

uRADMonitor API Terms of Service

Effective: May 1st, 2021

Thank you for your interest in the uRADMonitor Global environmental monitoring network.

Definitions

These uRADMonitor API Terms of Service (the "**API Terms**") describe your rights and responsibilities when accessing our publicly available application programming interfaces (the "**APIs**") and related [API documentation](#). You agree to comply with the "API Terms" and the "uRADMonitor General Terms of Service". So please read all the Terms carefully.

- a) Under the Terms, "Service Provider" or "**Magnasci**", is a Romanian company, with offices at Str.Cocorului Nr.23, Dumbravita 307160, Romania, registered under the number RO35268562. We may refer to Magnasci as "we", "our", or "us" in the Terms.
- b) "**uRADMonitor**" or "the global environmental monitoring network" is a Magnasci registered product, comprised of Magnasci proprietary hardware products ("**Sensors**") presented in detail on the uRADMonitor website and a network of interconnected Sensors ("The uRADMonitor Network" or "**Network**") . The Network generates environmental "**Data**" that you can access via the APIs;
- c) "**you**," and "**your**," refers to the individual, company or legal entity that you represent. This Contract does not grant you any right to access or use any of our non-public application programming interfaces.
- d) "**Platform**" refers to the uRADMonitor [website](#).
- e) "**Service**" or "Services" refers to what we offer you via the Platform and includes the software infrastructure to access and visualise the Sensors Data, the APIs to access and use the Sensors Data and any additional services related to our products that are publicly available such as the "**Blog**" or the "**Forum**".
- f) You are a "**Registered user**" or "Authorised user" if you create an account on our Platform. The information you provide is subject to our Privacy Policy. Creating an account requires your email, name and location data and gives you access to the uRADMonitor "Dashboard" and the APIs.
- g) Your "**Application**" or "**App**" is the project you use our APIs for, in order to access, process or display uRADMonitor Data.

General Provisions

Although it's not a part of these Terms, we encourage you to read our Privacy Policy to better understand how you can update, manage, export, and delete the information you provide when creating your Registered User Account on our Platform. You must also comply to our "General Terms of Service" to use the APIs.

Access to Our APIs

Subject to the restrictions below, we grant you a non-exclusive, worldwide, non-transferable (subject to the section titled "Assignment"), limited license to access our APIs and documentation only as necessary to develop, test and support an integration of your application (an "**Application**" or "**App**") with the Services. You may not sell, rent, lease, sublicense, redistribute, or syndicate access to any of our APIs.

Your license to access our APIs and documentation is limited and subject to compliance with the "General Terms of Service". Further, you will not: (A) access our APIs or documentation in violation of any law or regulation; (B) access our APIs in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the Services, (ii) poses a security vulnerability to customers or users of the Services, or (iii) tests the vulnerability of our systems or networks; (C) access our APIs or documentation in order to replicate or compete with the Services; (D) attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of our APIs or Services; or (E) attempt to use our APIs in a manner that exceeds rate limits, or constitutes excessive or abusive usage.

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our websites and products.

Our Right to Suspend Access and Audit: If we believe that there is a violation of the Contract that can simply be remedied by your modification or update of your Application, we will, in most cases, ask you to take direct action rather than intervene. In such instance, we may use your name, address and other contact details to contact you or provide this contact information to any third party that reasonably, in Magnasci's sole determination, claims that you do not possess all of the necessary intellectual property rights. In some instances, we may directly step in and take what we determine to be appropriate action if you are not responsive, or if we believe there is a credible risk of harm to us, the Services, our customers or users or any third parties. Magnasci also reserves a right to audit your application to ensure it does not violate our terms and policies. You agree that you will cooperate with inquiries related to such an audit and provide us with proof that your application complies with our terms and policies.

Access types: Both free and paid API access are available. Based on your option, we configure your Registered user account for access to Sensor data. The Data is returned in two steps: 1) first is a summary which is a list of a few or all network sensors, their IDs, location, and an average of all measured parameters over the last half an hour; 2) a detailed set, generated for a given ID, that provides the last 24h of measurements. First you call the summary list, then for each in the list you would retrieve the detailed measurements. The particular details are explained in the [API documentation](#).

With the free API access, you will have to contact us to request access to a set of devices of interest to you and your Application. You have have a 100 calls / day limit and cannot use the API access for commercial applications. You cannot store the data in a database, you can only display it on a non-profit, non-commercial website or app. You must indicate uRADMonitor, our Platform's website and logo as the source of the data in a visible and clear manner;

The paid API Access gives you 5000 calls / day from all Sensors in the Network. You may charge for your Application, however you may not sell, rent, lease, sublicense, redistribute, or syndicate access to any of our APIs. All the other terms of this contract apply.

If the number of inquiries is exceeded, the Clients's API-Key will be temporarily suspended until the API counter is reset (once per 24h) and the Client will be informed about violations of the Terms of Service regarding daily number of inquiries sent to API ("Too many requests").

We reserve the right to refuse access to our API or Data if we believe that the Service could be used in a way that violates the law, our Terms of Service Agreements, the goal of the Platform or the interests of Magnasci.

Ownership and Proprietary Rights

You retain your ownership rights in your Application and we own and will continue to own our APIs, documentation and Services, including all related intellectual property rights therein. All of our rights not expressly granted by the Contract are hereby retained.

Termination

You may terminate the Contract by discontinuing use of our APIs. We may terminate the Contract with or without cause, and without notice to you. Upon termination of the Contract, all rights and licenses granted to you will terminate immediately. You understand that any APIs or documentation that are not made generally available but that are otherwise made available to you are the confidential information of Magnasci. Upon termination of the Contract, you will promptly destroy copies of any documentation and any other Magnasci information in your possession or control that was received under the Contract.

Representations; Disclaimer of Warranties

You represent and warrant that you have validly entered into the Contract and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE APIS, DOCUMENTATION AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Limitation of Liability

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU OR THE THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under the Contract between the parties, and the parties have relied on these limitations in determining whether to enter into the Contract.

Modifications to our APIs and Documentation

We might occasionally make changes to our APIs, including backwards incompatible changes. We will try to give notice of these changes, but cannot guarantee. Also, parts of our API might be undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our APIs may change at any time, you should not rely on their behaviours.

Modifications to the Contract

We may change these API Terms and the other components of the Contract. If we make a material change to the Contract, we will provide you with reasonable notice prior to the change taking effect, either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the API Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access our APIs after the effective date, that access will constitute your acceptance of any revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Final provisions

- a) **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of Romania without reference to its conflicts of law provisions.
- b) **Partial Invalidity.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.