

UBLION API Fair Use Policy for AxxilaHQ

Van Heemstraweg 2A, Zaltbommel, The Netherlands

Coc: 66318874

VAT: NL856492838B01

BANK: NL96 KNAB 0257 4090 17

BIC/SWIFT: KNABNL2H

Publication date: 10 January 2022

Effective date: 1 February 2022

This API fair Use Policy is part of the Ublion Terms of Service for AxxilaHQ and applies to all customers who use AxxilaHQ. It does NOT apply to customers who opt for a customized solution or private cloud.

AxxilaHQ has open APIs. The APIs make it possible for developers to better use AxxilaHQ and build integrations that help use the AxxilaHQ in new ways (each an “Integration”). We provide these APIs to allow people to build on and benefit from AxxilaHQ. At the same time, we have to protect our system, as well as our users’ rights. That’s why this API Use Policy (the “Policy”) exists.

Abuse

You won’t use the API to take any actions that violate our Acceptable Use Policy. You’ll follow all documentation we provide for the APIs. You won’t attempt to hack or change the way the Services function. We may throttle your use of the APIs at any time. We may monitor your use of the APIs for compliance with these rules, and we may deny you access to the API or shut down your Integration if you try to go around or exceed the limitations we set.

If your service usage has exceeded the set API call limits of the agreed service by more than 5% in 5 days , we have the right to negotiate the Ublion terms of use with you. In the most extreme case, we may take corrective action, including but not limited to limiting the service, temporarily suspending or – if other options are not available – terminating your account. Contact us for more information or a customized quote.

Ownership

We own all worldwide rights, titles, and interest in the Ublion AxxilaHQ and the APIs, including all intellectual property rights, marks, code, and features. You won’t infringe or copy our code, design, or content. Any rights not expressly granted by this policy are withheld, so if you don’t see it here, then it’s not a right we’re giving you. You own all worldwide rights, titles, and interest in the Integration you created, except for the APIs, our marks, and the Ublion, including all intellectual property rights. If you give us comments about the APIs or the Services, we may copy, modify, create derivative works, display, disclose, distribute, and use that feedback without any obligation to compensate you.

Use of Marks

You may only use our name and marks (meaning our logos, mascots, and copyrighted images) on our explicit permission. You may not alter or remove any proprietary notices in our marks. You won't use our name or marks in your Integration name or logo, or in any way that implies an endorsement by us. If you use our marks to create your logo or name, you'll immediately assign those rights to us at no expense.

Representations and Warranties

You represent and warrant that you'll maintain all the subscriptions required for your Integration, and that your Integration won't violate any law or regulations in any way.

Disclaimer

To the maximum extent permitted by law, we provide the APIs as-is. That means we don't provide warranties of any kind, either express or implied, including but not limited to merchantability and fitness for a particular purpose.

Updates

We may update or modify the APIs and this Policy from time to time by posting the changes on this site or notifying you via email. These changes may affect your use of the APIs or the way your Integration interacts with the API. If we make a change that's unacceptable to you, you should stop using the APIs. Continued use of the APIs means you accept the change.

Confidentiality

You may have access to confidential, proprietary, and non-public information specific to the APIs ("Confidential Information"). You may use this information only to use and build with the APIs. You won't disclose the Confidential Information to anyone without our written consent, and you'll protect the Confidential Information from unauthorised use and disclosure in the same way you'd protect your own confidential information.

Indemnification

You'll indemnify and hold us and our Team harmless from any losses (including attorney fees) that result from third-party claims that relate to your use of the API.

The Rest

This policy is part of our Terms of Use. This policy doesn't create or imply any partnership, agency, or joint venture