

PRODUCT GROUP 4 – ABAX API

1 ABAX API

1.1 Interpretation (add to existing list in GTC)

“ <i>ABAX API</i> ”	The available ABAX Application Programming Interface as well as the related API Documentation
“ <i>API Developer</i> ”	A third party who is given access to ABAX API and the Customer’s data
“ <i>ABAX Developers Portal</i> ”	ABAX’s Developer Portal found at https://developers.abax.cloud
“ <i>API Documentation</i> ”	The documentation, data and information that the Supplier provides regarding the use of the ABAX API through the ABAX Developer Site.

1.2 Acceptance of Terms - conditions

A legally binding contract with the Supplier is a pre condition to use ABAX API for existing Customers. ABAX API can be added as a separate product in addition to the Customer’s other products.

For new customers a separate Contract must be entered with the Supplier regarding use of ABAX API .

The ABAX General Terms and Conditions will apply when using ABAX API.

1.3 API Developer

The API Developer is defined as Data Processor according to Article 4 (7) in Regulation (EU) 2016/679.

The Customer (the Data Controller) is responsible for entering a contract with the API Developer as Data Processor (a Data Processing Agreement).

The Customer must confirm to the Supplier that the API Developer shall be given access to the Customer’s data through ABAX API.

The API Developer must register in the ABAX Developers Portal and approve the ABAX General Terms and Conditions Registration, as well as the specific terms and conditions for ABAX API, before given access to ABAX API.

1.4 Registration

In order to access ABAX API the Customer and/or the API Controller may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of the Customer’s continued use of the APIs.

1.5 Use of ABAX API

1. The Supplier grants the Customer a limited, non-exclusive, non-assignable, non-transferable license to use the ABAX API.
2. The Supplier is constantly developing the ABAX API, and the Customer accepts occasional changes to the ABAX API.
3. The Customer will only access the ABAX API by the means described in the documentation of that API.
4. The Customer may not use the ABAX API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this ABAX API or the Supplier’s other agreements to which the Customer is subject.
5. The Customer may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.
6. The Customer may not use the ABAX API to replicate or compete with core products or services offered by the Supplier.

1.6 Data protection and data processing

1. All Data should be stored and served using strong encryption.
2. All conditions in clause 11 in the General Terms and Conditions - Data Protection and data processing, apply when using ABAX API.

1.7 Payments and charges

1. The price for ABAX API shall be the price agreed between the Supplier and the Customer or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery.

1.8 Term and Termination

1. The ABAX API will go into effect on the date upon which the Customer agree to them, by accessing or using the ABAX API, and will continue until terminated as set forth herein.
2. The Customer may terminate ABAX API with 30 days written notice.
3. Upon termination of ABAX API All rights and licenses granted to the Customer will terminate immediately.