

# Kupindo API Terms and Conditions

This document governs the terms under which you are allowed to access and use the Application Programming Interface which has been made accessible on this page (hereinafter referred to as “API”) and data which are transferred via the API Interface (hereinafter referred to as the “Kupindo Content”). This document coalesces the terms of the following additional documents, including all future amendments or modifications in connection with them, too (collectively, and together with this document, hereinafter referred to as the “API Agreement”):

- Kupindo Branding Requirements
- Kupindo Terms of Use
- Kupindo Privacy Rules

By accessing or using any API Interface which the Kupindo Content offers, you accept this API Agreement as a binding one. If you access or use any Kupindo API Interface or the Kupindo Content in the name of a company, a principal or another entity, you represent yourself as a person authorized to impose to such an entity or its partners an API Agreement which is completely binding for them. In that case, the term “you” (and all the case and possessive forms of this personal pronoun, translator’s note) shall relate to such an entity and its partners. If you have no such authorization, or if you do not agree with the terms of this API Agreement, do not access or use the API Interface or the Kupindo Content. You should read and keep the copy of each API Agreement component for your personal archive. In the case of a conflict between them, the terms of this document will be a control.

## 1. Purpose:

Limundo d.o.o. (limited liability company, translator’s note) (hereinafter referred to as “**Kupindo**”) has made the API Interface available so as to enable others to have an access to the commercially valuable Kupindo Content and in order to present the same to their final users within their pages, as well as a part of inter-connected application in new and imaginative manners that supplement and improve Kupindo’s own services (hereinafter referred to as the “**Allowed Purpose**”). Each use of the API Interface competitive to Kupindo’s own services or inconsistent with them, which in any way aggregates the Kupindo Content with the content of a third party (without any distinction) or does not attribute the Kupindo Content to Kupindo is expressly not allowed. Kupindo reserves the right to continuously update and carry out evaluation of all the uses of the API Interface, and declares whether the indicated, specific uses of the API Interface belong to the Allowed Purposes or are not allowed, doing so at its own exclusive discretion. Unless Kupindo acts immediately in the sense of the termination of the contractual relations with every user of the Kupindo API Interface for the reason of a disallowed access/use of the same, such a failure to act shall in no case be interpreted as a waiver of a possibility of terminating the contractual relation with such user or with any other user later. Kupindo reserves the right to be submitted information connected with your use of any Kupindo API Interface and that you act in compliance with this API Agreement. If you fail to timely and completely respond to such a request, you are exposing yourself to a possibility of the termination of the contractual relation. Using the Kupindo affiliate system is allowed within the framework of the API Interface.

## 2. Changes:

Kupindo reserves the right to make changes or to revise the API Agreement at any time and at its

own exclusive discretion. You should be visiting this page periodically in order to update the documents which contain the API Agreement and to check if there are new updates. If, even after the expiry of the effective date of every such change, you are using any one of the Kupindo API Interfaces, you will then be considered to have accepted such/those changes and to have agreed with the same. **IF YOU DO NOT WANT ANY NEW TERMS TO BE BINDING FOR YOU, YOU MUST TERMINATE THE API AGREEMENT BY IMMEDIATELY DISCONTINUING YOUR USING ANY ONE OF THE LIMUNDO API INTERFACES.**

### 3. Applying:

In order for you to access or use the API Interface, you must first register/apply for receiving an API Client ID Identification (hereinafter referred to as the “**Client Identification**”). You must submit complete and accurate pieces of information as an integral part of the applying process. You must use every API Interface exclusively for the purpose/aim which you have alleged in your application form. You are allowed to apply for receiving only one Client Identification and you can only use one Client Identification, unless you have been granted different licenses by Kupindo, in a written form. By applying for obtaining a Client Identification, you represent and guarantee that you and/or the organization you are representing have and use only one Client Identification, and that previously you have not had a Client Identification which has been suspended or which has been the subject matter of the termination upon Kupindo’s request. All data-requiring inquiries sent to the API Interface must be reference for your valid Client Identity. You agree that you will keep your Client Identity as a secret data and that you will not share the same with any third party. In case you have lost your Client Identity or you have become aware of the fact that the same has been used by an unauthorized person or in an unauthorized manner, you must immediately notify Kupindo about that.

### 4. License:

In compliance with the terms defined in Kupindo’s requirements for branding as well as generally in the API Agreement, Kupindo grants you a non-exclusive and revocable license/permission which cannot be the subject matter of any sublicensing whatsoever and which is non-transferable, while at the same time the same (i) enables you to access and use the Kupindo API Interface for receiving/downloading the Kupindo Content; (ii) enables the Kupindo Content to be displayed on your page or application for mobile devices connected to the Internet; and (iii) enables the reproduction and display of the name and logo of Kupindo (hereinafter referred to as the “**Kupindo Brand Characteristics**”) exclusively for the purpose of complying with the Kupindo o Branding Requirements.

You are not allowed to use the API Interface, the Kupindo Content, or the Kupindo Brand Characteristics for any other purpose, without obtaining prior written consent from Kupindo. These license rights are further limited by the restrictions defined in the wording of this API Agreement, and all the rights which have not expressly been granted to you by this agreement are reserved by Kupindo. You acknowledge and agree that Kupindo can monitor your Page to confirm that you are acting according to the API Agreement and that Kupindo can require that you should submit information to Kupindo at any time in order for the same to confirm that you are acting in accordance with this API Agreement. Should

you fail to submit sufficiently reasoned pieces of information, or if Kupindo , at its own exclusive discretion, establishes the fact that you or your Page do not act or perform, respectively, in accordance with this API Agreement, Kupindo can terminate your license and declare your Client Identity invalid, which Kupindo can, but is not obliged to, notify you of.

### 5. Disallowed Purposes; API Interface Limitations:

You agree that you will not personally, nor that you will help and enable others to:

- A. cash, record, pre-fetch or otherwise store any part of the Kupindo Content, nor will you be trying to execute or provide means for the execution of the “bulk download” operations;
- B. modify the Kupindo Content (except for the modifications on the Kupindo Landing Page URL, upon request of any Kupindo’s agent, in order to facilitate monitoring);
- C. create or disclose metrical data about statistical analysis or to carry out any statistical analysis in connection with the API Interface or the Kupindo Content;
- D. use the API Interface in the name of some other party;
- E. display the Kupindo Brand Characteristics or the Kupindo Content in a manner which could reasonably imply advertising, a contractual relation or joining, or yet sponsorship between you or some other third party and Kupindo, which would deviate from the other allowed purposes of the API Interface under the API Agreement.
- F. copy, rent, lease, sell, transfer, assign, sublicense, separate, reverse-engineer or decompile (except to a limited extent expressly allowed under the applicable statutory law), modify or change any part of the API Interface;
- G. modify, determine a rating, rank, update, vote or make comments on the same, or otherwise answer/respond to the Kupindo Content;
- H. use the API Interface in a manner that such use would have an influence on the stability of the Kupindo Server, or would have an influence on the performance of the other applications using the API Interface;
- I. display the Kupindo Content on any page where Kupindo or its products or services are impaired, or any Kupindo’s rights of intellectual property or its other rights are breached;
- J. access the API Interface in order to make more than 600 request per minute from a single IP address or more than 2500 requests per minute with a reference to one and the same Client Identity (or to exceed any other limitations in view of requests, determined by Kupindo, from time to time and at Kupindo’s own exclusive discretion);
- K. use the API Interface for the accumulation, consolidation or different arrangement, display or making available the Kupindo Content in combination with the content of any other party or any other Kupindo’s competitor, for any sort of commercial purpose or in any manner which, from Kupindo’s point of view, could decrease the value or integrity of its business operations or brand;
- L. use the API Interface or the Kupindo Content in any manner or for any purpose, which could infringe any law or regulation, or any right of any person, including but not limiting to the same, the rights of intellectual property, the right of privacy and/or the right of personality, or those which could otherwise be adverse (pursuant to Kupindo’s exclusive discretion) for Kupindo, its providers, its suppliers, the end users of this page or your end users;
- M. use the API Interface, the Kupindo Content or the Kupindo Brand Characteristics, in a manner in which such use could reasonably be interpreted to be suggesting that Kupindo is the author or the entity which is, fully or partially, liable for the creation or developing of any Kupindo Content or that such Kupindo Content represents Kupindo’s beliefs.
- N. use the API Interface or the Kupindo Content for illegal purposes, or in connection with the products, services or materials constituting, promoting or primarily being used for dealing with: spywares, adwares and/or other dangerous/risky programs or codes; nor to falsify the goods/commodities and/or articles/things; ungrounded/unrequested mass e-mail distributions (“SPAM”), procedures whose goal it is to divert the search engine in the sense of ranking some pages at a higher status than the one which the same would otherwise have (“WEB SPAM”), multilevel marketing proposals, direct marketing and/or telemarketing activities, or for the promotion of the same, previously mentioned products, services and materials; materials exacerbating hatred; slanderous, obscene, pornographic, abusive or in another way insulting content; prostitution, parts of the body and/or bodily fluids; stolen products and/or things/objects used for theft; equipment for hacking/supervision/interception/descrambling; fireworks, explosives and/or other dangerous substances; gambling; professional services regulated by the



regimes/organs of the state for the provision of licenses; and/or non-transferable things/articles such plane tickets, an event tickets, weapons and/or accompanying/accessory components of weapons, or

O. use the API Interface or the Kupindo Content for the market presentation/marketability or dissuasion of the Kupindo users from Kupindo's services.

## 6. Owners' rights:

As you and Kupindo have agreed, any and each Kupindo API Interface, Kupindo Content, Kupindo Brand Characteristics and all rights of intellectual property contained in the foregoing wording of the Agreement are and will forever remain the only and exclusive right of Kupindo and since they are protected by the applicable legal provisions which regulate the rights of intellectual property as well as by agreements/contracts (no matter whether those rights have been registered or not, and irrespective of the location anywhere in the world where the same can be applied). You agree that at no time for the duration of the API Agreement or upon the expiry/ending/termination of the same will you make an attempt to register any trademark (including the domain names, too) which has been derived from the Kupindo Brand Characteristics or the Kupindo Content, or is so much similar to those contained in them, that it can make a confusion, nor will you purchase such/those domains for use, nor will you in any other manner contract the use of the same for the purpose of redirecting the internet content onto your Page.

## 7. Termination of Agreement:

Kupindo reserves the right to, at its own exclusive discretion (for or without any reason whatsoever), and at any time and without any notification sent to you, change, suspend or terminate the API Interface and/or suspend or terminate your rights under the API Agreement, which are related to the access to, use and/or display (if there is any such) of the API Interface, the Kupindo Brand Characteristics and/or any Kupindo Content. Any termination of the API Agreement will also purport the momentary termination of the licenses which you have been granted under this Agreement as well. Such change, suspension or termination/discontinuance of the use of the API Interface can affect your existing services which are using the API Interface in that they can no longer function properly. In the case of any termination of the API Agreement, you shall promptly and without any delay whatsoever delete and remove all the requests sent to the API Interface from all the webpages, scripts, widgets, applications, and other software owned by you, or which are under your control; you shall promptly destroy and remove from your computer, hard-drive, network and other media for storing data all the copies of the API Interface, the Kupindo Brand Characteristics and/or each Kupindo Content; and you shall promptly confirm to Kupindo in writing that you have taken such/those activities.

## 8. Indemnification:

You agree that you will be using the API Interface at your own risk and you agree that you will be protecting Kupindo and defending the same (in compliance with Kupindo's right to participate with a legal representative/to represent a legal opinion which/who it selects) and indemnify Kupindo and its subsidiaries, partners, officers, agents, employees and suppliers in view of any and all receivables, damages, liabilities, costs and fees (including reasonable fees for lawyers' services) that can arise from your use of the API Interface or from the use of the API Interface by your end user or from the implementation of the API Interface or any Kupindo Content which you have received from the API Interface, or which can be incurred in connection with them. You will not accept any solution which imposes an obligation on Kupindo, unless you have obtained Kupindo's prior consent for that.

## 9. No Guarantees; No Support:

THE API INTERFACE, THE KUPINDO BRAND CHARACTERISTICS AND THE KUPINDO CONTENT ARE DELIVERED IN THEIR "ORIGINAL FORM", "WITH ALL ERRORS" AND "TO SUCH AN EXTENT WHICH THE SAME ARE AVAILABLE TO" WITHOUT ANY GUARANTEES WHATSOEVER OF ANY SORT AND EXCLUSIVELY AT ONE'S PERSONAL RISK. SAVE FOR THAT/THE BIGGEST EXTE KUPINDO WAIVES ALL THE GUARANTEES, REPRESENTATIONS, TERMS AND OBLIGATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY/LEGAL, WHICH CONCERN THE API INTERFACE, THE KUPINDO BRAND CHARACTERISTICS AND THE KUPINDO CONTENT, INCLUDING, WITHOUT LIMITATIONS TO, ANY AND ALL IMPLIED GUARANTEES OF MARKETABILITY, ACCURACY, RESULTS, USE, RELIABILITY, READINESS TO SATISFY A CONCRETE PURPOSE, THE LEGAL GROUND/TITLE, KUPINDO WAIVES EVERY GUARANTEE THAT YOUR USE OF THE API INTERFACE OR ANY CLIENT IDENTITY WILL BE UNINTERRUPTED, SAFE, TIMELY OR WITHOUT AN ERROR. FOR YOUR AVOIDANCE OF ANY DOUBT, YOU ACKNOWLEDGE AND AGREE THAT THE API AGREEMENT DOES NOT GRANT YOU ANY RIGHT WITH RESPECT TO AND IN THE SENSE OF (ANY EXPECTATION OF ANY SUPPORT FOR THE API INTERFACE. NOT A SINGLE PIECE OF ADVICE NOR ANY PIECE OF INFORMATION, WHETHER THE SAME HAVE BEEN GIVEN/COMMUNICATED ORALLY OR SUBMITTED IN WRITING, WHICH YOU RECEIVE FROM LIMUNDO, SHALL REPRESENT ANY GUARANTEE WHATSOEVER, EXCEPT IN THE CASE WHEN IT IS EXPRESSLY STIPULATED IN THE API AGREEMENT.

## 10. Limitation of Liability:

API INTERFACE IS AVAILABLE FREE OF ANY CHARGE. ACCORDINGLY, YOU AGREE THAT KUPINDO WILL NOT BEAR A LIABILITY ARISING FROM YOUR ACCESS TO THE API INTERFACE AND YOUR USE OF THE API INTERFACE, OR THE ONE BASED ON THEM. (OR A SUSPENSION/TERMINATION OF SUCH/THAT ACCESS AND/OR USE) IRRESPECTIVE OF THE FACT WHETHER ANY LEGAL REMEDY WHICH IS DEFINED HEREIN, IN THIS AGREEMENT, DOES FULFILL ITS ESSENTIAL PURPOSE/SERVES ITS ESSENTIAL PURPOSE OR OTHERWISE, AND, SAVE FOR THE CASE OF A BODILY INJURY, NEITHER KUPINDO NOR KUPINDO'S SUBSIDIARIES, PARTNERS, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS SHALL, IN NO CASE, BE LIABLE TO YOU OR ANY OTHER PARTY ACCORDING TO ANY VIOLATION, CONTRACT, NEGLIGENCE, STRICT OBLIGATION OR ANOTHER LEGAL OR RELATED THEORY, FOR ANY LOSS OF A PROFIT, LOST OR CORRUPTED DATA, COLLAPSE OF THE COMPUTER SYSTEM OR THE BAD FUNCTIONING OF THE SAME, INTERRUPTIONS IN BUSINESS OPERATIONS, OR IN A CASE OF OTHER SPECIAL, INDIRECT, INCIDENT/ACCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF OR AN IMPOSSIBILITY OF USING THE API INTERFACE, EVEN IN THE CASE WHEN KUPINDO HAS BEEN NOTIFIED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH A LOSS OR MAKING SUCH DAMAGES OR IN CASES WHEN (OR WHEN THEY ARE NOT) SUCH A LOSS AND DAMAGES ARE FORESEEABLE. ANY RECEIVABLE WHICH HAS ARISEN FROM THE API AGREEMENT OR (IS GENERATED) IN CONNECTION WITH IT MUST BE DERIVED WITHIN THE TIME OF (1) YEAR FROM THE MOMENT OF THE OCCURRENCE OF THE EVENT WHICH HAS AS A CONSEQUENCE SUCH A RECEIVABLE. IF NO CLAIM FOR SUCH A RECEIVABLE IS FILED, IN THAT CASE THE RECEIVABLE IS PERMANENTLY FROZEN/A PERMANENT BAN IS PUT ON ITS POSSIBLE INITIATION. THIS RELATES TO BOTH YOU AND YOUR SUCCESSORS, AS WELL AS TO KUPINDO AND KUPINDO'S SUCCESSORS.

## 11. Limited (Contractual, translator's note) Relation:

Kupindo and you are independent contractors, and this will remain in the future as well, and not a single provision of this API Agreement will be interpreted in the meaning of showing that contractual relation as a relation between the employer and the employee, a partner relation or a joint venture. Although you are allowed to make representations publicly in connection with your use of the API Interface, you do agree that, without prior written consent obtained from Kupindo, you will not make any representations which can imply a different type of the contractual relation

between you and Kupindo, inclusive of any expressed or implied advertising of your content, products or services by Kupindo. You have no authorizations to bind Kupindo in that sense and with any respect.

## 12. Miscellaneous:

The API Agreement includes the entirety of the agreement between you and Kupindo, and is related to the subject matter which is being considered in it. The API Agreement, as well as any dispute that may arise from the interpretation of the same, or the one that may occur in connection with that interpretation, shall be governed by the law of the Republic of Serbia. You also agree that, in case there is a breach of this API Agreement or in the case of your unauthorized use of the API Interface, Kupindo will have the right to receive a legal remedy on the judicial injunction against you, without an obligation to give a guarantee. If Kupindo fails to exercise or fails to enforce any right or provision of the API Agreement, that will not represent a waiver of such a right or such a provision. In case any party to the contract fails to exercise its any right arising from this agreement in any respect, that will not be considered as a waiver of any other rights arising from it. If a fact is established that some provision of the API Agreement is unenforceable or invalid, the provision will be replaced with the terms which are the closest to the intention expressed in such disputable provision which is unenforceable, and to the least extent necessary, so that the rest of the API Agreement shall remain fully valid and enforceable. You may not assign, transfer or additionally license (a sublicense), either entirely or in part, if you have no written consent obtained from Kupindo. Kupindo can transfer the API Agreement, entirely or partially, at any time, upon the delivery of a notification of such act or without any notification whatsoever of that. Any attempt of such an action/act is (will be) considered as invalid/null. The captions of the sections of in the API Agreement serve for the easier reading of and managing on the Agreement, and have no legal or contractual force.

## 13. Extended Validity:

Sections 6, 8, 9, 10, 12 and this section 13 will continue to be valid even after the expiry or termination of this API Agreement, which may happen for any reason.

## 14. Contact and Breaches:

Should you have any questions concerning the API Agreement, please contact Kupindo. Please report on any breach of the API Agreement at: [developers@Kupindo.com](mailto:developers@Kupindo.com).