ConnectPay

API Terms of Use

Version 2.0

1. General Provisions

These API Terms of Use (the "Terms of Use") are biding to the Customer and establish conditions by which the Customer may use and/or access for Services, as defined below, via Application Programming Interface ("API"). Terms of Use are provided to the Customer in accordance with (i) Terms and Conditions https://connectpay.com/legal/TermsAndConditions.pdf and (ii) Privacy Policy https://connectpay.com/privacy-policy, both of which constitute an integral part thereof, as well as an integral part of the Service Agreement, as defined below, i.e. the Customer cannot conclude these Terms of Use if the Customer hasn't agreed with the Terms and Conditions and Privacy policy before.

By accepting these Terms of Use the Customer agrees to comply with them in full. Conditioned upon Customer's acceptance of these Terms of Use, ConnectPay hereby grants permission to access and use API, as defined below. If the Customer does not accept these Terms of Use, the Customer is not authorized to use API, as defined below.

2. Definitions

For the purposes of these Terms of Use, the following definitions apply unless the context explicitly requires otherwise. Other capitalized definitions used herein has a meaning of that in ConnectPay Developer Portal, Terms and Conditions and/or Service Agreement, respectively.

"API" shall mean access granted to the Customer to various software libraries and application programming interfaces provided by ConnectPay and/or approved by ConnectPay and detailed in ConnectPay Developer Portal in order to facilitate API transaction processing for the Customer and/or Services.

"Services" shall mean any services provided to the Customer under Service Agreement, supporting API connection.

"Access Token" is a security credential that identifies Customer's API Application and allows to access Customer's ConnectPay account data via API Application created on ConnectPay Developer Portal. Access Token will be not revocable and of a limited duration.

"Application" shall mean a computer program or group of programs developed by the Customer for the purposes of accessing ConnectPay APIs.

"Refresh Token" is a security credential that identifies Customer API Application and allows to generate Access Token via API Application created on ConnectPay Developer Portal. Refresh Token will be revocable and of a limited duration.

"ConnectPay Developer Portal" (https://developers.connectpay.com/) shall mean a portal where the set of instructions and rules for integrating ConnectPay API and managing connectivity are hosted. These instructions and rules which constitute an integral part of these Terms of Use.

"Service Agreement" shall mean an agreement between ConnectPay and the Customer, as applicable, i.e. Agreement for IBAN Account, Agreement for Online Banking, Online Payment Acceptance Agreement and/or other agreements for provision of specific services provided by ConnectPay which establishes the terms and conditions of provision services of ConnectPay and is an integral part of Terms and Conditions (irrespective of whether this is established in the specific agreements).

3. Technical Processing

3.1. Any Customer's access or use of ConnectPay services is subject to Terms and Conditions and/ or Service Agreement applicable for the particular service.

3.2. For processing API request the Customer shall only use Application via ConnectPay Developer Portal.

3.3. The Customer is required to connect to the APIs as prescribed by the Integration Manual which can be found on the ConnectPay Developer Portal.

3.4. ConnectPay shall either:
    3.4.1. provide an interface to the Customer to the API in its current form, or
    3.4.2. accept a request for customization of the API to allow the required connection.
    3.4.3. Either option may require that ConnectPay certifies the interface, although certification does not guarantee the integrity or accuracy of the data transmitted and delivered. The efforts required of ConnectPay in connection with either (a) or (b) above will be performed by ConnectPay within a reasonable time as determined by ConnectPay based on the subject effort. The Customer agrees to pay for any customization of the API, as stipulated above. The price for any customization shall be agreed upon with the Customer in advance.

3.5. ConnectPay is not responsible for any issues, problems and damages arising from Customer's connection of its Application that has not been performed in strict accordance to the Integration Manual.

3.6. Customer bears all and any costs relating to the connection to the API.

3.7. The Customer shall integrate and operate APIs in accordance with the instructions provided by ConnectPay via ConnectPay Developer Portal, as well as via email to Customer's email address registered on the ConnectPay Developer Portal, if relevant.

3.8. The Customer shall use API only in accordance with the rules set out in ConnectPay Developer Portal and Service Agreement, as might be amended from time to time by ConnectPay.

3.9. The Customer shall not copy, sell, lease, encumber or otherwise dispose of the API and accompanying materials.

3.10. The Customer acknowledges that the proper functioning of the API requires computer hardware/software suitable to operate the Application. ConnectPay will not have any liability to the Customer if the API fails to operate because of the Customer's inappropriate, inadequate or faulty Application, because of the failure of Customer, its employees and agents to operate the API properly in accordance with the instructions provided by ConnectPay or because of the neglect or misuse of the API by the Customer, its employees or agents. If the API fails to operate for any other reason not attributable to the Customer, the liability of ConnectPay shall be limited to the repair or replacement of the API.

4. Authorization of API access

4.1. The Customer shall obtain Access Token for all required API access via the ConnectPay online banking portal https://onlinebanking.connectpay.com/.

4.2. The Customer is responsible for securing Access Token and ensuring that Access Token is not shared with unauthorized person.

4.3. The Customer shall bear full responsibility for any third parties that the Customer decides to share its Access Token.

4.4. ConnectPay shall not be liable for any loss or damage arising from use or misuse of Access Token. The Customer must immediately contact and inform ConnectPay if suspecting any unauthorized use of Access Token.

5. Forbidden Customer activity

5.1. Customer is required to comply with all laws, rules, and regulations applicable to use of the API and ConnectPay reserves the right to restrict access to the API by any entity that is considered in violation of this requirement.

5.2. Customer shall not do any of the following with respect to any Services.
    5.2.1. use the API or any data received thereon for any other purpose other than the purpose of each API defined in the ConnectPay Developer Portal; and/or
    5.2.2. use the API or any data received thereon for credit inquiry purposes or any other purpose not authorized by the ConnectPay Terms and Conditions; and/or
    5.2.3. disclose any information obtained through the API to any person except for necessary disclosures to ConnectPay.

5.3. ConnectPay reserves the right to unilaterally amend these Terms of Use from time to time.

6. Security

6.1. In the event of any breach of security or possible breach of security in the Customer's Applications and/ or systems which has the potential to expose personal or payment data, tokens or other sensitive details, the customer must immediately inform ConnectPay by emailing IT@connetpay.com.

6.2. The Customer is liable for implementation of all necessary security measures in order to ensure safe usage of APIs, connection to ConnectPay accounts and usage of ConnectPay services via APIs.

7. Term and Termination

7.1. These Terms of Use remain in effect until terminated. Customer may terminate these Terms of Use at any time by ceasing all use of the ConnectPay Developer Portal and notifying ConnectPay.

7.2. ConnectPay may terminate these Terms of Use for any reason or any reason upon ten (10) days' notice to the Customer.

7.3. ConnectPay may also suspend or terminate these Terms of Use (or Customer's use of all or any of the ConnectPay Developer Portal immediately if ConnectPay believes that the Customer violated these Terms of Use, Service Agreements and/ or Terms and Conditions, if ConnectPay ceases to offer APIs or as required by applicable laws.

7.4. ConnectPay may modify these Terms of Use at any time by posting notice of modifications to these Terms of Use in the ConnectPay web page. Changes are effective thirty (30) days after they are posted.

7.5. However, changes made for legal reasons, and any changes to rules set out in ConnectPay Developer Portal will be effective immediately. The Customer may be required to accept the modified Terms of Use. In any event Customer agrees that Customer's continued use of the APIs and ConnectPay Developer Portal after the changes become effective constitutes acceptance of the modified terms.

8. Limitation of Liability

8.1. In addition to clause on liability in Service Agreement, Customer understands that ConnectPay shall not be liable to the Customer or the Customer's customers or any other person for any of the following:

8.1.1. any loss caused by a transaction downgrade and/or decline resulting from defective or any faulty Application regardless if owned by the ConnectPay or Customer;

8.1.2. CONNECTPAY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO THE CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE USE OF API OR ANY OF THE SERVICES TO BE PERFORMED BY THE CONNECTPAY.

8.2. ConnectPay Developer Portal, APIs are provided "as is" and "with all faults". ConnectPay disclaim all representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose. ConnectPay makes no representation, warranty or guarantee (a) related to reliability, accuracy, or completeness of the ConnectPay Developer Portal and APIs, (b) that ConnectPay will continue to offer the Developer Portal and APIs or (c) that use of any APIs will be timely, uninterrupted, error-free or meet Customer's requirements or expectations.