



Terms of Service

You indicate acceptance of these terms of service by placing an order with Digital Goods Store Ltd t/a VAT API. These terms will not be varied for individual customers.

DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:-

- "downtime" means any service interruption in the availability of the service.
- "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country.
- "VAT API" means Digital Goods Store Ltd t/a VAT API.
- "IP address" stands for internet protocol address which is the numeric address for the server.
- "ISP" stands for internet service provider.
- "server" means the computer server equipment operated by VAT API in connection with the provision of the Service.
- "the Service" means provision of an API(Application Programming Interface) to perform various EU VAT operations.
- "Customer" means any individual or business that subscribes to use "the Service" paid or unpaid.
- "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses".

- "visitor" means a third party who has accessed the Website.

Product specifications and details may be found at VATAPI.com

Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

INTRODUCTION

The Customer wishes to utilise the VAT API at vatapi.com to retrieve EU VAT related data and validate EU VAT numbers.

CHARGES, PAYMENT AND MONEY-BACK GUARANTEE

- Payment methods include credit cards (including MasterCard and Visa), debit cards (including Switch/Maestro) and direct debits.
- VAT API do not accept cheques, bank transfers, postal orders, cash or any other form of payment other than those outlined.
- VAT API do not provide credit facilities.
- VAT API provides a "Money-Back Guarantee". Should you be unsatisfied with the service for any reason, please contact us within 30 days of placing your order for a full refund. Customers are limited to using the money-back guarantee once.
- VAT API provides a FREE plan to allow a customer to use the API in a limited context, this is suited to low volume users or for testing purposes.
- Payment for the Service is made via a monthly recurring subscription, the subscription will remain active unless specifically cancelled by the Customer prior to the renewal date by reverting their VAT API account to the FREE plan or deleting their VAT API account entirely.
- VAT API uses the third party payment gateway service Stripe <https://stripe.com/gb> to process all subscription payments securely.
- If the Customer terminates for VAT API's material breach then Customer should be entitled to a refund of any pre-paid, but unused fees for remaining term on pro rata basis.

SERVICE LEVELS AND DATA BACKUP

- VAT API shall use its reasonable endeavours to make the server and the Service available to the Customer 100% of the time but because the Service is provided by means of computer and telecommunications systems, VAT API makes no warranties or representations that the

Service will be uninterrupted or error-free and VAT API shall not, in any event, be liable for interruptions of the Service or downtime of the server.

- VAT API carries out data backups in the event of systems failure. Even though every effort is made to ensure data is backed up correctly VAT API accepts no responsibility for data loss or corruption.

ACCEPTABLE USE POLICY

The website and use of the Service may be used for lawful purposes only, in particular the Customer agrees not to:-

- engage in illegal or unlawful activities through the Service.
- Post data to the Service that the Customer knows contain a virus, worm, trojan or corrupt data; or obtain or attempt to obtain access, through whatever means, to areas of VAT API's network or the Service.
- The Customer has full responsibility for their account and API KEY. The Customer should not share their API KEY with any other party and it should be kept secret to them.
- If the Customer fails to comply with the Acceptable Use Policy outlined here VAT API shall be entitled to withdraw the Service and terminate the Customer's account without notice.

ALTERATIONS AND UPDATES

All alterations and updates to the Customers data shall be made by the Customer using the online account management facility. The Customer will be issued with a password in order to access their account. The Customer must take all reasonable steps to maintain the confidentiality of this password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform VAT API and the password must be changed.

WARRANTIES

All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, VAT API shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

INDEMNITY

The Customer agrees to indemnify and hold VAT API and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against VAT API arising out of any breach by the Customer of the terms of this Agreement.

VAT API will indemnify and hold the Customer harmless, from and against any claim against the Customer by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "**IP Claim**"). VAT API shall, at its expense, defend such IP Claim and pay damages finally awarded against the Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by VAT API for such defense, provided that (a) the Customer promptly notify VAT API of the threat or notice of such IP Claim, (b) VAT API will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) the Customer fully cooperate with VAT API in connection therewith. If Your use of the Service has become, or in VAT API's opinion is likely to become, the subject of any such IP Claim, VAT API may at its option and expense (a) procure for the Customer the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by VAT API, terminate Your subscription to the Service and repay the Customer, on a pro-rated basis, any Subscription Charges previously paid to VAT API for the corresponding unused portion of Your Subscription Term. VAT API will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (a) compliance with designs, data, instructions or specifications provided by the Customer; (b) modification of the Service by anyone other than VAT API; or (c) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing. Licensor shall not settle or compromise any IP Claim that imputes fault or liability upon the Customer without your prior written consent.

LIMITATION OF LIABILITY

Excluding VAT API's indemnity obligations for third party IP infringement claims, the entire liability of VAT API to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Service under this

Agreement in respect of which the breach has arisen. In no event shall VAT API be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or VAT API had been made aware of the possibility of the Customer incurring such a loss.

TERM AND TERMINATION

This Agreement will become effective on the date the Service is ordered.

Either party may terminate this Agreement forthwith by notice in writing to the other if:-

- the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
- the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or -
- the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or -
- the other party ceases to carry on its business or substantially the whole of its business; or -
- the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.
- On termination all data held in the customers account will be deleted.

If the Customer terminates for VAT API's material breach then the Customer is entitled to a refund of any pre-paid subscription fee for the remaining term on a pro rata basis.

ASSIGNMENT

- VAT API may assign or otherwise transfer this Agreement at any time.
- The Customer may not assign or otherwise transfer this Agreement or

any part of it without VAT API's prior written consent which shall not be unreasonably withheld.

FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

NOTICES

Any notice to be given by either party to the other may be sent by email.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

EMAIL COMMUNICATION

VAT API communicates with it's customers via email and as such you agree

to receive email containing amongst other things changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.