

# **timeanddate.com API services Terms & Conditions**

Thank you for your interest in API (application programming interface) services from timeanddate.com. These APIs are a collection of services that allow you to query information about time, holidays and dialing codes and let you integrate this information into your web pages or into your software.

Document last updated: November 22, 2013.

Usage of the timeanddate.com API services (“API services” or “API”) is subject to a legal agreement between you (“You”) and Time and Date AS, whose business is located at Svanholmen 2, 4033 Stavanger, Norway (“timeanddate.com”), organization number NO 988 375 713 MVA. This legal agreement is referred to as “Terms and Conditions” or “Terms”. Information queried from the API services is called “data” in this document.

Before you use the API services for the first time, you should read this document and print or save it for your records.

If there is any contradiction between other documents related to the API Services and the terms and conditions, then these terms and conditions will take precedence.

## **Permission to Use**

You may use the API services only according to the terms and conditions of this agreement, whether the API is accessed by human input or by automated methods.

Data access is granted on the basis of data licenses. Data licenses are sold with a validity period of twelve (12) months from the time the license is activated. If the data access license is not renewed, you agree to delete any received or cached data after this time has expired. timeanddate.com reserves the right to ask you to confirm in writing that you have observed this requirement.

Each sold data license includes a maximum number of requests. You cannot perform more requests than the total number of requests across all your licenses. Request limits are not bound to a specific data license.

After the maximum number of requests for a data license has been used, it is possible to continue using this license by acquiring an extension package. With this, the data license can be used until the validity period expires.

## **Restrictions of Use**

Wherever data is displayed or used on a web page, you may credit timeanddate.com as the source with a short notice. Whenever possible, the notice must be a hyperlink to the timeanddate.com web site.

You must not copy any portion of the data except for usage in offline applications or for caching purposes. In any case, the data must be deleted after the data license has expired.

You must not compile the data into databases or create derivative works that are available to third parties, except if permitted directly by timeanddate.com in a separate agreement.

You must not resell, sub-license, lease or rent the obtained data to any other party.

You must not circumvent access protections or limitations installed for accessing the API services.

You are required to use reasonable efforts to keep access credentials to the API services in a secure environment at all times. If the services are to be directly accessed by provisions that are not within your scope (including but not limited to client web browsers), you are required to use access keys that are, by policy, tailored to the exact application. You are also required to use HMAC based authentication for this purpose. You must not disclose the secret keys associated with your access keys.

## **Availability, Accuracy and Warranty**

timeanddate.com provides an interface to the API services via the Internet. timeanddate.com is not responsible for services outages caused by third parties providing telecommunication and Internet connections.

Services may be inaccessible or inoperable at specific times for any reason, including, without limitation: hardware malfunction, software malfunction, maintenance procedures, repairs or for other reasons beyond reasonable control of timeanddate.com or not reasonably foreseeable by timeanddate.com.

timeanddate.com does not warrant accuracy, completeness or correctness of the supplied data.

timeanddate.com does not warrant that the provided services will meet any particular criteria of performance or quality.

You acknowledge that timeanddate.com is not, and is not affiliated with, an authority or any other institution providing any of the licensed data, but obtains its data from a variety of sources. timeanddate.com is thus dependent on authorities publishing changes and can only incorporate changes after they have been published.

You explicitly acknowledge that data may be incorrect for politically disputed jurisdictions. timeanddate.com strives to have a neutral opinion in these cases, however timeanddate.com does not warrant adopting a specific opinion.

timeanddate.com shall make commercially reasonable efforts to maintain all data in an accurate state and to provide uninterrupted access to the API services.

All support requests must come directly from You and not a third party.

timeanddate.com is not liable for any direct, indirect, special, punitive or consequential losses or damages arising from usage or availability of the API services or from correctness or incorrectness of the provided data. In no case shall timeanddate.com's aggregate liability exceed paid license fees.

## **Privacy Statement**

timeanddate.com collects information from submitted data requests, including but not limited to: originating IP address, time of request, queried service, used user profile, used access key. This information is used for billing, generating statistics, improving the services, revealing fraudulent transactions and to contact you if necessary.

Collected information is stored and processed on servers that are located in the United States, Germany or Norway.

timeanddate.com may share your information with our agents, processors, or contractors for the sole purpose of fulfilling purchase orders. In no other cases shall personal information be disclosed to third parties by timeanddate.com.

timeanddate.com reserves the right to share aggregate statistical information with third parties.

timeanddate.com may disclose your information in special cases if required to do so by law, court order, other governmental authority or when we believe that doing so is required to identify or contact someone who may be injuring or interfering with the rights or property of timeanddate.com or a user of the API services.

## **General Legal Terms**

Should any provision of this agreement be invalid, that provision will be removed from the agreement without affecting the rest of the Terms. All remaining provisions will continue to be valid and enforceable.

The Terms and your relationship with timeanddate.com are governed by the laws of Norway. In addition, You and timeanddate.com agree to submit to the jurisdiction of the courts of Norway and that any legal action pursued shall be within the exclusive jurisdiction of the courts of Norway.