

Restrictions and Responsibilities

Certain terms which are capitalized herein and not otherwise defined, have the meaning set forth in the Main Services Agreement.

Your subscription to the Service enables you to access and use the API, including to develop and implement web and software services, scripts and applications ("Zendesk Applications") for use in connection with your subscription to the Service for your internal business purposes in accordance with the Main Services Agreement and Zendesk Application Developer and API Agreement. Zendesk also permits you to publish Zendesk Applications and make them available to third parties subject to the Main Services Agreement and Zendesk Application Developer and API Agreement.

In order to use and access the API, you must obtain API credentials (a "Token") by becoming a subscriber to the Service. You may not share this Token and must keep this Token and all Login information secure. Your Token is the only means through which you are authorized to access the API.

Except as expressly permitted pursuant to the Zendesk Application Developer and API Agreement to which you are a party to, you may not use or access the API to obtain access to or extract any data stored or transmitted through the Service other than Service Data or to input data from any external source into the Service other than to your Account.

You may not use the API to substantially replicate products or services offered by Zendesk, including, without limitation, functions or clients on platforms (such as iOS or Android) where Zendesk offers its own client or function. Zendesk Applications may not use or access the API or the Service in order to monitor the availability, performance, or functionality of any of the API or Service or for any similar benchmarking purposes. You shall not use or assist a third party in using the API or any Software in such a way to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) Processes data related to interactions with End-Users; or (c) absent a license from Us otherwise, Processes data related to interactions originating from a Third Party Service that provides functionality similar to functionality provided by the Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction.

You may not, under any circumstances, through a Zendesk Application or otherwise, repackage or resell the Service or API. You are not permitted to use or access the API in any manner that does or could potentially undermine the security of the Service, the API or any data or information stored or transmitted using the Service.

You may not (i) interfere with, modify or disable any features, functionality or security controls of the Service or the API: (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API; or (iii) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Service or the API.

You are solely responsible (and Zendesk has no responsibility or liability of any kind), for the content, development, operation, or maintenance of Zendesk Applications. Without limiting the foregoing, you will be solely responsible for (i) the technical installation and operation of your Zendesk Applications; (ii) creating and displaying information and content on, through or within your Zendesk Applications: (iii) ensuring that your Zendesk Applications do not violate or infringe the Intellectual Property Rights of any third party; and (iv) ensuring that your Zendesk Applications do not contain or introduce Malicious Software into the Service, the API, or any data stored or transmitted using the Service.

You must respect and comply with the technical and policy-implemented limitations of the API and the restrictions Zendesk designs or informs you of in accessing or using the API or designing and implementing Zendesk Applications. Without limiting the foregoing, you may not violate any explicit rate limitations on calling or otherwise utilizing the API.

To the extent you develop or implement Zendesk Applications that transmit or otherwise use or access the API to transmit Service Data outside the Service, you will be responsible for any required notification to or consent of Agents or End Users that their data will be transmitted outside the Service. Zendesk is not responsible for the privacy, security or integrity of Service Data to the extent it is transmitted outside the Service by you or your Zendesk Applications using the API.

In submitting data to Zendesk, you warrant that you (i) will comply with all applicable laws governing your collection, storage, processing, use, and transfer of such information; and (ii) have provided all appropriate notices to data subjects and obtained all appropriate consents to transfer data to Zendesk and allow its processing according to the terms of your agreement(s) with Zendesk. In the event that you receive information from Zendesk, you agree to only use any Zendesk customer or contact information provided to you by Zendesk to promote the Zendesk service (including your Zendesk Applications and/or integrations to the Zendesk service), subject to additional instructions provided by Zendesk, if any, unless separate consent for other use is provided to you by Zendesk.

In using the Live Chat API, Zendesk Chat may suspend or terminate your access to and use of the API if it believes that you have violated or will violate the Main Services Agreement that apply to your use of the Service, these restrictions and responsibilities, any other posted documentation or Zendesk Chat otherwise determines it must do so in order to protect the Service, customers or Zendesk Chat's interests. Such determinations shall be made at Zendesk Chat's sole discretion.

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