

IP2LOCATION.IO WEB API TERMS OF SERVICE

This Terms of Service Agreement (“Agreement”) is a legal contract between **Hexasoft Development Sdn. Bhd.** (“IP2Location”, “Company”, “we”, “us” or “our”) and the subscriber or user (“Customer”, “you” or “your”) accessing or using the Web API services provided at **ip2location.io** (“Service”).

By creating an account, acquiring an API key, or integrating the IP2Location.io API into your applications, Customer agrees to be bound by the terms of this Agreement.

1. DEFINITIONS

“**API**” or “**Web API**” means the IP2Location.io programmatic web interface allowing real-time querying of IP address intelligence and geolocation data.

“**API Key**” means the unique security credential issued by the Company to authenticate requests made to the Service.

“**Data**” means any IP geolocation, proxy, threat, or network intelligence returned by the Web API.

“**Query Credit**” means a single request unit allocated under Customer’s subscription plan for querying the Web API.

2. GRANT OF RIGHTS & API ACCESS

Grant of Rights: Subject to the terms and conditions of this Agreement and payment of all applicable fees, IP2Location grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited right during the subscription term to access and query the Web API solely for Customer's internal business operations or integration into Customer's software applications.

API Key Protection: Customer must maintain the strict confidentiality of assigned API key(s). Customer shall not publish, share, distribute, or embed API keys in publicly accessible environments (including, but not limited to, client-side JavaScript, public code repositories, or distributed mobile client applications).

Account Responsibility: Customer is solely responsible for all activity, queries, and bandwidth consumed under its API key, whether authorized by Customer or resulting from unauthorized access. Customer agrees to notify IP2Location immediately of any suspected compromise of its API key.

3. USAGE RESTRICTIONS & PROHIBITIONS

Customer expressly agrees **not** to:

Database Reconstruction: Use automated scripts, systematic queries, or sequential IP sweeps to scrape, harvest, or extract Data for the purpose of creating, rebuilding, or supplementing a standalone IP database or competing IP geolocation service.

Reselling & Sublicensing: Sell, rent, lease, sub-license, or redistribute raw API responses or access credentials to third parties as a standalone service.

Bypassing Rate Limits: Employ tactics to evade, bypass, or flood rate limits, concurrency caps, or quota restrictions set by the applicable subscription plan.

Unlawful Use: Use the Web API to engage in unlawful monitoring, fraud, cyberattacks, spamming, or to circumvent sanctions and legal compliance frameworks.

4. DATA CACHING & RETENTION POLICY

Temporary Caching: Customer is permitted to cache API response Data locally within its application architecture strictly to optimize query efficiency and lower latency.

30-Day Expiration: Cached Data must not be retained for more than thirty (30) consecutive calendar days from the original query timestamp. Customer must purge or refresh cached Data through the API upon expiration of this 30-day window.

5. SUBSCRIPTIONS, API CREDITS & BILLING

Subscription Plans: Usage limits and monthly Query Credit quotas are determined by Customer's selected plan. Monthly quotas reset at the start of each billing cycle and do not roll over.

Overage Charges: Queries exceeding Customer's base plan quota will be billed at the standard overage rate specified for the subscription, or requests may be throttled/blocked until the next billing cycle.

Refund Policy: All sales are final. Due to the real-time processing and immediate consumption nature of API credits, IP2Location does not offer refunds once API queries have been consumed or a subscription billing period has commenced.

6. TAXES & DUTIES

Customer shall be responsible for all applicable federal, state, municipal, sales, withholding, value-added, use, excise, and other taxes or duties payable in respect of this Agreement, excluding taxes based solely on IP2Location's net income.

7. SERVICE AVAILABILITY & PERFORMANCE (SLA)

Uptime Effort: IP2Location uses commercially reasonable efforts to maintain a target service uptime of 99.9% for the Web API.

Maintenance Windows: Routine or emergency maintenance may periodically interrupt API availability. IP2Location will endeavor to notify users of scheduled downtime via status updates or email when feasible.

Disclaimer: The Service is provided on an "AS IS" and "AS AVAILABLE" basis. IP2Location does not guarantee uninterrupted, error-free, or zero-latency API operations.

8. INTELLECTUAL PROPERTY RIGHTS

Ownership: IP2Location retains all right, title, and interest in and to the Web API, underlying software engines, data structures, documentation, trademarks, and all returned Data.

No Transfer of Rights: No ownership of any intellectual property is transferred to Customer under this Agreement. Customer is granted only the limited access rights explicitly stated in Section 2.

9. LIMITATION OF LIABILITY & INDEMNIFICATION

Consequential Damages: To the maximum extent permitted by law, IP2Location shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of revenue, profits, data, or business disruption resulting from API downtime or inaccurate data.

Liability Cap: IP2Location's maximum aggregate liability for any claims arising under this Agreement shall not exceed the total amount paid by Customer for the Web API Service in the three (3) months preceding the incident.

Indemnification: Customer agrees to indemnify and hold harmless IP2Location, its officers, directors, and employees against any claims, damages, or legal costs arising from Customer's violation of this Agreement or misuse of the API.

10. TERMINATION & CONSEQUENCES OF TERMINATION

Termination: IP2Location reserves the right to immediately suspend or terminate Customer's API access without prior notice or refund if Customer breaches any term of this Agreement or engages in unauthorized API querying patterns. Customer may cancel its account at any time via the user dashboard.

Consequences of Termination: Upon termination or expiration of this Agreement for any reason:

- All rights and licenses granted to Customer shall immediately cease.
- Customer's API keys will be permanently deactivated.
- Customer must immediately cease accessing the Web API.
- Customer must permanently delete and purge all cached API Data from its servers, databases, and backup media within seven (7) calendar days of termination.

11. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (excluding obligations to make payments) to the extent that such delay or failure is caused by an event or circumstance beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, fire, floods, pandemics, internet service provider failures, or denial-of-service (DDoS) attacks (a "Force Majeure Event").

The party affected by the Force Majeure Event shall provide written notice to the other party as soon as reasonably practicable, but in no event later than five (5) business days after becoming aware of the event. The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as possible. If a Force Majeure Event continues for a period of more than thirty (30) consecutive days, either party may terminate this Agreement immediately upon written notice to the other party.

12. LEGAL & ADMINISTRATIVE PROVISIONS

Compliance with Laws: Customer shall comply with all applicable local, state, national, and international laws, regulations, and statutes in connection with its access to and use of the Web API, including but not limited to export control regulations, trade sanctions, and data protection/privacy laws (e.g., GDPR, CCPA).

Notices: All legal notices, requests, or communications required under this Agreement shall be in writing. Notices to IP2Location shall be delivered via registered mail to its corporate office or emailed to support@ip2location.io. Notices to Customer will be delivered via the email address linked to Customer's account dashboard. Notice shall be deemed given 24 hours after an email is sent.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of IP2Location and Customer, as well as their respective legal representatives, successors, and permitted assigns.

No Third-Party Beneficiaries: Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Survival of Provisions: Any provision of this Agreement that by its nature should survive termination or expiration shall survive, including without limitation Section 3 (*Usage Restrictions & Prohibitions*), Section 6 (*Taxes & Duties*), Section 8 (*Intellectual Property Rights*), Section 9 (*Limitation of Liability & Indemnification*), Section 10 (*Consequences of Termination*), Section 12 (*Legal & Administrative Provisions*), and Section 13 (*Governing Law & Jurisdiction*).

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

Failure to Enforce (Non-Waiver): The failure or delay of IP2Location to enforce or exercise any right, power, or provision of this Agreement shall not constitute a waiver of such right or provision, nor shall any single or partial exercise preclude any other or further exercise of any right under this Agreement.

13. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Pulau Pinang, Malaysia.