clearfacts

Terms and Conditions of Use for ClearFacts API

ClearFacts bv (hereinafter referred to as "ClearFacts"), a company incorporated under Belgian law with its registered office at 1000 Brussels, Keizerinlaan 13-15 and registered in the Crossroads Bank for Enterprises under number 0539.930.110 (e-mail: info@clearfacts.be), offers an open API (hereinafter referred to as "the ClearFacts API") available to all its (app) partners (hereinafter referred to as "Partner(s)").

The following terms and conditions apply to (i) the use by Partner of the ClearFacts API and (ii) the access by Partner to the ClearFacts platform with user's authentication data (even when the latter is not expressly mentioned below).

ClearFacts may modify these terms and conditions or any portion thereof at any moment without advance notice (for example to reflect changes to the law or changes to ClearFacts API). ClearFacts will inform Partner of such changes through a posting on its website, via email or through such other channel as ClearFacts deems useful.

ClearFacts will also inform Partner of such changes through a posting on its website, via email or through such other channel as ClearFacts deems useful.

By using the ClearFacts API or by accessing the ClearFacts platform with user's authentication data, Partner declares that it has read and accepts these terms and conditions.

1. License Grant.
The ClearFacts API is owned by ClearFacts and licensed to Partner on a worldwide, non-exclusive, non-sublicensable, non-transferable and revocable basis.

Except as expressly granted herein, ClearFacts does not grant any intellectual property rights or other proprietary rights in the ClearFacts API.

2. Partner's obligations
Partner warrants that:

(i)   It will use the ClearFacts API in a prudent manner in accordance with industry best practice and with the sole purpose of making the ClearFacts platform accessible to Partner and/or its customer(s) (if any);

(ii)   It will not use or allow its customers (if any) to use the ClearFacts API in any way that may be considered unlawful, harmful, fraudulent or in any way directly or indirectly damaging to ClearFacts and/or to the ClearFacts platform;

(iii)   It has all the necessary skills, knowhow, qualifications and experience to establish a connection and ensure compatibility with the ClearFacts API;

(iv)   Its app complies with any policies or requirements that ClearFacts may issue at its own discretion pertaining to the use of the ClearFacts API (e.g. with respect to the number of periodic API calls Partner's app may make);

(v)   Its app is properly maintained and updated as is required to ensure continued compatibility with the ClearFacts API and the proper functioning of the ClearFacts platform; proper communication channels are set up so that any incident relating to the ClearFacts API can be notified to ClearFacts as soon as possible;

(vi)   It provides timely response procedures in the event an incident arises for which Partner is responsible, and it warrants that it will work in good faith together with ClearFacts to resolve any incident that may arise as quickly as possible;

(vii)   It will immediately stop the use of the ClearFacts API towards its customer(s) (if any) upon simple notification by ClearFacts (e.g. when its customer(s) stop(s) using the ClearFacts platform);

(viii) It will provide ClearFacts upon simple request with any evidence it may have regarding the use made by Partner and/or its customer(s) (if any) of the ClearFacts platform and/or of the ClearFacts API;

(ix)   It will not allow unauthorised persons to gain access to the ClearFacts API and/or any other part of the ClearFacts platform;

(x)   It will not alter or adapt the ClearFacts platform in any way other than what is needed for normal use as outlined by the technical documentation made available by ClearFacts (if any);

(xi)   It does not circumvent, penetrate or otherwise weaken any security measures put in place by ClearFacts in a way that is not compatible with the normal use of the ClearFacts API;

(xii)   It shall refrain from distributing or transferring its access rights and/or any documentation concerning the ClearFacts API to third parties.

3. Termination.
ClearFacts may at any time terminate these terms and conditions and discontinue the ClearFacts API without liability to Partner.

Upon termination, Partner shall immediately stop using the ClearFacts API and delete all related data within Partner's possession directly or indirectly related to the ClearFacts platform (including, without limitation, from Partner's servers).

4. Fees.
Access to the ClearFacts API is currently provided free of charge. However, ClearFacts reserves the right to charge fees in the future by providing at least sixty (60) days' advance notice to Partner.

5. Trademarks and promotion.
ClearFacts grants Partner a limited, worldwide, non-exclusive, revocable license to use ClearFacts' name, logos and/or trademarks solely in connection with the use and promotion of ClearFacts' products and services.

Partner hereby grants to ClearFacts a limited, worldwide, non-exclusive license to use, at ClearFacts' election, Partner's name, logos and/or trademarks solely to promote and describe the functionality of Partner's app.

Partner may not issue any public announcement regarding Partner's use of the ClearFacts API which suggests, either directly or indirectly, a partnership with ClearFacts or endorsement by ClearFacts without first obtaining ClearFacts' prior written consent.

Partner must not use the ClearFacts' name, logos and/or trademarks in any way that takes unfair advantage of ClearFacts' goodwill or reputation and/or could damage ClearFacts' reputation.

6. Security Standards.
Partner's networks, operating systems, web servers, routers and computer systems must be properly configured to industry standards to securely operate Partner's app and prevent any intrusion or unauthorized disclosure or loss of data.

In the event of any breach of security involving the ClearFacts API or personal data, Partner must notify ClearFacts immediately and work diligently to remedy such security breach as soon as practicable.

7. Confidentiality.
Partner shall not disclose any ClearFacts Information to any third party without ClearFacts' prior written consent.

"ClearFacts Information" means all non-public ClearFacts software, technology, programming, and specifications relating to the ClearFacts API, and any other information identified by ClearFacts as "confidential" or an equivalent designation. ClearFacts Information does not include information that has been (a) independently developed without access to ClearFacts Information; (b) rightfully received by Partner from a third party who has the lawful right to disclose such information; or (c) required to be disclosed by law or by a governmental authority.

8. Limitation of liability.
The ClearFacts API is provided "as is" with no warranties, express or implied, of any kind and ClearFacts expressly disclaims any and all warranties including but not limited to any implied warranties of merchantability, fitness for a particular purpose, availability, security, title and non-infringement.

Partner's use of the ClearFacts API is at its discretion and risk, and Partner will be solely responsible for any damages that result from its use, including but not limited to loss of data or damage to computer systems.

ClearFacts shall have no direct, consequential, special, indirect, exemplary, punitive, or other liability, whether in contract, tort or any other legal theory, under these terms and conditions, even if advised of the possibility of such liability, and notwithstanding any failure of essential purpose of any limited remedy. In the event the foregoing is not enforceable, ClearFacts' total liability under these terms and conditions is limited to one hundred euro (EUR 100).

Partner must include in its relevant sales or user agreements provisions exempting ClearFacts from (i) all liability for any fault in or damages caused by the Partner's app; and (ii) any responsibility to provide support services in connection with the app.

9. Indemnification.
Partner shall indemnify, defend and hold ClearFacts, its agents, affiliates, officers, employees, consultants and licensors harmless from any claim, costs, losses, damages, liabilities, judgment and expenses (including reasonable attorneys' fees and other professionals), arising out of or in connection with any claim, action or proceeding by a third party arising out of Partner's, or of any of Partner's agents or representatives, use of the ClearFacts API in any manner that breaches these terms and conditions or otherwise arising out of materials or technology contributed by Partner.

Partner will assume control of the defense and settlement of any claim subject to this indemnification (provided that, in such event, ClearFacts may at any time thereafter elect to take over control of the defense and settlement of any such Claim). In no event will Partner settle any such claim without the prior written consent of ClearFacts.

10. Data protection.
Both ClearFacts and Partner undertake to comply with the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and the relevant Belgian legislation on data protection.

11. Independence of the parties.
ClearFacts and Partner are independent contractors. Therefore, notwithstanding the use of the term "Partner" herein, the Agreement shall not create a franchise, agency, concession, commercial partnership agreement, joint venture, sales representative, or employment relationship between the parties.

12. Applicable law and jurisdiction.
All disputes related to or arising from (the use of) ClearFacts API as well as the application and interpretation of the present terms and conditions are governed by Belgian law, with the courts of the district in which the registered office of ClearFacts is located having exclusive jurisdiction.