



Neotake API Reference

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1. Introduction

1.1 Preface

The Neotake API allows programmatic access to the millions of ebooks and e-prints indexed on Neotake.

This manual is meant to provide a complete guide to using de API and is meant to be read by both beginning and advanced users.

The Appendices contain an explanation of all input parameters to the API.

1.2 Requirements

All you need to try our service with a free account is ask for your username and password in this email: contact@neotake.com.

1.3 QuickStart

The easiest place to start with the API is by accessing it through a web browser.

One simple example, we´ll search for a Larry Ullman´s ebook about PHP.

URL:

`https://www.neotake.com/api.php?u=yourusername&pass=yourpassword&q=ullman+larry+php+quickstart+guide`

Only the first time you access with your browser, it will show a security advice. We use Hypertext Transfer Protocol Secure (HTTPS). It is a combination of the Hypertext Transfer Protocol with the SSL/TLS protocol to provide encrypted communication and secure identification of a network web server. Next steps are necessary to obtain a secure connection.

Please, follow next instructions. If you are using Firefox, it will be like the next screenshots.

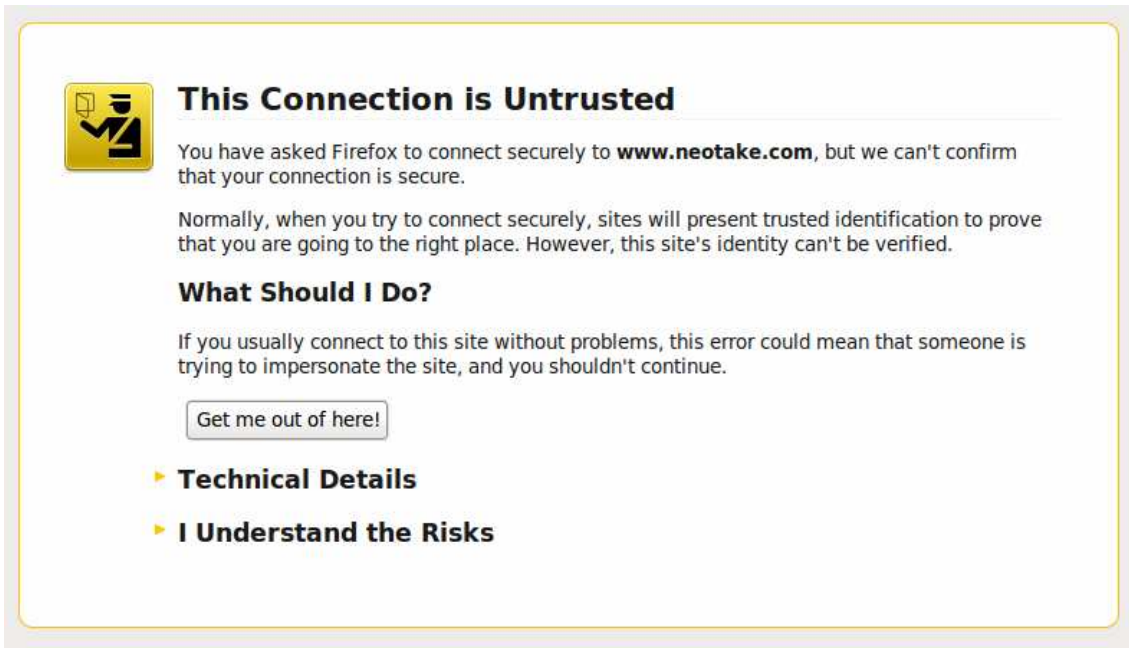


Fig. 1.1: Firefox screenshot A.

Click on "I Understand the Risks".

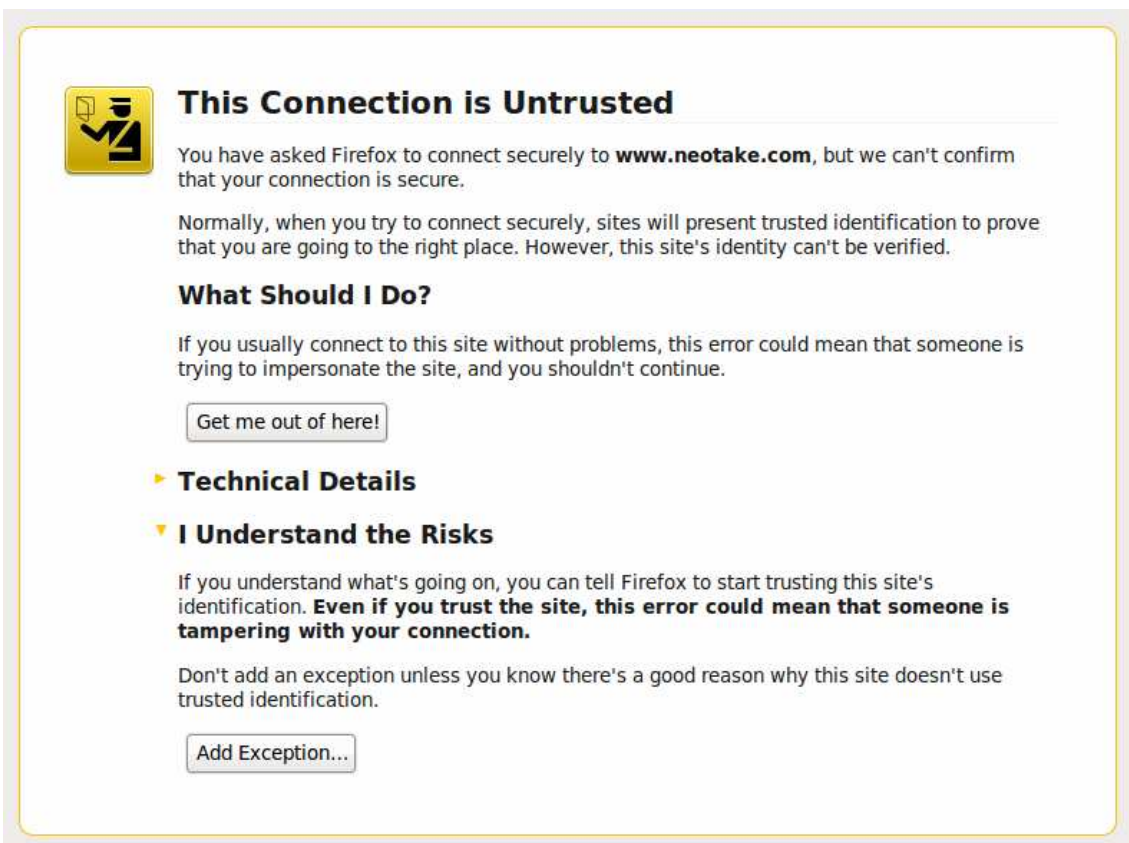


Fig. 1.2: Firefox screenshot B.

Click on "Add Exception...".



Fig 1.3: Firefox screenshot C.

Click on "Confirm your Security Exception" (keeping marked "Permanently store this exception").

Response:

```
<?xml version="1.0" encoding="utf-8" ?>
<response>
<info>
<total_hits>1</total_hits>
<available_hits>1</available_hits>
<available_pages>1</available_pages>
</info>
<ebook>
<id>abwqnp</id>
<title>PHP for the Web: Visual QuickStart Guide</title>
<source>
<url>http://www.neotake.com/api_resolver.php?id=abwqnp&type=s_url<
/url>
</source>
<creators>
<creator>Ullman, Larry</creator>
</creators>
<price>
<currency>USD</currency>
<amount>20</amount>
</price>
<languages>
<language>en</language>
</languages>
```

```
<files>
<file>
<format>azw</format>
</file>
</files>
<drm>Y</drm>
<categories>
<category>
<code>500000</code>
<name>Technology and engineering</name>
</category>
</categories>
<rating>
<avg>4</avg>
<number>1</number>
</rating>
<comments>
<number>1</number>
</comments>
<tag_cloud> Amazon Internet Home Computing Computers &amp;amp;
Internet Languages &amp;amp; Tools</tag_cloud>
<editorial_review>Need to learn PHP fast? Try a&amp;lt;i&amp;gt;
Visual QuickStart&amp;lt;/i&amp;gt;!&amp;lt;br&amp;gt;
&amp;lt;br&amp;gt; This best-selling reference's visual format and
step-by-step, task-based instructions will have you up and running
with the PHP scripting language in no time! In this completely
updated edition of our best-selling guide &amp;lt;i&amp;gt;PHP for
the World Wide Web: Visual QuickStart Guide&amp;lt;/i&amp;gt;, leading
Web scripting expert Larry Ullman uses crystal-clear instructions and
friendly prose to introduce you to everything that's new in PHP.
Filled with step-by-step, task-based instructions and loads of visual
aids, this book explains how to learn the ins and outs of this
important and popular scripting language. Along the way, you'ap;ll
find extensive coverage of all the language's new features: including
a complete rewrite of date handling code, with improved time-zone
support, important security fixes, and over 30 new functions in
various extensions and built-in functionality.&amp;lt;br&amp;gt;
&amp;lt;br&amp;gt;</editorial_review>
<cover_thumbnail>http://www.neotake.com/thumbnail/205/205461.jpg</cove
r_thumbnail>
</ebook>
</response>
```

2. Search query

This query allows search in the Neotake's database.

Search query				
Parameter	Description	Type	Defaults	Required
u	Username	String	None	Yes
pass	Password	String	None	Yes
q	Search words	Plus-delimited string	None	Yes
hpp	Hits per page	Int. Max 50. Min 1.	10	No
c	Category	String	any	No
f	Format	String	any	No
p	Price	String	any	No
l	Language	String	any	No
pn	Page number	Int	1	No

Table 4.1: Search query.

Let's see an example.

URL:

<https://www.neotake.com/api.php?u=yourusername&pass=yourpassword&q=strogoff&f=pdf&price=free&c=900000&l=en>

Response:

```
<?xml version="1.0" encoding="utf-8" ?>
<response>
<info>
<total_hits>1</total_hits>
<available_hits>1</available_hits>
<available_pages>1</available_pages>
</info>
<ebook>
<id>xxxbj</id>
<title>Michael Strogoff, or The Courier of the Czar </title>
<source>
<url>http://www.neotake.com/api_resolver.php?id=xxxbj&type=s_url</url>
</source>
<creators>
<creator>Jules Verne</creator>
</creators>
<price>
<amount>0</amount>
</price>
<languages>
<language>en</language>
</languages>
<files>
<file>
<format>epub</format>
</file>
<file>
<format>pdf</format>
</file>
</files>
</ebook>
</response>
```

```
</file>
<file>
<format>mobi</format>
</file>
</files>
<drm>N</drm>
<categories>
<category>
<code>900000</code>
<name>Fiction</name>
</category>
</categories>
<rating>
<avg>5</avg>
<number>1</number>
</rating>
<comments>
<number>1</number>
</comments>
<tag_cloud> Novels Adventure</tag_cloud>
<cover_thumbnail>http://www.neotake.com/thumbnail/47/47870.jpg</cover_
thumbnail>
</ebook>
</response>
```

Appendix A: Filter options

A.1 Categories

Categories	
Option	Code
All categories	any
Philosophy	100000
History and geography	200000
Social sciences	300000
Natural sciences	400000
Technology and engineering	500000
Industry and commerce	600000
The arts	700000
Entertainment, lifestyle and sport	800000
Fiction	900000

Table A.1: Categories.

A.2 Price

Prices	
Option	Code
All prices	any
Only free ebooks	free
Only non free ebooks	non_free

Table A.2: Prices.

A.3 Format

Formats	
Option	Code
All formats	any
ePUB	epub
Kindle	azw
Mobipocket	mobi
LRF	lrf
PDF	pdf
Plucker	pdb
Qioo	qioo
TXT	txt

Table A.3: Formats.

A.4 Languages

Languages	
Option	Code
All languages	any
Undetermined	und
Afrikaans	af
Aleut	ale
Arabic	ar
Bulgarian	bg
Catalan	ca
Chinese	zh
Czech	cs
Danish	da
Dutch	nl
English	en
English (Great Britain)	en-gb
English (Middle: 1100-1500)	enm
English (Old: ca. 450-1100)	ang
English (USA)	en-us
Esperanto	eo
Finnish	fi
French	fr
French (France)	fr-fr
Friulian	fur
German	de
Greek	el
Hebrew	he
Hungarian	hu
Icelandic	is
Iloko	ilo
Interlingua	ia
Italian	it
Irish	ga
Iroquoian language	iro
Japanese	ja
Khasi	kha
Korean	ko
Latin	la
Mayan Language	myn
Nahuatl Language	nah
North American Indian Language	nai
Norwegian	no
Occitan	oc
Polish	pl
Portuguese	pt
Romanian	ro
Russian	ru

Sanskrit	sa
Serbian	sr
Spanish	es
Spanish (Spain)	es-es
Swedish	sv
Tagalog	tl
Telugu	te
Welsh	cy
Yiddish	yi

Table A.4: Languages.

Appendix B: Terms of service

B.1. Your Agreement with Neotake; Purpose

B.1.1. Your use of the Neotake APIs (referred to "Neotake APIs" or the "Service") is governed by this agreement (the "Terms").

B.1.2. The purpose of the Neotake APIs is to allow you to direct users to Neotake services from your site. The Neotake APIs are not intended to be a substitute or replacement of products or services of any third party content provider. If Neotake in its sole discretion determines that you are in breach of the foregoing, pursuant to B.8.3 (a), Neotake may terminate these Terms and your use of the Service immediately.

B.2. Your Account; Use of the Service; Prohibited Uses

B.2.1. In order to use the Service, you must first agree to the Terms. You may not use the Service if you do not accept the Terms.

B.2.2. You can accept the Terms by actually using Neotake APIs. In this case, you understand and agree that Neotake will treat your use of Neotake APIs as acceptance of the Terms from that point onwards.

B.2.3 You must provide accurate and complete registration information any time you register to use the Service. You are responsible for the security of your passwords and for any use of your account. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. You agree that any registration information you give to Neotake will always be accurate, correct and up to date. You must immediately notify Neotake of any unauthorized use of your password or account.

B.2.4. Your use of the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. You may not use Neotake APIs and may not accept the Terms if you are a person barred from receiving the Service under the laws of Spain or other countries including the country in which you are resident or from which you use the Service.

B.2.5. You may not interfere with the Service or access the Service other than by the interface provided by Neotake.

B.2.6. You agree that if you use Neotake APIs to develop a service for other users, you will protect the privacy and legal rights of those users. If the users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application, and you must provide legally adequate privacy notice and protection for those users. If your application stores information submitted by users, it must do so securely. If the user provides you with Neotake account information, you may only use that information to access the user's Neotake account when, and for the limited purposes for which, the user has given you permission to do so.

B.2.7. Unless you have been specifically permitted to do so in a separate agreement with Neotake, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Service for any purpose.

B.2.8. You agree that you are solely responsible for (and that Neotake has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Neotake may suffer) of any such breach.

B.2.9. The Neotake APIs allows you to display certain content, including but not limited to cover images, book information, search results, and URLs to Neotake and third-party sites (collectively "Neotake Content"). Your use of the Neotake Content is subject to the limitations and conditions described below. The Neotake APIs are limited to allowing you to display Neotake Content on your service, and are not intended to provide you with the ability to access other Neotake services or data. Neotake, at its sole discretion, may limit the amount of Neotake Content it delivers to you.

B.2.10. When displaying Neotake Content, you are also required to display a prominent Neotake Content link (unless you have been specifically permitted to omit it in a separate agreement with Neotake).

B.2.11. The Neotake Content provided to you through the Service may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Neotake, its partners, or other third party rights holders of content indexed by Neotake. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. The Neotake Content provided to you may also contain content licensed to Neotake from third parties. All proprietary rights to such content remains with Neotake's licensors and you do not acquire any proprietary rights to such third party content. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this content (either in whole or in part) unless you have been specifically told that you may do so by Neotake or by the owners of that content, in a separate agreement.

B.2.12. Any content generated by you or your users may be made publicly available by Neotake unless Neotake provides you with a settings option and you use such option to designate the content private. You are hereby required to provide prior notification to your users that submitting any user-generated content through Neotake APIs may be made publicly available by Neotake, including without limitation, comments, book reviews, links to users' accounts and the display of their user name or nickname.

B.2.13. You must have and abide by an appropriate privacy policy that clearly discloses that third parties may be placing and reading cookies on your users' browser, or using web beacons to collect information, in the course of ads being served on your website. Your privacy policy should also include information about user options for cookie management.

B.2.14. By way of example, and not as a limitation, you agree, and you will obtain your users' agreement, that when using the Service, you and your users will not:

- use the Service for any illegal, improper or unauthorized purpose;

- modify or replace the text, images, or other elements of the Neotake Content, including by (i) changing the order in which the search results appear, (ii) intermixing search results with content from sources other than Neotake, or (iii) intermixing other content such that it appears to be part of the Neotake Content;
- hide or mask from Neotake the identity of your service as it uses the Service;
- interfere with or disrupt Neotake services or servers or networks connected to Neotake services, or disobey any requirements, procedures, policies or regulations of networks connected to Neotake services;
- submit content that falsely expresses or implies that such content is sponsored or endorsed by Neotake;
- copy, store, archive, republish, or create a database of search results from the Neotake API, in whole or in part, directly or indirectly, except that you may display Neotake API search results that have been "clipped" through an end user-requested action, provided that you comply with the attribution requirements of these Terms;
- modify, replace or otherwise disable the functioning of links to Neotake or third party websites provided with the Neotake Content;
- "crawl," "spider," index or in any non-transitory manner store or cache information obtained from the Service (including, but not limited to, Neotake Content or any part, copy or derivative thereof);
- transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau or other unauthorized purposes the Service (including, but not limited to Neotake Content or any part, copy or derivative thereof);
- use any robot, spider, site search/retrieval application, or other device to scrape, retrieve or index any portion of the Service (including, but not limited to, Neotake Content) or to collect information about users for any unauthorized purpose;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- use, display, transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful content;
- use, display, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you (or your users, as applicable) are the owner of the rights or have the permission of the owner to post such content;
- use, display, transmit or otherwise make available content that promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements;
- use the Service in a way that is prohibited by law, these Terms or any applicable policies or guidelines.
- use, display, transmit or otherwise make available any file posted by another that you know, or reasonably should know, that cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
- restrict or inhibit any other from using and enjoying the Service;
- remove any copyright, trademark or other proprietary rights notices contained in or on Service;

- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature; or
- reverse engineer the Service.

B.3. Service Policies

B.3.1. Your use of the Service is limited to its intended use.

B.3.2. Neotake has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Service to you on behalf of Neotake itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Service to you.

B.3.3. Neotake is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which Neotake provides may change from time to time without prior notice to you.

B.3.4. As part of this continuing innovation, you acknowledge and agree that Neotake may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Neotake's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Neotake when you stop using the Service.

B.3.5. You acknowledge and agree that if Neotake disables access to your account, you may be prevented from accessing the Service, your account details or any files or other content which is contained in your account.

B.3.6. You acknowledge and agree that while Neotake may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Service or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Neotake at any time, at Neotake's discretion.

B.3.7. You acknowledge that Neotake may suspend or terminate your access to the Service if you breach any of these Terms or for exceeding the number of transmissions you may send or receive through the Service.

B.4. Service Content; Advertisement

B.4.1. The Service may include content that you find offensive. Neotake may screen, modify, refuse or remove certain content, but is not responsible for and does not endorse any third-party content. The Service may display advertisements that may be targeted to content of information stored on the Service or queries you made through the Service or other information. If you create, transmit, display or store content while using the Service, you must have the applicable legal right use the content. When you provide your content through the Service, you give Neotake a perpetual license to copy, distribute, create derivative works based on, perform, display, and otherwise use the content in connection with the Service.

B.4.2. Neotake reserves the right to include advertising in content provided to you through the Neotake API. These advertisements may be targeted to the content of information stored on the Service, queries made through the Service or other information. The manner, mode and extent of advertising by Neotake on the Service are subject to change without specific notice to you. In consideration for Neotake granting you access to and use of the Service, you agree that Neotake may place such advertising on the Service.

B.5. Proprietary Rights and Software

B.5.1. You do not acquire any propriety rights to the Service through your use of the Service. Neotake retains all proprietary rights to the Service. You may not remove, obscure, or alter any proprietary rights notices which may be affixed to or contained within the Service. If Neotake provides you with access to downloadable software to enable you to use the Service, the software may include periodic updates which you must accept and install to continue to use the Service.

B.5.2. Neotake gives you a personal, revocable, non-assignable and non-exclusive license to use the Service and the software under these Terms. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Neotake, in writing (e.g., through an open source software license).

B.5.3. By using the Service, you give Neotake, its Subsidiaries and Affiliates and partners a perpetual, irrevocable, worldwide, royalty-free license to copy, distribute, modify, translate, publish, publicly perform, publicly display, and otherwise use for any purpose any data, information, or content which you send to the Service.

B.6. Modification

B.6.1. Neotake may place limits on, modify, suspend or terminate the Service generally, and may suspend or terminate your use of the Service if you fail to comply with these Terms.

B.7. Changes to these Terms

B.7.1 Neotake may change these Terms from time to time. If you do not agree to modified terms for the Service, you may cancel the Service by removing the implementation of the API from your service. If you continue to use the Service on your service, you will be deemed to have accepted the modifications.

B.8. Termination; Rejection

B.8.1 The Terms will continue to apply until terminated by either you or Neotake as set out below.

B.8.2 The suspension or termination of Service may delete your account information, files and other previously available content. If Neotake terminates the Service or your use of the Service, these Terms will also terminate, but Sections B.9, B.10 and B.11 shall continue to be effective after these Terms are terminated.

B.8.3. Neotake may, at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Neotake is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or

(C) the partner with whom Neotake offered the Service to you has terminated its relationship with Neotake or ceased to offer the Service to you; or

(D) Neotake is transitioning to no longer providing the Service to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Service to you by Neotake is, in Neotake's opinion, no longer commercially viable.

B.8.4. You may terminate your legal agreement with Neotake by discontinuing your use of the Service at any time.

B.8.5. Upon the termination of the Terms for any reason (i) all license rights and other authorizations granted from Neotake to you shall terminate (ii) you shall immediately cease using the Service, (iii) you shall immediately delete any and all Neotake API search results and Neotake Brand Features, and (iv) you shall require your users to cease using the Service. Your license to Neotake for the content that you submit, post, or display using the Service shall survive any termination of this agreement. Neither party shall be liable to the other party for damages of any sort resulting solely from terminating the Terms in accordance with its terms.

B.8.6 Survival. In the event of any termination or expiration of the Terms for any reason, Sections B.5, B.8-B.12 shall survive termination. Neither party shall be liable to the other party for damages of any sort resulting solely from terminating the Terms in accordance with its terms.

B.9. Indemnification

B.9.1 You shall indemnify and defend Neotake and its directors, officers, employees, agents, Subsidiaries and Affiliates, and partners from third party claims arising from or related to your use of the Service.

B.10. Exclusion of Warranties

B.10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS B.10 AND B.11, SHALL EXCLUDE OR LIMIT NEOTAKE'S WARRANTY OR LIABILITY FOR

LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

B.10.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE."

B.10.3. IN PARTICULAR, NEOTAKE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

B.10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

B.10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NEOTAKE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

B.10.6 NEOTAKE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B.11. Limitation of Liability

B.11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH B.10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEOTAKE, ITS

SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE;

(II) ANY CHANGES WHICH NEOTAKE MAY MAKE TO THE SERVICE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICE);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE;

(IV) YOUR FAILURE TO PROVIDE NEOTAKE WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

B.11.2 THE LIMITATIONS ON NEOTAKE'S LIABILITY TO YOU IN PARAGRAPH B.11.1 ABOVE SHALL APPLY WHETHER OR NOT NEOTAKE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

B.12. General Legal Terms

B.12.1 You or your company may have signed a separate written agreement with Neotake ("Written Agreement") or accepted other online terms of service ("Other Terms") which govern your use of this Service. If you or your company have not signed a Written Agreement or accepted Other Terms, these Terms are the entire agreement between you and Neotake related to this Service, replacing any prior agreements. If there is any conflict between these Terms and a Signed Agreement or Other Terms, each as related to this Service, the Written Agreement or the Other Terms will control.

B.12.2 There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

B.12.3. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's original purpose.

B.12.5 THESE TERMS ARE GOVERNED BY SPANISH LAW. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THESE TERMS IS MÁLAGA, SPAIN. YOU AND NEOTAKE CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. NOTHING IN THESE TERMS LIMITS EITHER PARTY'S ABILITY TO SEEK EQUITABLE RELIEF.

B.12.6 Limitations Period. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Neotake services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

B.12.7. Headings. The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.