

DeCommas Datalayer API - Terms and Conditions

Last Updated: August 24, 2023

1. Acceptance of Terms

By accessing or utilizing the DeCommas Datalayer API (“API”), you (“you” or “User”) hereby acknowledge that you have read, understood, and agree to be bound by the following terms and conditions (“Terms”), as well as any additional guidelines, restrictions, or rules that may be applicable to specific parts or services of this API, which are incorporated herein by reference (collectively, “API Documentation”). If there is any conflict between these Terms and the API Documentation, the provisions of the API Documentation shall prevail to the extent of the inconsistency.

The API is provided to you by 3Commas Technologies OÜ (“3Commas”, “we”, “us”, or “our”), a company duly incorporated under the laws of the Republic of Estonia.

The term “you” or “User” refers to the individual or legal entity, as applicable, that accesses, uses, or interacts with the API in any manner. If you are using the API on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms, and by accepting these Terms, you are doing so on behalf of that entity (and all references to “you” and “User” in these Terms refer to that entity).

2. Use of the API

You commit to utilize the API exclusively for lawful purposes, in accordance with all applicable local, state, national, and international laws, rules and regulations.

You shall refrain from any use of the API that could harm, disable, overburden, or impair any aspect of the API, its systems, servers, or networks, or that could interfere with any other party’s ability to use and enjoy the API. This includes, but is not limited to, any form of automated access or use (i.e., “bots”), hacking, scraping, or distribution of malicious software.

You agree not to reverse engineer or attempt to extract the source code from the API, unless you have our explicit written permission.

You agree to only access (or attempt to access) our API by the means described in the API Documentation. If 3Commas assigns you developer credentials (e.g., client IDs), you must use them with the applicable API.

3Commas reserves the right, at its sole discretion, to limit, restrict, or suspend access to the API in the event of any abuse, violation of these Terms, or any other event that may

disrupt the quality of our services. This includes but is not limited to situations where the volume or nature of the queries to the API places undue burden on our systems or threatens the stability, integrity, or availability of the API. Furthermore, 3Commas reserves the right to take similar action if we suspect the possibility of abuse, violation of these Terms, or any other event that may disrupt the quality of our services. Such determinations and suspicions shall be made solely by 3Commas.

3. Data Accuracy

While we strive to provide accurate, complete, and up-to-date data, we must emphasize that the API does not provide real-time data. The API operates on an indexed database system, which inherently involves certain time delays in data collection and processing.

Furthermore, as the API relies on data extracted from multiple public blockchains, 3Commas cannot guarantee or warrant the accuracy, completeness, currency, or integrity of the data provided. This includes, but is not limited to, any errors, inconsistencies, or inaccuracies that may arise due to the inherent complexities of blockchain data or discrepancies in third-party blockchain systems.

USERS SHOULD THEREFORE CONSIDER ALL DATA PROVIDED BY THE API AS INDICATIVE AND NOT RELY ON SUCH DATA FOR TRANSACTIONS OR DECISIONS THAT REQUIRE REAL-TIME OR FLAWLESS DATA. THE DATA PROVIDED BY THE API IS NOT A SOURCE OF INVESTMENT, FINANCIAL, LEGAL, OR TAX ADVICE, AND SHOULD NOT BE THE SOLE REFERENCE FOR MAKING INVESTMENT DECISIONS. CRYPTOCURRENCY INVESTMENTS CARRY SIGNIFICANT RISK, INCLUDING THE POTENTIAL LOSS OF THE ENTIRE INVESTMENT. WE STRONGLY ADVISE USERS TO CONDUCT THEIR OWN THOROUGH RESEARCH AND, WHERE NECESSARY, CONSULT WITH A QUALIFIED FINANCIAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISIONS. 3COMMAS SHALL NOT BE HELD LIABLE FOR ANY DECISION MADE OR ACTION TAKEN BY THE USER IN RELIANCE UPON ANY DATA PROVIDED BY THE API.

By continuing to use the API, the User acknowledges and agrees to these limitations and accepts full responsibility for any consequences arising out of the use of the provided data.

4. Intellectual Property Rights

Subject to your full compliance with these Terms, 3Commas grants you a limited, non-exclusive, non-assignable, non-transferable, and revocable license to use our API. This license is solely for the purpose of developing, testing, supporting your Application, and enabling Customers to use your integration of the 3Commas API within your Application.

You acknowledge and agree that 3Commas retains all rights, title, and interest in and to all intellectual property rights associated with the API. Nothing in these Terms of Service is intended to transfer any such intellectual property rights to you or any third party. You are not permitted to use 3Commas' trademarks, logos, or brand in any way without our prior written consent.

Any violation of these Terms, including, without limitation, unauthorized use or duplication of the API, may result in immediate suspension or termination of your access to the API, in accordance with Section 8. In such cases, the license granted herein will automatically terminate.

5. Disclaimer of Warranties

The API is provided to you on an "as is" and "as available" basis, without warranties or conditions of any kind, either express or implied.

3Commas, its affiliates, and its licensors, to the fullest extent permitted by law, disclaim all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade. 3Commas does not warrant that the API will meet your requirements or that the operation of the API will be uninterrupted, timely, secure, or error-free.

Furthermore, while 3Commas endeavors to secure the API and prevent any foreseeable vulnerabilities, including but not limited to bugs, security breaches, or malware, 3Commas does not warrant that the API will be entirely free from such vulnerabilities one hundred percent (100%) of the time, or that the API will be compatible with any specific hardware or software. The nature of digital technology and online services means that absolute security cannot be guaranteed.

The User understands and acknowledges that their use of the API is at their own discretion and risk, and they will be solely responsible for any damage or loss resulting from such use, including, but not limited to, any data loss, financial loss, or disruption of service. 3Commas disclaims all liability associated with any unauthorized access to or use of our API.

No advice or information, whether oral or written, obtained by you from 3Commas, will create any warranty not expressly stated in these Terms.

6. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall 3Commas, its affiliates, directors, employees, partners, suppliers, or licensors be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not

limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with your access to, use of, inability to use, or unavailability of the API, irrespective of whether 3Commas had been advised of, knew of, or should have known of the possibility of such damages.

This limitation of liability shall apply to the maximum extent permitted by law and notwithstanding the failure of any agreed or other remedy of its essential purpose. This includes any damage or alteration to your equipment including but not limited to computer equipment, handheld devices, or mobile telephones as a result of the installation or use of the API.

By accessing or using the API, you understand and agree that you are disclaiming any right or remedy you might have against 3Commas under the laws of any jurisdiction.

7. Indemnification

You agree to indemnify, defend, and hold harmless 3Commas, its affiliates, and their respective directors, officers, employees, and agents, from and against all claims, damages, losses, liabilities, settlements, and costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from:

- your violation of these Terms;
- your use of, misuse of, or inability to use the API;
- your violation of any law or regulation, or violation of any proprietary or privacy rights; or
- any dispute or issue between you and any third party.

In case you are obligated to indemnify us under these Terms, we reserve the right to assume the exclusive defense and control of any such claim, suit, or action at our own expense. However, this does not relieve you of your indemnification obligations under these Terms. You are still responsible for any claims, damages, losses, liabilities, settlements, and expenses, including, without limitation, reasonable attorneys' fees, that we incur as a result of your actions or omissions. In such cases, you agree to cooperate with our defense and settlement of such claim, suit, or action.

8. Term and Termination

These Terms commence on the date when the User accepts these Terms (as described in Section 1) and remain in full force and effect for an indefinite term, unless terminated earlier in accordance with these Terms.

3Commas reserves the right to terminate, suspend, or limit your access to the API for any reason in its sole discretion, including, but not limited to, your breach of these Terms or if 3Commas believes that you are in violation of any of the restrictions set forth in

these Terms, particularly Section 12 on Sanctions Compliance. 3Commas has the sole right to determine whether a violation of the Terms has occurred.

If you wish to terminate these Terms, you may do so by providing us with thirty (30) calendar days' advance written notice. To provide this notice, please contact us via info@decommas.io.

Notwithstanding any termination of these Terms, all provisions of these Terms which by their nature should survive, shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

9. Changes to Terms

3Commas reserves the right, at our sole discretion, to change, modify, add, or remove portions of these Terms at any time without any prior written notice to you. It is your responsibility to review these Terms periodically for updates or changes.

In the event of any material changes to these Terms, we will provide you with advance notice by email at least fifteen (15) calendar days before the changes become effective. These changes will become binding at the end of the fifteenth (15) day after the notice is sent. If you do not agree with the proposed changes, you have the right to terminate your use of our API within this fifteen (15) calendar days notice period.

Your continued use of the API following the posting of changes or expiration of the notice period will mean that you accept and agree to the revisions.

10. Pricing and Payment Terms

The specific pricing and payment terms for use of the API are set forth on the Pricing page on our website, which is incorporated herein by reference and forms part of these Terms.

Changes to the pricing and payment terms are considered material changes. As such, 3Commas reserves the right to modify these terms at any time, in accordance with the procedures for material changes outlined in Section 9 of these Terms.

Refunds will be handled as specified on the Pricing page, unless otherwise agreed upon in writing by 3Commas.

In exceptional circumstances, 3Commas may agree to special pricing models and payment terms with individual customers on a case-by-case basis. Such agreements must be in writing and signed by an authorized representative of 3Commas and will prevail over the standard pricing and payment terms on the Pricing page to the extent of

any inconsistency.

11. Data Protection

In order to use the API, you may be required to provide certain personal information. All personal data you provide to us will be handled in accordance with our Privacy Notice available at <https://decommas.io/privacy-notice>, which is incorporated by reference into these Terms.

The Privacy Notice details how we collect, use, and disclose your personal data, as well as your rights in relation to the personal data we hold. By using the API, you acknowledge that you have read and understood our Privacy Notice, and you agree to the collection, use, and disclosure practices and other activities as described in our Privacy Notice.

12. Sanctions Compliance

By accessing and using the API, you expressly represent and warrant that:

- You are not on any trade embargoes or sanctions lists, especially those maintained by the European Union, United Nations, Republic of Estonia, United States, or United Kingdom. This includes specific lists like the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the U.S. Department of Commerce, and the UK Office of Financial Sanctions Implementation (OFSI).
- You will not use the API in ways that contravene international sanctions or restrictive measures imposed by any of the aforementioned countries or entities.
- You are not operating from, nor representing interests in, any countries or regions sanctioned by any of the aforementioned countries or entities.

If you become a subject of international sanctions or are found to breach any of the above representations, you are required to immediately cease using our services and notify us.

We reserve the discretion to decide on our operational markets and jurisdictions, and may, at any time and without prior notice, restrict or refuse the provision of the API in certain countries or regions.

We hold the right to terminate, suspend, or restrict your access to our services if we suspect or believe you to be in potential breach of these sanctions compliance provisions, or if offering services to you could be perceived as a violation of international sanctions.

13. Governing Law

These Terms, and any disputes arising out of or related to these Terms, or your use of the API, will be governed exclusively by the laws of the Republic of Estonia, without regard to its conflicts of laws principles that may require the application of the laws of another jurisdiction. Any legal suit, action, or proceeding arising out of, or related to these Terms or the API shall be instituted exclusively in the Harju County Court in the Republic of Estonia.

By using the API, you consent to the personal jurisdiction of the Harju County Court of Estonia, and agree that it shall be the sole and exclusive venue for resolving any disputes related to these Terms or your use of the API.