

Terms and conditions

Preamble

S.C. Compusib S.R.L provides access to the site and services provided by openapi.ro only if you agree to the present terms and conditions. By accessing, using or obtaining any content, data, materials, information, products or services through openapi.ro and any of its subdomains, you agree to respect these Terms. S.C. Compusib S.R.L reserves the right to change, correct, modify, append or retract these Terms in part or fully. If you do not agree to these Terms, please leave this site immediately.

Interpretation

The wording in the current contractual frame (Terms and Conditions, Contract, any Additional Documents and Annexes) used in their singular will also include the plural form, the words used in their plural form will include the singular and the use of a certain gender will also include the other gender. The words denoting persons and where the addressee is in the second person, will include persons, companies, corporations, associations as well as any other form of juridical or commercial association. The terms "include" and "including" carry the sense of an enumeration not of a limitation and will not be restrictively interpreted. Any reference to "annex" or "additional document" is made according to an annex or additional document of the adhesion contract.

Using the services provided by openapi.ro

You are responsible for the safekeeping and confidentiality of the access information to this site (passwords and usernames, API keys, and any other modes of authentication and access to the services of openapi.ro). If you disclose this information, or if they are stolen from you in any way, you are responsible for their usage, even if this happens without your accord. You agree to be responsible for all activities you perform on this site, openapi.ro

S.C. Compusib S.R.L reserves the right to restrict access to your account in the following cases:

1. attempt to fraud or circumvent the security measures of the site, or to access the information of other users
2. attempt to fraud or the fraud of copying the site and/or reproducing its contents, partially or fully, unauthorized access or attempts at such to the servers operated by S.C. Compusib S.R.L
3. creating multiple accounts for the same person or company with the purpose of benefiting multiple times from the gratuities offered.
4. any actions that affect the proper functioning of the site openapi.ro
5. actions that can be considered abuses, at the sole discretion of S.C. Compusib S.R.L

Making the services provided by openapi.ro available to third parties

openapi enters a supplier agreement with you exclusively, the subscriber and beneficiary of our services. We explicitly allow disclosing the data and information obtained through our services to third parties under the following conditions:

1. **Our contractual relationship** and mutual accountability is **delimited exclusively between you and openapi**. The services you provide to third parties are entirely outside of openapi's accountability.
2. You **cannot include our accountability to you** in your contracts with third parties. openapi cannot be held responsible, directly or indirectly, for any services you provide or have provided to third parties based on your access to the services provided by openapi.
3. **You can provide the data obtained from openapi only in combination with your own products or services**. The presenting of the data obtained from openapi must depend wholly on your offer to one or multiple third parties.
4. You cannot sell the services provided to you by openapi, neither as such, nor through redistribution or reselling.

5. If you terminate the services you provide to a third party, you agree to also immediately terminate the access the third party has through your subscription to data provided by openapi.
6. At not times shall third parties be able to access - even temporarily - the data and services provided by openapi without simultaneously benefiting from additional value provided by you in the services provided to the third party through:
 - a. the structure and/or changing of your offer to the third party
 - b. partially or fully ceasing the services provided by you to the third party
 - c. other changes in the structure of your commercial relation to the third party

This restriction applies to each third party individually.

7. For services and products (incl. software) which are sold to third parties without an ongoing commercial relation between you and the third parties, these products must include:
 - a. The well documented and communicated ability of the third party to access openapi's services through its own API keys
 - b. Clear instructions included in the documentation you provide that link to "<https://openapi.ro>", allowing the third party to sign up for the services of openapi, thus acquiring their own API key.
 - c. In the case of products with a graphical user interface (GUI)
 - i. The third party must be able to use a new API key in the configuration section of the software (or its equivalent)
 - ii. The link "<https://openapi.ro>" must be placed in the immediate visual vicinity of the field that allows entering a new API key

In the case of software with command line interface (CLI), the text "<https://openapi.ro>" must be shown:

 - i. In the configuration file provided with the product, in commentary form in the immediate visual vicinity of the setting where the key can be configured.
 - ii. In the equivalent of the '-h' or '--help' operations, if those display the option to accept an openapi key.
 - iii. In either or both of the above
 - d. When the products you provide cannot be classified as either GUI or CLI, you must provide a well documented and communicated possibility for the third party to use their own openapi key.
 - e. Under no circumstance will your relation with a third party produce an obligation for openapi to provide access to its services to the third party.
 - f. openapi API keys cannot be sold. (see also 4). However, we allow you to share your API keys with a third party together with your software as long as you agree to deactivate this key after a period of at most one year from selling your product, and you take full responsibility with every risk associated with distributing the key.
8. If you use seller and/or resellers for your products and/or services:
 - a. The definition of an ongoing commercial relation (incl. subscriptions), or a buyer-seller relation will involve - according to this contract - the way in which the relationship is presented to the final beneficiary of t=you products.

- b. Alternatively and cumulatively it is possible, without its becoming an obligation to you, that one or each of the sellers and resellers become an openapi subscriber.
- 9. openapi is in no way obligated to detect third parties that access our services in breach of the present contract. The accessing or possibility of accessing openapi services in breach of this contract cannot be interpreted as a implicit or explicit consent for breaches of this contract, no matter if they happened in the past or if they continue.
- 10. A third party is considered any person or entity that is allowed access to openapi based on a API key that belongs to you. This definition stands even if the third party was or currently is an openapi client.

Responsibilities of S.C. Compusib S.R.L.

For a proper functioning of the site and to ensure that S.C. Compusib S.R.L. can deliver a wide range of services, we collaborate with third parties. By using our site and services you agree that S.C. Compusib S.R.L. is not responsible for any downtime or malfunction of third parties and the services they provide, and the impact these can have on the services S.C. Compusib S.R.L. provides in turn based on these third party services, including alteration, loss or lack of transmission of information send through these providers. Because the identification of internet users is not possible, S.C. Compusib S.R.L does not have the legal obligation to verify the information saved or provided to openapi by its users and cannot be held responsible for any damages, direct or indirect that result in such information. You acknowledge and agree that you are solely responsible for the information you save and furnish through our site.

You expressly understand and declare that you agree with the following:

- 1. using the services and site provided by openapi is done at your own risk and responsibility
- 2. the services of openapi are provided "as they are"

S.C. Compusib S.R.L. does not offer any warranty that:

- 1. the services are fit for your requirements
- 2. the services will be uninterrupted, in time, safe and without errors
- 3. any error or bug will be fixed

Under no circumstance can S.C. Compusib S.R.L be made responsible for losses direct or indirect resulting from or associated in any way with using our services or in the way our services perform

The present document "Terms and conditions" establishes the whole contractual frame and agreement between parties, according to the subject or the agreement and replace any previous agreement, promise, offer, contract, warranty, written or oral, unless expressly mentioned otherwise.

Privacy policy

Our privacy policy respects your rights to exercise control over your personal data.

1. We will not store personally identifiable information, such as your name, address, email address, or phone number without your knowledge and explicit consent.
2. We will not disclose such information to third parties without your explicit consent.
3. We allow you to view, alter and remove your personal information and any information associated with you signing up as a user of our website.
4. We will take measures to protect the security of personal information we collect.

Your personal information will be used for the following purposes:

1. To personalize the services we provide to you
2. To communicate with you about the services we provide, updates about these services or planned interruptions in these services.
3. To ensure your access to the restricted areas of our site.