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Foursquare API Platform and Data Use Policy

Users of the Foursquare Labs, Inc. ("Foursquare") application programming interface ("API") and Foursquare Data (as defined below) are required to comply with Foursquare's [Developer Policies](#), [Acceptable Use Policy](#), [API License Agreement](#) and the terms and conditions of this Policy.

I. General

- Your use of the API and Foursquare Data, including the collection, use, maintenance and disclosure of user data shall comply with all applicable laws, rules and regulations and the terms of this Policy, and any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.
- You must not take any action that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail.

II. Authorization

- You must take commercially reasonable steps, compliant with applicable laws, rules and regulations, to protect all data you collect, obtain or access through the API or that users submit to the Foursquare service through your application and/or website ("Foursquare Data") and your authentication key from unauthorized use, disclosure or access.
- You must not give your authentication key to another party and you take responsibility for any and all use of the API using your authentication key.
- Foursquare may revoke your authentication credentials at any time, for any reason or no reason, with or without notice, and without liability to you or any other person.
- You must notify us immediately in the event of any unauthorized access to Foursquare Data, your authentication key, and/or your application and/or website.
- If your application and/or website authenticates Foursquare service users:
 - You must not include functionality in your application and/or website that requests or collects Foursquare username or passwords, and you may only permit users to log in via OAuth2.
 - Your application and/or website must provide a link to the Foursquare service settings page where the user can disconnect your application and/or website from the Foursquare service.

III. Access/Use

- You will only request the Foursquare Data you need to operate your application and/or website and must make no further use of it and delete it when your application and/or website has no such further use for it, including, without limitation, when a user has withdrawn consent.
- Foursquare expressly reserves the right to limit the number and/or frequency of API requests in its sole discretion. If Foursquare reasonably believes that you have attempted to exceed or circumvent the rate limits (including, without limitation, through mass-registering of applications), your ability to use the API may be temporarily or permanently blocked, with or without notice, and without Foursquare liability to you or any other person.
- If your application and/or website requires or permits the transfer of user information outside of the user's home country (including transfers to Foursquare's servers, which are in the U.S.), you must ensure that such transfer complies with applicable laws.
- If your application and/or website collects, obtains or accesses any information about Foursquare service users or submits any user information to Foursquare, whether acting as a user of your application and/or website or indirectly:
 - You must prominently notify and obtain affirmative consent from the user before his or her location data is collected or used by your application and/or website. The notification must clearly disclose that both you and Foursquare collect and use the user's location data;
 - You must respect a user's Foursquare user settings.
 - You must obtain affirmative consent from the user who provided the data before using it for any purpose other than displaying it back to that user on your application and/or website.
 - You must obtain affirmative consent from a user before you post any information on their behalf on your application and/or website, the Foursquare service or through any third party service (including but not limited to Twitter or Facebook).
 - If a user authorizes your application and/or website to access the Foursquare service, you may use such user's Foursquare service friends' data only in the context of the user's experience with your application and/or website. You may not use a user's friends' information outside of your application and/or website, even if a user consents to such use. No other use or retention of friend information is permitted.
 - Your application and/or website may not falsify the location of a user when communicating with Foursquare.
 - You may not publicly display any personal information of a user (e.g., name or profile photos) in any advertisement or promotions without Foursquare's prior written consent.
- If you receive any de-identified Foursquare Data, you will not use the Foursquare Data in combination with any other content, documentation, code, data and related materials made available through any other Foursquare product, service or application programming interface, or any product, service or application of any third party, to deanonymize, or attempt to deanonymize by any

manner or means, any Foursquare Data or to otherwise identify any individual.

- If you use any Foursquare location information, you must comply with our location database platform [usage rules](#).
- If your application is using the Foursquare API to build an integration that is similar to the essential user experience of Foursquare by providing services around local discovery, search, or recommendations, you may be subject to additional terms.
- If you use any "Explore" Foursquare Data you will not co-mingle any ranking and/or signal information obtained from such Foursquare Data with your own or third party ranking and/or signal information.
- Access to the API is currently provided for free, but Foursquare reserves the right to charge for access to the API in the future, at its sole discretion. If we do charge a fee for using the API or any feature thereof, you do not have any obligation to continue to use the API or the applicable feature.

IV. Retention

- Your application and/or website must offer a simple means for users to disable your application and/or website, upon which disabling, you shall permanently delete all data of such user.
- You may cache data you receive through use of the API in order to improve your application's and/or website's user experience, but you should try to keep the data up to date and must delete all old data. This permission does not give you any rights to cached data. For clarity, and without limitation,
 - You may not cache or store any Foursquare places information (including tips and venue photos) for more than 30 days without refreshing.
 - You may not cache a user's raw check-in information for more than 24 hours without refreshing.
 - You may not cache any data for any person that has not authorized your application and/or website (e.g., friends of users of your application) for more than 3 hours.
 - You may not track a user's check-in history or retain any data derived from a user's check-in history without first making the desired use clear to the user and obtaining affirmative consent to that use from that user. This includes tracking users via "here now" or top visitors of a venue.
 - In no event may you cache any data for more than 30 days.
- If you stop using the API or we disable your application and/or website, you must delete all Foursquare Data.
- You must delete all data concerning a user that you receive from the API if the user asks you to do so, and you must provide a simple and easily accessible mechanism for users to make such a request. We may require you to delete data you receive from the API if you violate our terms. In the event that we do, we will have no liability to you or any other person.
- Notwithstanding the foregoing, in the event Foursquare (a) ceases to provide the API or its places database through the API or (b) elects to charge for access to the API or its places database, and you elect not to continue to use the API and/or Foursquare's places database because of such charges and you notify Foursquare in writing of the same (each a "Transition Event"), Foursquare hereby allows you to retain the Transition Venue Information (as defined below) for a period of 3 months after the Transition Event ("Transition Period") while you transition your service and/or website to a different places database. If at any time during the Transition Period you transition to a new places database, the license from Foursquare automatically terminates and you must delete any such Transition Venue Information within 30 days after such transition, provided that you may continue to use any Foursquare venue ids. For the purposes of this Policy, "Transition Venue Information" means the address, phone number, email address, lat/lng information, url and twitter handle associated with any venue that is included in Foursquare's places database that you accessed prior to the Transition Event.

V. No Transfer

- You will not directly or indirectly transfer any Foursquare Data, including user data or Foursquare user IDs, to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset, even if a user consents to such transfer or use. By "indirectly," we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By "any Foursquare Data," we mean all data obtained through use of the API, including aggregate, anonymous or derivative data.
- You will not sell, rent, or transfer any Foursquare Data. If you are acquired by or merge with a third party, you may continue to use user data within your application and/or website, but you may not transfer data outside your application and/or website.

VI. Privacy Policy

- If you collect, use, store or disclose any Foursquare Data:
 - You must provide a privacy policy to users of your application and/or website that clearly discloses how you collect, use, store and disclose user data, including that:
 - you receive and use Foursquare service user data, including a description of the categories of user data received and how you use and disclose it;
 - you share user data with Foursquare, for use by Foursquare for its own purposes; and
 - the user may read the [Foursquare privacy policy](#)
 - You must clearly and conspicuously present your privacy policy to each user at the point of application and/or download, installation, authorization or first-run, and you must also make the policy available from the application user interface or from the home page of your website.
 - Your application and/or website must not collect personally identifiable information of any user unless it first informs the user about the types of information being collected and how that information may be used and then obtains the user's express permission for those uses.

VII. Attribution/Trademarks

- In connection with your use of the API and Foursquare Data you must comply with our [Attribution and Linking Policy](#). Additionally, you are required to display all attribution information and any proprietary notices associated with the Foursquare Data that you collect,

obtain or access through the API, including without limitation data from third party data providers.

- Your application and/or website must not:
 - Use business names and/or logos in a manner that can mislead, confuse or deceive users (e.g., do not copy the look and feel of the Foursquare service);
 - Confuse or mislead users about the source or purpose of your application and/or website;
 - Impersonate or facilitate impersonation of others in a manner that can mislead, confuse or deceive users.
- You must not express or imply any affiliation or relationship with or endorsement by us.
- If your application and/or website displays any Foursquare logos or trademarks, you must prominently include the following statement: "All of the Foursquare® logos (including all badges) and trademarks displayed on this [application/service] are the property of Foursquare Labs, Inc."
- You must read and comply with the [Foursquare Trademark and Brand Feature Guidelines](#).

VIII. Permissions/Feedback

- By incorporating the API into your website or service, you agree that Foursquare may collect and use information from you and your users as described in our Privacy Policy. You also agree that Foursquare may use automated methods to analyze your website or service where the API and/or Foursquare Materials have been incorporated. Any information you or your users submit, upload, post, create, or add to the Foursquare services through your use of the API (including, without limitation, the use by users of your service and/or website) shall be deemed a User Submission (as defined in the Terms of Use).
- Foursquare shall have the right to use, reproduce, transfer, sublicense and otherwise exploit perpetually any place, venue, latitude and longitude, or other location information that you or your users submit, upload, post, create or add to the Foursquare services through your use of the API (including, without limitation, the use by users of your application and/or website).
- If you choose to submit comments, ideas or feedback, you agree that Foursquare is free to use them without any restriction or compensation to you. By accepting your submission, Foursquare doesn't waive any rights to use similar or related feedback previously known to Foursquare, or developed by its employees, or obtained from sources other than you.

IX. Additional Terms for "Merchant API" Users

- You agree to comply with the [Foursquare Venue and Event Platform Terms of Use](#).
- When using the Merchant API to create, modify, view or display specials, offers, coupons, deals, etc. (collectively, "Specials") you must 1) expose the foursquare Special type, 2) provide attribution to Foursquare and 3) include a link to the relevant section of the foursquare venue dashboard.
- A Special must:
 - Be a special, offer, coupon, that provides a good, service, or benefit offered to a user for free or for a reduced price.
 - Not require that a user use another service or website to redeem the Special.
 - Be tied to at least one "check-in" in order for the Special to be unlocked.
- Your application and/or website must expose at least as much functionality with respect to the Foursquare Merchant Data as is made available through the Merchant API. If the Merchant API includes a particular function with respect to the Foursquare Merchant Data, all aspects of that function and all Merchant API calls related to that function must be enabled and exposed. Your application and/or website will need to expose any additional functionality added to the Merchant API within 4 months after you receive notice of any such functionality.
- You acknowledge that Foursquare may monitor any Merchant API activity for the purpose of ensuring quality, improving Foursquare products and services and compliance with this Policy. You shall not try to interfere with such monitoring or otherwise obscure from Foursquare your Merchant API activity. Foursquare may use any technical means to overcome such interference.
- You agree that Foursquare may inspect your application and/or website to determine your compliance with this Policy. Any such inspection will be during normal business hours. You must allow Foursquare to visit your place of business, or inspect your application and/or website in some other manner agreed between you and Foursquare, within 7 days after notice from Foursquare that Foursquare desires to inspect your applications and/or websites.
- If you manage a venue(s) on behalf of your customers:
 - You will only manage venues of a customer that:
 - Has entered into a binding agreement with you in which the customer explicitly consents to your management of its venue(s);
 - Is associated with a Foursquare service user account that is tied to the manager relationship of the applicable verified venue(s) on the Foursquare services;
 - Is the direct manager of the applicable verified venue(s) on the Foursquare services.
 - Foursquare will have the right to have a listing of all of your customers and the venues that you manage;
 - You will not include functionality that requests or collects Foursquare service usernames or passwords of the customer.
 - You may only access venue data, including "here now" data, for venues you manage, or if you manage venues on behalf of your customers, only for venues that your customers manage.
 - You may only create, modify, view or display Specials on behalf of venues you manage, or if you manage venues on behalf of your customers, only on behalf of venues that your customers manage. Foursquare reserves the right to (i) remove, suspend, block, edit or modify any Specials in its sole discretion, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Specials or if Foursquare is concerned that you may have violated this policy), or for no reason at all and (ii) to determine how and where to display the Specials in its sole discretion.
 - You must, at all times, provide to any customer for whose accounts you are accessing through the Merchant API the ability to easily and quickly (no longer than 3 business days after customer notice to you) disassociate their venues from your services and regain exclusive control of their venue accounts.
- You shall not use any automated means (for example scraping or robots) other than the Merchant API to access, query or otherwise collect Foursquare-related information Foursquare or any website owned or operated by Foursquare or a Foursquare partner site that displays Foursquare information.

- You shall not co-mingle any Foursquare Data with any data of a third party, specifically:
 - Your application and/or website must not show any input fields for collecting or transmitting Foursquare Data in the same tab or screen with the content of third parties or input fields for collecting or transmitting data to third parties.
 - Your application and/or website may not offer a functionality that copies data from one tab or screen into another tab or screen.
- Notwithstanding anything in Section IV (Retention) above:
 - In no event may you cache any Foursquare Data for more than 30 days.
 - In no event may you cache any Foursquare Data that includes user data for more than 3 hours.