Terms of Use & API License Agreement

Overview

All use of the website, information, services, and content distributed through or in conjunction with or made available on the website is offered to you subject to your acceptance of these Terms & Conditions, our Privacy Policy and Permitted and Prohibited Uses Policy. By purchasing any goods or services from this website, you are furthermore bound by this site's Service Agreement.

The following terms and conditions incorporate a legal agreement between you ("You") and AFFNETWORK LIMITED ("AFFNETWORK LIMITED", "checknumber") and set forth the terms and conditions by which AFFNETWORK LIMITED will make the checknumber API service available in order to electronically provide You with use of and access to checknumber Data & Services.

checknumber API Services

For the purposes of this Agreement, "checknumber API Services" shall consist of:

- all data and information feeds, media, software, and/or electronic documentation made available or supplied by AFFNETWORK LIMITED or its licensees and
- certain other software, data, and/or documents supplied by AFFNETWORK LIMITED or its licensees to facilitate use of such data or services. "checknumber API Data and Services" means AFFNETWORK LIMITED's service or application programming interface that allows You and other authorized licensees to access checknumber API Data & Services and make use of checknumber API Services. This Agreement includes all amendments, addendums, and revisions to the terms herein in effect between You and AFFNETWORK LIMITED from time to time.

Acknowledgement

By accessing or otherwise using the checknumber API, You acknowledge that You:

- have read all of the terms and conditions of this Agreement;
- agree to be bound by the terms and conditions of this Agreement;
- agree to check the checknumber API pages from time to time for any updates or amendments to the terms and conditions of this Agreement; and,
- have the power and authority to enter into this Agreement. If You do not acknowledge the above, You may not access or use the checknumber API. If You are dissatisfied with the terms, conditions, rules, policies, guidelines, or practices of AFFNETWORK LIMITED, Your sole and exclusive remedy is to discontinue accessing or otherwise using the checknumber API.

Company Information

checknumber.online is a site operated by AFFNETWORK LIMITED, an United Kingdom company registered in Edinburgh, United Kingdom at the following location:

39/5 Granton Crescent,
Edinburgh,
EHs 1BN,
United Kingdom

Scope of License

Grant of License

AFFNETWORK LIMITED hereby grants to You a non-transferable, non-exclusive, revocable, and limited license for the term of this Agreement to access the checknumber API and use checknumber API Data & Services strictly for the limited purposes, and under the terms and conditions, as are set forth in this Agreement.

Scope of the checknumber API License

Subject to Your compliance with the terms of this Agreement, You are hereby permitted to receive, process, and display checknumber API Data & Services to individual end-users of your application(s), provided

- such end users use checknumber API Data & Services strictly for their own personal use,
- You do not permit Your end users to store, distribute, or otherwise exploit checknumber API Data & Services for any other purposes.

For clarity, and without limiting the forgoing, You are permitted solely to use checknumber API Data & Services for reference by Your end users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of checknumber API Data & Services outside of your application(s).

Use of License

Restrictions

You shall not:

- reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, time-share, resell, or in any other manner exploit checknumber API Data & Services or the checknumber API;
- make access to checknumber API Data & Services or the checknumber API available to unauthorized parties, or otherwise post or distribute checknumber API Data & Services in any public forum including, but not limited to, print, newsletters, radio, television, or internet;
- remove, obscure, or alter any required notice or any notice of AFFNETWORK LIMITED's intellectual property rights present on or in the checknumber API, including, but not limited to, copyright, trademark, and/or patent notices;
- disassemble, translate, reverse engineer or otherwise decompile checknumber API Data & Services or the checknumber API;
- knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of AFFNETWORK LIMITED in checknumber API Data & Services or the checknumber API;
- directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of AFFNETWORK LIMITED in checknumber API Data & Services or the checknumber API, or assist any party to do so;
- through Your use of checknumber API Data & Services or the checknumber API, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of AFFNETWORK LIMITED;
- claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to AFFNETWORK LIMITED's trademarks, or assist any other party to do so;
- use, store, or access any checknumber API Data & Services, or the checknumber API after the termination of this Agreement;

- use or permit others to use, market, distribute, or export checknumber API Data & Services, or the checknumber API; or,
- use checknumber API Data & Services or the checknumber API in any manner or for any purpose that violates any law, regulation or right of any person.

Attribution
While usage of the checknumber API is not subject to Your end users being made aware by You that AFFNETWORK LIMITED is supplying the functionality you are making use of in your application(s), Your inclusion of a clickable hyperlink to the checknumber API website at *https://checknumber.online* would be highly appreciated.

Your Responsibility to Safeguard
You shall use Your best efforts and take all necessary steps to safeguard checknumber API Data & Services to ensure that no unauthorized reproduction, publication, disclosure, modification, distribution, or other use of any checknumber API Data & Services is made in whole or in part. To the extent that You become aware of any such unauthorized use of checknumber API Data & Services, You shall immediately notify AFFNETWORK LIMITED by emailing "support@checknumber.online".

Misuse of the Licensed Product
In the event that You or any end users use checknumber API Data & Services or the checknumber API in violation of this Agreement, as applicable, AFFNETWORK LIMITED shall have the option of electing liquidated damages.

Services and Data

Use of the checknumber API
Subject to the terms herein, AFFNETWORK LIMITED will provide You with access to checknumber API Data & Services over the Internet through the checknumber API. All calls to the checknumber API must reference the credentials issued to You by AFFNETWORK LIMITED. You may not disclose Your credentials to any other party. You are solely responsible for ensuring the secrecy and security of Your credentials and will be responsible for all activities that occur using such credentials. You shall not use the checknumber API in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage.

Usage Limits
The extent of Your usage of the checknumber API is dependent on Your subscription plan. You shall not exceed the usage limits associated with Your account. Unused amounts of call usage will not be carried over from one monthly period to the next. If You exceed Your monthly usage limit, the checknumber API will return an error message stating that Your monthly usage limit has been reached and no further API calls can be made within the current monthly term. It is Your sole responsibility to ensure that your application(s) properly detect and handle any returned error messages. AFFNETWORK LIMITED will make reasonable efforts to help You identify and resolve usage problems, or to review the suitability of Your current subscription plan for Your needs. AFFNETWORK LIMITED reserves the right to limit or throttle the number of network calls available to Your application(s) if AFFNETWORK LIMITED (in its sole discretion) believes that such calls are being made for malicious reasons, or as the result of a technical error.

Responsibility for Software and Hardware
You shall be solely responsible for acquiring, providing, and maintaining all software/hardware and Internet Services required to access the checknumber API, including but not limited to telecommunication and internet connections, ISP, web browsers, and/or other equipment and software required to access and use the checknumber API.

Services May Be Inaccessible Or Inoperable

You hereby acknowledge that from time to time, the checknumber API may be inaccessible or inoperable for any reason, including, without limitation:

- equipment (hardware) malfunctions;
- software malfunctions;
- periodic maintenance procedures or repairs which AFFNETWORK LIMITED may undertake from time to time; and/or,
- causes beyond the reasonable control of AFFNETWORK LIMITED and/or not reasonably foreseeable by AFFNETWORK LIMITED.

Service Level Agreement

If the checknumber API is unavailable to all checknumber API customers for more than three consecutive hours in any one calendar day, beginning at 12:00:01 AM London time (GMT + 01:00) and ending at 11:59:59 PM London time (GMT + 01:00) of the same day, an outage will be deemed to have occurred. If there are more than three outages within any one calendar week, beginning at 12:00:01 AM London time (GMT + 01:00) on a Monday and ending at 11:59:59 PM London time (GMT + 01:00) on a Sunday, then You may terminate this Agreement, without liability, by providing written notice to AFFNETWORK LIMITED of Your intention to do so within one calendar week of the third outage. Upon such termination being accepted by AFFNETWORK LIMITED, You shall be entitled to a refund equal to the amount You have paid for the latest term.

Right to Change Content or Format

You acknowledge that AFFNETWORK LIMITED may from time to time, and in its sole discretion, update or change the content or format of checknumber API Data or the checknumber API. AFFNETWORK LIMITED shall strive to provide reasonable advance notification of such changes; however, from time to time sudden changes may be required, and since AFFNETWORK LIMITED strives to accurately reflect these and adjust to these changes, significant advance notice is not always possible. You may be required to use the most recent version of the checknumber API in order to ensure functionality of Your application(s) with checknumber API Data & Services.

Publicity

Each Subscriber is permitted to state publicly that such Subscriber is a Subscriber of the Services. Each Subscriber agrees that checknumber (AFFNETWORK LIMITED) may include such Subscriber's name and trademarks in a list of checknumber (AFFNETWORK LIMITED) Subscribers, online or in promotional materials. Each Subscriber also agrees that checknumber (AFFNETWORK LIMITED) may verbally reference such Subscriber as a Subscriber of the Services. Subscriber may opt out of the provisions in this section by e-mailing a request to support@checknumber.online.

Proprietary Rights

Trademarks

"checknumber", "checknumber.online", the checknumber logo and other identifying marks of checknumber are and shall remain the trademarks and trade names and exclusive property of AFFNETWORK LIMITED, and any unauthorized use of these marks is unlawful. Other trade-marks on the Services are the property of their respective owners.

Licensed, Not Sold

Use of checknumber API Data & Services and the checknumber API is licensed, and not sold.

Consent to Collection, Use, Retention, and Disclosure of Information

In the course of providing the checknumber API, AFFNETWORK LIMITED collects information, including standard information of the type normally exchanged when accessing any web site or web service. This information pertains only to the access of the checknumber API, and is no different in nature to the information available to any Internet web server during the course of fulfilling a standard web request. Please read AFFNETWORK LIMITED's Privacy Policy. By agreeing to the terms of this Agreement, You are expressly consenting to AFFNETWORK LIMITED's collection, use, retention, and disclosure of information as set out in its Privacy Policy.

No Granting of Ownership Rights
You acknowledge that AFFNETWORK LIMITED owns all right, title, and interest (including but not limited to all copyright rights therein) in and to the checknumber API Data & Services or the checknumber API, and that You shall not take any action inconsistent with such ownership. Nothing contained in this Agreement shall be construed as granting You or any end users any ownership rights in or to any checknumber API Data & Services or the checknumber API.

AFFNETWORK LIMITED's Right to Terminate
AFFNETWORK LIMITED reserves the right at any time to terminate this Agreement, or withdraw from distributing checknumber API Data & Services or providing access to the checknumber API, if for any reason it no longer retains the right to publish or distribute the checknumber API Data & Services.

Disclaimer

Provided in Good Faith
The checknumber API is provided by AFFNETWORK LIMITED in good faith and although AFFNETWORK LIMITED endeavours to ensure that checknumber API Data & Services and the checknumber API are accurate and obtained from sources believed to be reliable, AFFNETWORK LIMITED does not guarantee or warrant:

- the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of checknumber API Data & Services or the checknumber API; or
- that the checknumber API Data & Services or the checknumber API is free from errors or other material defects.

Disclaimer
The checknumber API and checknumber API Data & Services are provided "as is" and "as available", without any warranty of any kind and AFFNETWORK LIMITED, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of the rights of third parties. In no event shall AFFNETWORK LIMITED be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall AFFNETWORK LIMITED, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the checknumber API, be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In the event the limitations and disclaimers contained in this Article are found by a court of competent jurisdiction to be ineffective or inapplicable, the parties agree that AFFNETWORK LIMITED's maximum aggregate liability to You and all end users, whether arising in contract, tort, strict liability, or otherwise, shall be limited, and in no event shall it exceed, the amount of fees paid by You for the current term.

Disclaimer

AFFNETWORK LIMITED does not represent or warrant that the checknumber API, or access to the checknumber API, will be uninterrupted or error-free or that errors in the checknumber API and/or checknumber API Data & Services will be corrected.

Disclaimer

In no event shall AFFNETWORK LIMITED, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the checknumber API be liable to You or to any end users in any manner whatsoever for any interruptions, delays, the unavailability or inoperability, inaccuracies, errors, or omissions, regardless of cause, in the checknumber API and/or the checknumber API Data & Services or for any losses, damages, liabilities or expenses resulting therefrom regardless of cause, even if AFFNETWORK LIMITED knew or should have known of the possibility of or could have prevented such damages.

Indemnification by You

You shall indemnify, defend, and save harmless AFFNETWORK LIMITED, its affiliates and subsidiaries, and their officers, directors, employees and agents from any loss, damage, liability or expense (including reasonable attorneys' fees, accountants' fees and other legal expenses) to which any of them may become subject to and which are in any way related to or which have arisen under or in connection with:

- any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the checknumber API; and/or,
- any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

General

These Terms & Conditions incorporate by reference all notices and disclaimers contained in the Services constitute the entire agreement between you and checknumber with respect to access to, and use of, the Services. Except as specifically set forth herein, these Terms & Conditions supersede any prior agreements, including prior oral and/or written statements or representations not contained herein, between you and checknumber relating to the Services. This agreement is not intended to create a partnership, joint venture or agency relationship between you and checknumber.

If any provision of these Terms & Conditions is invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal or unenforceable. In such a case, the remaining provisions of these Terms & Conditions shall be construed in a manner as to give greatest effect to the original intention of the parties hereto. checknumber's failure to insist upon, or enforce, strict performance of any right or provision of these Terms & Conditions shall not constitute or be construed or deemed to be a waiver of such right or provision in the future or a waiver of any other right or provision under these Terms & Conditions.

You agree that these Terms & Conditions, checknumber's Privacy Policy and other legal documents posted through the Services have been drawn up in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

If you are a consumer, please note that these Terms & Conditions, its subject matter and its formation, are governed by Austrian law. You and we both agree to that the courts of Austria will have non-exclusive jurisdiction. If you are a business, these Terms & Conditions, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Austrian law. We both agree to the exclusive jurisdiction of the courts of Austria.

Contact

Should you have any questions, complaints, or comments about these Terms & Conditions, this service, or website, or require further clarification of any kind, please do not hesitate to contact us at:support@checknumber.online