Terms and Conditions for Powershop API

Thank you for your interest in using the API made available by Powershop New Zealand Limited ("**Powershop API**"). We take the protection of our customers' information seriously, therefore by using the Powershop API you agree to be bound by these terms and conditions (the "**Terms and Conditions**"). We can change the Terms and Conditions at any time without prior notice. Your continued use of the Powershop API after those changes constitutes acceptance of those changes.

Developer Account and Security Keys

You must provide accurate identification, contact, and other information required as part of the registration process. You may not create any script or other automated tool that attempts to create multiple Powershop API developer accounts. You are responsible for maintaining the confidentiality of your developer authentication credentials including but not limited to the OAuth Consumer Key and Consumer Secret ("**the Security Key**"). You must not give the Security Key to another party, unless that party is an agent acting on your behalf as an operator or developer of your programs or code developed using and/or accessing Powershop's API ("**Application**"). You are responsible for all activities that occur under your developer account and Security Key.

Restrictions on use

The Powershop API is made available to you for your personal and commercial use in accordance with these Terms and Conditions. You may not disclose any address information or ICP number to anyone other than the Powershop Customer to which that information relates, regardless of what consent that Powershop Customer has given you.

You must not collect or store Powershop user names or passwords from Powershop Customers.

When collecting user authentication data in web-based Applications, the Application must transfer the user, by way of an HTTP redirect, to the Powershop OAuth authorisation URL at https://secure.powershop.co.nz/ without using frames, iframes, or any other device or method that would allow any party to capture the authentication information as it is being entered.

When collecting user authentication data in non-web-based Applications, the Application must transfer the user to the system's default web browser application loaded with the Powershop OAuth authorisation URL without using any device or method that would allow any party to capture the authentication information as it is being entered. For the avoidance of doubt the use of the iPhone UIWebView component for user authentication is prohibited.

If you are interested in doing anything that would otherwise breach these restrictions, you must first obtain Powershop's written consent. If you fail to do so, Powershop reserves the right to suspend your access to Powershop's API and/ or take legal action.

You may not use the Powershop API in any manner that either directly or indirectly violates any laws or property rights, whether in New Zealand or other countries.

If you have questions on your contemplated use or if you have comments on Powershop's API or ideas on how to improve it, please use http://groups.google.com/group/powershop-developers. Please note that by doing so, you also grant Powershop permission to use and incorporate your ideas or comments into the Powershop API without further compensation.

Clear consent of Powershop Customers

You must make it clear to Powershop Customers that if they wish to use your Application, that you will receive relevant personal data and/ or information relating to them from the Powershop Server, and obtain their unambiguous consent to allow this using the OAuth protocol for customer permission. You must do this separately for each and every Application.

Similarly you must provide a simple process, placed on a prominent position in the Application or otherwise easily and obviously accessible, for Powershop Customers to revoke their consent for you to have access to their relevant personal data and/ or information. If a Powershop Customer does revoke such consent then you must immediately (a) call the Powershop API **revoke** method, (b) destroy any relevant OAuth access tokens, and (c) cease downloading that customer's data and/ or information from the Powershop API.

Privacy and Security Policies

You will, after receiving consent from Powershop Customers, receive personal data and/ or information relevant to that Powershop Customer from the Powershop server using your Application. Consequently you need to have, and prominently display to Powershop Customers on an initial and ongoing basis, your own Privacy and Security Policies that set out in clear unambiguous language such matters as:

- How you collect the data;
- What you will do, or intend to do, with the data;
- How long you will retain the data (including after termination of any consent);
- Who the data will be disclosed to (or shared with), when, and under what conditions (noting always that you cannot disclose any address information or ICP number to anyone other than the Powershop Customer to which that information relates, regardless of what consent that Powershop Customer has given);
- Security of the data;
- When the policies may be changed and how notice of change will be given.

Intellectual property

You acknowledge that Powershop owns all right, title and interest in and to the Powershop API, the Powershop trade mark and logos, including without limitation all intellectual property rights (the "**Powershop Rights**"). The Powershop Rights include rights to the following: (1) the Powershop API (2) all software associated with the Powershop API server, and (3) the data and/ or information you obtain when you use the Powershop API. The Powershop Rights do not include the following: (1) third-party components used as part of the Powershop API; or (2) software developed by you in conjunction with using the Powershop API.

Publicity

So long as you comply with your obligations under these Terms and Conditions, you may indicate that a product or service that you created uses the Powershop API provided that:

- those products or services do not in Powershop's reasonable opinion (1) infringe Powershop's trade marks, (2) violate any applicable law, and (3) infringe any third-party rights;
- You may only use the POWERSHOP trade mark and/or logos specifically authorised for use in conjunction with the Powershop API on the developer's webpage and in accordance with any guidelines set out from time to time by Powershop in relation to the use of those specific trademarks and/ or logos;
- You do not claim that Powershop supports or endorses your Application without our express consent;
- You do not claim that Powershop is involved in developing your Application, is your partner, or has a relationship with you without our express consent.

Disclaimer of warranties

The Powershop API is provided "as is," with no warranties whatsoever. Powershop does not warrant that the Powershop API has been fully tested or debugged, and expressly disclaims any such warranty. Powershop also expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of property rights. Powershop also expressly disclaims any warranties regarding the security, reliability, timeliness, availability, and performance of Powershop API. You understand and agree that you use the Powershop API at your own discretion and risk and that you will be solely responsible for any damage to your Application, computer system or loss of data that results from the download or use of the Powershop API. This clause relating to disclaimer of warranties will survive termination of these Terms and Conditions.

Limitation of liability

The Powershop API service is being provided free of charge. Accordingly, you agree that Powershop shall have no liability arising from or based on your use of Powershop API (including without limitation in your Application). Powershop will not be liable to any developer or user on account of your use or any user's use or misuse of the Powershop API. The limitations of liability set out in this clause shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, even if Powershop has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Powershop API, from inability to use Powershop APIs, or from the interruption, suspension, or termination of the Powershop API (including such damages incurred by third parties). Such limitation shall apply to the fullest extent permitted by law. This clause relating to limitation of liability will survive termination of these Terms and Conditions.

Indemnification

You hereby agree to indemnify, defend and hold Powershop, and its officers, directors, agents, licensors and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of the Powershop API, including, without limitation, reasonable solicitors' fees. You shall cooperate as fully as reasonably required in the defence of any claim. Powershop reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you. This clause relating to indemnification will survive termination of these Terms and Conditions.

Term and termination

If you wish to terminate this Agreement, you may simply cease using the Powershop API and delete it from your Application. In such a case, you must delete any information that you may have obtained from the Powershop API. Powershop may terminate your developer account and your access to the Powershop API at any time, with or without cause. Powershop may decide to suspend access to, reduce the speed of access to, or cease providing, the Powershop API at any time without any notice, and shall not incur any liability to you or anyone else for doing so. Termination of these Terms and Conditions shall not affect those clauses of these Terms and Conditions which are expressly stated to survive termination.

General provisions

This Agreement is to be governed by and construed in accordance with New Zealand law. We each submit to the non-exclusive jurisdiction of the courts of New Zealand with respect to any matter arising out of this Agreement. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision is not to effect the operation, construction or interpretation of any other provision of these Terms and Conditions, with the intent that the invalid, illegal or unenforceable provision is to be treated for all purposes as severed from these Terms and Conditions. These Terms and Conditions constitute the entire agreement between us with respect to the subject matter set out in them and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Powershop.