Terms of Service

These Terms of Service ("Agreement") are a legal agreement between you, or an entity you are acting on behalf of, and Foxit Software Inc. (hereinafter "Foxit"). You may only use the Products and/or Services if you are (a) over 13 years old and (b) allowed by applicable law to enter into a binding contract. These terms govern your use of Foxit Developer Cloud API, including but not limited to Foxit Developer Cloud API website(devcloudapi.foxitsoftware.com) and web tools (the "Products"). BY INSTALLING, COPYING, DOWNLOADING, INTEGRATING, ACCESSING OR USING ANY OF THESE PRODUCTS, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE, YOU DO NOT HAVE ANY RIGHTS TO THE PRODUCTS AND SHOULD NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE PRODUCTS. Our privacy policy covers how we will protect your privacy while using these services.

You may be required to create an account to use the Products and/or Services. If You are entering into this Agreement on behalf of an entity, you should represent and warrant that the entity will utilize the Products and/or Services under a single account. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including, but not limited to, using another person's username, password or other account information. You are solely responsible for the security of your password and for any use of your account.

While using these Product and/or Services, you may be able to upload content to our servers. You retain all rights and ownership of your content. We do not claim any ownership rights to your content. However, we require certain licenses from you to be able to deliver the services.

Foxit grants you a non-exclusive, nontransferable license to use these services subject to all the terms and conditions set forth here within. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the content as needed in response to user driven actions (such as when you choose to store privately or share your content with others) and for the purpose of operating and improving the Services.

You may not reverse engineer, decompile, or disassemble the Products and/or Services, except and only to the extent that it is expressly permitted by Foxit in written. You may not rent, lease, lend or transfer the Products and/or Services, or host them for third parties without the express written consent of Foxit. The Products and Services may include copy protection technology to prevent the unauthorized copying of the Product or may require original media for use of the Product and/or Services on the computer. All rights not expressly granted to You are retained by Foxit.

You agree that You will not: (a) violate, infringe, or misappropriate other people's intellectual property, privacy or other legal rights; (b) post or share anything that is illegal, abusive, harassing, or otherwise objectionable, including, but not limited to, the content that violates anyone's intellectual property rights; (c) transmit any viruses or other computer instructions or technological means that disrupt, damage, or interfere with the use of computers or related systems; or (d) attempt to circumvent any technological measure implemented by Foxit.

When using the Product and Services, you may choose to share usage data with us. We will not share this data except as detailed in our privacy policy. Under the privacy policy, some data may be shared with other users during the ordinary operation of the services. Usage data may also be used to improve Foxit Developer Cloud API eco-system services. Sharing usage data is required to use some functions.

By using these Services, you accept the Foxit Refund Policy. Unless explicitly set forth in this Policy, all fees and other amounts due under this Agreement are non-refundable. Unless otherwise agreed to by the parties, you shall pay all fees or amounts within 30 days of the date of the invoice. A late fee shall be charged on any overdue amounts and any other fees and expenses which did not pay as provided under this Agreement at the rate of one and one-half percent (1½%) per month, or the highest rate allowable under applicable law, whichever is less, commencing with the date payment was due.

The fees and all other amounts due as set forth in this Agreement are net amounts to be received by Foxit, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise, ad valorem, and use taxes (collectively, the "Taxes"), and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Foxit's income. Foxit may collect and/or pay Taxes on your behalf subject to applicable law, you shall reimburse Foxit all these Taxes paid immediately upon Foxit's written notice.

Subject to the license grant hereunder, all rights, titles and interests in and to the Foxit Developer Cloud API, the accompanying printed/published materials, and any copies of the Product are owned by Foxit and its licensors.

You acknowledge that Foxit Developer Cloud API is of U.S. origin. You agree to comply with all applicable foreign, federal, state and local laws and regulations governing Your use of the Product and/or Services. Without limiting the foregoing, if this Agreement permits export of the Product outside the U.S., You shall be solely responsible for compliance with all applicable U.S. export laws, rules, and regulations. The Product is subject to the U.S. Export Administration Regulations and other U.S. law, and may not be exported or re-exported to certain countries (currently including, but not limited to, Cuba, Iran, Libya, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U.S. exports (including those (a) on the Bureau of Industry and Security Denied Parties List or Entity List, (b) on the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, and (c) involved with missile technology or nuclear, chemical or biological weapons).

LIMIT OF LIABILITY AND EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOXIT, ITS LICENSORS AND SUPPLIERS, ITS AUTHORIZED RESELLERS OR THEIR SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF

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THE PRODUCTS ARE PROVIDED TO LICENSEE "AS IS". FOXIT, AND FOXIT'S LICENSORS AND SUPPLIERS, AUTHORIZED RESELLERS OR THEIR SUBSIDIARIES, MAKE NO WARRANTY AS TO THEIR USE OR PERFORMANCE. FOXIT, AND FOXIT'S LICENSORS AND SUPPLIERS, MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE) AS TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR, AND ONLY TO THE EXTENT THAT, ANY SUCH REPRESENTATION, WARRANTY CONDITION OR TERM MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Foxit, its licensors and suppliers, its resellers and their subsidiaries under any provision of this License and Your exclusive remedy for all of the foregoing shall be limited to the amount actually received by Foxit from You for the Product and/or Services. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Jose, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

You may not assign this Agreement or any right or interest hereunder, by operation of law or otherwise, without Foxit's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and may be replaced with other enforceable with the same essence and the other provisions of this Agreement will remain in full force and effect.

All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery services, by email, or by certified mail at own expense, and in each instance, will be deemed given upon receipt. All notices or approvals will be sent to

the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section.

Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy or supplies, war, terrorism, riot, or acts of God, etc.

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

This Agreement, including Foxit's support and maintenance services terms constitutes the entire and exclusive agreement between the parties concerning its subject matter and supersedes all prior written and oral understandings and agreements between the parties regarding its subject matter.

The terms and conditions contained in any customer purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Foxit and will be deemed null and of no effect.

If You are a business, company or an organization, you agree that upon request from Foxit or its authorized representative You will within thirty (30) days fully document and certify that use of any and all Foxit Products at the time of the request is in conformity with Your valid licenses from Foxit.

You acknowledge that Foxit has the right to discontinue the manufacture and development of any products or services support for that Product or Service in its sole discretion at any time, including the distribution of older product versions, provided that Foxit agrees not to discontinue the support for that Product during the current annual term of any Support Agreement, subject to the termination provisions herein. Foxit reserves the right to alter the Support, in its sole discretion but in no event, shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Foxit; or (c) Your materially diminished rights.

Should You have any questions concerning this License, or if You desire to contact Foxit for any reason, please call (510) 438-9090