



FRANCE SAS

Technopole de l'Aube-en-Champagne
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75001 Paris

api@qemotion.com

API Access request form

Our company

Qemotion is a IA solution for emotional and predictive analysis of customer feedbacks and comments. We offer alerting tools and optimized prescriptive decisions for customer services.

The company is incubated both at the Welcome City Lab (Paris) since January 2017 at the Technopole de l'Aube-en-Champagne (Troyes) since May 2015.

Tell us more about you

Full Name:

Email:

Entity (Research center, company, etc):

Adress:

Postcode:

City:

Country:

Tell us more about your project (Context, Purposes, Framework, etc.):

What is the origin of your source of data (source(s) of information)?

Surveys Web Social networks Mail Other: _____

Please precise the language(s):

French English Both Other: _____(precise your need).

Who are the content transmitters of your data (public)?

Customers Employees General audience Other: _____

Please describe the use you forecast for the emotional results you will receive:

Please describe the estimated number of calls for your tests:

Please tell us if you forecast a commercial use of the data ?

Yes No

Please certify that you won't attempt to access or reverse engineer the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, or functions of the Service, or (iii) copy any ideas, features, or functions of the Service;

Yes No

NB: An updated API documentation is available under our website: <http://www.qemotion.com/api/documentation>

Terms and conditions

Introduction

The Qemotion.com website and the Qemotion services offered on this website (“Qemotion Service”, “Qemotion Services” or “the Services”) are owned and operated by Qemotion France SAS. This web page describes the terms and conditions governing your (“you”, “You”, “Your” or “Customer”) use of the Qemotion Services and this website. By accessing this website or using any Qemotion Service, you signify that you have read, understood, and agree to be bound by these terms and all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these terms, please do not use this web site or the Qemotion Services.

Representation

If you are using the Services on behalf of an organization or entity (“Organization”), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, “you” and “your” refers to you and that Organization. If you or your organization have entered into a separate written agreement with Qemotion governing your use of the Qemotion Services, then the terms and conditions of that separate agreement will prevail and govern, and any conflicting terms of this Agreement will not be given effect. The Service may change from time to time as we evolve, refine or add more features to the Service, often without prior notice to you. In addition, Qemotion may temporarily or permanently stop providing the Service, or any features within the Service, to you or to users generally and may not be able to provide you with prior notice.

API License

Subject to your continuous compliance with these terms and conditions, Qemotion grants you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, non-assignable license to access and use the selected proprietary application programming interface (API) solely to implement, integrate and use the Qemotion Services for personal or business purposes. We reserve all rights not expressly granted in these Terms in the Service.

API Key

Qemotion makes the Service available to you electronically, requiring a Qemotion API Key for you to access the services. As a condition of receipt and use, of this Key it is acknowledged that API key is to be kept private. It may not be shared or otherwise disclosed to third parties. You acknowledge that it is your responsibility to protect this API Key. You also acknowledge that you will not create multiple accounts to get multiple free API Keys at any time and under whatever circumstances unless explicitly allowed by Qemotion.

Ownership

You will retain ownership of our output while Qemotion retains ownership of its processing service and its configuration. Qemotion reserves any and all rights not specifically granted to you herein.

Your Account

You must provide accurate information when you create your Qemotion account. Your Qemotion account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of users or organizations. All of your data will be immediately deleted from the Service if you cancel your account or Qemotion terminates your account as set forth below. This information cannot be recovered once your account is cancelled. Termination of the Service results in the deletion of your account and all your data. In all these cases, only the information necessary for the management, accounting, and charging of the service is preserved.

Account Security

You are responsible for safeguarding the password that you use to access the Service, and for any activities or actions under your password, whether your password is with Qemotion or a third-party service. Same criteria applies to your assigned API key(s). You agree not to disclose your password and API key(s) to any third party. Qemotion cannot and will not be liable for any loss or damage arising from your failure to comply with the above

requirements. You must notify Qemotion immediately upon becoming aware of any breach of security or unauthorized use of your account.

Your Content

You understand that all content that you input, post, transmit, stream or upload to the Service are your sole responsibility. This means that you, and not Qemotion, are entirely responsible for all data that you input, upload, post, stream, transmit or otherwise make available via your account. Qemotion does not control the data analyzed or modeled via the Service and, as such, does not guarantee the accuracy, integrity or quality of such data. To use the Service, you must be the owner, have the rights to use the data, or use public data for all data sources that you create within Qemotion. Your data sources cannot be obtained by fraud, involve the use of counterfeit or stolen data, or have been obtained by other unlawful method. Your data sources cannot infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or privacy laws. Your data sources cannot violate any law, statute, ordinance or regulation (including without limitation those governing export control or consumer protection). Your data sources cannot create liability for Qemotion or cause us to lose (in whole or in part) the services of our ISPs or other suppliers. Your data is considered confidential information by Qemotion as set forth in our Privacy Policy. Notwithstanding the foregoing, a party receiving confidential information will not be in violation of this agreement regarding a disclosure that was in response to a valid order by a court or other governmental body nor will Qemotion be in violation if it discovers that you intend to use the Service to further an impermissible purpose or to commit or plan a crime. To safeguard the confidentiality of the texts analyzed in Qemotion, these are deleted automatically once the processing has ended. The only information that remains is the essential for accounting the consumption of the service: user, instant of the request and word count. Please note that Qemotion does not retain the raw textual content submitted to the Qemotion Service and does not claim copyright or license for any submitted content.

Subscriptions

You have the option of purchasing a subscription to the Service. Paid subscriptions are sized and priced at the discretion of Qemotion and may change from time to time. To initiate a subscription you must enter a valid debit or credit card. When you confirm your subscription on Qemotion, you agree to be bound by and pay for that purchase. Subscriptions by default have no ending date, they are ended through the cancellation process available in your account dashboard. Billing cycles are monthly periods that begin on the day the subscription is purchased. Payments are done at the beginning of the billing period; if a payment fails, the subscription will be automatically canceled. Subscriptions are associated to conditions of use of the service. It is at the discretion of the user to effectively take the use of the service up to their monthly limits. At the beginning of each billing period, these conditions will be reset to the values established by the subscription. You may upgrade your subscription at any time through the self-serve functions in your account dashboard. When you upgrade your subscription, you are invoiced at the price of your new subscription level and for all effects, a new subscription is started. The unused requests from the billing period of the previous subscription will be added to the limit of the new subscription exclusively for the first billing period. You may downgrade your subscription at any time; the downgrade will take effect at the start of your next billing cycle. This includes the cancellation process of any paid subscription by which a subscription is reverted to the Free plan.

Payment

Unless otherwise set forth in a separate purchase order or agreement, terms of payment shall be due according to published subscription rates. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. If you believe that Qemotion has charged you in error, you must contact Qemotion within 90 days of such charge. No refunds will be given for any charges, which are more than 90 days old. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee. Qemotion retains the right to delete any resources (client dictionaries or models) generated by a subscription that has not been updated within 90 days.

Refund and Cancellation Policy

You may cancel your subscription at any time; your cancellation will take effect at the end of your current billing cycle. No refunds will be provided for portions of the current billing cycle following a downgrade or cancellation.

Use of the Service

You agree not to misuse the Qemotion Service. For example, you must not, and must not attempt to do the following things:

- Access or reverse engineer the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, or functions of the Service, or (iii) copy any ideas, features, or functions of the Service;

- Publish or perform any benchmark or performance tests or analysis relating to the Service or the use thereof without express authorization from Qemotion;
- Utilize the information provided by the Service to create a service similar to Qemotion, including but not limited to: text analysis services, meta-data extraction, retrieval, or entity extraction services, and content categorization services;
- Create or use multiple Qemotion keys;
- Republish information provided by Qemotion in a bulk format;
- Use the Service to reproduce copyrighted materials;
- Make the Service available over a network (other than this website) where it could be used by others;
- Translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Service, features or ideas from the Services, or any portion of them;
- Circumvent any technology used by Qemotion or its licensors to protect information accessible via the Service;
- Sell, rent, lease, transfer, or sublicense any of the Service;
- Utilize or enable a third party to utilize Qemotion via any means that bypasses this Terms or the Qemotion registration process, including but not limited to: proxy servers, spiders, scraping robots, or other technology;
- Distribute, facilitate, or enable access to the Service in any manner deemed by Qemotion in its sole discretion to be objectionable or harmful to the business or reputation of Qemotion;
- Use the Service in conjunction with deep packet inspection and/or any form of network surveillance technology;
- Use the Service to monitor Internet and/or other telecommunications traffic; or
- Use the Service in any way that violates these Terms; or
- Use the Service for any unlawful purposes or for promotion of illegal activities.
- Qemotion reserves the right to investigate and/or suspend any account that violates any of the above rules and to immediately terminate that account without further notice.

Termination

Qemotion reserves the right to refuse service to anyone for any reason at any time. Qemotion, in its sole discretion, retains the right to suspend or terminate your account and/or refuse any and all current or future use of the Service, for any reason at any time. Without limiting other remedies, Qemotion may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your account and/or refuse to provide the Service. If you wish to terminate this Agreement you may do so by discontinuing use of the services. Qemotion will not be liable for any costs, expenses, or damages as a result of either party choosing to terminate this Agreement. Upon termination of this Agreement, you will promptly cease using the Services. Upon termination or expiration of this Agreement all rights and obligations of the parties under this Agreement shall immediately cease, provided that certain rights and obligations, including but not limited to, the right to payment, shall survive.

Content Delivery

Qemotion will make the Service output available to you electronically. By creating a Qemotion account, you agree to be globally subscribed to all Qemotion marketing and system emails. You will have the option to unsubscribe from these emails at any time.

Support

Depending on your Service level, Qemotion will make available its web and email based support services for the API, which provides you with access to its knowledge base archive to assist in troubleshooting and answering questions of a general nature regarding the API. You are responsible for providing all support and/or technical assistance to your end users regarding the use of your service (including any issues related to the Content and the API). Qemotion will not provide support and/or technical assistance directly to your end users, if applicable.

Privacy

We care about the privacy of our users. We collect, use and share personally identifiable information and non-personally identifiable information as described in our Privacy Policy, that can be found here. You agree that by using the Service, you agree to the collection of such information, and to have your personal data collected, used, transferred and processed. Qemotion will not share content that you pull through the API with anyone under any circumstances. Qemotion may use content metrics and account metrics for internal market research purposes, as well as to optimize the API configuration and scale it. None of this content will be released to third parties. Qemotion may cooperate with and disclose information (including your account information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation,

proceeding or claim arising from an asserted illegal action or infringement due to your use of the Qemotion Services.

Attribution

Users of the Free Plan of the Service, shall agree to conspicuously display the Qemotion API logo to indicate that Qemotion technology is being used. This graphic shall measure at least 200 by 100 pixels and be displayed on all web pages, documents or other renderings where Qemotion API Content or API data is used. In addition you will provide a clickable hyperlink to Qemotion which shall read: "Powered by Qemotion API" within your website or application. Similar attributions must be used in all published and/or printed works, including but not limited to research papers and journal articles. Qemotion hereby grants a nontransferable, nonexclusive license to use Qemotion's trademarks during the period of use to display the Qemotion icon and to advertise the use of Qemotion's API on licensee's site or service. Likewise, licensee hereby grants to Qemotion a nontransferable, nonexclusive license under Licensee's trademarks during the period of use to advertise that Licensee is using Qemotion's Services. Except as set forth in this Section, nothing in this Agreement shall be considered a grant or shall be deemed to grant to one party any right, title or interest in or to the other party's trademarks. All use of Licensee's trademarks by Qemotion shall inure to the benefit of Licensee and all uses of Qemotion trademarks by Licensee shall inure to the benefit of Qemotion.

Copyright Policies

As between you and Qemotion, you acknowledge that Qemotion LLC owns or has a license to all title and copyrights in and to the Qemotion Services. All title and intellectual property rights in and to the content available through the Qemotion Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

Copyright Infringement

If you believe that your own copyrighted work is accessible on the Service in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains the following written information: A description identifying in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so it may be accurately located using the URL. Where multiple works are at issue please provide a list of URLs or sufficient information to locate the alleged infringing material.

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest:
A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, or the law;

A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Also include your name, mailing address, telephone number and email address.

For additional questions or to forward your Notice of claims of infringement to Qemotion's Copyright Agent please go to <https://www.Qemotion.com/developer/support>.

Disclaimer of Warranty

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Indemnification

You will defend, indemnify and hold Qemotion and its licensee and licensors, and their employees, contractors, agents, officers and directors harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party arising out of (i) allegations that your use of Qemotion infringes or misappropriates any trademark, copyright or other intellectual property of any third party, (ii) Customer's use of Data, (iii) Qemotion Services or the Qemotion API that are modified by Customer if the alleged infringement relates to such modification; (iv) Qemotion Services or the Qemotion API that are combined with any Customer product, process or materials where the alleged infringement relates to such combination; (v) Customer's use of a version of the Qemotion Services or Qemotion API other than the version that was current at the time of such use; (vi) infringement or misappropriation of any proprietary right in which Customer has an interest; or (vii) your breach or alleged breach of any of your obligations or representations under this Agreement.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QEMOTION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THIS SERVICE. UNDER NO CIRCUMSTANCES WILL QEMOTION BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QEMOTION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL QEMOTION ITS AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF QEMOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or Terms page, so please check those pages regularly. If for any reason you are unable to comply with any modification or change you must stop using the Qemotion Services, or, if applicable, cancel your subscription. You will be deemed to have accepted the terms of use as amended if you continue to use any of Qemotion Services after any amendments are posted on the Site.

General

This Agreement will be governed by and construed in accordance with the French law, (France), excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the justice courts located in Troyes, France and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. You may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Qemotion 's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture,

employment, franchise, or agency between the parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Please choose the API you're interested in:

- Text To Emotions API
- Text To Emotions Premium API
- Text To Sensations API
- Text To Sensations Premium API
- Text To Thematics API (For emotional analysis on specific thematics, please contact us)

I have read the following terms & conditions and apply for a free API Key:

Full Name:

Signature: