



2015-07 NAMSOR API v006 – Terms of use

NamSor Gender API, NamSor Origin API, NamSor Parse API

Between

NAMSOR, a French limited liability company, as the licensor

And

The user, as the Licensee

Declaring that

NamSor provides web users with its own public website at the URL: www.namsor.com and <https://api.namsor.com/>

NAMSOR makes available to the public its own API under the terms and conditions as defined hereafter.

Article 1: NAMSOR exclusive private ownership

NAMSOR Gender API, NAMSOR Origin API, and NAMSOR website (hereafter the Services), are the exclusive ownership of NAMSOR SAS, a French limited liability company, registered office in Versailles 78000 - 65 rue de la Paroisse, FRANCE

Article 2: License agreement

NAMSOR grants the USER a nonexclusive, non transferable, non sublicensable, worldwide, and revocable license to use and make calls to its API to:

- a) Use our API to develop, implement and distribute software, applications, services or products;
- b) Use and display the NAMSOR trade mark only to inform end-users that such software, applications, services or products were developed by integrating NAMSOR's own API or data.

Specific end-user applications licenses:

- Onomastics Extension for RapidMiner is an open source module using Namsor API. It is released under GNU AFFERO GENERAL PUBLIC LICENSE (AGPL) and available on GitHub:

<https://github.com/namsor/rapidminer-onomastics-extension/>

The USER is not allowed to distribute or to display in any manner the results carried out via NAMSOR or any of its API. Withstanding prior written request from the USER, NAMSOR may grant such a license.

Article 3: Disclaimers and limitation of liability

Sociolinguistic inference does NOT deliver 100% accurate results, but only correlations that are statistically meaningful. NAMSOR do its best to provide excellent Services. However, the Services are provided AS-IS and NAMSOR makes no warranty of any kind. NAMSOR offers free trials. NAMSOR don't give refunds.

NAMSOR is not responsible for any result of any kind brought out its Services.

The USER is solely responsible when using NAMSOR services.

Neither NAMSOR is not responsible for any damage, injury or accident which may result to anyone or any of its material, tool, database, software, hardware, from the use of its Services.

When a USER should be dissatisfied with NAMSOR Services, the exclusive remedy is to discontinue using them.

Article 4: Modifications – Interruption - Accuracy

NAMSOR is free to modify or to interrupt its services. NAMSOR is never liable for such a modification or interruption. NAMSOR is not committed to provide any update.

Article 5: Data - Personal data - Privacy Policy

All information going in/out of NAMSOR API is logged in order to improve NAMSOR services, i.e. to improve the accuracy of NAMSOR sociolinguistics algorithms.

NAMSOR don't sell, rent or trade personal data. NAMSOR carry out demographic studies on names (onomastic) to enhance comprehension of global names.

NAMSOR may collect personal or non-personal identification information such as cookies from any USER.

The User grants NAMSOR with the rights to register and to operate its data, including personal data.

The User is granted by NAMSOR to access and to correct personal data.

Any USER is also granted a right to opt out of his personal data treatment.

Article 6: Applicable laws and jurisdictional issues

French law shall apply. Both Parties shall do its best efforts to find a conciliation.

One month after the communication of the claim from one party to the other and if the conciliation attempted should fail, then any disputes arising out of or in connection with the present contract shall be finally submitted to the French jurisdiction.

Article 7: Parties location

The USER is presumed located at the first address he declared. NAMSOR is located at its registered office above mentioned.