

Professional Rest API Terms of Use

If you would like to use the AC Cloud control Professional Rest API (hereinafter, the “PublicAPI”), first you need to fill and send to Intesis the API Request Form located at www.intesis.com/docs/ac-cloud-control/api-form/

Intesis will study your request at the earliest possible. If your request is accepted, Intesis will send you the required data to start to use the Public API.

By using the Public API, you agree to the terms below. If you disagree with any of these terms, Intesis does not grant you a license to use the Public API. We reserve the right to update and change these terms from time to time, without notice. You can always find the most recent version of these terms here www.intesis.com/docs/ac-cloud-control/api-terms/

Your license to the Public API under these terms continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the Public API. Intesis may terminate the license at any time for any reason. Your rights to use the Public API terminate automatically: if (i) you violate any of these terms, (ii) Intesis sends a written notice of termination to you, or (iii) Intesis disables your access to the Public API.

1.Licensed uses and restrictions

The Public API is owned by Intesis and are licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicensable basis on the terms and conditions set forth herein. These terms define legal use of the Public API, including all updates, revisions, substitutions, and any copies of the Public API made by or for you. AC Cloud control devices are owned by the users and not by Intesis. All rights not expressly granted to you are reserved by Intesis.

1.1.You shall:

Comply with the Intesis Terms of Use at www.intesis.com/docs/ac-cloud-control/api-terms/

Comply with any requirements or restrictions imposed on usage of the device(s) by their respective owners. Remember, Intesis doesn't own user devices – Intesis users do. Although the Public API can be used to provide you with access to User device(s), neither Intesis's provision of the Public APIs to you for your use of the Public API override user device(s) owners' requirements and restrictions, which may include “all rights reserved” notices, licenses or other terms and conditions that may be agreed upon between you and the owners. In ALL cases, you are solely responsible for making use of the devices in compliance with owners' requirements or restrictions

1.2. You shall not:

1.2.1 Use the Public API for any application that replicates or attempts to replace the essential user experience of AC Cloud Control or the Intesis apps without a previous written consent.

1.2.2 Use the Public API to spam, incentivize, or harass users.

1.2.3 Use the Public API for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.

1.2.4 Use the Public API in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.

1.2.5 Use the Public API in a manner that adversely impacts the stability of Intesis AC Cloud Control servers or adversely impacts the behaviour of other applications using the Public API. Further, we reserve the right to rate limit or block applications that make a large number of calls to the API. Also, we reserve the right to request you to integrate a third-party API to provide real time values change, in order to decrease your get Values request.

1.2.6 Sell, lease, or sublicense the Public API or access thereto or derive revenues from the use or provision of the Public API, whether for direct commercial or monetary gain or otherwise, except as set forth below.

2.Brand Assets

Use of Intesis' brand assets (e.g., the Intesis name and logo) is prohibited without previous written consent.

3.Ownership and relationship of parties

The Public API may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of Spain and other countries. Intesis' rights apply to the Public API and all output and executables of the Public API, excluding any software components developed by you which do not themselves incorporate the Public API or any output or executables of the Public API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. Intesis owns all rights, title, and interest in and to the Public API. These terms grant you no right, title, or interest in any intellectual property owned or licensed by Intesis, including (but not limited to) the Public API and Intesis trademarks.

4.Support

Intesis may elect to provide you with support or modifications for the Public API (hereinafter, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. Intesis may change, suspend, or discontinue any aspect of the Public API at any time, including the availability of any Public API. Intesis may also impose limits on certain features and services or restrict your access to parts or all the Public API or the Intesis Web site without notice or liability.

Intesis provides an interface to the Public API services via the Internet. Intesis is not responsible for service outages caused by third parties providing telecommunication and Internet connections.

Services may be inaccessible or inoperable at specific times for any reason, including, without limitation: hardware malfunction, software malfunction, maintenance procedures, and repairs or for other reasons beyond reasonable control of Intesis or not reasonably foreseeable by Intesis.

Intesis does not warrant that the provided services will meet any particular criteria of performance or quality.

Intesis shall make commercially reasonable efforts to maintain all data in an accurate state and to provide uninterrupted access to the API services.

All support requests must come directly from you and not a third party.

5.Fees and payments

Intesis is committed to free and open access to our APIs for non-commercial purposes. However, providing the Public APIs does have real costs for Intesis. For uses of Public API over a certain rate or for certain types of commercial applications, Intesis reserves the right to charge fees for future use of or access to the Public API.

6.Disclaimer of any warranty

Intesis does not represent or warrant that any Public API are free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid.

The Public API is provided with no warranty, express or implied, of any kind and Intesis expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and/or non-infringement.

Your use of the Public API is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of any Public API including, but not limited to, any damage to your computer system or loss of data.

7.Limitation of liability

Intesis shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the Public API, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not Intesis has been advised of the possibility of such damages. Under no circumstances shall Intesis be liable to you for any amount.

8.Release and waiver

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Intesis, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Public API.

9. Hold harmless and indemnity

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Intesis and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Public API, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Intesis shall use good faith efforts to provide you with written notice of such claim, suit or action.

10. General terms

Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the Public API Terms of Use, you and Intesis shall be and act independently and not as partner, joint venture, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Intesis, express or implied, and you shall not attempt to bind Intesis to any contract.

Invalidity of Specific Terms. If any provision of the Public API Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

Location of Lawsuit and Choice of Law. The API Terms of Use and the relationship between you and Intesis shall be governed by the laws of Spain without regard to its conflict of law provisions. You and Intesis agree to submit to the personal jurisdiction of the courts located in Igualada, Spain.

No Waiver of Rights by Intesis. Intesis' failure to exercise or enforce any right or provision of the API Terms of Use shall not constitute a waiver of such right or provision.

Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of the API Terms of Use. Any construction or interpretation to be made of the API Terms of Use shall not be construed against the drafter. The API Terms of Use constitute the entire agreement between Intesis and you with respect to the subject matter hereof.