

# Postman EULA

*Effective: May 25, 2018*

## 1. Introduction

This document is an End-User Licence Agreement (“**EULA**”) between you (“**You**” or “**you**”) and Postman, Inc.(“**Postman**”) and it governs your use of all versions of Postman (Postman, Postman Pro and Postman Enterprise) (collectively “**Product**”) . If you are agreeing to this Agreement not as an individual but on behalf of your employer/company, then You means your employer/company, and you are binding your employer/company to this EULA.

## 2. Accepting the Agreement

By downloading, installing, or using the Product on any computer system, You agree to be bound by this EULA. [Postman reserves the right to modify terms of this EULA at its discretion. If Postman makes any material changes to the EULA terms, it may notify you by email or posting a notice on its website [[www.getpostman.com](http://www.getpostman.com)] (“**Website**”).]

You must be legally capable of entering in to a binding contract under the laws of the country and/or state to which You are subject to. If You are a non-individual such a company, the person entering in to this EULA must be duly authorized (by such non-individual entity) to enter in to it. If You are not legally capable of entering into a contract under the laws of country and/or state to which you are subject to, you cannot use the Product and you must uninstall the Product and cease its use immediately.

You must be a human being to enter into this EULA even if you intend to Use to the Product on an automated platform or other form of non-human Use. Any use of the Product by ‘bots’ or other automated tools or methods is not permitted under this EULA unless the EULA has been entered into by a human being.

The Product is available in three variants – Postman, Postman Pro and Postman Enterprise. This EULA is applicable to your Use of any and all variants of the Product subject to the condition that there are variant specific terms that are incorporated in to this EULA in subsequent sections. In the event of a conflict between the terms of this EULA and a variant specific section, the terms of the variant specific section will prevail to the specific extent set out in such variant specific section.

### **3. License Grant**

Subject to the terms and conditions of this EULA and Your paying the applicable fees, Postman grants You a revocable, non-exclusive, non-transferable, non-sublicenseable, license to Use\* the Product in executable code form in accordance with the terms of this EULA. Except for the limited license set out in this EULA, Postman grants you no other license or right in the Product. Your license will end when this EULA is terminated even if there are terms to the contrary set out elsewhere in this Agreement or in other documentation entered into between Postman and you.

\*Use, Using or Used means to directly or indirectly activate the processing capabilities of the Product, load, execute, access, utilize, store, employ the Product, or display information resulting from such capabilities including uploading any Content\*\* or generating any Content by utilizing its capabilities. User means anyone Using the Product.

\*\*Content means any data, code, content, images or other materials of any type that you upload, process, submit or otherwise transmit through the Product.

The Product may be provided with certain Open Source Software (“OSS“) as listed here: <http://www.getpostman.com/dependencies>. Your Right to use such OSS shall be governed by the applicable OSS license agreement instead of the terms of this agreement.

### **4. Proprietary Rights and Non-exclusivity**

You acknowledge and agree that Postman owns all legal rights, titles and interests in the Product including but not limited to any ideas, concepts, inventions, systems, platforms, interfaces, tools, utilities, user interface, algorithms, logic, formulae, scripts, work flows, processes, software, methodologies, databases know-how, trade secrets and other technology and information including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

This EULA is a non-exclusive arrangement. There is no prohibition or restriction on Postman to provide same or similar rights as set out in this EULA to any other person.

### **5. Software Terms**

#### **5.1 Number of Instances**

Some versions of the product may not require a Postman Account (section 5.2), You will be permitted to install and Use those versions of the Product on a single computer system. You are not allowed to Use or install any versions of the Product on a shared network, platform or resources where more than one computer system is capable of accessing it simultaneously.

## **5.2 Postman Account**

Postman products allow You to create an Individual Account (referred to as an Account in this EULA). The information you provide to us when you create an Account must be accurate, complete and current. You also have the obligation to keep your Account information accurate, complete and current at all times. If any of the information you submitted to us at the time of account creation changes, you must promptly update the same.

At any given point in time a specific Account may only be logged in on a maximum of three (3) computer systems.

You must keep your account access credentials safe and secure. You are responsible for all actions taken through your accounts. You are required to promptly inform Postman and modify your account login credentials or those of a permitted user if such login credentials are compromised and/or misused/likely to be misused by a third party to improperly access the Product through your account.

## **5.3 . Postman Teams**

All versions of the Postman product may support working collaboratively in Teams.

The individual who will be responsible for the establishment and management of your Team is referred to as a Team Administrator. Once your Team Administrator has created your Team, she/he can invite other individuals to Use the Product through the “invite” feature in the Product (each a “Team Member”). The Team Administrator will be required to provide the name, email address, employer name (if applicable) and any other information required by Postman for each Team Member.

Each individual Team Member will be required to follow the instructions set out in the Team Administrator’s invitation to complete their registration as a Team Member and be able to Use the Product.

Your Team Administrators shall at all times have the right to add or remove Team Members from your Team by following relevant instructions in this regard as set out in [www.getpostman.com/docs](http://www.getpostman.com/docs).

A Team Administrator shall be entitled to designate more than one Team Member as Team Administrator. Upon such designation, each new Team Administrator will be able to do everything that any other Team Administrator is permitted to do by the Product and this EULA.

Postman charges you a fee for each individual to whom you want to provide the ability to Use the Product on your behalf. You must not exceed the number of licensed users allowing any form of time sharing use or by permitting more than one individual to use the same set of Team Member login credentials or any other arrangement which bypasses or defeats Postmans’ system controls designed to enforce team size limits.

## 5.4 The Postman API

Your Account data may be accessible via an API (Application Programming Interface). Any use of the API, including use of the API through a third-party product that accesses the Account, the Product or the Website is bound by the terms set out in this EULA and the following specific terms:

- a) Abuse or excessively frequent requests to the Account, the Product or the Website via the API may result in the temporary or permanent suspension of your Team's access to the API. Postman, in its sole discretion, will determine abuse or excessive usage of the API. Postman will make a reasonable attempt via email to communicate the Team Administrator prior to suspension.
- b) Postman reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.
- c) Notwithstanding the generality of the terms set out in clause (a) and (b) above, you agree that each Team Member shall, while accessing their Account, the Product or the Website via an API, comply with the specific terms set out at: <https://api.getpostman.com>.
- d) You expressly understand and agree that Postman shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Postman has been advised of the possibility of such damages), resulting from access data via the API.

## 6. Ownership and Sharing of Content

You own all of the rights and title in the Content that you upload into, or generate by Using, the Product. Therefore, You are solely responsible for any Content uploaded into or generated by Using the Product through your Account. Your Content must not violate any applicable law or any right (including intellectual property right) of any person.

Postman provides you the ability to store all or part of Your Content on the Server\*. This storage functionality is provided to you on an "as-is where-is basis" and Postman does not take any responsibility for the security of such Content. If you use the storage functionality to store Your Content, You will be deemed to have accepted all the conditions in this EULA relating to such functionality.

\*Server means the storage server and such other hardware and software resources of Postman that are used to store amongst other things, the Content.

Content is shared and made available for editing, modifying or downloading entirely at the risk of your Team Members and you. The sharing and enabling of editing/modification rights to Content is entirely within the control of your Team Members and Postman will not have any liability whatsoever to anyone associated with your Team (including your employer) if Content

suffers loss or damage or retardation of functionality or is misappropriated pursuant to such sharing.

Your Use of the Product does not require any personally identifiable information to be uploaded into or included in the Product except to the extent set forth in this paragraph. You hereby permit Postman to collect, use, store and process email address(es), IP addresses from which you access the Product and other login or authentication credentials from both your Team Members and you in order to ensure that your Team and you have proper access to the Product and to resolve any issues you may encounter while Using the Product. This information may be considered personal information/personally identifiable information under the laws of the jurisdiction from which you access and Use the Product. Postman shall collect, use, store and/or process this information only for the purposes listed out above or to contact you with information about Postman and its offerings. Upon termination of this EULA, any information provided by You for creation of your Account will be deleted by us from our records within a reasonable period of time following such termination.

Postman maintains a record of usage of the Product by the Users to collect, store, analyze and use any data relating to their Use of the Product. To this end, Postman shall record the number, type, frequency or other patterns regarding type and manner of Use of the Product by its Users. You acknowledge and agree to this right of Postman. You agree that Postman retains all legal rights, title and interest in any such record, report or analysis generated by Postman under this Section 6. You further agree that Postman may use the aggregated data relating to Use of the Product by all its Users for improving the efficiency or adoption and usage of the Product. For the avoidance of doubt, Postman will not access your Content as part of its monitoring of the use and functioning of the Product.

## **7. Fees and Taxes**

Your use of the Product is subject to your paying Postman the fees applicable to the Product variant you are downloading, installing and Using. You also acknowledge and agree that different variants of the Product provide you with access to different sets of features in the Product as well as differential levels of permitted usage within the same feature. You can view the fees and the features made available for each variant at <https://www.getpostman.com/pricing>

All fees are denominated in United States Dollars and shall be payable per the payment terms applicable and mentioned at the time of purchase. The amount of fees payable by you shall vary depending upon the number of Team Members and the period for which you intend to Use the Product. In making payment, you acknowledge and agree that you are not relying on being able to use the Product beyond the Term of this EULA or on any future product enhancements or upgrades. If you add Team Members during the Term of this EULA, we will charge you for the increased number of Team Members at the then applicable rate for your variant of the Product. If you purchased your license through a reseller, you owe payment to the reseller as agreed between you and the reseller, but you acknowledge that we may terminate your right to Use the Product if we do not receive our corresponding payment from the reseller.

Our fees are exclusive of all taxes that are payable in respect of the Product or its Use in the jurisdiction in which the payment is either made or received. To the extent that any taxes, duties or similar levy is payable by Postman, you must pay Postman the amount of such taxes, duties or similar levies in addition to any fees owed by you under this EULA. If you have obtained an exemption from the payment of such taxes or levies and you provide such information to Postman, Postman will take reasonable efforts to provide you with such invoicing documents as may enable you to obtain a refund or credit for the amount of taxes so paid from any relevant revenue authority, if such a refund or credit is available.

Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription through your Postman account. If you cancel, your subscription will terminate at the end of then-current billing cycle, or immediately if you so choose, however you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

## **8. Restrictions**

Postman has only licensed the Product to You and Postman does not sell the Product. As between Postman and you, Postman owns all right, title and interest in and to the Product, and any intellectual property rights associated with it and with Postman. Postman reserves all rights in and to the Product that it does not expressly grant You in this Agreement. You agree not to:

- Use the Product for any illegal purpose or in a manner that it violates any law or rights of any other person;
- Permit Use of the same Product in a manner not authorised by this EULA;
- Disassemble, decompile, unlock, reverse engineer, or decode the Product in any manner or create any derivative works based of the Product;
- Re-sell, grant any rights under this EULA to any third party or lease, time-share, lend or rent Products;
- Copy any features, functions or user interfaces of the Products;
- Introduce any malicious code, virus, malware, or any other material that disrupts, slows down or causes the Product to malfunction;
- Upload or generate any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable.
- Use the Product if you are under 16 years of age.

## **9. Additional Features**

Postman shall from time to time release additional features of the Product. Use of these features may be subject to payment of fees and other terms as prescribed by Postman. To use such additional features in the Product, You are required to abide by such additional terms and pay fees, as applicable.

## **10. Disclaimers**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCT IS AT YOUR SOLE RISK AND THAT THE PRODUCT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON INFRINGEMENT, TITLE, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. POSTMAN DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE SECURE, ERROR FREE, VIRUS FREE OR UNINTERRUPTED OR THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED OR THAT IT WILL BE ABLE TO RECTIFY/REMEDY ANY ERROR OR DEFECT.

YOU HAVE CHOSEN TO USE THE PRODUCT ON YOUR OWN VOLITION AND POSTMAN BEARS NO RESPONSIBILITY AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT. POSTMAN WILL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE FOR LOSS OF ANY DATA WHETHER FROM YOUR COMPUTER OR THE SERVER, DUE TO USE OF THE PRODUCT.

POSTMAN HAS NO CONTROL OVER THE CONTENT UPLOADED OR GENERATED BY YOU IN YOUR USE OF THE PRODUCT. POSTMAN UNDERTAKES NO RESPONSIBILITY FOR ANY LOSS THAT YOU OR ANY OTHER PERSON MAY SUFFER DUE TO ANY CONTENT UPLOADED OR GENERATED BY YOUR USE OF THE PRODUCT. POSTMAN HAS NO CONTROL OVER THE USE THAT ANY THIRD PARTY MAY PUT TO ANY CONTENT THAT IS SHARED BY YOU ON THE PRODUCT. POSTMAN ASSUMES NO RESPONSIBILITY FOR ANY LOSS THAT YOU OR ANY THIRD PARTY MAY SUFFER DUE TO ANY CONTENT SHARED BY YOU USING THE PRODUCT.

POSTMAN SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE POSTMAN'S REASONABLE CONTROL.

## **11. Indemnity And Liability**

Postman will defend you from any claim made by a third party that the your Use of the Product infringes a United States or European Union patent or a registered copyright (a “Claim”), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by Postman (including reasonable attorneys’ fees) arising out of a Claim, provided that we have received from you: (a) prompt written notice of the claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or

control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim. If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure a license for your continued use of the Product in accordance with this Agreement; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund the license fee paid by you prorated using a straight line depreciation formula to reflect your use of the Product from the license purchase date. Postman's indemnification obligations above do not apply: (1) if the Product is modified by any party other than Postman, but solely to the extent the alleged infringement is caused by such modification; (2) if the Product is used in combination with any non-Postman product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (3) to unauthorized use of Products; (4) to any Claim arising as a result of Your Content or (4) if you settle or make any admissions with respect to a Claim without Postman's prior written consent. THIS SECTION 10 FIRST PARAGRAPH (IP INDEMNIFICATION BY POSTMAN) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY POSTMAN UNDER THIS EULA.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT POSTMAN, ITS REPRESENTATIVES, AND LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY LOSS OF DATA, LOSS OF USE, FAILURE OF SECURITY MECHANISMS, BUSINESS INTERRUPTION, LOSS OF INCOME OR PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU BY USE OF THE PRODUCT, I WHETHER OR NOT POSTMAN OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. NEITHER PARTY'S LIABILITY TO THE OTHER SHALL EXCEED THE FEES PAID BY YOU TO POSTMAN IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, POSTMAN'S LIABILITY TO YOU FOR PRODUCTS THAT ARE FREE OF CHARGE SHALL NOT EXCEED USD 50.

## **12. Confidentiality**

Both Parties will, during the course this Agreement, exchange and/or provide the other Party with access to their Confidential Information\*. Confidential Information may be disclosed to the receiving party either orally, visually, in writing or in any other form. The receiving party shall not disclose Confidential Information to any other person, firm, corporation, association or entity, for any purpose whatsoever without the prior written consent of the disclosing party. The receiving party shall take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of the Confidential Information and shall disclose Confidential Information only to its employees or consultants on a need-to-know basis. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, the disclosing party shall be entitled to appropriate equitable relief in addition to its other remedies under law for any unauthorized disclosure of Confidential

Information by the receiving party.

\*Confidential Information includes but is not limited to the business plans, business forecasts, financial information, customer lists, development, design details, specifications, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, algorithms, software programs, software source documents, documentation and third party materials.

### **13. Termination And Take-Down**

Postman will not terminate the EULA except as set out in this section below. Should You wish to terminate the EULA, You are required to provide 14 days' notice to Postman by sending an email with subject line "EULA Termination" to [help@getpostman.com](mailto:help@getpostman.com) and specifically mention the Product you are Using

Postman has the right to terminate the EULA, if (i) You have breached any term in the EULA, (ii) it is required to do so under law, or (iii) Postman decides to discontinue the Product.

If Postman receives a take-down notice for any Content shared by You, it shall take reasonable steps to determine the basis for such notice. If Postman concludes that it is legally obligated to comply with such request or that it is appropriate for Postman to comply with such request, it may, in its sole and absolute discretion, remove such Content and provide written intimation to you of it. You will not be entitled to challenge Postman's determination in this regard and Postman will not have any liability to You as result of taking down Content in accordance with this Section 13(c).

### **14. Publicity Rights.**

We may identify you as an Postman customer in our promotional materials. You may request that we stop doing so by submitting an email to [sales@getpostman.com](mailto:sales@getpostman.com) at any time. Please note that it may take us up to 30 days to process your request.

### **15. General Terms**

This EULA constitutes the whole legal agreement between You and Postman and governs your Use of the Product, and completely replaces any prior agreements between You and Postman in relation to the Product.

You must keep all information received by You from Postman in relation to the Product or otherwise, strictly confidential. You are not permitted to share those information with any third party without prior written permission of Postman.

You agree that if Postman does not exercise or enforce any legal right or remedy which is contained in this EULA (or which Postman has the benefit of under any applicable law), this will

not be taken to be a formal waiver of Postman's rights and that those rights or remedies will still be available to Postman.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this EULA is invalid, then that provision shall be deemed removed from this EULA without affecting rest of this Agreement. The remaining provisions of this EULA will continue to be valid and enforceable.

The rights granted in this EULA may not be assigned or transferred by You without the prior written approval of Postman. You are not permitted to delegate Your responsibilities or obligations under this EULA without the prior written approval of Postman. Postman is entitled to assign, transfer or delegate any right, responsibility, duty or obligation under this EULA.

This EULA applies whether you purchase our Products directly from Postman or through a reseller ("Reseller"). Resellers are not authorized to make any promises or commitments on Postman's behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.

Any information provided by You for creation of a User Account shall not be used by Postman for any purpose other than (i) to enable Your Use of the Product, or (ii) to render any service to You through Your Use of the Product, or (iii) to improve the product as mentioned in Section (6), or (iv) in any manner as permitted by You. Upon termination of this EULA, any information provided by You for creation of the User Account will be deleted by us from our records, normally within six months after such termination.

Please send any feedback and suggestions that You have for the Product to [help@getpostman.com](mailto:help@getpostman.com). You agree that Postman is at liberty to use and incorporate those feedback and suggestions in the Product without affecting its rights and title in the Product.

This EULA shall be governed by the laws of the state of Delaware and the United States, without regard to any conflict of law provisions. You and Postman agree to submit to the exclusive jurisdiction of the courts in the state of Delaware to resolve any dispute arising out of this EULA.

The obligations in Sections 4, 8, 10, 11, 12, 13 and 15 will survive any expiration or termination of this Agreement.