

Article 1 - Description and scope of the Service

- 1.1 Infomaniak has APIs which the Customer can access after authenticating him-self.
- 1.2 The Customer is advised to follow the documentation provided for the use of the APIs.
- 1.3 Access to the APIs is only possible using a unique API key provided in the Infomaniak Administration Console.

Article 2 - Infomaniak's obligations and respon-sib...

- 2.1 Infomaniak may, at any time, monitor, limit or block the use of the APIs to ensure compliance with these terms of use.

Article 3 – Customer's obligations and responsi-bil...

- 3.1 The Customer is furthermore informed that he/she will not have physical access to the servers at any time.
- 3.2 The Customer shall not attempt to hack or circumvent the operation of the Ser-vices.
- 3.3 Customer will not violate or copy the code, design, or content of the APIs it access-es.

Article 4 - Properties

- 4.1 Infomaniak holds all rights, titles and interests in the Infomaniak APIs, including intel-lectual property rights, trademarks, codes and features.
- 4.2 Integration is only possible on the condition that the Customer owns all rights, includ-ing intellectual property rights, title, and worldwide interests in the integration, except, as men-tioned above, those relating to the API.
- 4.3 Any comment relating to the APIs and/or the Services which results in the copying, modification, creation of derived works, display, disclosure, distribution and/or use of the said comments does not give rise to any obligation of compensation on the part of Infomani-ak.
- 4.4 Any rights not expressly granted under these terms and conditions are prohibit-ed.

Article 5 - Privacy Policy

- 5.1 The integration must offer a Privacy Policy to relevant users.
- 5.2 The Privacy Policy should detail all information collected from relevant users when using the integration.

Article 6 - Representations and warranties

6.1 Customer represents and warrants that all licenses required for the Integration are maintained and that the Integration will not violate any law or regulation.

Article 7 - Limitation of liability

7.1 The APIs are provided "as is". This means that, to the fullest extent permitted by law, no warranty, express or implied, is provided including, but not limited to, merchantability or fitness for a particular purpose.

Article 8 - Updates

8.1 The APIs, as well as these Terms, may be updated by posting changes on the Site or by sending an email. The Customer shall keep itself informed of any potential updates and understands that these may affect the use of the APIs and the way the Integration(s) interact with the API.

8.2 In case of an update, if the update is not suitable for the previous use of the API, the Customer shall cease the use of the API(s). Continued use of the API(s) means that the changes made are accepted.

Article 9 - Privacy

9.1 By the very nature of the use of the APIs, Customer may have access to confidential, proprietary, and non-public information specific to the Services.

9.2 This information may be used solely for the purpose of using and developing integrations with the APIs. Any use for purposes other than use and integration with the APIs is strictly prohibited.

9.3 Any disclosure of confidential information to any person is prohibited without the written consent of the Management. Furthermore, the Customer shall protect such information, at a minimum, with the same care and diligence with which it protects its own confidential data.

Review of 25/04/2023