phrase "User will not" means "User will not, and will not permit a third party to".

The User will not:

- A. Copy, reproduce, modify, create derivative works of, reverse engineer, decipher, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code or content from the Data or Services
- B. Sublicense, transfer, distribute or otherwise reveal to any third party whatsoever any of the Services or Data or other intellectual property of Atlan
- C. Disclose, sell, resell, publish, commercialize in any way, or otherwise make the Services or Data or other intellectual property of Atlan available.
- D. Access or use the Data or Services:

- a. For illegal activities or activities which are likely to be a security threat to any country;
 - b. In a manner intended to avoid incurring Fees (if applicable);
 - c. On behalf of or for the benefit of any entity or person who is legally prohibited or prohibited by Atlan from using the Data or Services; and
 - d. For any activity which may damage the reputation or goodwill of Atlan, as determined by Atlan at its own discretion
- E. The User will also not engage in any of the following activities like i) scraping; ii) caching or storing Atlan Data or other intellectual property beyond the timeline as mentioned under these Terms; iii) creating content/ derivatives from the Data; iv) re-creating Atlan Data or Services; v) Accessing the Data or Services in order to build a similar or competitive service; vi) Use the Data or Services for any comparisons of products, programs or services of any kind; v) Allow any other Third-Party to access the API Key provided for the User; vi) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to access Atlan Grid or the Data or Services. The User may not bypass any measures used by Atlan to prevent or restrict access to the Data or Services; vii) Attempt to gain access to any API Keys, data, files, or passwords related to the Data or Services through hacking, password mining, or any other such means; viii) Interfere or disrupt Atlan servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of Atlan (including the enabling of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, adware, spyware or other computer programming routines designed or intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information); ix) Use the Data and Services in a manner which falsely suggests or implies that some other product/content is related to Atlan or Atlan Grid; and x) Take any action that imposes or may impose (in Atlan's sole discretion) an unreasonable or disproportionately large load on Atlan's technical infrastructure

User shall notify Atlan promptly in writing in the event of any unauthorized disclosure or use of Atlan Grid or Data or Services, or any other intellectual property. The User shall cooperate fully with Atlan to cure any such unauthorized disclosure or use.

8. Acknowledgements & Attribution

Any User application, content or reports that uses Data will provide appropriate acknowledgement, in terms of: (A) credit to Atlan and mention of the use of the Atlan Data; and (B) state that use of the Data is subject to the

then-current versions of Atlan's Terms. At Atlan's request, User will submit User application(s) and content along with acknowledgement information to Atlan for review to ensure compliance.

9. Confidentiality

The User will use Atlan's Confidential Information only to exercise its rights and fulfill its obligations under the Terms.

For any Confidential Information provided by the User or by Atlan, the recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient will protect against the unauthorized use, access, or disclosure of Confidential Information in the same manner as the User protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

The recipient shall not disclose, disseminate or otherwise publish or communicate Confidential Information received hereunder to any person, firm, corporation or other third party without the prior written consent of Disclosing Party except as required by law after giving reasonable notice to the Disclosing Party.

The recipient may disclose the other party's Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (a) promptly notify the other party of such disclosure before disclosing; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure.

The restrictions on disclosure shall not apply to Confidential Information that is

- i) Already known by recipient;
- ii) Becomes, through no act or fault of recipient, publicly known;
- iii) Received by recipient from a third party without restriction on disclosure or use; or
- iv) Independently developed by the recipient without reference to Confidential Information.

10. Equitable Relief

The User acknowledges and agrees that in the event of a breach or threatened violation of Atlan's intellectual property rights and confidential and proprietary information, Atlan will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms.

11. User Data

User Content

- i) Any User content, such as but not limited to IP addresses, User credentials, access times and dates, latitude-longitude coordinates or other geographic boundaries to be enriched, can be retained by Atlan. The User acknowledges and agrees that Atlan may use and retain this data to provide and improve Atlan Services and products.
- ii) Atlan is granted an unrestricted, nonexclusive, perpetual, royalty-free, worldwide, transferable and irrevocable license and right to this information which can be used to improve Atlan's Data and Services. No attribution, financial compensation, or notice needs to be provided to Users.
- iii) Atlan reserves the right to delete or remove any User content in our sole discretion.

User Feedback

- i) If the User provides Atlan feedback or suggestions ("**Feedback**") about the Data or Services, then Atlan may use that information without obligation to the User, and the User irrevocably assigns to Atlan all right, title, and interest in that Feedback.
- ii) Atlan shall have the right to use such Feedback and related information in any manner it deems appropriate. Atlan will treat any Feedback the User provides to as non-confidential and non-proprietary.

Cookies

A *cookie* is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you've visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. Some parts of the website may use cookies to track user traffic patterns. We do this in order to

determine the usefulness of the information to our users and to see how effective our navigational structure is in helping users reach that information. Atlan does not correlate this information with data about individual users, nor does it share this information or sell it to any third party.

12. Intellectual Property & Rights

Except as expressly stated in these Terms, these Terms do not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Atlan owns all Intellectual Property Rights in the Atlan Grid, Data and Services.

Atlan Data and Services

- i) The User acknowledges and agrees that the Atlan Data and Services are works for purposes of copyright law, and embody valuable, confidential, trade secret information of Atlan, the development of which required the expenditure of substantial time and money.
- ii) Atlan retains exclusive ownership of any and all rights, title and interest (including all intellectual property rights) in all the Atlan Data and Services, and the User shall not acquire any rights, express or implied, in the foregoing by virtue of these Terms other than otherwise expressly set forth.
- iii) Any unauthorized use of the Atlan Data or Services or any other intellectual property may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations and is prohibited. In the event of a violation, Atlan reserves the right to seek all remedies available at law and/or in equity.

13. Indemnity

User agrees to indemnify, defend and hold harmless Atlan from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Atlan that arise out of, result from, or may be payable by virtue of any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to these Terms.

14. Disclaimer & Limited Liability

ATLAN DOES NOT WARRANT OR GUARANTEE ANY SALES OR INCREASE IN SALES OF YOUR PRODUCTS. ATLAN IS MERELY A FACILITATOR. THIS INTERFACE, THE SERVICES AND DATA ARE PROVIDED BY ATLAN ON AN "AS IS" AND "AS AVAILABLE" BASIS. ATLAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS INTERFACE OR THE INFORMATION, DATA, SERVICES, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS INTERFACE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS INTERFACE IS AT YOUR SOLE RISK. ATLAN RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS INTERFACE AT ANY TIME AT ITS DISCRETION.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ATLAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ATLAN DOES NOT WARRANT THAT THIS INTERFACE, ITS SERVERS, OR E-MAIL SENT FROM ATLAN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ATLAN WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS INTERFACE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

15. General Clauses

a) **Governing Laws:**

These Terms shall be governed and construed in accordance with the applicable laws of India, without regard to its conflict of law provisions. Atlan's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

b) **Jurisdiction:**

All disputes and differences arising between the User and Atlan (hereinafter individually referred as “**Party**” and/or “**Parties**”) with regard to the interpretation of any provision / clause or term or meaning thereof or in regard to any claim of one Party against the other(s) or in regard to the rights and obligations of any Party or Parties under these Terms, unless resolved between the Parties shall be subject to binding arbitration under the provisions of the Arbitration & Conciliation Act 1996, by a sole arbitrator in New Delhi, India. Such sole arbitrator shall be appointed by Atlan and the proceedings will be in English. It is made clear that jurisdiction shall be that of the Courts of Delhi, India exclusively.

16. Questions or Complains

If you have any question or complaints about the processing of your personal data, write to us at operations@atlan.com. Our team will be happy to assist you.

17. Company Contact Information

Address : 3rd Floor, Building No. 261, Lane No 5, Westend Marg, Said-ul-Ajaib, Saket, New Delhi, Delhi 110030

Email: operations@atlan.com