



STR8LINE - PRIVACY POLICY , API TERMS, T&C

Content

Content	1
STR8LINE End Users Policies	2
Privacy Policy for the use of STR8LINE App's	2
Scope	2
Information We Collect	2
How We Use Your Information	2
How We Share and Disclose Your Information	3
DEFINITIONS	4
INFORMATION WE COLLECT	5
HOW WE USE YOUR INFORMATION	6
HOW WE SHARE AND DISCLOSE YOUR INFORMATION	6
SECURITY OF YOUR INFORMATION	8
UPDATE AND DELETE YOUR INFORMATION	8
INTERNATIONAL USERS	8
ADDITIONAL INFORMATION	9
QUESTIONS?	9
STR8LINE Developers Policies - API	10
Terms of use of STR8LINE API	10
I. Access & Registration	10
A. Acceptance	10
B. Your Account and Registration	10
C. Fees	11
II. Use Policies	11
A. Acceptable Use	11
B. Use Restrictions	11
C. User Data & Privacy	15
III. Rights & Ownership	16
A. Use of STR8LINE Marks	16
B. Ownership	16
C. Independent Development	17
D. Feedback	17
E. Open Source STR8LINE API Materials	17
F. License to STR8LINE	17
IV. Legal Terms	18
A. Confidentiality	18
B. Termination	18
C. Disclaimer	18
D. Limitation of Liability	18
E. Indemnification	19
F. Miscellaneous	19



STR8LINE END USERS POLICIES

Privacy Policy for the use of STR8LINE App's

Last Updated: January 2017 (second version)

Scope

We use English for our privacy policy, please ask for a translation your local STR8LINE vendor or distributor.

This Privacy Policy applies to information, including Personal Information, STR8LINE collects through your use of STR8LINE's Services. By using STR8LINE's Services and accepting the End User Agreement, as applicable, you also agree to this Privacy Policy. If you do not agree to this Privacy Policy, you must not use STR8LINE's Services. The terms "We," "Us," "Our," or "STR8LINE" includes STR8LINE and our affiliates. It explains how we may collect, use, and disclose information we obtain through "STR8LINE's Services."

[\(More Info\)](#)

Information We Collect

We collect data about you from a variety of sources, including:

- Information you provide to us directly;
- Information we collect in connection with your use of STR8LINE's Services; and
- Information we collect from STR8LINE plug-ins and integrations with third-party products, such as Google Apps.

All of the information we collect may be combined to help us tailor our communications to you and to develop and improve our services.

[\(More Info\)](#)

How We Use Your Information

We use the information we collect to:

- Provide the services you request;
- Communicate with you, including customer support;
- Report anonymized, aggregate usage statistics;
- Deliver marketing and other offers or information related to STR8LINE's Services; and
- Improve STR8LINE's Services.

[\(More Info\)](#)



How We Share and Disclose Your Information

We do not share your Personal Information with other people or nonaffiliated companies for their marketing purposes (including direct marketing purposes). We may use and share Non-Personal Information for our marketing purposes including to display advertisements on other websites. We may share information:

- With our third-party service suppliers and vendors;
- If STR8LINE is merged or sold to another company;
- To protect and defend the rights and property of STR8LINE (including enforcing our End User Agreement); and
- When required by law.

[\(More Info\)](#)



DEFINITIONS

- "STR8LINE's Services" include our products, services, plug-ins, mobile applications, downloadable software, and websites, including www.str8line.app, but not those created by third parties, even when they are accessed through www.str8line.app or available through the STR8LINE Marketplace.
- "STR8LINE's Public Services" are STR8LINE's Services provided over the public Internet and excludes STR8LINE's Services installed on private infrastructure by our clients for their use only.
- We consider "Personal Information" to include information that alone or when in combination with other information may be used to readily identify, contact, or locate you, such as: name, address, email address, or phone number. We do not consider Personal Information to include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.
- "Non-Personal Information" is all information other than Personal Information.



INFORMATION WE COLLECT

Personal Information Collection. STR8LINE's Services may collect Personal Information from you, including when you register to evaluate, subscribe or obtain a license to a product or service; purchase a product or service; participate in surveys, contests, or sweepstakes; submit bugs; or contact customer service. The categories of Personal Information STR8LINE's Services may collect about you include: your name, email address, username, password, location, and billing and credit card information. STR8LINE's Public Services may also collect Personal Information you post while using STR8LINE's Services, including in free-text fields or during group chat sessions. You should avoid posting your Personal Information in public areas because that information may be viewable to users of STR8LINE's Public Services and possibly the Internet.

Non-Personal Information Collection. STR8LINE may collect Non-Personal Information as you use STR8LINE's Services. When you use STR8LINE's Public Services, STR8LINE, third-party service providers (e.g. Google Analytics), and partners may receive and record Non-Personal Information from cookies, server logs, and similar technology from your browser or mobile device, including your IP address. Cookies are small text files that are placed in visitors' computer browsers to uniquely identify and store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, STR8LINE's Public Services may not work properly. STR8LINE may also use persistent cookies to collect Non-Personal Information for marketing purposes as users browse the Internet. Third-party products to STR8LINE's Services are not authorized by STR8LINE to collect Personal Information through cookies or similar technologies without your permission.

We may combine some Non-Personal Information with the Personal Information we collect. Where we do so, we will treat the combined information as Personal Information if the resulting combination may be used to readily identify or locate you in the same manner as Personal Information alone.

By using STR8LINE's Services, you are authorizing us to gather, parse, and retain data related to the provision and use of STR8LINE's Services for our use as described in this Privacy Policy.

Use of STR8LINE Services with Third Party Plug-ins and Integrations. If you choose to use STR8LINE's Services in connection with third-party products and services, whether purchased through the STR8LINE Marketplace or acquired elsewhere, STR8LINE's Services may have access to information from such third party products or services. STR8LINE Services may collect information through your access of the third-party products and services, such as your name, username, email address along with Non-Personal Information about your third party plug-in usage.

STR8LINE's Services may also collect information as you use Google Apps. For example, if you choose to embed a Google document into STR8LINE's Service, STR8LINE may collect information, including the document title, authors, type, ID, and URL. STR8LINE's Services collect only links to the content of Google Apps; they do not collect the actual content. For example, STR8LINE's Services do not store the contents of email, calendar meetings, or documents from Google Apps.



HOW WE USE YOUR INFORMATION

Internal and Service-Related Usage. We use Personal Information for internal and service-related purposes only. There are very limited circumstances in which we may provide it to third parties to allow us to facilitate STR8LINE's Services. For example, a user may choose to purchase a third-party plug-in from STR8LINE's Marketplace, which will permit data to be shared between STR8LINE's Services and the plug-in vendor.

To Improve STR8LINE's Services. We may use any information you provide to:

- Provide customer support;
- Track the types of questions we receive;
- Analyze trends;
- Personalize your experience; and
- Otherwise operate and enhance STR8LINE's Services.

Communications. We may send you a welcome email to verify your account and other transactional emails for operational purposes, such as billing, account management, or system maintenance. You may only stop those emails by terminating your account. We may also send you promotions, product announcements, surveys, newsletters, developer updates, product evaluations, and event information or other marketing or commercial e-mails. You can opt out of receiving these email communications from STR8LINE at any time by unsubscribing using the unsubscribe link within each email, updating your e-mail preferences at my.str8line.app or emailing us to have your contact information removed from our email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed.

Marketing. We do not rent, sell, or share Personal Information about you with other people or nonaffiliated companies for marketing purposes (including direct marketing purposes) without your permission. We may use and share Non-Personal Information for our marketing purposes, including, without limitation, marketing on other websites. For example, we may use the information to control the number of times you have seen an ad, deliver ads tailored to your interests, and measure the effectiveness of ad campaigns. You can prevent us from tailoring our ads to you on other websites by deleting your cookies.

Aggregate Data. STR8LINE may anonymize and aggregate data collected through STR8LINE's Services and use it for any purpose, including for research and reporting usage. This anonymized aggregate information may be viewable to other users of STR8LINE's Services.

HOW WE SHARE AND DISCLOSE YOUR INFORMATION

Vendors and Suppliers. STR8LINE's Services uses Personal Information for internal and service-related purposes only and may provide it to third parties to allow STR8LINE to offer STR8LINE's Services. For example, STR8LINE may share billing and credit information with service providers for the purposes of processing credit card transactions.



As Required By Law and Similar Disclosures. We may access, preserve, and disclose your Personal Information, other account information, and content if we believe doing so is required by law or if those actions are reasonably necessary to:

Comply with legal process, such as a court order or subpoena;

- Enforce this Privacy Policy or our End User Agreement;
- Respond to claims that any content violates the rights of third parties;
- Respond to your requests for customer service;
- Respond to law enforcement;
- Investigate and prevent unauthorized transactions or other illegal activities; or
- Protect our or others' rights, property, or personal safety.

Merger, Sale, or Other Asset Transfers. We may disclose information we possess about you as part of a merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which your Personal Information would be transferred as one of the business assets of the company. We do not guarantee that any entity receiving such information in connection with one of these transactions will comply with all terms of this Privacy Policy.

To Others Within Your Organization or with Your Permission. After a person demonstrates proof that he belongs to a certain organization, we may disclose to that person the names of that organization's members who have evaluated or purchased our software. We may also disclose your Personal Information with your permission.



SECURITY OF YOUR INFORMATION

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We do not accept liability for unintentional disclosure.

By using STR8LINE's Services or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of STR8LINE's Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on STR8LINE's Services or sending an email to you. You may have a legal right to receive this notice in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify your local vendor or distributor.

UPDATE AND DELETE YOUR INFORMATION

You may update or remove some of your information using STR8LINE's Services or by sending us your request to your local vendor or distributor.

INTERNATIONAL USERS

By choosing to visit STR8LINE's Services or otherwise providing information to us, you agree that any dispute over privacy or this Privacy Policy will be governed by Dutch law.

If you are visiting outside the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your Personal Information to The Netherlands and the European Union to us. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.

You also consent to the adjudication of any disputes arising in connection with us or STR8LINE's Services in accordance with the End User Agreement, as applicable.



ADDITIONAL INFORMATION

New Uses of Personal Information and Other Information. From time to time, we may use information, including Personal Information, for new, unanticipated uses not previously disclosed in our Privacy Policy. If our information practices change regarding information previously collected, we will take reasonable efforts to provide notice and obtain consent to any such uses as required by law.

Posting of Revised Privacy Policy. We will post any changes to this Privacy Policy on this web page. The revised version will be effective at the time it is posted. If you are concerned about how your information is used, bookmark this page and read this Privacy Policy periodically.

Other Websites, Apps, and Plug-ins. When you navigate away from STR8LINE's Services to websites or apps controlled by third parties (including your use of third party Marketplace products), you leave STR8LINE's Services, at which point this Privacy Policy no longer applies. You will not receive a warning when you leave STR8LINE's Services. If you use third-party products available through STR8LINE's Services, this Privacy Policy does not control how they collect, use, and disclose information. However, we require third-parties who publish their products for distribution through STR8LINE's Services to provide privacy notices and agree to reasonably adequate privacy and security measures, as required by law.

QUESTIONS?

If you have questions regarding this Privacy Policy, please email us (support@str8line.app), or call our support team in The Netherlands +31 6 1991 21 88 (24/7)



STR8LINE - THE NETHERLANDS
a brand name of Ionic Investments BV
+31 6 1991 21 88 // info@str8line.app



STR8LINE DEVELOPERS POLICIES - API

Terms of use of STR8LINE API

Last Updated: Oktober 2019 (first version)

I. Access & Registration

A. Acceptance

All access to and use of (i) the STR8LINE API, (ii) any data accessed or obtained via the STR8LINE API ("STR8LINE Data"), and (iii) STR8LINE API-related documentation, software, and materials provided or made available to you by STR8LINE (such documentation, software, and materials, collectively, the "STR8LINE API Materials") is subject to and must comply with these API Terms. By accessing or using the STR8LINE API, STR8LINE API Materials, or STR8LINE Data, you acknowledge that you have read, and agree to abide by, these API Terms. Please stop accessing and using the STR8LINE API, STR8LINE API Materials, and STR8LINE Data if you determine that you are unable to comply with the current or any future version of the API Terms. The API Terms will evolve as our business and platform expands and as creative developers dream up new applications for the STR8LINE API, so check back often and make sure that you are familiar with the most current version. Any amendment to the API Terms will be effective upon our posting of such updated terms at this location. Your continued use of the STR8LINE API Materials after such posting constitutes your consent to be bound by the API Terms, as amended. Additionally, we may modify or update the STR8LINE API from time to time. While we can provide no guarantee, we will try to ensure that future versions of the STR8LINE API are backwards compatible to at least the previous version to the extent reasonably possible.

We reserve the right to revoke access to STR8LINE API without notice if your use of the STR8LINE API violates any of these API Terms or if we otherwise object to your use of the STR8LINE API.

B. Your Account and Registration

To access the STR8LINE API, you will first need to register as an STR8LINE API Developer. You will also need to register each of your applications that use the STR8LINE API with us. All user and application registration information can be found here. After registering, we will issue you with a Client ID and secret code(s) (called the `client_id` and `client_secret`) (each, a "Code"). Your Client ID and Code is required for all calls to the STR8LINE API by your application. You must keep confidential your Client ID and any Code(s) we issue you. You must keep your registration information accurate, complete, and current for so long as you use the STR8LINE API. You are responsible for all use that occurs under your Client ID, including any activities by you or your employees contractors or agents. If you believe an unauthorized person has gained access to your Client ID or any Code(s) we issue you, you must notify us as soon as possible.



C. Fees

Access to and use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, and the STR8LINE Services available in connection with the STR8LINE API are currently provided at no charge. However, we reserve the right to charge for access and/or use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, and/or STR8LINE Services in the future at our discretion, including, without limitation, rated pricing and/or differentiated pricing for business users. We will provide you with notice in the event we decide to start charging for use.

II. Use Policies

A. Acceptable Use

You may use the STR8LINE API and STR8LINE API Materials in connection with your applications, products or services that are registered with us (your "Services") to make available certain various features and functionality of the STR8LINE Services via the STR8LINE API.

Your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data may be subject to certain limitations on access, STR8LINE Data requests, and use as set forth in these API Terms, on the STR8LINE Developer Portal, or as otherwise provided to you. If we believe that you have attempted to exceed or circumvent these limitations, your ability to use the STR8LINE API, STR8LINE API Materials, and STR8LINE Data may be temporarily or permanently blocked. We may monitor your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data to improve the STR8LINE API or STR8LINE Services and to ensure compliance with these API Terms.

You agree that STR8LINE may collect certain use data and information related to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data in connection with your Services ("Usage Data"), and that STR8LINE may use such Usage Data for any business purpose, internal or external, including, without limitation, providing enhancements to the STR8LINE API, STR8LINE API Materials, or STR8LINE Services, providing developer or user support, or otherwise.

You may include advertisements in your Services near your visual implementation of the STR8LINE API (e.g., banner ads above or below), but you must ensure clear separation between STR8LINE content and any advertisements. Your advertisements should not be displayed in any manner that suggests approval or endorsement by STR8LINE.

B. Use Restrictions

In general, we reserve the sole right to determine whether or not your use of the STR8LINE API, STR8LINE API Materials, or STR8LINE Data is acceptable, and to revoke STR8LINE API access for any Service that we determine is not providing added benefit to STR8LINE users and/or is not in the best interests of STR8LINE or our users.



The following are some, but not all, restrictions applicable to the use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:

You may not use STR8LINE API, STR8LINE API Materials, STR8LINE Data, Client ID, or Code(s) for any purpose other than providing the Service for which you are registered to provide as an STR8LINE API Developer.

You may not use the STR8LINE API, STR8LINE API Materials, or STR8LINE Data in any manner that is competitive to STR8LINE or the STR8LINE Services, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to STR8LINE's products and services, as determined in our sole discretion.

For products that use an upfront fare, you must clearly disclose the upfront fare to end users prior to initiating a ride request on their behalf. Learn more about upfront fares in our Ride Requests documentation.

You may not share Client ID or Code(s) with any third party except as permitted by us for the use of your Service. You may not share STR8LINE Data with any third party except as permitted by us for the use of your Service or by an end user who has affirmatively consented to the sharing of data about such end user. STR8LINE Data about an end user in your possession or control must be deleted by you upon such end user's request or upon such end user's termination or cancellation of the Service.

Your Service must allow the end user of your Service to access such end user's STR8LINE Data that you have collected via the STR8LINE API at the request of such end user. Your Service must provide easily accessible end user support contact information.

You may not collect, store or aggregate STR8LINE Data in any manner except as permitted by us for the use of your Service. You may not share STR8LINE Data (individually, or in the aggregate) with third parties in any manner.

You may not include or use the STR8LINE API Materials in, or in connection with, any application, website or other product or service that includes content that is disparaging of STR8LINE, libelous or may otherwise be perceived as detrimental or harmful to STR8LINE and its business and reputation, in our sole discretion.

You may not include or use the STR8LINE API Materials in, or in connection with, any application, website or other product or service that includes content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, in our sole discretion.

You may not use the STR8LINE API Materials to distribute any virus, spyware, adware, malware, or other harmful or malicious component.

You may not use the STR8LINE API Materials for any purpose which or might overburden, impair or disrupt the STR8LINE Services or related servers or networks.



You may not use the STR8LINE API, STR8LINE API Materials, or STR8LINE Data to distribute unsolicited advertising or promotions, or to send messages, make comments, or initiate any other direct communication or contact with STR8LINE users or partners.

You may not, and may not encourage or authorize others to: (i) remove or alter any proprietary notices or marks on the STR8LINE API, STR8LINE API Materials, or STR8LINE Data; (ii) use or access the STR8LINE API, STR8LINE API Materials, or STR8LINE Data for purposes of monitoring the availability, performance, or functionality of any of STR8LINE's products and services or for any other benchmarking or competitive purposes; (iii) use or access the STR8LINE API, STR8LINE API Materials, or STR8LINE Data to aggregate, cache, or store geographic location information or other user information accessible via the STR8LINE API; (iv) frame, wrap or otherwise reproduce significant portions of the STR8LINE Services; or (v) reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of the STR8LINE API, STR8LINE API Materials, any part of the STR8LINE Services, or STR8LINE Data.

You may not charge end users in any manner for access to or use of the STR8LINE API, STR8LINE API Materials or any services or functionality included in or related to the STR8LINE API or STR8LINE Services. Without limiting the foregoing, you may not sell, rent, lease, sublicense, redistribute or syndicate access to the STR8LINE API or the STR8LINE API Materials, and you may not charge any kind of service, booking or similar fee in connection with any services made available via the STR8LINE Services.

You will at all times use the STR8LINE API and STR8LINE API Materials in accordance with all applicable worldwide laws and regulations and the STR8LINE User Terms, and you may not use the STR8LINE API Materials to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations or the STR8LINE User Terms. You will at all times use the STR8LINE Data in accordance with all applicable worldwide laws and regulations, and you may not use the STR8LINE Data to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations.

You must not impose any terms on users of your Service that are inconsistent with these API Terms or the STR8LINE User Terms.

You agree to comply with the design guidelines, including, without limitation, any attribution requirement(s), which design guidelines may be updated by us from time to time, and you understand and agree that STR8LINE has the sole discretion to determine whether your attribution(s) are in accordance with the guidelines.

You must ensure that any STR8LINE Data or data otherwise related to your integration of the STR8LINE API is encrypted and transmitted over a secure, encrypted channel (e.g., HTTPS).

Your use of certain endpoints and scopes is subject to certain limitations on access as established by STR8LINE from time to time. If you desire to implement an endpoint or scope in a manner that would exceed the limitations on access, please contact us.



In addition to, and without limitation of, the restrictions above, if you are granted access to the Request, All Trips and/or Delivery authorization scope(s), the following additional restrictions apply to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:

- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify any notices or authorization or consent requests provided by STR8LINE.
- You may not initiate or cancel a request for transportation or delivery services without the consent of the end user associated with the trip or delivery request.
- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify the fare amount, fare multiple (including, without limitation, in the event of a "surge" multiple) or any associated fees.
- You may not modify or misrepresent a user's pickup location or destination, or a delivery pickup or drop off location, in any way.
- You may not use the STR8LINE API Materials in any way that would grant someone other than you or the applicable user the right to see any data related to that user's trip or delivery (including, without limitation, any pick-up or drop-off locations, or any trip or delivery routes) without obtaining the prior express consent of that user.
- You must not use any data obtained from STR8LINE in connection with these scopes for any advertising or marketing purposes.
- You must destroy any data obtained from STR8LINE in connection with these scopes within thirty (30) minutes of receipt.
- You may only send push-notifications, SMS messages, or any other notification or message to a user when such user is on a trip, if (a) you initiated the trip through your integration of the STR8LINE API, (b) the message is transactional (i.e., non-marketing purposes only), and (c) you have obtained the prior consent of that user.
- You will conspicuously display the following language in any integration of the STR8LINE API that provides for collection of an individual's phone number, next to the field where the individual's phone number is collected: "I agree that STR8LINE or a transportation provider or courier may contact me at this phone number regarding my request for goods or services."
- In addition to, and without limitation of, the restrictions above, if you are granted access to any of the Driver authorization scope(s), the following additional restrictions apply to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:
- You may not use the STR8LINE API, STR8LINE API Materials, and STR8LINE Data for any advertising, retargeting or marketing purposes.
- You may not share with any third party any information or data that could reasonably be used to derive any information about the identity of any of your end users who have attempted to authenticate (or successfully authenticated) access to any such Driver scope.



C. User Data & Privacy

We respect the privacy of users and expect you to do the same. The basic rule is this: collect only what you need to provide your Service; collect, use and store it a secure manner; and retain it only so long as you need it.

You agree to publish and abide by a privacy policy explaining how you collect, store, use, and/or transfer any Personal Data (defined below) via your Services. You also agree to comply with all privacy and data protection laws applicable to you. If you are located outside of the United States, you must disclose this fact to the user and indicate that by using your Service the user may be allowing or enabling the transfer of Personal Data to a country that may offer less protection with respect to Personal Data.

If your use of the STR8LINE API, STR8LINE API Materials, related STR8LINE Services, or STR8LINE Data requires or will likely result in the provision of Personal Data directly to STR8LINE, you agree to obtain all necessary consents and authorizations from the applicable users to provide such Personal Data to STR8LINE. STR8LINE will treat Personal Data obtained from you through your use of the STR8LINE API in accordance with its posted Privacy Policy.

Unless otherwise required by applicable law or agreement with the applicable user to retain such data, if a user revokes the authorization previously granted for your Services to access to their STR8LINE account, you must ensure that all Personal Data pertaining to that user is deleted from your Services and related networks, systems and servers. If you stop using the STR8LINE API altogether or if your STR8LINE API access is revoked, you must delete all Personal Data in the same way.

For the purposes of these API Terms, "Personal Data" means information that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a user's name, address, telephone number, username, email address, city and country, geolocation, unique identifiers, picture, or other similar information.



III. Rights & Ownership

A. Use of STR8LINE Marks

The rights granted in these API Terms do not include any general right to use the STR8LINE name or any STR8LINE trademarks, service marks or logos (the "STR8LINE Marks") with respect to your Services. Subject to your continued compliance with these API Terms, we agree that you may use STR8LINE Marks for certain limited purposes related to your Services as described below. These rights apply on a non-exclusive, non-transferable, worldwide, royalty-free basis, without any right to sub-license, and may be revoked by STR8LINE at any time. If STR8LINE updates any STR8LINE Marks that you are using, you agree to update such STR8LINE Marks to reflect the most current versions. You must not use any STR8LINE Marks, or any confusingly similar mark, as the name or part of the name of your Services, or as part of any logo or branding for your Services.

Branding and Logos. We may occasionally provide branding elements and logos featuring certain STR8LINE Marks for use within your Services, as further described in our design guidelines. You can use these resources as we provide, but you must not make any changes or modifications.

Promoting Your App. *Unless you have are a STR8LINE Certified Business Partner and/or a STR8LINE Certified Marketing Partner, you may not use any STR8LINE Marks* in any advertising, promotional or marketing materials for your Services, provided that you may use the name "STR8LINE" in a written description of your Service in order to describe the fact that your Service connects to the STR8LINE Services using the STR8LINE API. The first time that the name appears in any piece of text, it should be followed by a superscript "®" indicating a registered trade mark (i.e. "STR8LINE®"). You must not use the name in any way that takes unfair advantage of our goodwill or reputation in the STR8LINE Marks, and you must not make any suggestion, directly or indirectly, that your app is an official STR8LINE app or is endorsed by STR8LINE in any way.

Press and Publicity. You may not issue any press release or other announcement regarding your Services that makes any reference to STR8LINE (except as permitted in the "Promoting Your App" paragraph above) without our prior written consent.

B. Ownership

You agree that STR8LINE and its affiliates retain all worldwide right, title and interest in and to the STR8LINE API, STR8LINE API Materials, STR8LINE Data, STR8LINE Marks and the STR8LINE Services, including, without limitation, all intellectual property rights therein. Any rights not expressly granted herein are withheld.



C. Independent Development

You understand that STR8LINE may currently or in the future develop products and services that may be similar to or compete with your Services. Nothing in these API Terms shall in any way restrict STR8LINE from pursuing any business activities or from entering into any agreement with any other person or company.

D. Feedback

In the event that you choose to provide STR8LINE with feedback, suggestions or comments regarding the STR8LINE API, the STR8LINE API Materials, or your use thereof, you agree that STR8LINE will be free to use, copy, modify, create derivative works, distribute, publicly display, publicly perform, grant sublicenses to, and otherwise exploit in any manner such feedback, suggestions or comments, for any and all purposes, with no obligation of any kind to you.

E. Open Source STR8LINE API Materials

To facilitate your STR8LINE API integration, STR8LINE may make certain SDK(s) and/or libraries available to you under a separate open source license. You agree that any STR8LINE API integration facilitated with such open source SDK(s) and/or libraries remains subject to these API Terms.

F. License to STR8LINE

You hereby grant to STR8LINE a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicenseable, right and license, under all your intellectual property rights, for STR8LINE's marketing and promotional purposes to: (a) use, perform, make available, display to the public, reproduce, distribute, and import your integration of the STR8LINE API and (b) use your name, likeness, or brand (which includes all your trademarks, service marks, logos, brand names, or trade names) ("Your Marks") to the extent it is incorporated into your integration of the STR8LINE API. Following the termination of these API Terms and upon written request from you, STR8LINE shall make commercially reasonable efforts, as determined in its sole discretion, to remove references to your integration of the STR8LINE API and any of Your Marks from the STR8LINE website.



IV. Legal Terms

A. Confidentiality

You may be given access to certain information and software relating to the STR8LINE API that is not generally known by the public (***)"Confidential Information"***), which is confidential and proprietary to STR8LINE. You agree to use the Confidential Information only for the purpose of using the STR8LINE API in accordance with these API Terms, and you agree to not disclose any of the Confidential Information to any third party without STR8LINE's prior written consent. You agree to protect the Confidential Information in the same manner that you would protect your own confidential and proprietary information but in no event using less than a reasonable degree of care.

B. Termination

You may terminate these API Terms at any time by ceasing all use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data, and deleting all copies of all STR8LINE API Materials and all STR8LINE Data in your possession or control. We may immediately revoke your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data without notice if that use violates any of these API Terms or if we otherwise object to your use of the STR8LINE API. We may also terminate any rights granted hereunder, or may add or remove functionalities or features of the STR8LINE API, at any time and for any reason at our discretion. We will not be liable to you or any third party for any costs or damages as a result of termination of this agreement.

C. Disclaimer

THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA, AND STR8LINE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND STR8LINE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. STR8LINE DOES NOT WARRANT THAT THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA OR STR8LINE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE.

D. Limitation of Liability

IN NO EVENT WILL STR8LINE OR ITS EMPLOYEES, AGENTS, USERS OR PARTNERS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS OR YOUR USE OF THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA, OR STR8LINE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON



CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. STR8LINE'S AGGREGATE LIABILITY UNDER THESE API TERMS WILL NOT EXCEED THE GREATER OF (i) THE FEES YOU PAID TO STR8LINE FOR USE OF THE STR8LINE API MATERIALS IN THE LAST YEAR OR (ii) ONE HUNDRED DOLLARS FOR USA ABUSE (\$100) or ONE HUNDRED EURO'S FOR EU ABUSE (€ 100).

E. Indemnification

You will indemnify, defend, and hold harmless STR8LINE, its affiliates, and their officers, directors, employees, agents, licensors, users and partners from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) brought by a third party arising out of or in connection with: (a) your use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, or the STR8LINE Marks other than as expressly allowed by this agreement; (b) your breach or alleged breach of any of the terms, conditions and representations under these API Terms; (c) your Services or business; or (d) your gross negligence or willful misconduct. You will control the defense and settlement of any claim subject to indemnification by you hereunder, provided that STR8LINE may at any time elect to take over control of the defense and settlement of any claim. You may not settle or compromise any such claim without STR8LINE's prior written consent.

F. Miscellaneous

If you are using the STR8LINE API Materials in the United States, these API Terms will be governed by the laws of the State of California, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the federal or state courts of San Francisco County, California, USA, and you consent to jurisdiction in those courts. If you are using the STR8LINE API Materials in China, these API Terms will be governed by the laws of Hong Kong, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of Hong Kong, and you consent to jurisdiction in those courts. If you are using the STR8LINE API Materials in any other country, these API Terms will be governed by the laws of The Netherlands, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of The Netherlands, and you consent to jurisdiction in those courts. These API Terms were drafted in English and the English-language version shall control in the event of a conflict with any translated version. You may not assign any of the rights or obligations under these API Terms, by operation of law or otherwise, without the prior written consent of STR8LINE. Any attempted assignment in violation of this paragraph is void. These API Terms constitute the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to the API Terms by you must be in a writing signed by both you and STR8LINE. These API Terms do not create or imply any partnership, agency or joint venture between the parties. No waiver by STR8LINE of any right under this agreement will be effective unless set forth in a writing authorized by STR8LINE. If any part of these API Terms are determined to be invalid or unenforceable by a



court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this agreement will remain in full force and effect.

STR8LINE

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