iCabbi APIs Terms of Use

iCabbi provides and operates a cloud based platform and marketplace which includes a taxi booking & dispatch system, and associated API. iCabbi controls the API that can be used to access its platform.

Integration Partner ("Integration Partner" / "Partner") has developed an application(s) and wishes to use the platform and integrate Partner's own offering with that of iCabbi, and requires the API to connect its application(s) to the platform.

By accessing or using iCabbi APIs, including within a software application, website, tool, service, or product you create or offer to Customers (your "Application"), you are agreeing to these terms and to comply with any accompanying documentation that applies to your use of the iCabbi API Terms of Use with iCabbi ("iCabbi", "we", "us", or "our"). You represent and warrant to us that you have the authority to accept these API Terms on behalf of yourself, a company, and/or other entity, as applicable. We may change, amend or terminate these API Terms at any time. Your use of the iCabbi APIs after any change or amendment means you agree to the new API Terms. If you do not agree to the new API Terms or if we terminate these API Terms, you must stop using the iCabbi APIs**.**

1.   Defined Terms

"**Customer(s)**" means the licensee of an iCabbi service ("**iCabbi Offering**") and if the licensee is an organization, includes their administrators and end users.

API means iCabbi's application programming interface and webhooks, which is to be used as an interface between the Platform and the Application, and includes the documents (in whatever media) that accompany the application programming interface;

API Data means any content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data including aggregated journey fare for End Users and taxi fleet data that Partner accesses or otherwise uses on the Platform as part of Partner's use of the API;

API Keys API Key means the necessary security keys, secrets, tokens, and other credentials to access the iCabbi APIs.

Application means any applications or services provided by Partner through Partner's website or platform;

End User means a user (directly or indirectly) of the Partner's Application;

End User Request means a request made by an End User using (directly or indirectly) the Partner's Application;

Integration Partner is anyone (including iCabbi Customers) integrating an Application to the iCabbi Platform using the iCabbi API

Platform means iCabbi's website at www.icabbi.com, comprising iCabbi's relevant booking, dispatch and voice system, including developer services, mobile services and any other features, content, or applications offered or operated from time to time by use whether accessed via the Internet, mobile device or other electronic device

Webhook Means an integration to iCabbi which enables you or a third party to receive notifications of events, including data associated with that event, from within the iCabbi platform. Webhooks are transmitted from within the iCabbi platform to a pre-configured platform or API.

2. Scope and Application Registration

A. These API Terms govern your use of iCabbi APIs except if you have entered into another agreement with iCabbi that expressly supersedes these API Terms and governs your use of specific iCabbi APIs.

B. Registration for your Application is required pursuant to documentation. You must register your Application with iCabbi by submitting details to support@icabbi.com. Your registration must be accurate and kept up-to-date by you at all times. Once you have successfully registered an Application, an iCabbi customer may request, via support@icabbi.com, API Keys to integrate your Application. The Access Credentials enable us to associate your Application with your use of the iCabbi APIs. All activities that occur using your API Keys are your responsibility. API Keys are non-transferable and non-assignable. Keep them secret. Do not try to circumvent them.

C. The iCabbi **API** includes:
    i. All APIs listed under https://api.icabbi.com/docs/index.html
    ii. Any API that enables access to data or services hosted on the iCabbi platform
    iii. Any Webhook or integration to iCabbi which enables the transfer of data from the iCabbi platform to a platform external to iCabbi.

3. iCabbi API Keys License and Guidelines

a) iCabbi API Keys License Subject to your compliance with all of the API Terms, iCabbi grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the iCabbi APIs to develop, test, and support your Application, and allow **ONE** iCabbi Customer to use your integration of the iCabbi APIs within your Application. Should you wish to offer your Application to multiple iCabbi Customers then you will need a separate iCabbi Marketplace Agreement. You may use the iCabbi APIs only as expressly permitted in these API Terms. Violation of these API Terms may result in the suspension or termination of your use of the iCabbi APIs. Because the iCabbi APIs are provided "as is," we may not provide support services in relation to their function or operation for them. Partner is solely responsible for the quality of their own Application and providing support for their own Application

b) iCabbi APIs Guidelines iCabbi will make available the API to enable the Partner to integrate the Partner's Application with the Platform in order that:

1.   Partner can send and receive the API Data in connection with the fulfilment of End User Requests or requests of other agreed third parties; and

2.   iCabbi and Partner can monitor the fulfilment of End User Requests or requests of other agreed third parties.

3.   Except to the extent such activities are expressly agreed by the parties to this Agreement, Partner:

3.1   must obtain appropriate End User and third party authority to allow the processing of personal data and information on
the Application and the Platform and;

3.2   shall ensure that Partner's use of the API is in accordance with:
i. any limits that iCabbi imposes on the number and frequency of API requests, which iCabbi may do in its sole discretion;
ii. all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency or other relevant body;

Partner shall

1.   inform iCabbi as to the intended purpose of the Application and use of iCabbi API, as certain applications will not be permitted.
2.   enter into a separate Marketplace Agreement with iCabbi should there be a requirement for Partner to offer your Application to multiple iCabbi Customers
3.   adhere to iCabbi's Technical, Design and Branding Standards
4.   Comply with all applicable laws and regulations with respect to its use of the iCabbi platform and its activities under the Agreement;
5.   Use and access the Platform in accordance with the terms of the Agreement and shall be responsible for any acts and omissions in connection
6.   use and access the Platform in accordance with the terms of the Agreement and shall be responsible for any acts and omissions in connection with the use of the Platform by its employees

Where Partner is permitted in accordance with this Agreement to allow a third party to benefit from the API, Partner shall ensure that all such use:

7.   does not exceed Partner's permitted use;
8.   is controlled by Partner; and
9.   is otherwise subject to and in accordance with the terms of this Agreement.

Partner acknowledges that the API Data may contain third party Intellectual Property Rights and the Partner shall ensure that use of such API Data does not infringe the Intellectual Property Rights of such third parties. In the event of any such infringement, Partner's permission to use API Data will automatically terminate and any copies made of API Data must be immediately destroyed.

Partner shall NOT:

1.   Use the iCabbi APIs in a way that could impair, harm or damage iCabbi, the iCabbi APIs, any iCabbi Offering, or anyone's use of the iCabbi APIs or any iCabbi Offerings;

2.   Use the iCabbi APIs to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to or which can be acces§sed via the iCabbi APIs;

3.   Use the iCabbi APIs, or any information accessed or obtained using the iCabbi APIs, for the purpose of migrating Customers away from an iCabbi Offering, except in connection with use of the iCabbi APIs by your Application or unless expressly permitted by iCabbi pursuant to a duly executed written agreement;

4.   Scrape, build databases or otherwise create copies of any data accessed or obtained using the iCabbi APIs, except as necessary to enable an intended usage scenario for your Application;

5.   Request from the iCabbi APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for Customers to use the intended functionality of your Application;

6.   Use an unreasonable amount of bandwidth, or adversely impact the stability of the iCabbi APIs or the behavior of other apps using the iCabbi APIs;

7.   Attempt to circumvent the limitations iCabbi sets on your use of the iCabbi APIs. iCabbi sets and enforces limits on your use of the iCabbi APIs (e.g., limiting the number of API requests that you may make or the number of users you may serve), in its sole discretion;

8.   Use iCabbi APIs in any manner that works around any technical limitations of the iCabbi APIs or of the accessed iCabbi Offering, or reverse engineer, decompile or disassemble the iCabbi APIs, except and only to the extent that applicable law expressly permits, despite this limitation;

9.   Use the iCabbi APIs, or any data obtained using the iCabbi APIs, to conduct performance testing of a iCabbi Offering unless expressly permitted by iCabbi pursuant to a duly executed written agreement;

10. Use the iCabbi APIs, or any data obtained using the iCabbi APIs, to identify, exploit or publicly disclose any potential security vulnerabilities;

11. Request, use or make available any data obtained using the iCabbi APIs outside any permissions expressly granted by Customers in connection with using your Application;

12. Use or transfer any data accessed or obtained using the iCabbi APIs, including any data aggregated, anonymized or derived from that data (collectively the "iCabbi APIs Data") for advertising or marketing purposes including (i) targeting ads, or (ii) serving ads. For purposes of clarity, this prohibition on using iCabbi APIs Data for advertising or marketing purposes does not extend to using other data, such as (i) the number of users of your Application, (ii) a user identifier you independently receive from a user (e.g., an email address you receive when a user enrolls to use your Application, a device identifier, or an advertising identifier), or (iii) a product or service identifier that identifies a iCabbi Offering;

13. Make your Application available for use in a manner that circumvents the need for users to obtain a valid license to the iCabbi application or service that is accessed through the iCabbi APIs;

14. Redistribute or resell, or sublicense access to, the iCabbi APIs, any data obtained using the iCabbi APIs, or any other iCabbi Offering accessed through the iCabbi APIs; or

15. Misrepresent expressly, by omission, or implication, the need for users to obtain a valid license to the iCabbi application or service that is accessed through the iCabbi APIs;

16. Falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of queries coming from an Application to hide a violation of this agreement; or

17. Use the iCabbi APIs in a way that could create, in iCabbi's sole discretion and judgment, an unreasonable risk to Customers from a security or privacy perspective.

18. Make any personal data or iCabbi Confidential Information publicly available, whether on the Application or otherwise;

19. Use the iCabbi APs:
   1. in connection with a criminal offence under applicable national laws or regulations or against public order or applicable ethical standards and codes;
   2. in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;
   3. for any unlawful purpose whatsoever, including fraud or terrorism;
   4. in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;
   5. in any way that could be harmful to End Users', iCabbi's or other third parties' systems or data (including uploading any material that otherwise contains a virus or other malicious code);
   6. in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;
   7. in any way which promotes discrimination or is likely to incite hatred;
   8. in any way which may infringe the Intellectual Property Rights of third parties or which promotes any unlawful act;
20. Attempt to interfere with or compromise the integrity or security of the Platform;
21. Share relevant API credentials with any other third party without the written agreement of iCabbi;
22. Develop, market and sell any competing products currently offered by iCabbi without written permission from iCabbi;
23. Offer incentives directly to iCabbi staff without prior written permission from iCabbi;
24. Disparage any other Partners on the iCabbi Marketplace;.

4. Security

You warrant that your Application has been developed to operate with iCabbi API content in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems (collectively, "**Systems**") must be properly configured to securely operate your Application and store content collected through your Application (including the iCabbi API content). Your Application must use reasonable security measures to protect the private data of your users.
We may use technology to detect, prevent or limit the impact of any issues caused by your Application (before, after, or instead of suspension of your access). This may include, for example, (i) performing security or privacy monitoring regarding scraping, denial of service attacks, user impersonation, application impersonation, or illicit consent grant(s), or (ii) limiting or terminating your access to the iCabbi APIs.

You will permit iCabbi reasonable access to your Application for purposes of monitoring compliance with these API Terms. You will respond to any questions by iCabbi about your compliance with these API Terms.

We may restrict or terminate access to the APIs or perform an audit (including by hiring an independent auditor acting on our behalf) of your Application if you fail to provide adequate information and materials (to verify your compliance with these Terms).

You must have a process to respond to any vulnerabilities in your Application, and in the case of any vulnerabilities related to your Application's connection to the iCabbi APIs discovered by you or reported to you by a third party, you agree that you will provide vulnerability details to the iCabbi Compliance Department (compliance@icabbi.com)

In the event of a data breach by you resulting from any aspect of the iCabbi APIs involving your Application or any data collected through your Application, you will promptly contact the iCabbi Compliance Department (compliance@icabbi.com) and provide details of the data breach. You agree to refrain from making public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from iCabbi in each instance as it relates to the iCabbi APIs.

The rights and requirements of this section -- **4. Security** -- will survive for five (5) years following any termination of these API Terms.

5.   Your Compliance with Applicable Privacy and Data Protection Laws

You must comply with all laws and regulations applicable to your use of the data accessed through the iCabbi APIs, including without limitation laws related to privacy, biometric data, data protection and confidentiality of communications. Your use of the iCabbi APIs is conditioned upon implementing and maintaining appropriate protections and measures for your service and Application, and that includes your responsibility to the data obtained through the use of the iCabbi APIs. For the data you obtained through the iCabbi APIs, you must:

a) obtain all necessary consents before processing data and obtain additional consent if the processing changes ("**Data Access Consents**"),
b) In the event you're storing data locally, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as reflected in the data obtained through your use of the iCabbi APIs,
c) implement proper retention and deletion policies, including deleting all data when your user abandons your Application, uninstalls your Application, closes its account with you, or abandons the account,
d) maintain and comply with a written statement available to Customers and users that describes your privacy practices regarding data and information you collect and use ("**Your Privacy Statement**"), and that statement must be as protective as the Privacy Policy | iCabbi, and
e) When your Application allows end users to sign in with an iCabbi account and iCabbi is not providing the user interface for the sign in, your Privacy Statement must provide a link to Privacy Policy | iCabbi to, or such other location(s) as we may specify from time to time, with a clear indication that Customers and end users can go to the iCabbi site(s) to revoke Data Access Consents at any time. If Customers or end users must take additional steps to disable your Application's access to Customer or end user data, then Your Privacy Statement must clearly indicate to Customers and end users the additional steps required to disable access.
f) Partner shall only access and process data that is relevant to the operation of your Application. Any data retrieved which is not relevant to your Application shall be destroyed immediately. Any data retrieved which is relevant to your Application shall be processed in accordance with this Section 5 of this document.
g) Partner shall inform Customer in advance as to the intent, purpose and use of customer data in relation to the operation of the API key.

Nothing in the Agreement shall be construed as creating a joint controller or processor-subprocessor relationship between Partner and iCabbi.

6. Changes to the iCabbi APIs and API Terms

WE MAY CHANGE OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE iCabbi APIs AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees or setting and enforcing limits on your use of additions to the iCabbi APIs. We may also impose limits on certain features and services or restrict your access to some or all of the iCabbi APIs. We may release subsequent versions of the iCabbi APIs and require that you use those subsequent versions, at your sole cost and expense.

Any version of the iCabbi APIs designated as "preview", "pre-release" or "beta" ("**Preview API**"), may not work in the same way as a final version. We may change or not release a final or commercial version of a Preview API in our sole discretion.

WE MAY MODIFY THESE API TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE ICABBI APIs FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE API TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE API TERMS.

7. Feedback

If you give feedback about the iCabbi APIs to iCabbi, you give to iCabbi, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires iCabbi to license its software or documentation to third parties because iCabbi includes your feedback in them. These rights survive these API Terms.

8. Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the iCabbi APIs ("**Confidential Information**"), which is confidential and proprietary to iCabbi. You may use Confidential Information only as necessary in exercising your rights granted under these API Terms. You may not disclose any Confidential Information to any third party without iCabbi's prior written consent. You agree that you will protect any Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information.

9.   Disclaimer of Warranties, Limitation of Liability and Indemnity

a) Disclaimer of Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE ICABBI APIs. YOU UNDERSTAND THAT USE OF THE ICABBI APIs IS AT YOUR OWN RISK AND THAT WE PROVIDE THE ICABBI APIs ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE" TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE API TERMS ARE INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. WE DO NOT GUARANTEE THE ICABBI APIs WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE ICABBIi APIs MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THAT DATA LOSS WILL NOT OCCUR.

b) Limitation of Liability

IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THESE API TERMS), YOU AGREE THAT YOUR EXCLUSIVE REMEDY IS TO RECOVER, FROM iCabbi OR ANY AFFILIATES, RESELLERS, DISTRIBUTORS, SUPPLIERS (AND RESPECTIVE EMPLOYEES, SHAREHOLDERS, OR DIRECTORS) AND VENDORS, ONLY DIRECT DAMAGES UP TO EUR €1.00 COLLECTIVELY. YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims related to these API Terms or your use of the iCabbi APIs.

c) Indemnification

You will defend, hold harmless, and indemnify iCabbi from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with your breach of the obligations herein or infringement of iCabbi's or third party's intellectual property.

d) No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the iCabbi APIs, content or other material used or displayed through the current iCabbi website or successor site.

e) No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

10.   Termination

a) We may suspend or immediately terminate these API Terms, any rights granted herein, and/or your license to the iCabbi APIs, in our sole discretion at any time, for any reason. You may terminate these API Terms at any time by ceasing your access to the iCabbi APIs.

b) Upon termination, all licenses granted herein immediately expire and you must cease use of the iCabbi APIs. You must also comply with Customer's instruction to return or delete any data accessed or obtained through the iCabbi APIs, unless expressly permitted by iCabbi or prohibited by law. Neither party will be liable to the other for any damages resulting solely from termination of these API Terms.

11.   General Terms

a) **Applicable Law**

1.   **EU & UK** If you reside in the EU or UK, Irish state law governs the interpretation of these API Terms and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
2.   **United States**. If you reside in the United States, Georgia state law, in the county of Fulton, or Federal Court as may be required, governs the interpretation of these API Terms and applies to claims for breach of it, regardless of conflict of laws principles.
3.   **Canada**. If you reside in Canada, Ontario province law governs the interpretation of these API Terms and applies to claims for breach of it, regardless of conflict of laws principles.
4.   **Other**. If you reside in any other country, the laws of Ireland apply

b) **Assignment and Delegation**. You may not assign or delegate any rights or obligations under these API Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these API Terms, fully or partially without notice to you.

c) **Reservation of Rights**. All rights not expressly granted herein are reserved by iCabbi. You acknowledge that all intellectual property rights within the iCabbi APIs remain the property of iCabbi and nothing within these API Terms will act to transfer any of these intellectual property rights to you.

d) **iCabbi and you are independent contractors**. Nothing in this Agreement shall be construed as creating an employer-employee relationship, processor-subprocessor relationship, a partnership, or a joint venture between the parties.

e) **No Waiver**. Either party's failure to act with respect to a breach of these API Terms does not waive either party's right to act with respect to that breach or subsequent similar or other breaches.

f) **Survival**. Sections of these API Terms that, by their terms, require performance after the termination or expiration of these API Terms will survive, such as, for example, the rights and requirements of section **4. Security**.

g) **Modifications**. We may modify these API Terms at any time with or without individual notice to you. Any modifications will be effective upon your continued use of the iCabbi APIs.

h) **Entire Agreement**. These API Terms and any documents incorporated into these API Terms by reference, constitute the entire agreement between you and us regarding the iCabbi APIs and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these API Terms. If any provision of these API Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible

i) **Non-Exclusivity**
The Terms are non-exclusive. Partner acknowledges that iCabbi may develop products or services that may compete with your Application, Product or Service