ALLOcloud APIs Terms of Service

Thank you for using ALLOcloud's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other ALLOcloud products or services, then the terms for those other products or services also apply.

Under the Terms, "ALLOcloud" means ALLOcloud, a division of OpenS, with offices at Léon Champagne Street 3, 1480 Saintes, Belgium, unless set forth otherwise in additional terms applicable for a given API. We may refer to "ALLOcloud" as "we", "our", or "us" in the Terms.

1. Account and Registration

a) **Accepting the Terms**: You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with ALLOcloud, or (b) you are a person barred from using or receiving the APIs under the applicable laws of Belgium or other countries including the country in which you are resident or from which you use the APIs.

b) **Entity Level Acceptance**: If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c) **Registration**: In order to access certain APIs, you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to ALLOcloud will always be accurate and up to date and you'll inform us promptly of any updates.

d) **Affiliates**: ALLOcloud Partners may provide the APIs to you on behalf of ALLOcloud and the Terms will also govern your relationship with these companies.

2. Using Our APIs

a) **Your End Users**: You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b) **Compliance with Law, Third Party Rights, and Other ALLOcloud Terms of Service**: You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with ALLOcloud (or its affiliates).

c) **Permitted Access**: You will only access (or attempt to access) an API by the means described in the documentation of that API. If ALLOcloud assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

d) **API Limitations**: ALLOcloud sets and enforces limits on your use of the APIs (Business Telephony API: simultaneous connections by account: read=10, write=1), in our sole discretion and keeps the right to modify these limits at any time. You agree to, and will not attempt to circumvent, such limitations

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documented with each API. If you would like to use any API beyond these limits, you must obtain ALLOcloud's written express consent (and ALLOcloud may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

e) **Open Source Software**: Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent, the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with ALLOcloud for the applicable open source software.

f) **Communication with ALLOcloud**: We may send you certain communications about your use of the APIs.

g) **Feedback**: If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

h) **Non-Exclusivity**: The Terms are non-exclusive. You acknowledge that ALLOcloud may develop products or services that may compete with the API Clients or any other products or services.

3. Your API Clients

a) **API Clients and Monitoring**: The APIs are designed to help you enhance your services and applications ("API Client(s)"). You agree that ALLOcloud may monitor use of the APIs to ensure quality, improve ALLOcloud products and services, and verify your compliance with the terms. This monitoring may include ALLOcloud accessing and using your API Client, for example to identify security issues that could affect ALLOcloud or its users. You will not interfere with this monitoring. ALLOcloud may use any technical means to overcome such interference. ALLOcloud may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b) **Security**: You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

c) **Ownership**: ALLOcloud does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

d) **User Privacy and API Clients**: You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information with ALLOcloud and third parties.

4. Prohibitions and Confidentiality

a) **API Prohibitions**: When using the APIs, you may not (or allow those acting on your behalf to):
   1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
   2. Perform an action with the intent of introducing to ALLOcloud products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
   3. Perform an action with the intent to fool ALLOcloud's billing mecanism
   4. Defame, abuse, harass, stalk, or threaten others.
   5. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
   6. Promote or facilitate unlawful activities.
   7. Reverse engineer or attempt to extract the source code from any API or any related software.

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8. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
9. Remove, obscure, or alter any ALLOcloud terms of service or any links to or notices of those terms.

b) Confidential Matters
1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our APIs may contain ALLOcloud confidential information. ALLOcloud confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without ALLOcloud's prior written consent. ALLOcloud confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose ALLOcloud confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

5. Content

a) **Content Accessible Through our APIs**: Our APIs contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. Content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.
b) **Submission of Content**: Our APIs allow the submission of content. ALLOcloud does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.
c) **Retrieval of content**: When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.
d) **Prohibitions on Content**: Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:
   1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
   2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
   3. Misrepresent the source or ownership;
   4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

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6. Termination

a) **Termination**: You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide ALLOcloud with prior written notice and upon termination, cease your use of the applicable APIs. ALLOcloud reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b) **Your Obligations Post-Termination**: Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the ALLOcloud Brand Features, and delete any cached or stored content that was permitted by the cache header. ALLOcloud may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

c) **Surviving Provisions**: When the Terms end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

7. Liability for our APIs

a) **Warranties**: except as expressly set out in the terms, neither ALLOcloud nor its suppliers or distributors make any specific promises about the APIS. For example, we don't make any commitments about the content accessed through the APIS, the specific functions of the APIS, or their reliability, availability, or ability to meet your needs. We provide the APIS "as is".
Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Except as expressly provided for in the terms, to the extent permitted by law, we exclude all warranties, guarantees, conditions, representations, and undertakings.

b) **Limitation of liability**: when permitted by law, ALLOcloud, and ALLOcloud's suppliers and distributors, will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of ALLOcloud, and its suppliers and distributors, for any claim under the terms, including for any implied warranties, is limited to the amount you paid us to use the applicable APIs (or, if we choose, to supplying you the APIs again) during the six months prior to the event giving rise to the liability. In all cases, ALLOcloud, and its suppliers and distributors, will not be liable for any expense, loss, or damage that is not reasonably foreseeable.

c) **Indemnification**: Unless prohibited by applicable law, if you are a business, you will defend and indemnify ALLOcloud, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

8. General Provisions

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a) **Modification**: We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

b) **General Legal Terms**: The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and ALLOcloud does not take action right away, this does not mean that ALLOcloud is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and ALLOcloud relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact ALLOcloud, please visit our web site: www.allocloud.com

The laws of Belgium will apply to any disputes arising out of or related to the Terms or the APIs.
All claims arising out of or relating to the terms or the APIs will be litigated
1. In a first phase, by mediation by a mediator recognized by the courts of Nivelles, Belgium
2. In a second phase, exclusively by the courts of Nivelles, Belgium

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