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Patentstarters End Users Policies

Privacy Policy for the use of Patentstarters App's

Last Updated: June 2018 (first version)

Scope

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

This Privacy Policy applies to information, including Personal Information, Patentstarters collects through your use of Patentstarters' Services. By using Patentstarters' 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 Patentstarters' Services. The terms "We," "Us," "Our," or "Patentstarters" includes Patentstarters and our affiliates. It explains how we may collect, use, and disclose information we obtain through "Patentstarters' 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 Patentstarters' Services; and
- Information we collect from Patentstarters plugins 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 Patentstarters' Services; and
- Improve Patentstarters' Services.

[\(More Info\)](#)

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How We Share and Disclose Your Information

We do not share your Personal Information with other people or non affiliated 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 Patentstarters is merged or sold to another company;
- To protect and defend the rights and property of Patentstarters (including enforcing our End User Agreement); and
- When required by law.

DEFINITIONS

- "Patentstarters' Services" include our products, services, plugins, mobile applications, downloadable software, and websites, including www.patentstarters.com, www.patentstarters.io but not those created by third parties, even when they are accessed through the site or available through the Patentstarters Marketplace.
- "Patentstarters' Public Services" are Patentstarters' Services provided over the public Internet and excludes Patentstarters' 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.

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INFORMATION WE COLLECT

Personal Information Collection. Patentstarters' 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 Patentstarters' Services may collect about you include: your name, email address, username, password, location, and billing and credit card information. Patentstarters' Public Services may also collect Personal Information you post while using Patentstarters' 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 Patentstarters' Public Services and possibly the Internet.

Non-Personal Information Collection. Patentstarters may collect Non-Personal Information as you use Patentstarters' Services. When you use Patentstarters' Public Services, Patentstarters, 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, Patentstarters' Public Services may not work properly. Patentstarters may also use persistent cookies to collect Non-Personal Information for marketing purposes as users browse the Internet. Third-party products to Patentstarters' Services are not authorized by Patentstarters 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 Patentstarters' Services, you are authorizing us to gather, parse, and retain data related to the provision and use of Patentstarters' Services for our use as described in this Privacy Policy.

Use of Patentstarters Services with Third Party Plugins and Integrations. If you choose to use Patentstarters' Services in connection with third-party products and services, whether purchased through the Patentstarters Marketplace or acquired elsewhere, Patentstarters' Services may have access to information from such third party products or services. Patentstarters 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.

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

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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 Patentstarters' Services. For example, a user may choose to purchase a third-party plug-in from Patentstarters' Marketplace, which will permit data to be shared between Patentstarters' Services and the plug-in vendor.

To Improve Patentstarters' 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 Patentstarters' 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 Patentstarters at any time by unsubscribing using the unsubscribe link within each email, updating your email preferences at my.patentstarters.com 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. Patentstarters may anonymize and aggregate data collected through Patentstarters' Services and use it for any purpose, including for research and reporting usage. This anonymized aggregate information may be viewable to other users of Patentstarters' Services.

HOW WE SHARE AND DISCLOSE YOUR INFORMATION

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

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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.

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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 Patentstarters' 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 Patentstarters' Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on Patentstarters' 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 Patentstarters' Services or by sending us your request to your local vendor or distributor.

INTERNATIONAL USERS

By choosing to visit Patentstarters' 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 Switzerland 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 Patentstarters' Services in accordance with the End User Agreement, as applicable.

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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 Plugins. When you navigate away from Patentstarters' Services to websites or apps controlled by third parties (including your use of third party Marketplace products), you leave Patentstarters' Services, at which point this Privacy Policy no longer applies. You will not receive a warning when you leave Patentstarters' Services. If you use third-party products available through Patentstarters' 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 Patentstarters' 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 info@patentstarters.com.

Patentstarters A.G.
Switzerland

Patentstarters Developers Policies - API

Terms of use of Patentstarters API

Last Updated: January 2017 (first version)

I. Access & Registration

A. Acceptance

All access to and use of (i) the Patentstarters API, (ii) any data accessed or obtained via the Patentstarters API ("Patentstarters Data"), and (iii) Patentstarters API-related documentation, software, and materials provided or made available to you by Patentstarters (such documentation, software, and materials, collectively, the "Patentstarters API Materials") is subject to and must comply with these API Terms. By accessing or using the Patentstarters API, Patentstarters API Materials, or Patentstarters Data, you acknowledge that you have read, and agree to abide by, these API Terms. Please stop accessing and using the Patentstarters API, Patentstarters API Materials, and Patentstarters 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 Patentstarters 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 Patentstarters API or Patentstarters API Materials after such posting constitutes your consent to be bound by the API Terms, as amended. Additionally, we may modify or update the Patentstarters API from time to time. While we can provide no guarantee, we will try to ensure that future versions of the Patentstarters API are backwards compatible to at least the previous version to the extent reasonably possible.

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

B. Your Account and Registration

To access the Patentstarters API, you will first need to register as an Patentstarters API Developer. You will also need to register each of your applications that use the Patentstarters 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 Patentstarters 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 Patentstarters 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.

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C. Fees

Access to and use of the Patentstarters API, Patentstarters API Materials, Patentstarters Data, and the Patentstarters Services available in connection with the Patentstarters API are currently provided at no charge. However, we reserve the right to charge for access and/or use of the Patentstarters API, Patentstarters API Materials, Patentstarters Data, and/or Patentstarters 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 Patentstarters API and Patentstarters 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 Patentstarters Services via the Patentstarters API.

Your use of the Patentstarters API, Patentstarters API Materials, and Patentstarters Data may be subject to certain limitations on access, Patentstarters Data requests, and use as set forth in these API Terms, on the Patentstarters 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 Patentstarters API, Patentstarters API Materials, and Patentstarters Data may be temporarily or permanently blocked. We may monitor your use of the Patentstarters API, Patentstarters API Materials, and Patentstarters Data to improve the Patentstarters API or Patentstarters Services and to ensure compliance with these API Terms.

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

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

B. Use Restrictions

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

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

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

You may not use the Patentstarters API, Patentstarters API Materials, or Patentstarters Data in any manner that is competitive to Patentstarters or the Patentstarters 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 Patentstarters' 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 Patentstarters 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. Patentstarters 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 Patentstarters Data that you have collected via the Patentstarters 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 Patentstarters Data in any manner except as permitted by us for the use of your Service. You may not share Patentstarters Data (individually, or in the aggregate) with third parties in any manner.

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

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

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

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You may not use the Patentstarters API, Patentstarters API Materials, or Patentstarters Data to distribute unsolicited advertising or promotions, or to send messages, make comments, or initiate any other direct communication or contact with Patentstarters 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 Patentstarters API, Patentstarters API Materials, or Patentstarters Data; (ii) use or access the Patentstarters API, Patentstarters API Materials, or Patentstarters Data for purposes of monitoring the availability, performance, or functionality of any of Patentstarters' products and services or for any other benchmarking or competitive purposes; (iii) use or access the Patentstarters API, Patentstarters API Materials, or Patentstarters Data to aggregate, cache, or store geographic location information or other user information accessible via the Patentstarters API; (iv) frame, wrap or otherwise reproduce significant portions of the Patentstarters Services; or (v) reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of the Patentstarters API, Patentstarters API Materials, any part of the Patentstarters Services, or Patentstarters Data.

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

You will at all times use the Patentstarters API and Patentstarters API Materials in accordance with all applicable worldwide laws and regulations and the Patentstarters User Terms, and you may not use the Patentstarters API or Patentstarters API Materials to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations or the Patentstarters User Terms. You will at all times use the Patentstarters Data in accordance with all applicable worldwide laws and regulations, and you may not use the Patentstarters 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 Patentstarters 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 Patentstarters has the sole discretion to determine whether your attribution(s) are in accordance with the guidelines.

You must ensure that any Patentstarters Data or data otherwise related to your integration of the Patentstarters 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 Patentstarters 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.

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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 Patentstarters API, Patentstarters API Materials, and Patentstarters 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 Patentstarters.
- 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 Patentstarters API or Patentstarters 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 Patentstarters in connection with these scopes for any advertising or marketing purposes.
- You must destroy any data obtained from Patentstarters 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 Patentstarters 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 Patentstarters 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 Patentstarters 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 Patentstarters API, Patentstarters API Materials, and Patentstarters Data:
 - You may not use the Patentstarters API, Patentstarters API Materials, and Patentstarters 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.

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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 Patentstarters API, Patentstarters API Materials, related Patentstarters Services, or Patentstarters Data requires or will likely result in the provision of Personal Data directly to Patentstarters, you agree to obtain all necessary consents and authorizations from the applicable users to provide such Personal Data to Patentstarters. Patentstarters will treat Personal Data obtained from you through your use of the Patentstarters 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 Patentstarters 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 Patentstarters API altogether or if your Patentstarters 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.

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III. Rights & Ownership

A. Use of Patentstarters Marks

The rights granted in these API Terms do not include any general right to use the Patentstarters name or any Patentstarters trademarks, service marks or logos (the "Patentstarters Marks") with respect to your Services. Subject to your continued compliance with these API Terms, we agree that you may use Patentstarters 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 Patentstarters at any time. If Patentstarters updates any Patentstarters Marks that you are using, you agree to update such Patentstarters Marks to reflect the most current versions. You must not use any Patentstarters 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 Patentstarters 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 Patentstarters Certified Business Partner and/or a Patentstarters Certified Marketing Partner, you may not use any Patentstarters Marks* in any advertising, promotional or marketing materials for your Services, provided that you may use the name "Patentstarters" in a written description of your Service in order to describe the fact that your Service connects to the Patentstarters Services using the Patentstarters API. The first time that the name appears in any piece of text, it should be followed by a superscript "®" indicating a registered trademark (i.e. "Patentstarters®"). You must not use the name in any way that takes unfair advantage of our goodwill or reputation in the Patentstarters Marks, and you must not make any suggestion, directly or indirectly, that your app is an official Patentstarters app or is endorsed by Patentstarters in any way.

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

B. Ownership

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

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C. Independent Development

You understand that Patentstarters 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 Patentstarters 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 Patentstarters with feedback, suggestions or comments regarding the Patentstarters API, the Patentstarters API Materials, or your use thereof, you agree that Patentstarters 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 Patentstarters API Materials

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

F. License to Patentstarters

You hereby grant to Patentstarters a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, right and license, under all your intellectual property rights, for Patentstarters' marketing and promotional purposes to: (a) use, perform, make available, display to the public, reproduce, distribute, and import your integration of the Patentstarters 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 Patentstarters API. Following the termination of these API Terms and upon written request from you, Patentstarters shall make commercially reasonable efforts, as determined in its sole discretion, to remove references to your integration of the Patentstarters API and any of Your Marks from the Patentstarters website.

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IV. Legal Terms

A. Confidentiality

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