Terms and Conditions for the use of TME API service

1. General provisions

1.1. These terms and conditions define the terms of use of the programming interface (API), which is made available on the website developers.tme.eu as part of TME API service.

1.2. Before registration that enables access to API you must read carefully the following Terms and Conditions.

1.3. TME API service is provided by Transfer Multisort Elektronik Sp. z o.o., with its seat at Ustronna 41, 93-350 Łódź; registered in National Court Register kept by District Court for Łódź-Śródmieście under KRS no. 0000165815, NIP 729-010-89-84, Regon 473171710, share capital value:PLN 3,300,000.

1.4. The use of TME API service requires Internet connection. TME does not provide such Internet access to User. User shall bear the cost of Internet access and its usage.

1.5. The use of TME API service is free of charge.

2. Definitions

Used in further part of these Terms and Conditions shall be understood, as follows:

1) API – means programming interface, provided as a part of TME API service, allowing communication between TME Service and its content and the User's Application. API is a set of tools, information, principles, rules, protocols, and their copies, that allows creation (programming) of Applications integrated with TME system;

2) Application – software, used by User, who uses the API TME, for the purpose of operation of the latter.

3) Documentation – technical specification containing description of API Service functioning and instructions on the use of API. Documentation is accessible upon logging in to the website developers.tme.eu in the documentation tab.

4) Confidential Information – means any information, which TME protects against uncontrolled disclosure to others, including, but not limited to:computer software, techniques and concepts for programming, system designs included in the software; data structures, logic flowcharts, logic diagrams, specifications of Application Programming Interface, methods and processes related to software; algorithms, concepts, trade secrets, specialist knowledge (know-how);

5) TME Client – means a natural person, legal person or organizational unit not having legal personality, but granted legal capacity under the Act – maintaining trade collaboration with TME or its subsidiaries, having active account in TME Service.

6) Account – after signing up to the service: developers.tme.eu, that involves completion of the registration template and verification through the link sent in activation e-mail, client shall receive account in the service:developers.tme.eu. The account allows management of API components made available to User. It lets

the User download current Documentation, reset access key, receive access key, report problems or test the actions made available in TME API.

7) Account Activity - any cases of logging in to the Account, transmission of data with the use of Token as part of the Account or performance of any operation on the Account,

8) Terms and Conditions (Regulations) – means these regulations (terms and conditions), concerning the use of TME API service.

9) TME service – means Internet service run by TME on the website:www.tme.eu

10) API Token/Key – is a unique sequence of characters, which identifies User in TME API, granted by TME to User upon meeting conditions set forth in Terms and Conditions,

11) TME – means Transfer Multisort Elektronik Sp. z o.o., with its seat at Ustronna 41, 93-350 Łódź; registered in National Court Register kept by District Court for Łódź-Śródmieście under KRS no. 0000165815,

12) TME API Service – service provided free of charge to User by TME, allowing User to collect feedback from TME Service by means of the Application and commands of programming interface TME API, send specified information to TME and/or it subsidiaries and receive information sent by TME and/or its subsidiaries.

13) User – a natural person, legal personal or organizational unit not having legal personality, but granted legal capacity under the Act, registered in developers.tme.eu service, being the owner of Account and using TME API Service under these Terms and Conditions.

3. Description of TME API service

3.1. TME API Service allows User to collect feedback from TME Service by means of commands of programming interface API, send specified information to TME and/or it subsidiaries and receive information sent by TME and/or its subsidiaries.

3.2. Minimum technical requirements, which allow User to use TME API service are:Internet connection (minimum requirements that the connection should meet depend on the way of using API – for detailed information, please contact TME at the e-mail address:developers@tme.eu.), equipment that allows sending and receipt of data by means of API.

TME cannot guarantee that in every configuration of respective operation systems, computer types, or other equipment, and Internet connections the use of TME API service will be possible.

3.3. TME does not guarantee correctness of data sent by means of API.

3.4. Standard limit of enquiries to API is 5 per second. The limit may be subject to changes due to limited efficiency of TME system and number of users that use API at a particular moment.

4. Scope and general principles for the use of TME API Service

4.1. In order to use TME API service one needs to:

1.sign up in developers.tme.eu service (registration is free of charge)

2. generate private key (token)

3. use API methods in his/her own software, or software from another party, which User has the right to use.

4.2. Registration in TME API service involves completion and sending by User of respective registration form (filling out all boxes is obligatory, unless a given box is clearly marked as voluntary, and then sending the form electronically TME through activation of respective entry.

4.3. Only data concerning User who fills out the registration form should be entered into it. In the case User is an entity other than natural person, person authorized to file statements of intent on behalf of such entity can only do the registration. By registering such entity, the person declares that he/she is empowered by law to contract the obligations under these Terms and Conditions on behalf of the party.

User data given must be authentic. TME is authorized to discontinue the provision of TME API Service to User, should it appear that these data are inconsistent with the truth, not up to date or when User removes obligatory data at the time of using TME API Service.

4.4. Sending registration form to TME by User through activation of the entry indicated in sec. 4.2. is tantamount to:

a. filing the statement of intent by the User on acknowledging and acceptance of all provisions of these Terms and Conditions,

b. filing the statement by the User that data contained in registration form are consistent with the truth and that he/she will always keep them up to date,

c. the User expressing consent for processing personal data, provided by him/her, by TME in order to use TME API service;

d. the User acknowledging the right to access the content of personal data and their amendment by the User.

4.5. Activation link shall be sent to the email address indicated in registration form. Upon clicking on the activation link status of the User is obtained. Clicking on the activation link means conclusion of the agreement with TME for the provision of TME API Service.

4.6. Both at the registration stage and at the time of API use, TME may request the User or Developer to indicate:

a) purpose, for which API or the Application will be/is used,

b) website, on which the results of API use will be/are presented,

in order to specify whether the use of API in a respective case does not breach the law or the conditions for the provision of API Service defined in Terms and Conditions, and whether the Application is correct. In the case of negative assessment by TME of the information handed over or failure to hand them over to TME, TME is entitled to refuse the provision of TME API Service or demand from User to stop using API.

4.7. Obtaining access to specified functions and using specified API methods/functions may require an authentication token from the TME Service and/or the username and password used for the TME Client's Account registered and verified in the TME service.

4.8. Application may demand access only to data necessary for its operation within the limits defined under Terms and Conditions and by provisions of law.

4.9. It is forbidden to pass the Key/Token to any third party, except for the situation, when such party represents the User as an operator of the Application. User is responsible for all activities run when using his/her identities.

4.10. TME shall have a right to make changes and/or additions in API and Documentation at any time. Users shall be informed about changes and/or additions made in API and/or Documentation by respective notification sent to their email addresses, referred to in sec. 10.1 of Terms and Conditions and by placement of information on the website: developers.tme.eu in "Change log", in the Documentation tab, where TME shall place changed/supplemented version of API and/or Documentation. Changes of API caused by threat to security of the network may be introduced immediately upon stating the appearance of such threat, although TME shall make every effort to notify Users of such change at least 12 hours in advance. TME shall make every effort to keep subsequent updated API versions backwards compatible, but it may not guarantee this.

4.11. At any moment and within the scope allowed by law, without being held liable on this ground, TME and its subsidiaries may limit or suspend any content provided by API.

4.12. In order to ensure correct operation of API Service User should use the most up to date version of API and Documentation. Within the scope allowed by law User shall be exclusively liable for the outcomes of failure to adapt his/her devices, applications or computer system to amended/updated version of API and/or Documentation.

4.13. User acknowledges that there may occur a break or disruption in availability of TME API Service, if caused by the necessity to run repair, development, modification or maintenance of equipment or software, and/or by Force Majeure and/or other circumstances beyond the control of TME. TME shall make every effort to make such break as short as possible and the least troublesome for Users. In the case of planned works, TME shall inform Users about the possibility of occurrence of circumstances referred to in the first sentence and about their predictable duration by placing respective announcement on the developers.tme.eu website.

4.14. User who makes use of API Service and/or Documentation undertakes:

a. providing information about data source: powered by TME.eu Data as regars of using and duplicating data downloaded through TME API, each time data is used,

b. not to distribute Documentation – except through provided information channels - including copying and distributing Documentation in any technique or form for commercial purpose, or market Documentation or/and lend it or/and lease it,

c. to maintain the graphic look of data received through the use of API,

d. not to modify titles and information on the source of data,

e. not to remove links leading to the site:developers.tme.eu and tme.eu

f. not to use API for the purpose and/or in a way, which could suggest the existence of dependency relationship between TME and User. Parties to the agreement for the provision of TME API Service are entities independent from each other. The use of TME API Service shall not mean, in particular, that there is relationship of employer/employee between TME and User or any agency arrangements. User in no case shall be entitled to contract an obligation on behalf of TME or create any grounds for the liability on the part of TME.

j. not to use API in a way, which could have negative impact on TME servers' stability, or operation of other applications that use API.

4.15. Users are bound by the prohibition of provision of illegal contents as part of services provided in electronic way and other services provided under these Terms and Conditions, and, in particular, websites, on which the results of the use of API are to be presented, must not:

a) infringe generally applicable law and the rights of third parties,

b) infringe good practices,

c) mislead Internet users.

4. 16. Users may resign from using the API service and delete their user accounts from the developers.tme.eu service at any time. API keys and tokens will be deleted along with the removal of the developer's account.
4.17. The Account may be removed due to lack of Activity for 365 days.

4.17.1. User shall be notified by electronic mail of the occurrence of grounds for Account removal and exact date of such removal. E-mail shall be sent to User's address, referred to in sec. 10.1 of Terms and Conditions.

4.17.2. In the case, when Account has been removed, in order to get the opportunity to use TME API Service again it is necessary to create new Account and generate new Token.

4.18. Account removal is not tantamount to removing account from TME service.

4.19. TME has the right to refuse the provision of TME API service and demand User to stop using API, should it be justified by Terms and Conditions, binding legal regulations, the need to protect the rights of third parties, safety reasons or justified interest of TME.

4.20. TME allows arrangement with the User for other cooperation conditions concerning the provision of TME API Service. The conditions, however, must be specified by separate agreement between TME and User.

5. Breaches

5.1. User must not use TME API Service in any way or for any purpose that is unlawful or incompatible with Terms and Conditions, and which, in particular, constitutes breach of intellectual property rights, nor take any action in order to circumvent or infringe any protection of TME Service, Account or API and any other resources, to which User has obtained access through the use of TME API service.

5.2. User acknowledges that TME API service, as well as Documentation, contain legally protected content, information and materials belonging to TME, its subsidiaries and third parties, protected for instance by

regulations concerning intellectual property and copyright law. User expresses concern that he/she will not use such content or information in a way other than lying within the scope of fair use of TME API service.

5.3. User undertakes not to disclose, either directly or indirectly, either for a fee or free of charge, data obtained by means of TME API Service to another business entities, which have separate applications, in any way and/or for any purpose that may represent breach of the provisions of the Act of 30 June 2000. Industrial Property Law (Journal of Laws of 2003 r., no. 119, item 1117 as amended) and/or the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2003, no. 153, item 1503 as amended), as well as other provisions of law.

5.4. In the case of User breaching legal provisions or the provisions of Terms and Conditions TME may:

a) notify User of the intent to block the access to TME API service and provide deadline not shorter than 24 hours to file clarifications, after ineffective expiration of which, or due to failure to submit sufficient clarifications within this deadline, TME shall be entitled to block User's access to TME API service, and subsequently cease the provision of TME API Service; or

b) in specially justified cases TME may deny User the possibility to use TME API Service immediately upon sending notification of intent to block the access and indicate deadline for removal of breaches, upon ineffective expiration of which TME shall be entitled to discontinue the provision of TME API Service; or

c) stop the provision of TME API Service for the User in the case of repeated or serious breaching of legal regulations or the provisions of Terms and Conditions by the User,

of which User shall be informed by means of respective notification sent to the address indicated in sec. 10.1 of Terms and Conditions.

6. Liability

6.1. USER SHALL GIVE HIS/HER EXPRESS CONSENT THAT IN THE SCOPE ALLOWED BY RESPECTIVE PROVISIONS OF LAW HE/SHE USES TME API SERVICE AT HIS/HER OWN RISK.

6.2. TO THE MAXIMUM EXTENT ALLOWED BY LAW, TME API SERVICE IS PROVIDED "AS IS" WITH ALL ITS FAULTS AND WITHOUT ANY GUARANTEES, and, in particular, TME does not guarantee that TME API service meets User's requirements; that the software operation will be uninterrupted or free from errors, and that the faults of the software used for the provision of TME API service will be removed, and that the software will be compatible or will cooperate with each software and/or service of the User or third parties.

6.3. User accepts that TME API service is not intended for use in situations, where breakdowns, time delays, errors or inaccuracies in content or information delivered by means of TME API Service could result in serious damage.

6.4. Within the scope allowed by law, TME shall in no case be held liable for any incidental, special or indirect damages, including lost profits of User, and damages arising from the loss of data, disturbance in transmission or receipt of data, equipment failure, as well as losses caused by, resulting from or related to the use, or lack of possibility to use TME API Service – regardless of the ground for such liability.

6.5. Provision of TME API Service may be delayed or interrupted due to the occurrence of circumstances beyond the control of TME, including breakdown in data transmission, breakdown of communication and equipment; breakdown dependent on the Internet connection provider or any other entities not related to TME.

6.6. Factors such as updating time, loading time of information obtained through TME API Service are beyond the control of TME.

6.7. Within the scope allowed by law TME's liability for damages arising from non-performance or improper performance of the agreement, regardless of the legal ground for claim, shall be limited to the amount of PLN 10,000.

6.8. THE LAW OF CERTAIN COUNTRIES DOES NOT ALLOW INTRODUCTION OF LIMITATIONS INDICATED IN SEC. 6, IN WHICH CASE THE ABOVE LIMITATIONS MAY NOT APPLY WITH RESPECT TO INDIVIDUAL USER, AND CONSUMER IN PARTICULAR.

6.9. TME SHALL BE LIABLE TO CONSUMERS UNDER MANDATORY PROVISIONS OF LAW.

7. Complaints

7.1. Complaints concerning the issues related to the provision of TME API service should be sent by electronic mail to the address:developers@tme.eu. Complaint notification should contain:

a. Indication of the entity that files the complaint;

b. Description of incident, behaviour that is subject to complaint.

7.2. Complaints shall be examined by TME immediately, not later than within 10 working days, whereby this period may be extended by another 7 working days in the case it appears necessary for the proper examination of complaint. User shall be notified of such extension and cause for such extension.

7.3. In the case, when filed complaint contains defects that prevent it from being considered, TME, should it find it necessary for correct complaint examination, shall immediately call the complaining party to complete the complaint, defining the deadline, not shorter than 7 (seven) working days and the scope of such completion required, with instruction that failure to complete complaint in the specified time may cause the complaint not being considered.

7.4. TME sends the answer for the complaint to User's address, indicated in sec. 10.1 of Terms and Conditions.

8. Personal Data Protection

8.1. TME is the administrator of personal data of users of TME API Service

8.2. User shall express its consent to the processing of his/her personal data by TME for purposes related to the use of TME API service.

8.3. TME informs that providing personal data is voluntary, though it is a condition the possibility to use TME API service is dependent on. User shall have the right to access his/her data and their correction. Consent to

processing User's personal data by TME, for purposes related to the use of TME API service, may be withdrawn at any moment by User, which shall be tantamount to resignation from the use of TME API service.

8.4. TME reserves the right to disclose User's data, if the obligation to disclose them to authorized persons/entities arises from mandatory provisions of law.

8.5. User's personal data are treated in accordance with privacy protection policy of TME available on the website https://www.tme.eu/en/information/data-protection-policy/6598/data-protection-policy/

9. Intellectual Property Law

9.1. Content of services provided under Terms and Conditions, including collected numerical data, text, graphics, audio, and video are the property of TME, its subsidiaries or third-party entities and are protected by law, including intellectual property law and copyright law. TME authorizes to use and duplicate data downloaded through TME API and placed at different websites only according to the TME API Terms of service, particularly with providing information about the data source: powered by TME.eu Data.

9.2. Each of the product photographs, sent by API to User (hereinafter referred to as Photograph) is protected by watermark. Photographs with watermark are the property of TME; TME owns all property rights to them. User is authorized to use the Photographs in question for the purpose and on conditions specified in these Terms and Conditions only with this mark.

9.3. TME grants the User royalty-free, non-exclusive (for the period of provision of TME API service to the user, as long as the User has valid Key), not limited to a territory, revocable licence to use in native applications for computers (for personal use) as well as view and display on the Internet, on the website possessed by the User, contents acquired by means of API – without the right to create derivative works or to grant any further licences or cede any licence rights.

9.4. It is forbidden to multiply and copy Photographs and other information and materials obtained by means of API in printed form. This stipulation does not concern duplication of Documentation for personal use in the scope necessary to allow User the correct use of API.

9.5. User shall be obliged to use the TME name and trademark in order to mark the source of information obtained by means of TME API service.

9.6. User undertakes to inform persons, who, thanks to User, may view contents obtained through API, in the place where such contents are made available (on the website, in computer application etc.), in a clear, complete, not misleading way, that TME, its subsidiaries, manufacturers of goods and/or other entities being their authors and/or owners, are entitled to all intellectual property rights obtained through API.

9.7. Disclosure obligation, referred to in sec. 9.6 is not binding in the case, when, by means of API, only the contents not subject to protection by intellectual property law and copyright law are collected (e.g. warehouse stock).

9.8. Upon termination by TME, for any reason, of API provision to User, any licences granted to User in relation to API expire, and User shall immediately delete from Application or destroy any data and materials obtained by means of API in relation to API use.

9.9. In the case of User coming into knowledge about breach or suspicion over possible breach of intellectual property rights to any content obtained by means of API, and/or to API, such User shall be obliged to promptly notify TME of this fact and immediately stop using such content till obtaining written confirmation from TME that the use of such content is allowed.

10. Correspondence

10.1. TME directs to User correspondence related to the use of TME API service, to the email address shared by User.

10.2. User may change/update the email address. For this purpose he/she should log in to the website developers.tme.eu and in Profile tab fill out proper fields for address change.

10.3. User should direct all correspondence on issues concerning the use of TME API service to the following email address:developers@tme.eu.

or by mail to the address:

Transfer Multisort Elektronik Sp. z o.o., with its seat at Ustronna 41, 93-350 Łódź with a note

'TME API' on the envelope.

11. Confidential information

11.1. In connection with the necessity to ensure proper functioning of TME API service there could be a need for disclosure Confidential Information to User.

11.2. User should treat as confidential all information, as to which there is a suspicion that they may be Confidential Information, until their status has been specified.

11.3. Information passed by TME shall be treated as confidential, if at the time of their handing over they are specified as confidential and this fact has been confirmed in writing at the moment of their handing over or within thirty (30) days from handing over them. Such written confirmation shall specify the date, place of handing over of confidential information, person, which the information has been handed over to, and the content of such information.

11.4. In the case of receiving Confidential Information User shall undertake:

a) to use Confidential Information exclusively for the purposes specified by TME and in the scope agreed with TME;

b) not to copy or duplicate Confidential Information in any other way without consent of TME,

11.5. Upon written request of TME User shall be obliged to return any Confidential Information, regardless of the form User might have received them in, together with any copies and papers, authorized or not. The user is obliged to submit written statement to TME, that all documents, containing Confidential Information and not returned to TME, have been destroyed.

12. Advertising materials

User is not authorized to create or publish any information concerning TME or its subsidiaries, in the scope not directly arising from Terms and Conditions, without prior written concern of TME.

13. Final Provisions

13.1. Using services provided online is associated with particular threats, typical for Internet usage, such as viruses.

13.2. TME may introduce amendments to these Terms and Conditions as well as suspend or resign from the provision of TME API service or/and provision of part of the TME API service, in particular in case of changes of effective legal regulations. TME shall notify User of change in Terms and Conditions, suspension or resignation from the provision of the TME API service by sending notification to the email address of the User, indicated in sec. 10.1 of Terms and Conditions, 30-days in advance.

13.3. Any changes of these Terms and Conditions shall be published on the developers.tme.eu website. In order to get acquainted with the most up to date version of Terms and Conditions, please use the link placed in the footer at the bottom of the page developers.tme.eu

13.4. Terms and Conditions and all amendments to them come into force as of the date of their publishing on the website developers.tme.eu, unless otherwise stipulated, and in the scope, which is allowed by mandatory provisions of law.

13.5. Without prior written consent from TME, User shall not cede any rights and obligations arising from the use of TME API service to any third party.

13.6. In the scope allowable by law TME API service and all legal relationships under these Terms and Conditions shall be governed by Polish law without reference to conflict of laws principles and any disputes that may arise shall be settled by the Common Court of Law having jurisdiction over TME's seat.

History of Terms and Conditions preparation and changes

Version 2.0
Effective date: 01 March 2025

Action:
Removing information's about:
- anonymous key
- possibility of know documentation after account registrations
- necessity of verification email address after changing it in developer panel

Adding information's about:
- TME.eu account authentication in developers.tme.eu service
- removing tokens and keys after deleting developers account
- URL to data protection policy

Version:1.0
Effective date:15 February 2013

Action:
-Adoption of Terms and Conditions