Terms and conditions Applicatie X-API

Aanbieder Y offers an *application programming interface* (API) for the use of Applicatie X in an automated manner. Using the API you can add functionality to the Applicatie X-webapplication offered by Aanbieder Y. Use is subject to the below terms and conditions.

Article 1. Access to the API
1.1. The API is directly available for use.

Article 2. Grant of permission
2.1. For as long as you adhere to all terms and conditions of this document, Aanbieder Y hereby grants you permission to use the API for your websites, applications and other services.
2.2. It is forbidden to use the API of Applicatie X for acts that would violate a person's privacy or relevant data protection law, any purpose in a context of racist or discriminatory content, as well as any other activity is in violation of Dutch or other applicable laws and regulations.
2.3. Using the API is not subject to arbitrary limits. However Aanbieder Y can temporarily limit or suspend the API in case of maintenance, disruptions or abuse.
2.4. You are free to present the data obtained using the API at your own discretion and using your own layout on sites and services under your control.
2.5. If desired you may accompany the presentation of data obtained from the API with the name and/or logo of Aanbieder Y. In any event is it strictly forbidden to use the name or logo of Aanbieder Y to create the impression you are part of Aanbieder Y or have a special status or relationship with Aanbieder Y.
2.6. It is not permitted to store data obtained using the API for longer than strictly necessary for the presentation thereof directly after the query.2.7. Should Aanbieder Y discover that you violate any of the above, or receive a valid complaint alleging the same, Aanbieder Y may limit or suspend your access to the API until the violation has been ended.
2.8. Aanbieder Y may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Aanbieder Y from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance
3.1. Aanbieder Y makes no promises regarding availability of the service.
3.2. Aanbieder Y actively maintains the API and Applicatie X. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
3.3. Aanbieder Y may from time to time adapt Applicatie X and the API definition. Your feedback and suggestions are welcome but ultimately Aanbieder Y decides which adaptations to carry out (or not).
3.4. Aanbieder Y does not offer any support for using the API.

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8.2. Aanbieder Y shall announce through the service changes or additions at least thirty days before their taking effect.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Applicatie X after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Applicatie X shall be brought before the competent Dutch court for the principal place of business of Aanbieder Y.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Aanbieder Y shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Aanbieder Y is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Applicatie X or the associated business activities.