

## THE APIS TERMS OF SERVICE

Effective March 31, 2020

Archived versions What's covered in these terms We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use The APIS services, and what we expect from you. These Terms of Service reflect the way The APIS's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define The APIS's relationship with you as you interact with our services. For example, these terms include the following topic headings: What you can expect from us, which describes how we provide and develop our services What we expect from you, which establishes certain rules for using our services Content in The APIS services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, The APIS, or others In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms Understanding these terms is important because, by using our services, you're agreeing to these terms. Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information. Service provider The APIS services are provided by, and you're contracting with: The APIS organized under the laws of the State of Delaware, USA, and operating under the laws of the USA 1600 Amphitheatre Parkway Mountain View, California 94043 USA Age requirements If you're under the age required to manage your own The APIS Account, you must have your parent or legal guardian's permission to use a The APIS Account. Please have your parent or legal guardian read these terms with you. If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services. Some of The APIS services have additional age requirements as described in their service-specific additional terms and policies. Your relationship with The APIS These terms help define the relationship between you and The APIS. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how The APIS's business works and how we earn money. When we speak of "The APIS," "we," "us," and "our," we mean The APIS and its affiliates. What you can expect from us Provide a broad range of useful services We provide a broad range of services that are subject to these terms, including: apps and sites, platforms, integrated services, devices. Our services are designed to work together, making it easier for you to move from one activity to the next. For example, Maps can remind you to leave for an appointment that appears in your The APIS Calendar. Improve The APIS services We're constantly developing new technologies and features to improve our services. For example, we invest in artificial intelligence that uses machine learning to detect and block spam and malware, and to provide you with innovative features, like simultaneous translations. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones. If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice and an opportunity to export your content from your The APIS Account using The APIS Takeout, except in urgent situations such

as preventing abuse, responding to legal requirements, or addressing security and operability issues. What we expect from you Follow these terms and service-specific additional terms The permission we give you to use our services continues as long as you meet your responsibilities in: these terms service-specific additional terms, which could, for example, include things like additional age requirements We also make various policies, help centers, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy, Copyright Help Center, Safety Center, and other pages accessible from our policies site. Although we give you permission to use our services, we retain any intellectual property rights we have in the services. Respect others Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct: comply with applicable laws, including export control, sanctions, and human trafficking laws respect the rights of others, including privacy and intellectual property rights don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others don't abuse, harm, interfere with, or disrupt the services Our service-specific additional terms and policies provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to report abuse. If we act on a report of abuse, we also provide a fair process as described in the Taking action in case of problems section. Permission to use your content Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful. License Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission. We need your permission if your intellectual property rights restrict our use of your content. You provide The APIS with that permission through this license. What's covered This license covers your content if that content is protected by intellectual property rights. What's not covered This license doesn't affect your privacy rights — it's only about your intellectual property rights This license doesn't cover these types of content: publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use. feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below. Scope This license is: worldwide, which means it's valid anywhere in the world non-exclusive, which means you can license your content to others royalty-free, which means there are no fees for this license Rights This license allows The APIS to: host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go publish, publicly perform, or publicly display your content, if you've made it visible to others modify and create derivative works based on your content, such as reformatting or translating it sublicense these rights to: other users to allow the services to work as designed, such as enabling you to share photos with people you choose our contractors who've signed agreements with us that

are consistent with these terms, only for the limited purposes described in the Purpose section below Purpose This license is for the limited purpose of: operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content: for spam, malware, and illegal content to recognize patterns in data, such as determining when to suggest a new album in The APIS Photos to keep related photos together to customize our services for you, such as providing recommendations and personalized search results, content, and ads (which you can change or turn off in Ads Settings) This analysis occurs as the content is sent, received, and when it is stored. using content you've shared publicly to promote the services. For example, to promote a The APIS app, we might quote a review you wrote. Or to promote The APIS Play, we might show a screenshot of the app you offer in the Play Store. developing new technologies and services for The APIS consistent with these terms Duration This license lasts for as long as your content is protected by intellectual property rights. If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions: If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's The APIS Account even after you remove it from your The APIS Account. If you make your content available through other companies' services, it's possible that search engines, including The APIS Search, will continue to find and display your content as part of their search results. Using The APIS services Your The APIS Account If you meet these age requirements you can create a The APIS Account for your convenience. Some services require that you have a The APIS Account in order to work — for example, to use Gmail, you need a The APIS Account so that you have a place to send and receive your email. You're responsible for what you do with your The APIS Account, including taking reasonable steps to keep your The APIS Account secure, and we encourage you to regularly use the Security Checkup. Using The APIS services on behalf of an organization Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization: an authorized representative of that organization must agree to these terms your organization's administrator may assign a The APIS Account to you. That administrator might require you to follow additional rules and may be able to access or disable your The APIS Account. Service-related communications To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see The APIS's Privacy Policy. If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you. Content in The APIS services Your content Some of our services give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created. See the Permission to use your content section for more about your rights in your content, and how your content is used in our services See the Removing your content section to learn why and how we might remove user-generated content from our services If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the The APIS Accounts of repeat copyright infringers as described in our Copyright Help Center.

## The APIS content

Some of our services include content that belongs to The APIS — for example, many of the visual illustrations you see in The APIS Maps. You may use The APIS's content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices. If you want to use our branding or logos, please see the [The APIS Brand Permissions page](#). Other content Finally, some of our services give you access to content that belongs to other people or organizations — for example, a store owner's description of their own business, or a newspaper article displayed in The APIS News. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organizations' content are theirs, and don't necessarily reflect The APIS's views.

**Software in The APIS services** Some of our services include downloadable software. We give you permission to use that software as part of the services. The license we give you is: worldwide, which means it's valid anywhere in the world non-exclusive, which means that we can license the software to others royalty-free, which means there are no fees for this license personal, which means it doesn't extend to anyone else non-assignable, which means you're not allowed to assign the license to anyone else Some of our services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses. You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so. When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings. In case of problems or disagreements By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

**Warranty** We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

**Disclaimers** The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the Warranty section, (2) stated in the service-specific additional terms, or (3) provided under applicable laws. We don't make any other commitments about our services. And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**Liabilities** For all users These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit The APIS's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct. Other than the rights and responsibilities described in this section (In case of problems or disagreements), The APIS won't be responsible for any other losses, unless they're caused by our breach of these terms or service-specific additional terms. For business users and organizations only If you're a business

user or organization, then to the extent allowed by applicable law: You'll indemnify The APIS and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees. The APIS won't be responsible for the following liabilities: loss of profits, revenues, business opportunities, goodwill, or anticipated savings indirect or consequential loss punitive damages The APIS's total liability arising out of or relating to these terms is limited to the greater of (1) US\$500 or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities. Taking action in case of problems Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would: cause harm or liability to a user, third party, or The APIS violate the law or a legal enforcement authority's order compromise an investigation compromise the operation, integrity, or security of our services Removing your content If we reasonably believe that any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or The APIS, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, and content that infringes someone else's intellectual property rights. Suspending or terminating your access to The APIS services The APIS reserves the right to suspend or terminate your access to the services or delete your The APIS Account if any of these things happen: you materially or repeatedly breach these terms, service-specific additional terms or policies we're required to do so to comply with a legal requirement or a court order we reasonably believe that your conduct causes harm or liability to a user, third party, or The APIS — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you If you believe your The APIS Account has been suspended or terminated in error, you can appeal. Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services. Settling disputes, governing law, and courts For information about how to contact The APIS, please visit our contact page. California law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you and The APIS consent to personal jurisdiction in those courts. To the extent that applicable local law prevents certain disputes from being resolved in a California court, then you can file those disputes in your local courts. Likewise, if applicable local law prevents your local court from applying California law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence. About these terms By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights. These terms describe the relationship between you and The APIS. They don't create any legal rights

for other people or organizations, even if others benefit from that relationship under these terms. We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country. If these terms conflict with the service-specific additional terms, the additional terms will govern for that service. If it turns out that a particular term is not valid or enforceable, this will not affect any other terms. If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future. We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm. If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your The APIS Account.

## DEFINITIONS

**affiliate** An entity that belongs to the The APIS group of companies, which means The APIS and its subsidiaries, including the following companies that provide consumer services in the EU: The APIS Ireland Limited, The APIS Commerce Ltd, and The APIS Dialer Inc. **business user** An individual or entity who is not a consumer (see consumer). **consumer** An individual who uses The APIS services for personal, non-commercial purposes outside of their trade, business, craft, or profession. (See business user) **copyright** A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others. **disclaimer** A statement that limits someone's legal responsibilities. **EU Platform-to-Business Regulation** The Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services. **indemnify or indemnity** An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits. **intellectual property rights (IP rights)** Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization. **liability** Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen. **organization** A legal entity (such as a corporation, non-profit, or school) and not an individual person. **services** The APIS services that are subject to these terms are the products and services listed at <https://policies.google.com/terms/service-specific>, including: The APIS apps and sites, platforms, integrated services, devices, trademark **Symbols, names, and images used in commerce** that are capable of distinguishing the goods or services of one individual or organization from those of another. **warranty** An assurance that a product or service will perform to a certain standard.

## Your content

Things that you write, upload, submit, store, send, receive, or share with The APIS using our services.