



API Terms of Use

1 Applicability API Terms of Use

- 1.1 These API Terms of Use ('**Terms of Use**') apply to any use of the Taric Support API. By requesting to use and/or using the Taric Support API, these Terms of Use become applicable to the API User.
- 1.2 The Taric Support General Terms and Conditions apply to the use of the Taric Support API as well. These Terms of Use are supplemental to the General Terms and Conditions. In the event of any discrepancies between these Terms of Use and the General Terms and Conditions, these Terms of Use shall prevail.
- 1.3 Taric Support reserves the right to unilaterally change these Terms of Use. The amended Terms of Use take effect from the moment of publication. Taric Support makes the changes known by sending the amended Terms of Use by email to the API User or by publishing the amended Terms of Use on Taric Support's website (at Taric Support's discretion). By continuing to use the Taric Support API after the amended Terms of Use have been emailed or published, the API User agrees to the amended Terms of Use. If the API User indicates not to accept the amended Terms of Use, Taric Support has the right to terminate access to the Taric Support API.

2 Definitions

- 2.1 In these Terms of Use the following terms have the following meanings:

API Credentials	a unique key with which the Taric Support API API User, system or website can be identified and with which the Taric Support API can be queried.
API User	the natural person, legal person or government organization, using the Taric Support API. If a natural person uses the Taric Support API within the course of an employment agreement with a legal person, both the natural person and the legal person are considered API Users for the purpose of these Terms of Use.
Data	the information (data) that can be and/or is retrieved through the Taric Support API by the API User. The type of data that is available through the Taric Support API is further described on the Taric Support API portal. The type and content of the Data can vary from time to time, for instance depending on the source from which Taric Support obtains the Data but also on a decision of Taric Support to change or remove endpoints. The type and content of Data to which the API User has or may have access, also depends on the agreement that the API user has with Taric Support.



General Terms and Conditions	The general terms and conditions of Taric Support that may be amended from time to time and that apply to all of Taric Supports services and products, including to the Taric Support API.
Integrating Party	the natural person or legal person that develops an application in which the Taric Support API is integrated on behalf of the API User.
Service	offering the API User the opportunity to search and retrieve Data through the Taric Support API so that this Data can be accessed in the API User's system.
Taric Support	Taric Support B.V.
Taric Support API	the "application programming interface", the channel through which Taric Support delivers the Service to a API User.
Taric Support API portal	portal (https://api.taricsupport.nl/swagger/ui/index#/) where Taric Support offers information about the Taric Support API and how to register for the use of the Taric Support API
Terms of Use	these Taric Support API Terms of Use.
Third Party Application	an application not developed by Taric Support but by the API User or by an Integrating Party on behalf of the API User in which the Taric Support API is integrated.

3 Use of the Taric Support API

- 3.1 The API User may only use the Taric Support API with the use of his own API Credentials.
- 3.2 The API User may only use the Taric Support API for the purposes set out in the agreement between Taric Support and the API User. If no separate agreement has been concluded between Taric Support and the API User (or API User's employer) or no purpose has been set out in such agreement, the Taric Support API may only be used for the (own) internal business of the API User in preparing customs declarations.
- 3.3 The API User will use the Taric Support API in a fair and reasonable way, this includes the following:
 - 3.3.1 The API User shall at all times try to avoid a peak load on the Taric Support API;

- 3.3.2 The API User shall not attempt to exceed or circumvent limitations on access, calls and use of the Taric Support API, or otherwise use the Taric Support API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage. Notwithstanding the foregoing, the API User is always at liberty to discuss possibilities and solutions with Taric Support regarding the use of the Taric Support API within the limits and possibilities of the Taric Support API.
 - 3.3.3 The API User is not allowed to sublicense the Taric Support API for use by a third party. It is consequently not allowed to create another API on the basis of the Taric Support API and offer it for use by third parties;
 - 3.3.4 The API User shall not interfere with or disrupt the Taric Support API or the network(s) providing the Taric Support API;
 - 3.3.5 The API User shall not reverse engineer or otherwise attempt to extract the source code from the Taric Support API or any related software, except to the extent that this expressly permitted under the applicable law(s);
 - 3.3.6 The API User shall not perform any action with the intent to introduce any viruses, worms, defects, Trojan horses, malware or any other items of destructive nature to the Services.
- 3.4 With respect to the Data returned from the Taric Support API, the API User will not:
- 3.4.1 Scrape, build databases, or otherwise create permanent copies of such Data in as far as the purpose thereof would lead to any third party no longer having the need to obtain its own license from Taric Support, thus in a way that competes with Taric Support's (current and future) products and services;
 - 3.4.2 Sell, lease, lend, distribute, publicly display or sublicense the Data to any third party;
 - 3.4.3 Misrepresent the source or ownership of the Data.
- 3.5 Taric Support reserves the right to suspend API User's access to the Taric Support API in the event that the API User uses the Taric Support API in such way that Taric Support expects that it is no longer able to guarantee the availability of the Taric Support API for other API Users or customers of Taric Support.

4 API Credentials

- 4.1 The API Credentials are strictly personal, bound to the API User and not transferable. The API User must handle the API Credentials with care, keep it secret, not make it available to a third party and keep and/or store it in a safe place, in order to prevent misuse or improper use of the API Credentials and the Taric Support API.
- 4.2 The API Credentials may only be used to log in to use the Taric Support API portal: portal (<https://api.taricsupport.nl/swagger/ui/index#/>). It is not allowed to enter and/or use the API Credentials on other websites.
- 4.3 The API User must immediately report loss, theft or (the suspicion of) abuse or improper use of the API Credentials to Taric Support. Taric Support can block the API Credentials at

the request of the API User. Taric Support is not liable for any damage resulting from misuse or improper use of the API Credentials.

- 4.4 In the event of (any suspicion of) abuse or improper use of the API Credentials, Taric Support has no obligation to provide any information regarding activities related to the usage of the Taric Support API by the API User (if this is already known to Taric Support). Any information known to Taric Support only needs to be provided if there is a legal obligation to do so. Taric Support does not undertake any obligation to store (data) information related to the use of the API User.
- 4.5 Without prejudice to the termination options in the agreement between Taric Support and the API User and/or in the General Terms and Conditions, Taric Support reserves the right, but does not undertake the obligation, to block the API User's API Credentials and thereby (temporarily or indefinitely) terminate access to the Taric Support API:
- 4.5.1 if the Taric Support API User does not comply with the Terms of Use and/or the General Terms and Conditions;
- 4.5.2 in case the API User misuses or uses the API Credentials improperly;
- 4.5.3 if the API User has not used the API Credentials for a consecutive period of one year;
- 4.5.4 if the API User fails to comply with its payment obligations under the agreement with Taric Support.

5 Available Data

- 5.1 The agreement between Taric Support and the API User describes the Data that may be retrieved by using the Taric Support API and the Taric Support API portal. Taric Support reserves the right to change the content and operation of the Taric Support API portal, the description as well as the content, composition and / or (delivery) form of the Data.
- 5.2 The information and Data on the Taric Support API portal and the Data that may be retrieved by using the Taric Support API is made available 'as is' and 'as available', without any warranties of any kind.

6 Integrating Party

- 6.1 After prior written consent of Taric Support, the API User may be entitled to have an Integrating Party develop (or use/adjust an already developed) Third Party Application in which the Taric Support API can be integrated. The API User shall make sure that the Integrating Party complies with these Terms of Use and that the Third Party Application (by design and default) makes it possible for the API User to comply with these Terms of Use.
- 6.2 A condition precedent for Taric Support's prior written consent (as mentioned in Article 6.1) shall at least be that the Integrating Party signs a non-disclosure agreement with Taric Support containing the restrictions that Taric Support deems necessary. The API User is free to request a draft non-disclosure agreement from Taric Support for the purpose of discussing the contents with a possible Integrating Party.

- 6.3 Taric Support may at its discretion refuse a proposed Integrating Party, for instance if the proposed Integrating Party is a competitor of Taric Support.

7 Costs and payment

- 7.1 The costs and payment conditions applicable to the use of the Taric Support API are agreed upon in the agreement between Taric Support and the API User and the General Terms and Conditions. For the avoidance of doubt, this Article 7 applies additionally to use of the Taric Support API.
- 7.2 The costs involved in making connection to the Taric Support API are for the account of the API User and are not included in the prices offered by Taric Support.
- 7.3 The costs involved with downloading and accessing Data from the Taric Support API are for the account of the API User and are not included in the prices offered by Taric Support.

8 Privacy

- 8.1 The API Users attention is expressly drawn to (i) Article 10 of the General Terms and Conditions relating to privacy, data processing and data protection that applies to the Taric Support API as well, and (ii) to Taric Support's Privacy Policy.

9 Liability

- 9.1 All limitations of Taric Support's liability as contained in the agreement and the General Terms and Conditions, apply to the Taric Support API as well.
- 9.2 As an exception to the total liability cap in Article 18 of the General Terms and Conditions, with respect to the Taric Support API, under no circumstances will Taric Support be liable for indirect damages (such as loss of profits, loss of goodwill, loss of business opportunity and business standstill).
- 9.3 With respect to direct damages (including damages to tangible property caused by Taric Support) the maximum liability of Taric Support shall be limited to EUR 50,000.- (*fifty thousand euros*) for the duration of the agreement. In as far as legally allowed, Taric Supports liability for death and personal injury shall also be limited to the aforementioned amount. The maximum amounts of liability as mentioned in this Article shall not apply in the event of gross negligence or wilful misconduct of Taric Support's management.