Terms and Conditions for Using the eMAG Marketplace API

Contents

1. Description of the API and Terms and Conditions

1.1 This document describes the terms and conditions of use of the Application Programming Interface (API) provided by **eMAG** – the trade name of DANTE INTERNATIONAL S.A., a Romanian legal entity with its registered office in Bucharest, Șoseaua Virtuții nr. 148, Spațiul E47, sector 6, registered with the Trade Register under number J40/372/23.01.2002, CUI RO 14399840. (hereinafter referred to as "eMAG" or "Platform").

1.2 The main purpose of the API is to ensure interoperability between the Sellers' systems and the Platform, being designed to allow Sellers to integrate their activity on the Platform with their own CRM and ERP solutions. The API provides Sellers with powerful tools for product management, updating commercial information and seamless integration with their own systems. Thus, it is possible to:

- Optimise product management processes: The API allows new products to be added quickly and easily, without the need for manual intervention. This feature allows Sellers to automate the process of adding products to the Platform catalogue.

- Update information in real time: The API makes it easy to change prices, descriptions and other product attributes quickly and accurately. This feature helps Sellers respond promptly to market changes and provide up-to-date information to the Platform's customers.

- Pair offers: The API allows Sellers to pair offers with existing products. This is essential for managing marketing campaigns and attracting new customers.

- Integrate and synchronise with other automated solutions used by Sellers: The API ensures seamless interoperability with ERP (for inventory, order and resource management) and CRM (for customer relationship management) solutions. This integration enables data synchronisation and improved operational efficiency.

1.3 The API is provided, free of charge, exclusively to Sellers approved and registered on the Platform who have requested and received access in accordance with the procedure described in the API Documentation – based on an authorisation request with a username, password and a 64-bit hash value. Any unauthorised access and/or use is strictly prohibited and may entail liability under the law.

1.4 Access to and use of the API are subject to acceptance of and compliance with these Terms and Conditions, which may be updated by the Platform. Changes to the Terms and Conditions shall take effect upon posting on this website. It is the obligation of each Seller and user to ensure that they check, are aware of and comply with the Terms and Conditions in force, and continued use of the API after notification of changes to the Terms constitutes acceptance of those changes. Requesting access to the API constitutes full and unconditional acceptance of this agreement. Otherwise, the Seller is free to use other integration solutions, including manual, with the Platform to post and manage their offers.

2. Access and Use

2.1 Eligibility for Access to the API

You may use the API as a representative of a Seller and by doing so you represent and warrant that you have the authority to bind the Seller to the Terms and Conditions. By accepting the Terms and Conditions, you bind the Seller and act on their behalf, and all references to 'you' refer to the Seller.

2.2 Obtaining and using API access credentials and the API

2.2.1 In order to access and use the API, the Seller must obtain an API client by registering a Seller account - by submitting an authorisation request with a username, password and a 64-bit hash value - and accepting the applicable Terms and Conditions.

2.2.2 You may only access the API with the express authorisation of the Seller account owner and only for the purpose of providing the application service for the Seller's benefit.

2.2.3 You may not use third-party service providers in connection with the API unless they assume at least the same obligations as those contained in this document and the use is limited to the purposes of integration with the Platform.

2.3 Restrictions on Use of the API

When using the API provided by the Platform, you and any employees, agents or service providers involved must ensure compliance with the following restrictions:

2.3.1.   Use the API solely for the development, use and distribution of applications or content intended for your own use or for use by Sellers on the Platform.

2.3.2.   Limit disclosure of API credentials to employees, agents, or service providers who have a strict need for access to use, implement, or update your applications.

2.3.3.   You may not distribute, sell, rent, transfer, or sublicense the rights granted under these Terms and Conditions to any third party.

2.3.4.   You may not use the API to monitor its availability, performance or functionality for benchmarking purposes.

2.3.5.   You may not remove or alter any intellectual property notices or other proprietary markings associated with the API.

2.3.6.   It is prohibited to engage in any activity that interferes with, disrupts or damages the networks, systems, security, data or applications associated with the Platform.

2.3.7.   It is prohibited to circumvent technological measures designed to protect access to databases.

2.3.8.   You may not modify, translate, decompile or create other derivative works based on the API without the consent of eMAG and for purposes other than those set forth in these Terms and Conditions.

2.3.9.   You may not develop applications whose primary purpose is to migrate Sellers to other Platforms.

2.3.10. You may not access the API for illegal, fraudulent or activities that breach the Platform's acceptable use policy.

2.3.11. You may not request data from the API beyond the minimum necessary for the functionality of your application or account.

2.3.12. You may not implement code that uses third-party resources for purposes unrelated to the operation of the Platform, such as cryptocurrency mining.

2.3.13. You may not develop applications that create excessive loads on the Platform's system or distribute malware, spyware, adware, or unwanted programs.

2.4 API Limits

2.4.1 The Platform may establish and enforce limits on the use of the API (including the number of requests you may make) at its sole discretion, without further explanation. Documentation regarding the imposed limits may be made available by the Platform.

2.4.2 By using the API, you agree that you will not attempt to circumvent the limitations imposed by the Platform.

2.5 Consequences of non-compliance with these rules

Any breach, in whole or in part, of these rules, restrictions and/or limits, by you, an employee, supplier or subcontractor of yours, regardless of the existence of any fault, may result in the suspension of your access to the API and other limitations to be determined by the Platform, remedies or sanctions imposed by it, at its sole discretion.

3. Authentication and Security

3.1. Obtaining API Keys

To access the API, Sellers must obtain unique API keys. These keys are provided upon request, after account approval, based on a request that includes a username, password, and a base 64 hash value, as well as the initial integration.

3.2. Maintaining the confidentiality and security of API keys

By using the API, you agree to: (i) keep the API keys and authentication information secure; (ii) not share, intentionally or accidentally, the API keys and authentication information with third parties, publish them or provide access to them; and (iii) not access the API other than through the keys obtained and used in accordance with this document.

Any unauthorised access and/or use of the API keys must be reported immediately to the Platform.

3.3. Monitoring of API use

The Platform may monitor the use of the API to ensure quality, improve the products and services offered, and verify compliance with the Terms and Conditions. Monitoring may include accessing and using your application to identify any security issues that may affect the Platform and any users of the Platform. You may not interfere with these monitoring processes.

3.4. Technical and organisational security measures

It is the responsibility of Sellers and API users to implement appropriate security measures to protect their own systems and the data processed through the API, such as (without limitation):

- Developed applications must be installed and operated on your servers or other servers under your control.

- Your systems (servers, databases, networks and IT systems) must be configured in accordance with industry standards to ensure the security of information and the protection of data communicated through the API.

- You must implement advanced security measures, such as encryption of data in transit and at rest, anti-malware protection and monitoring of unauthorised access.

3.5. Security incidents management

- Sellers must immediately remedy any security deficiencies identified and inform the Platform of those found and the measures taken as soon as possible, but no later than 24 hours after discovery.

- If security breaches or unauthorised access are detected, the Seller is obliged to immediately disconnect the affected system and remedy the security breach, as well as inform the Platform.

- The Seller must investigate the incident and implement preventive measures to avoid similar incidents in the future.

3.6. Consequences of non-compliance with these rules and/or an incident or security breach

The Platform may revoke or suspend access to the API without prior notice if there are reasonable grounds to believe that there is a breach of the Terms and Conditions and/or that a security breach has occurred or is imminent, regardless of fault.

4. Changes and updates

4.1. Updates to the API and interoperable software

4.1.1.   You acknowledge and agree that the Platform may make updates to the API from time to time at its sole discretion. The Platform reserves the right to modify, update or temporarily discontinue the API at any time without prior notice if necessary for maintenance, improvements or operational reasons.

4.1.2.   Sellers are responsible for implementing and using the latest version of the API within the specified timeframe, if any, and for making all necessary changes to their applications as a result of updates, at their own expense and responsibility.

4.1.3.   Updates may affect how your application accesses or communicates with the API. Continued access or use of the API after an update constitutes acceptance of those changes.

4.1.4.   The Platform cannot be held responsible for any interruptions caused by the implementation of changes or updates.

4.1.5.   The Platform reserves the right to require Sellers to install or update any software necessary to continue using the API and related services.

4.2. Access and Availability of the API

4.2.1.   The Platform may modify, suspend or discontinue the availability of parts or all of the API at any time, for any reason, with or without prior notice. These changes may include:

- Removal of features;
- Imposition of fees for features that were previously free;
- Establishment of limits on certain features or services;
- Restricting access to certain parts of the API.

4.2.2.   Sellers understand that these changes are necessary to maintain the quality of the services provided. Continued use of the API after these changes have been implemented constitutes acceptance of the modified terms.

4.3. Seller's responsibility

It is the responsibility of each Seller to monitor API update announcements and promptly adopt new versions as they become available. Any delay in adopting updates may result in malfunctions or loss of access to the API. Sellers are also responsible for the compatibility of their own applications with updates implemented by the Platform.

4.4. Communication of Changes

The Platform will inform Sellers of major updates to the API through official channels (email, online notifications). It is the responsibility of Sellers to ensure that they are registered to receive such notifications.

4.5. Non-enforcement of Changes

4.5.1.   Failure to comply with the obligations described in this chapter may result in the suspension or termination of the Seller's access to the API and other consequences provided for in these Terms and Conditions or in the rest of the applicable contractual framework.

4.5.2.   If the Seller cannot or does not wish to accept the changes, they have the right to terminate access to the API in accordance with the provisions of this document.

5. Intellectual property

5.1. Intellectual property rights related to the API and the Platform

5.1.1.   The API, the associated documentation and all components (including source code, design, database structure) are the exclusive property of the Platform and are protected by applicable copyright and intellectual property laws.

5.1.2.   Furthermore, any software, documentation, information, equipment, devices, templates, tools, processes, methodologies, know-how, websites and other documents or materials used by or on behalf of

the Platform or its affiliated entities (collectively referred to as 'Platform Property') are and shall remain the exclusive property of the Platform.

5.2. API Licence

Subject to your compliance with these Terms and Conditions, the Platform grants you a non-exclusive, non-transferable, revocable, and limited licence to use the API for the purpose of developing and using applications that integrate the services offered by the Platform in the manner described in the Documentation. The licence shall automatically terminate upon termination of your status as a Seller on the Platform and shall have territorial validity equivalent to the Platform on which you act as a Seller.

5.3. Intellectual Property Restrictions

5.3.1.   Sellers are required to observe all intellectual property rights of the Platform and shall not:

- Modify, copy, disassemble the API, or perform reverse engineering;
- Reproduce, distribute, sublicence or publicly communicate the API;
- Create derivative works based on the API or content accessed through the API;
- Use the API or its content for the development of competing products.

5.3.2.   In case of breaching these provisions, the platform may immediately suspend access to the API and initiate legal action to recover damages. Any breach of intellectual property rights will result in legal penalties, including damages.

5.4. Open Source Software

5.4.1.   Some of the libraries, components or software packages required to use the API may be licenced under an open source licence.

5.4.2.   To the extent that the terms of the open source licence prevail over these Terms and Conditions, the use, reproduction and distribution of such open source components shall be governed by the terms of the applicable open source licence, and your use of such components is at your sole risk.

5.5. Rights to Seller Applications

The Platform does not acquire any ownership rights to the applications developed by Sellers. However, Sellers' use of the API does not grant them any ownership rights to the API or to the content accessed through it.

5.6. Feedback

5.6.1.   If you provide feedback (including identifying errors or suggestions for improvements) regarding the API or the services offered by the platform ("Feedback"), you assign to the platform all rights, titles and interests in such Feedback.

5.6.2.   The Platform may use, reproduce, disclose and exploit the Feedback in any way, without attribution, payment or restriction, including to improve the API, existing services or to develop new products.

5.6.3.   The Platform will treat any Feedback as non-confidential and non-proprietary. Therefore, you agree not to submit Feedback that you consider confidential or proprietary.

6. Confidentiality and Data Protection

6.1.   Information confidentiality

6.1.1.   Any information identified as confidential or reasonably capable of being classified as such may not be disclosed to third parties. For clarity, the Platform API, API keys and any information associated with the API are confidential information.

6.1.2.   Confidential Information does not include information that the receiving party can demonstrate that: (a) it was publicly available (or becomes publicly available) without the receiving party being responsible for its disclosure; (b) was already known or in the possession of the receiving party;

 (c) was independently developed by the receiving party without using or referring to the other party's confidential information and without breaching any provision of the Terms and Conditions; or (d) was legally obtained from a third party who is not bound by confidentiality.

6.1.3.   Each party shall use confidential information only to the extent necessary to perform the contract between the parties.

6.1.4.   The party receiving confidential information agrees to take all reasonable measures, at least equivalent to those used to protect its own proprietary information, but in any event no less than a reasonable level of care, to prevent the reproduction, disclosure or use of confidential information, except: (a) disclosure to employees, agents and suppliers who, in each case, need to have access to such information in order to perform the obligations of the party receiving the confidential information and who are bound by confidentiality agreements at least as strict as those in these Terms, the party being responsible for ensuring that its affiliates, its employees, suppliers and agents observe confidentiality provisions; or (b) cases where disclosure is required by law, regulation or a court order, provided that, if legally permitted, the party required to make such disclosure promptly informs the other party in writing and uses commercially reasonable efforts to ensure the confidential treatment of such information.

6.1.5.   All copies and extracts of confidential information must be destroyed or returned at the request of the party to whom it belongs, once there is no longer any reason for its processing or retention by the party that received it.

6.2.   Data processing via API

6.2.1.   The provision and use of the API also involves the processing of sensitive business data, including information about products, prices and transactions, as well as personal data.

6.2.2.   Both the Platform and the Seller are independent data controllers and are required to comply with personal data protection legislation and to ensure the confidentiality of information accessed and/or processed through the API.

6.3.   Seller data

6.3.1.   The Platform has an unlimited right in terms of time, space and method of use with regard to Seller data collected following the installation or use of the API by Sellers.

6.3.2.   The data collected and processed through the API will be used exclusively for the operation of the services offered to Sellers, the improvement of the functioning and features of the Platform, and for statistical purposes.

6.4.   Breach of obligations

Any breach of confidentiality or data protection obligations may result in the suspension of access to the API and other applicable legal measures.

7. Limitation of Liability and Disclaimers

7.1. Best effort principle

7.1.1.   The Platform makes every effort to ensure the functionality and security of the API, but does not guarantee uninterrupted operation or the absence of errors.

7.1.2.   The API and any related services are provided "as-is". The Platform makes no warranty under these Terms and expressly disclaims all warranties, express or implied, including, but not limited to, warranties of non-infringement of intellectual property rights, warranties of merchantability or fitness for a particular purpose.

7.1.3.   Without limiting the foregoing, the Platform also disclaims all representations and warranties, express or implied, that the API or related services will meet all requirements of Sellers, Platform Customers or other third parties or that they will operate without interruption, errors or harmful components.

7.1.4.   By using the API, Sellers acknowledge and agree to this limitation of warranties and the other limitations set forth herein.

7.2. Exclusion of Platform Liability

7.2.1.   The Platform shall not be liable in any way to any person in connection with the provision of the API, the services offered or in any other context, for direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but without being limited to, loss of profits, loss of goodwill, loss of use, loss of data or other intangible losses arising in any way from the use of the API or the services offered, even if the Platform has been informed of the possibility of such damages.

7.2.2.   In particular, the Platform shall not be liable for:

- Direct or indirect damages resulting from the use or inability to use the API;
- Loss of data or business interruptions caused by technical problems or unauthorised interventions;
- Errors resulting from improper use of the API or failure to comply with the Technical Documentation.

7.3. Applicability of limitations

7.3.1.   By using the API and the Platform's services, the Seller acknowledges and accepts these limitations and exclusions of liability.

7.3.2.   The above limitations apply to the fullest extent permitted by applicable law. If the exclusion or limitation of certain types of damages is not permissible, the Platform's liability shall be limited to the maximum extent permitted by law.

7.4. Obligation to indemnify and hold harmless

The Seller agrees to defend, indemnify and hold harmless the Platform, its affiliates and their directors, officers, employees, subcontractors and agents (collectively, the "Indemnified Parties") from and against any claim, demand, debt or responsibility, including reasonable attorneys' fees and fines or other penalties imposed ("claims"), to the extent that such claims are based on or arise out of: (a) Seller's breach or failure to observe, for any reason, of any representation, warranty or obligation under the Terms and Conditions; (b) Seller's access to or use of the API; (c) any claim by a third party that Seller's products or services, including its application, infringe the intellectual property rights or other rights of a third party; (d) the performance, non-performance or improper performance of the Seller's products or services; (e) the relationship between the Seller and any third party, including the Platform's customers; or (f) a data security breach.

8. Audit. Breaches and Remedies. Suspension, Termination and Resumption of Access

8.1. Monitoring and Audit

8.1.1.   The Platform reserves the right to monitor the use of the API to ensure compliance with the Terms and Conditions.

8.1.2.   Upon request of the Platform, the Seller must provide proof of compliance of its application with these Terms.

8.1.3.   The Platform has the right to audit the Seller's use of the API, systems and records or to appoint an independent auditor, under appropriate confidentiality conditions, to verify the Seller's compliance with these Terms and Conditions.

8.2. Remedies in case of Breach

In the event of an actual or imminent breach of the provisions of these Terms and Conditions, the Platform shall be entitled, in addition to other rights and remedies provided by law, to: (a) immediately stop the activity, without needing to prove fault, show damage, or provide a guarantee; (b) immediately terminate the Seller's rights under these Terms and Conditions and/or any other contract terms that apply to the relationship between the parties; and (c) ask for compensation for any losses, damages or liability incurred by the Platform in connection with such breach, as provided in this section. These remedies are cumulative and do not limit any other rights that the Platform may have under applicable law and/or other contractual terms applicable between the parties.

8.3. Suspension, Termination and Resumption of access

8.3.1.   Access to the API may be suspended or revoked by the Platform at any time, at its sole discretion.

8.3.2.   Without limiting the foregoing, the Platform may revoke the Seller's right to use the API in the event of a breach of the Terms and Conditions and/or any contractual provisions applicable to the

relationship between the parties and/or a breach of law and/or the identification of security breaches or threats or fraudulent activities.

8.3.3. In the event of suspension or termination of access to the API: (a) each party shall return to the other party or destroy (with certification of destruction) all intangible or tangible property of the other party in its possession or control (including confidential information); and

(c) all rights granted to the Seller hereunder shall immediately terminate, including the Seller's right to access and use the API.

8.3.4. Access may be resumed after the situation has been remedied and expressly approved by the Platform. If the event that led to the suspension or termination was a security incident, breach or threat, including unauthorised use of the API, access may only be resumed after an audit has been carried out at the Seller's expense, showing that the vulnerabilities have been remedied.

9. Final provisions

9.1. Independent contractors

The parties are independent contractors. Neither party is an agent, representative, partner or affiliate of the other party. Neither party has the right, power or authority to enter into any agreement or assume any obligation on behalf of the other party.

9.2. Waiver

The failure of either party to exercise or enforce strictly any provision of the Terms and Conditions or any right conferred by them shall not be construed as a waiver of that right or provision. Each waiver shall be made in writing and signed by the waiving party.

9.3. Assignment

All provisions of these Terms and Conditions create rights and obligations for the parties, their successors and legal representatives. The Platform may assign the contract without notice or consent from the Seller. The Seller shall not be entitled to assign the contract or any of its rights or obligations to a third party without the prior written consent of the Platform and without the assignee expressly assuming the Seller's contractual position as set out in the Terms and Conditions.

9.4. Applicable law and jurisdiction

These Terms are governed by and construed in accordance with Romanian law. The parties irrevocably accept the exclusive competence of the courts of Bucharest for any dispute arising out of or in connection with these Terms.

9.5. Survival clause

Sections that, by their nature, are intended to survive the termination of these Terms shall survive their termination or expiry, including, but not limited to: Intellectual Property Rights, Confidentiality and Data Protection, Limitation of Liability and Disclaimers.