Terms and conditions Application-API

Provider offers an *application programming interface* (API) for the use of Application in an automated manner. Using the API you can have calculations performed by the Application-application of Provider. Use is subject to the below terms and conditions.

Article 1. Access to the API

1.1. The API is directly available for use.

Article 2. Grant of permission

2.1. For as long as you adhere to all terms and conditions of this document, Provider hereby grants you permission to use the API for your websites, applications and other services.

2.2. It is forbidden to use the API of Application for any purpose in a context of racist or discriminatory content, any use in a context of erotic or pornographic content (even if legal), any use in a context encouraging hacking, cybercrime and the like, as well as any other activity is in violation of Dutch or other applicable laws and regulations.

2.3. Using the API is not subject to arbitrary limits. However Provider can temporarily limit or suspend the API in case of maintenance, disruptions or abuse.

2.4. You are free to present the data obtained using the API at your own discretion and using your own layout on sites and services under your control.

2.5. If desired you may accompany the presentation of data obtained from the API with the name and/or logo of Provider. In any event is it strictly forbidden to use the name or logo of Provider to create the impression you are part of Provider or have a special status or relationship with Provider.

2.6. It is not permitted to store data obtained using the API for longer than strictly necessary for the presentation thereof directly after the query. 2.7. Should Provider discover that you violate any of the above, or receive a valid complaint alleging the same, Provider may limit or suspend your access to the API until the violation has been ended.

2.8. Provider may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Provider from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. Provider makes no promises regarding availability of the service.

3.2. Provider actively maintains the API and Application. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3. Provider may from time to time adapt Application and the API definition. Your feedback and suggestions are welcome but ultimately Provider decides which adaptations to carry out (or not).

3.4. Provider does not offer any support for using the API.

Article 4. Intellectual property

4.1. The service Application, the accompanying software as well as all information and images on the website is the intellectual property of Provider. None of these items may be copied or used without prior written permission of Provider, except and to the extent permitted by mandatory law.

4.2. The results of calculations you are having carried out by the de Application-application is and remains

changes take effect. Use of Application after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Application shall be brought before the competent Dutch court for the principal place of business of Provider.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Provider shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Provider is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Application or the associated business activities.