Zeo Developer Interface Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING A ZEO DEVELOPER INTERFACE.

By accessing and using any Zeo Developer Interface you explicitly agree to comply with and be bound by the following terms and conditions. These terms of use cover all Zeo Developer Interface including the "Zeo Web API", the "Zeo Data Decoder Library", and the "Zeo Raw Data Library".

- 1. **Services**. The Zeo Developer Interfaces are a Zeo, Inc. service that allows licensees to retrieve certain data regarding Zeo users. The specific Zeo Developer interfaces currently available or planned are defined below. Zeo will announce new releases and changes to the Terms of Use at http://developers.myzeo.com.
 - Zeo Web API A set of web services that allow third parties to develop applications that allow users full access to their individual sleep records.
 - Zeo Data Decoder Library- A version of software and a library that enables a user to decode Zeo sleep data stored on a memory card without uploading data to mySleep.myZeo.com.
 - Zeo Raw Data Library A version of software and a library that enables a user to decode Zeo sleep data and raw signal data in real time using the auxiliary serial port located on the back of Zeo.
- 2. **Copyright And License**. You are granted a limited, non-sublicensable right to access the Developer Interfaces to develop, reproduce and distribute applications that interoperate with Zeo products. Both commercial and non-commercial uses of the Developer Interfaces are acceptable.

This license is subject to the following restrictions:

- General Restrictions (for all Zeo Developer Interfaces)
 - You may not use the Zeo Developer Interfaces for any other purpose not expressly and unambiguously authorized by these Terms of Use, without Zeo's prior written consent. All rights not expressly granted to You under these Terms of Use are reserved by Zeo.
 - The Zeo Personal Sleep Coach is neither a medical device nor a medical program and is not intended for the diagnosis or treatment of sleep disorders. As a consequence, the Developer Interfaces's may not be used for the purposes of providing medical diagnosis or treatment.
 - The Zeo Developer Interfaces allow you to access a users personal data. You
 must always ensure that you have the express permission of a user to access
 their data and you will not attempt to access data for which you have not
 obtained adequate permission.
 - You may not use the Zeo Developer Interfaces in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Zeo TOS or these Terms of Use;

- You may not use the Zeo Developer Interfaces in a product or service that competes with products or services offered by Zeo, Inc. Zeo offers a sleep measurement tool, a sleep quality measure ZQ, a sleep coaching program, and a data analysis website with a focus on sleep. Exceptions may be granted please contact developerrelations@myzeo.com.
- You further agree not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the Zeo Developer Interface or any data provided by Zeo, Inc..
- These Developer Interfaces are currently provided free of charge. Zeo Inc. reserves the right to at a future date charge for access to these Developer Interfaces.
- If you become aware that any user of your implementation is in material breach
 of these API Terms of Use then you agree to notify Zeo, Inc. promptly of such
 breach by e-mail to developerrelations@myzeo.com and to take prompt
 commercially reasonable corrective action at your expense to remedy such
 breach.
- Zeo Web API Specific Restrictions
 - All calls to the Zeo Web API must reference the Web API Key issued to you as
 an approved licensee. You agree to keep the Web API Key confidential, and not
 to share it with any third party. This license is personal to you, and any affiliates
 must seek and obtain their own license and Web API Key.
 - You may not sell, lease, share, transfer, or sublicense the Zeo APIs or access or access codes thereto without Zeo's prior, express, written permission;
 - Zeo Inc. reserves the right to set a limit to the number of Web API calls per day.
- 3. **Indemnity**. You agree to hold harmless and indemnify Zeo, Inc., and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Zeo Developer Interface, violation of these Developer Interface Terms of Use or other actions connected with use of Zeo, Inc. services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Zeo, Inc. will provide you with written notice of such claim, suit or action.

- 4. NO WARRANTIES. THIS SITE, THE MATERIALS, DATA, AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THIS SITE, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SERVICE, IS AT YOUR SOLE RISK. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, AND CONTENT ON THE SITE. WE DO NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY.
- 5. LIABILITY LIMITATION. IN NO EVENT SHALL ZEO, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE ZEO DEVELOPER INTERFACE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 6. **Intellectual Property**. The Zeo Developer Interface and Zeo Brand are the property of Zeo, Inc., and subject to the intellectual property rights of Zeo, Inc. (c) 2010 Zeo, Inc.. All rights reserved.
- 7. **Modification**. Zeo, Inc. may change, add to or delete these Terms of Use or any portion thereof from time to time at its sole discretion. You are responsible for monitoring these changes and complying with the most recent Terms of Use.
- 8. **Termination**. Zeo, Inc. may change, suspend or discontinue any Zeo Developer Interface at any time for any reason, without notice. We reserve the right, without notice and in our sole discretion, to terminate your license to use andy Developer Interface, and to block or prevent future access to and use of any Developer Interface. Upon any termination of these Terms of Use, You shall promptly delete and remove all calls to the Zeo Developer Interfaces from all web pages, scripts, widgets, applications, and other software or hardware in your possession or under your control.

9. **General**. You represent that you have the authority to bind the organization (if any) identified in your application for the Zeo Developer Interface. You agree not to export from anywhere any part of the Zeo Developer Interface provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. If any part of these Developer Interface Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Developer Interface Terms of Use will continue in effect. Except as expressly stated herein, these Developer Interface Terms of Use constitute the entire agreement between you and Zeo, Inc. with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Zeo, Inc. with respect to the Zeo Developer Interface.