



Sulu Terms of Service

30.04.2024

Welcome to Sulu.

These terms of service (these “Terms”) apply to the application programming interface (“API”) marketplace/network and other products and services (collectively, the “Service”) provided by Sulu Software Consultancy Limited (“Sulu”, “SuluAPI”, “our,” or “we”) via sulu.sh or other website/platform which may be utilised by Sulu for the Service (the “Site”).

By registering to use the Service, accessing the Service or providing access to any APIs via the Service, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.

These Terms apply to individuals and entities that provide access to APIs via the Service (“API Provider(s)”) and individuals and entities that obtain access to APIs via the Service (“API Consumer(s)”). Unless otherwise specified, “you” refers to API Providers and API Consumers.

The “Effective Date” of these Terms is the date you first access the Service.

Sulu reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of Sulu referenced or referred to in these Terms) at any time and in its sole discretion by providing notice that these Terms have been modified. Such notice may be provided by sending an email, posting a notice on the Site, posting the revised Terms on the Site and revising the date at the top of these Terms, or such other form of notice as determined by Sulu. Any changes or modifications will be effective 7 days after providing notice that these Terms have been modified (the “Notice Period”). Your continued use of the Service following the Notice Period will constitute your acceptance of such changes or modifications. You are advised to review these Terms whenever you access the Service and at least every 30 days to make sure that you understand the terms and conditions that will apply to your use of the Service.

PRIVACY

For information about how we collect, use and share information about you and other users of the Service, please see our Privacy Policy.

SERVICE & REGISTRATION

Service

Sulu’s API Hub connects API Providers and API Consumers. The Service enables API Providers to list the APIs they offer for purchase by API Consumers. Each API offering must include a full description of the API, its associated price, and all relevant related terms and conditions.

Sulu grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Service subject to the terms and conditions set forth in these Terms.

Registration

In order to access the Service, API Providers and API Consumers must register with Sulu by completing the registration forms provided via the Site. You agree to (a) provide accurate, current, and complete information as may be prompted by the registration forms via the Site (“Registration Data”), (b) maintain the security of your Sulu account password, (c) maintain and promptly update the Registration Data, and any other information you provide to Sulu, to keep it accurate, current, and complete and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Sulu.

You are responsible for safeguarding the passwords you use to access the Service and agree to be fully responsible for activities or transactions that relate to your Sulu account or password. You must notify Sulu immediately if you learn of an unauthorized use of your Sulu account or password.

API Rights — Between API Providers and API Consumers (not Sulu)

Sulu provides the API Hub, but the terms and conditions applicable to the APIs (including, the use of the APIs) are between API Providers and API Consumers (not Sulu).

With respect to each API, API Consumers and the API Provider who listed such API via the Service acknowledge and agree that the terms and conditions applicable to the use of and other rights with respect to such API by each such API Consumer are solely between each such API Consumer and such API Provider, and not with Sulu. Each API Provider (not Sulu) is responsible for all support and all claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement).

Sulu reserves the right (but does not have the obligation or any responsibility for), to review, screen, or monitor any links to any APIs or any API Content/Terms (as such term is defined below) at any time and for any reason without notice. API Providers and API Consumers acknowledge and agree that Sulu may remove any API or any API Content/Terms without any liability to any party at Sulu’s sole discretion.

API Provider

API Provider – Grants and Obligations

API Providers may provide APIs via the Service by completing Sulu’s listing form.

For each API, API Providers must provide the uniform resource locators (urls) applicable to such API on the API Provider’s websites, a brief description of the API, the API pricing parameters (free use, unique object pricing, etc), any overage fees and any other applicable terms and conditions (e.g. service level standards) (collectively, “API Content/Terms”).

The API Provider grants Sulu the right to provide the APIs and the API Content/Terms provided by the API Provider (or a party on its behalf) via the Service. Further, the API Provider consents to Sulu’s use of its name and, if applicable, API Provider’s company’s name and logo on the Site and our publicly-available online and printed materials, identifying API Provider (and, if applicable, API Provider’s company) as part of the Sulu API network.

API Provider, not Sulu, is responsible for monitoring and enforcing the API Content/Terms applicable to each API to which it grants an API Consumer access. API Provider acknowledges and agrees that

Sulu will not be liable for any actual or alleged breach of the terms and conditions governing the use of APIs by API Consumer (or any damages arising from or related to such actual or alleged breach).

API Provider represents and warrants that (a) all representations and warranties made by API Provider with respect to the APIs it lists via the Service are true and accurate; and (b) it owns (or has full rights to) to market, promote, offer to sell, sell, grants access to, and distribute the APIs it lists via the Service and all API Content/Terms posted to the Service.

In the event Sulu provides API Consumer email addresses or other contract information to an API Provider, such API Provider may use such email addresses or other contact information solely to provide API Provider's APIs to API Consumer in connection with the Service. In no event may API Provider bypass Sulu's billing, management, marketplace or Service and/or use any information obtained via Sulu, the Service or the Site (including, but not limited to, any API Consumer email addresses or other contract information) for any purpose other than expressly authorized in these Terms. For example, API Provider may not use any API Consumer email addresses or other contract information to solicit API Consumers or other users to leave the Service or obtain APIs directly via API Providers or any non-Sulu source.

API Provider – Payments

Fees paid to Sulu will vary depending on the monetisation method chosen. Please consult your Sulu Business Development Manager for details.

API Consumer

API Consumer – Monetisation Options

API Consumers may browse listed APIs and access and use APIs pursuant to one of the Sulu API monetisation options selected by API Consumer. Depending on a particular API offering, API Consumer may also be able to arrange custom pricing and service directly with an API Provider.

API Consumer – Fees

The pricing terms for each API Consumer's access and use of APIs are set forth in the Sulu monetisation option selected by such API Consumer.

User Content

Sulu reserves the right, but does not have the obligation or responsibility, to remove, screen, or edit any content, links, comments or materials posted or stored on the Service, including API Content/Terms (collectively, "User Content") at any time and for any reason without notice. You will not (and will not allow or authorize any third-party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the Service any User Content that is restricted by these Terms.

Restrictions

Except as expressly authorized by these Terms, you may not:

- modify, disclose, alter, translate, or create derivative works of, the Service (or any components thereof);
- license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Service (or any components thereof);

- disassemble, decompile, or reverse engineer the software components of the Service;
- use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- use the Service to store or transmit any viruses, software routines or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;
- copy, frame, or mirror any part or content of the Service;
- build a competitive product or service, or copy any features or functions of the Service;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or their related systems or networks;
- remove, alter, or obscure any proprietary notices in or on the Service including copyright notices;
- cause or permit any third-party to do any of the foregoing; or
- interfere in any manner with the enjoyment of the Service of any other user.

General Grant and Ownership

Unless otherwise expressly indicated in these Terms, (a) all user profiles and user contact information, and (b) all information, materials, and content of the Service, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms, and other content (collectively, "Sulu Materials") are exclusively owned by Sulu or are used with permission. You may not use or disclose any of the Sulu Materials without Sulu's express prior written consent.

When you post, link, or otherwise make available User Content to the Service, you grant Sulu a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content throughout the world in any manner or media on or off the Site. Sulu reserves all rights not expressly set forth in these Terms.

COPYRIGHT POLICY

Sulu users may report content that appears on/via the Site or Service to Sulu that he/she thinks violates these Terms, and Sulu may remove such content, suspend or terminate the account of the user who made posted such content and/or take additional action to enforce these Terms against such user.

FEEDBACK

Any suggestions, comments, or other feedback provided by you to Sulu with respect to the Service or Sulu (collectively, "Feedback") will constitute confidential information of Sulu. Sulu will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

LINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Service for non-commercial purposes, provided such link does not portray Sulu or any of its products and services in a false, misleading, derogatory, or defamatory manner and that the linking site does not contain any material that is offensive, illegal, harassing, or otherwise objectionable. This limited right may be revoked at any time. Sulu makes no claim or representation regarding, and accepts no

responsibility for, the quality, content, nature, or reliability of third-party sites accessible by link from the Service or Site. Sulu provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Sulu of the corresponding site or any information contained in (or made available via) that site. When you leave the Site, Sulu's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data-gathering practices, of any site to which you navigate from the Site.

THIRD-PARTY ADVERTISING

Sulu may run advertisements and promotions from third parties through or in connection with the Service or may provide information about or links to third-party products or services. Your dealings or correspondence with, or participation in promotions of, any such third parties, and any terms, conditions, warranties, or representations associated with such dealings, correspondence, or promotions, are solely between you and the applicable third party. Sulu is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions or as the result of the presence of such advertisers or third-party information made available through the Service.

TRADEMARKS

Sulu's name, trademarks, logos, and any other Sulu product, service name, or slogan included in the Service are property of Sulu and may not be copied, imitated, or used (in whole or in part) without Sulu's prior written consent. The look and feel of the Service and the Site, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of Sulu and may not be copied, imitated, or used (in whole or in part) without Sulu's prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Service ("Third-Party Trademarks") are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute an affiliation by Sulu and its licensors with such company or an endorsement or approval by such company of Sulu or its licensors or their respective products or services.

SUSPENSION OR TERMINATION

Sulu may, at its sole discretion, suspend or terminate your license to access or use the Service at any time and for any reason without notice. You must stop accessing or using the Service immediately if Sulu suspends or terminates your license to access or use the Service. Sulu reserves the right, but does not undertake any duty, to take appropriate legal action including the pursuit of civil, criminal, or injunctive redress against you for continuing to use the Service during suspension or after termination. Sulu may recover its legal fees and court costs from you for such actions. These Terms will remain enforceable against you while your license to access or use the Service is suspended and after it is terminated. Except for the license granted to you to access and use the Service and all payment terms, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of these Terms.

API Providers and API Consumers acknowledge and agree that Sulu may remove any API or any API Content/Terms at Sulu's sole discretion.

API Consumer may terminate its monetisation option at any time by selecting Unsubscribe from the applicable API plan page. NO REFUNDS WILL BE ISSUED.

DISCLAIMER

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SULU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE SERVICE, ANY OF THE APIS PROVIDED VIA THE SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SITE AND THE SULU MATERIALS), THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW) AND THIRD-PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SULU DOES NOT WARRANT, AND DISCLAIMS ALL LIABILITY FOR (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY, OR RELIABILITY OF THE SERVICE, ANY OF THE APIS PROVIDED VIA THE SERVICE, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION OR CONTENT MADE AVAILABLE VIA THE SITE), OR THIRD-PARTY TRADEMARKS; (B) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE AND ANY API MADE AVAILABLE VIA THE SERVICE; (C) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, ANY USER CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICE; AND (D) WHETHER THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Nothing in these Terms limits any liability that cannot legally be limited, including liability for death or personal injury caused by negligence fraud or fraudulent misrepresentation.

INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold Sulu (and its directors, officers, employees, consultants and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable legal fees, costs, penalties, interest and disbursements) for any death, injury, property damage caused by, arising out of, resulting from, attributable to or in any way incidental to any of your conduct or any actual or alleged breach of any of your obligations under these Terms (including, but not limited to, any actual or alleged breach of any of your representations or warranties as set forth in these Terms).

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SULU WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE, ANY OF THE APIS PROVIDED VIA THE SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SITE AND SULU MATERIALS), THIRD-PARTY INFRASTRUCTURE OR THIRD-PARTY TRADEMARKS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY), EVEN IF SULU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SULU ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE, ANY OF THE APIS PROVIDED VIA THE SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION OR CONTENT MADE AVAILABLE VIA THE SITE), THIRD-PARTY INFRASTRUCTURE OR THIRD-PARTY TRADEMARKS EXCEED ONE HUNDRED EURO (Euro €100.00).

Sulu reserves the right, but does not have the obligation, to review, screen, or monitor any links to any APIs or any API Content/Terms (as defined below) at any time and for any reason without notice.

MEDIATION AND ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH SULU AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SULU.

If any dispute arises in connection with these Terms, the parties agree to enter into mediation in the first instance to settle such a dispute, in good faith, and will do so in accordance with Mediation Act 2017. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by the involved parties. To initiate the mediation a party must give notice in writing ("ADR Notice") to the other part, referring the dispute to mediation.

If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 working days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, the Law Society of Ireland will be requested to decide that point for the parties having consulted with them.

Unless otherwise agreed, the mediation will start not later than 30 working days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings or an arbitration.

Any dispute, controversy or claim arising out of or relating to these Terms, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, may be resolved by arbitration under the UNCITRAL Arbitration Rules in force at the date of these Terms. It is agreed that:

- the tribunal shall consist of one arbitrator (who is to be a practising barrister or solicitor under the laws of Ireland);
- in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in Dublin;
- the seat of the arbitration shall be Dublin;
- the law governing this arbitration agreement shall be exclusively the laws of Ireland; and
- the language of the arbitration shall be English.

Governing law

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

Jurisdiction

You irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

MISCELLANEOUS

Independent Contractors

Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

Assignment

You may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these Terms or any right, title, interest, or obligation hereunder without the prior written consent of Sulu. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. Sulu may assign these Terms without your prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms.

Third-Party Infrastructure

Notwithstanding any terms to the contrary in these Terms, you acknowledge and agree that Sulu uses a third party hosting infrastructure in connection with the Services ("Third-Party Infrastructure"), the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure, and Sulu assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure.

Electronic Communications By using the Service, you agree that we may communicate with you electronically regarding your use of the Service and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at support@sulusolutions.com.

Severability

If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of applicable law, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

Force Majeure

Sulu is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of services provided by any service providers used by Sulu, labour disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

QUESTIONS

If you have any questions regarding the use of the Service, please email Sulu at support@sulusolutions.com.