

1. APPLICATION

- 1.1** These Terms and Conditions of Use ("Agreement") govern your access to and use of the Site (as defined below), which is owned and operated by UltraAPIs, a service operated by METE PRIM SRL ("Company"). The Site is intended solely for the Company's customers. The Site, Services, and Data are intended solely for business and professional use. By accessing or using the Site or Services, the Customer represents and warrants that it is acting in the course of its trade, business, craft, or profession and not as a consumer.
- 1.2** The Company provides the Site to you subject to this Agreement. By accessing and/or using the Site, you (the "Customer") agree to be bound by these Terms and Conditions of Use. If you do not accept these Terms and Conditions of Use, you are not authorized to use and/or access the Site.
- 1.3** By creating an account, accessing the Site, or using the Services, the Customer agrees that this Agreement constitutes a legally binding electronic contract.
- 1.4** The Company may modify these Terms at any time. For material changes — including changes to fees, liability, data use, or termination rights — the Company will provide at least 30 days' prior written notice by email or prominent in-app notification. Non-material changes take effect upon posting. If the Customer does not agree to the updated Terms, the Customer must cease using the Services and cancel their account before the effective date. Continued use of the Services after the effective date constitutes acceptance of the updated Terms. Termination during a notice period shall not attract any early termination fee.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context indicates otherwise:

- **Applicable Law** means any and all applicable laws, regulations, directives, codes of conduct, regulatory rules, or guidelines, whether local, national, or international, as may be in effect from time to time.
- **Company** refers to UltraAPIs, a service operated by METE PRIM SRL, with its registered address as specified on the Site.
- **Customer** means the party who is permitted to receive Data and Services from the Company under this Agreement.
- **Data** means all data, content, information, and/or materials provided by the Company to the Customer through the Site, via the Company's API services, or through other means of communication.
- **Force Majeure** means any event beyond a party's reasonable control preventing or delaying the performance of its obligations under this Agreement.
- **Party and Parties** refer to the Company and the Customer, individually or collectively.
- **Personnel** includes a party's affiliates, officers, agents, employees, or professional advisers involved in the performance or management of this Agreement.
- **Service(s)** refer to any service provided by the Company to the Customer in relation to the Site, including but not limited to the Company's API services.

- **Site** means the website with the domain name ultraapis.com, any other domain associated with the Company, and any third-party marketplace where the Company offers its services, including but not limited to rapidapi.com.

2.2 Interpretation

In this Agreement, unless the contrary intention appears:

- Words in the singular include the plural and vice versa.
- Headings are for reference only and do not affect the interpretation of this Agreement.
- A reference to any legislation includes any modifications or updates.
- A reference to dollars is a reference to the United States Dollar.
- References to writing include digital and electronic formats.
- If any conflict arises between the terms and conditions contained in the clauses of this Agreement, the terms and conditions of the Agreement prevail.

3. OWNERSHIP, ACCESS, AND LICENSE

3.1 The Site, along with its designs, logos, and content, is owned and operated by the Company. You may only use copies of content from the Site for purposes consistent with this Agreement.

3.2 The Company grants you a limited, revocable, non-exclusive, and non-transferable license to access and use the Site, Services, and Data as permitted by this Agreement.

3.3 This license does not include resale of Data or Services, unauthorized commercial use, or any use outside the scope of this Agreement, including scraping or automated extraction performed outside the Company's APIs (for example, using other tools to access the Services or other websites); however, restrictions on automated extraction or scraping do not apply to the use of the Company's APIs as intended under the Services. Any unauthorized use of the Site, Service, or Data results in the immediate termination of your limited license. The Company reserves the right to revoke this license at any time.

4. INTELLECTUAL PROPERTY

4.1 All intellectual property rights in the Services, including the Platform, software, infrastructure, documentation, and any associated content, remain the exclusive property of the Company.

4.2 The Customer may not, directly or indirectly: reverse engineer, decompile, or disassemble the Services; create derivative works based on the Services; build or operate competing scraping infrastructure using the Services; or redistribute the Data as a standalone product or service without the Company's prior written authorization.

4.3 Any rights not expressly granted to the Customer under these Terms are reserved by the Company.

5. ACCEPTABLE USE POLICY

- 5.1** Customer may only access and use the Site, Services, and Data for their internal business purposes and in compliance with Applicable Law.
- 5.2** Customer shall not use the Site, Services and Data to violate the terms of any third-party platform, use the Services for spam, surveillance, harassment, or any other abusive or illegal activity, use the Services in jurisdictions subject to applicable sanctions, attempt to bypass or circumvent security mechanisms, or conduct denial-of-service attacks.
- 5.3** The Customer represents and warrants that it is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive economic sanctions, and is not listed on any government sanctions list. The Customer agrees not to access or use the Services in violation of applicable export control or sanctions laws.
- 5.4** The Company may impose rate limits, throttling, request caps, or other technical restrictions to ensure the stability and security of the Services. The Customer agrees not to attempt to circumvent such restrictions.
- 5.5** The Company may suspend or terminate your access to the Site and Services if you violate any part of this Agreement.
- 5.6** If the Company and Customer enter into a separate Data License Agreement for bulk Data sales, the terms of such an agreement will govern the Customer's use of the Site, Services, and Data.

6. DISCLAIMERS

- 6.1** The Site, Services, and Data are provided "as is" and "as available" without warranties of any kind.
- 6.2** The Company expressly disclaims all warranties, whether express or implied, including any warranties of non-infringement, accuracy, completeness, availability of the Data, uninterrupted service, or error-free operation, or that the Services will be available at all times. The Services may experience downtime due to maintenance, technical failures, or third-party infrastructure issues.
- 6.3** The Company makes no representations regarding the legality or appropriateness of accessing or using data obtained via the Service. The Company is not responsible for any viruses, malware, or security threats affecting your use of the Site or Data.
- 6.4** The Company does not guarantee continued access to any specific third-party website, platform, or data source. Platforms and their data access policies may change at any time without notice, and the Company shall not be liable for any resulting interruptions or limitations.
- 6.5** The Customer is responsible for maintaining the confidentiality of their API keys and account credentials. The Customer shall be fully responsible for all activities performed using their credentials. The Company shall not be liable for any unauthorized use resulting from compromised credentials.

- 6.6** The Company provides API Services that may interact with third-party platforms and does not have any affiliation with or endorsement from any such platform. The Company provides the Services as a tool only and does not control, verify, or guarantee that the Customer's use of the Services complies with the terms, policies, or guidelines of any third-party website or platform. The Company does not verify whether any specific data source permits automated access or extraction. The Customer assumes full responsibility for ensuring compliance with applicable third-party terms and all risk of legal or regulatory action arising from their use of third-party data. The Company shall not be liable for any disputes, legal actions, or data loss resulting from the Customer's use of the Services in a manner that violates third-party terms.
- 6.7** The Company does not proactively monitor or review the specific queries submitted by Customers or the responses returned. Query logs are retained solely for the purposes of service operation, security, and customer support, and are not used for any other commercial purpose. The Company does not exercise editorial control over Customer queries.
- 6.8** The Customer acknowledges that it is solely responsible for ensuring its use of the Services complies with all applicable third-party terms and platform policies, and agrees to bear all costs and liabilities arising from any failure to do so.

7. LIMITATION OF LIABILITY

- 7.1** The Company shall not be liable for any consequential, special, indirect, incidental, exemplary, or punitive damages arising out of or related to the Services or this Agreement, including but not limited to lost profits, lost revenue, business interruption, loss of data, or loss of business opportunities, whether arising in contract, tort, negligence, strict liability, or any other legal theory, even if the Company has been advised of the possibility of such damages.
- 7.2** To the fullest extent permitted by applicable law, the Company's total aggregate liability arising out of or relating to the Services or this Agreement shall not exceed the lesser of the total fees paid by the Customer during the three (3) months preceding the event giving rise to the claim or €5,000.
- 7.3** Nothing in this Section 7 shall exclude or limit the Company's liability to the extent such liability cannot be excluded or limited under applicable law.
- 7.4** The parties acknowledge that the limitations of liability set forth in this Section are a fundamental element of the Agreement and form an essential basis of the bargain between them.

8. INDEMNIFICATION

- 8.1** The Customer shall indemnify, defend, and hold harmless the Company, its affiliates, subsidiaries, partners, licensors, licensees, consultants, contractors, and their respective directors, officers, employees, and agents (collectively, the “Indemnified Persons”) from and against any third-party claims, demands, liabilities, damages, losses, and expenses, including reasonable legal fees and settlement amounts.
- 8.2** This indemnification applies to claims arising out of or relating to the Customer's use of the Services, Platform, API, or any related configuration; any applications, products, or services developed or distributed by the Customer using the Services; the Customer's violation of applicable laws, third-party terms, rights, or platform policies; unlawful or improper processing of Personal Data; any claims brought directly by third-party platforms or their operators against the Company arising from the Customer's use of the Services to access such platforms; or any breach of this Agreement by the Customer.

9. FORCE MAJEURE

- 9.1** The Company shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from events beyond the Company's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, labor disputes, governmental actions, power failures, internet or telecommunications outages, cyberattacks, or failures of third-party infrastructure.
- 9.2** The Customer acknowledges that the Services depend on third-party websites, platforms, APIs, hosting providers, and network infrastructure. The Company shall not be liable for any interruption, limitation, delay, or unavailability of the Services resulting from changes, restrictions, blocking, rate limiting, CAPTCHAs, access limitations, or other technical measures implemented by such third parties. Such events shall be considered Force Majeure events.
- 9.3** Force Majeure events shall not permanently relieve the Customer of its obligation to pay any fees due under this Agreement, provided that payment may be reasonably delayed for the duration of the Force Majeure event.

10. FEES AND PAYMENT

- 10.1** The Customer may order a paid subscription (“Subscription”) to access the Platform or Services. Subscriptions provide a license to use the Services and any included credits, which are usage meters only, non-refundable, non-transferable, and expire at the end of each Billing Period.
- 10.2** Fees are billed in advance according to the selected Billing Period (e.g., monthly or annually). Payment can be made via online checkout or bank transfer, following the Company's instructions. The Customer is responsible for all recurring payments until cancellation.

- 10.3** The Customer may upgrade their Subscription at any time. Any upgrade will take effect immediately upon approval of the applicable payment. Upon such upgrade, any unused credits from the Customer's previous plan will be carried over and added to the upgraded plan. A new Billing Period will commence as of the upgrade date, and the billing cycle will be updated accordingly. Downgrades remain at the Company's discretion, and fees for the current Billing Period are non-refundable. Unused credits and features will reset at the end of each Billing Period and will not roll over, except as expressly provided upon upgrade.
- 10.4** The Company may modify subscription fees or credit costs with 30 days' notice via email or Platform notification. The Customer may terminate the Subscription during the notice period; otherwise, continued use constitutes acceptance of the new fees.
- 10.5** Refunds are governed exclusively by Section 11 (Refund Policy) of this Agreement.
- 10.6** The Customer is responsible for all applicable taxes, fees, and charges imposed by any government authority. All billing is based on the Company's invoicing records.
- 10.7** For certain targets and endpoints that require additional infrastructure or resources to access, credit multipliers may apply. These affect credit consumption only and not the base subscription fee. Applicable multipliers will be disclosed in-app where possible.
- 10.8** All Subscription Fees are due in full and cannot be set off or withheld, even if the Platform or Services are not used. Failure to pay does not relieve the Customer of any obligations under these Terms.

11. REFUND POLICY

- 11.1** The Customer may request a refund within 14 days of the original Transaction date by contacting support through the Platform or by emailing the Company's support address. All requests are reviewed on a case-by-case basis and approval is not guaranteed.
- 11.2** For the payments processed by third-party payment processors, the refund policies of the relevant payment processor also apply and can be found on their respective websites.
- 11.3** Where a refund is approved, the amount returned will be net of any payment processing and refund transaction fees that are non-recoverable by the Company. These deductions are pass-through costs and not penalties imposed by the Company.
- 11.4** Subscription renewals, upgrade fees, and credit top-ups are not eligible for refund requests. Cancellations made after the 14-day window will take effect at the end of the current billing period; fees paid for that period are non-refundable.
- 11.5** The Customer agrees to contact the Company or the relevant payment processor before initiating a chargeback. Chargebacks initiated without first

seeking resolution will be considered a material breach of this Agreement, and the Company reserves the right to recover any resulting fees or losses from the Customer.

12. PRIVACY AND DATA PROTECTION

- 12.1** The Company respects your privacy and processes personal information in accordance with applicable Data Protection Laws and the Company's Privacy Policy.
- 12.2** For the purposes of these Terms, "Data Protection Laws" means all applicable laws relating to the processing of personal data, including the General Data Protection Regulation ("GDPR"). Terms such as "Personal Data", "Data Controller", and "Processing" have the meanings given under applicable Data Protection Laws.
- 12.3** The Services may allow the Customer to access publicly available information from third-party websites or platforms, which may include Personal Data. The Customer is solely responsible for ensuring that its collection and use of such data complies with all applicable Data Protection Laws.
- 12.4** The Customer represents and warrants that it has a lawful basis for processing any Personal Data obtained through the Services and acts as the sole Data Controller determining the purposes and means of such processing.
- 12.5** The Company provides technical services that allow access to data but does not control how the Customer uses the data obtained through the Services and does not determine the purposes or means of processing such data.
- 12.6** The Customer agrees to indemnify and hold the Company harmless from any claims, damages, or losses resulting from the Customer's collection, use, or processing of Personal Data in violation of applicable Data Protection Laws.
- 12.7** Where the Customer provides Personal Data to the Company in order to receive the Services, the Company will process such data only as necessary to provide the Services and will implement reasonable measures to protect it.

13. TERMINATION

- 13.1** Unless otherwise agreed in writing, this Agreement shall remain in effect for an indefinite period. Either party may terminate this Agreement for convenience by providing thirty (30) days' notice, including by canceling the Customer's account through the Platform.
- 13.2** The Company may suspend or terminate the Customer's access to the Services immediately if: the Customer fails to pay any amounts due under this Agreement; the Customer breaches this Agreement, including any acceptable use or license restrictions; the Customer engages in unlawful activity or violates applicable laws; or the Customer's use of the Services exposes the Company to legal, regulatory, or third-party platform risk.
- 13.3** Upon termination of this Agreement, the Customer's license to access and

use the Services shall immediately terminate; the Customer must cease all use of the Services; and all fees paid are non-refundable unless otherwise required by applicable law.

13.4 Following termination or suspension of the Customer's account, the Company may delete any data associated with the Customer's account.

13.5 Termination shall not affect any rights or obligations that have accrued prior to the termination date, including any payment obligations.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of Moldova.

14.2 Any disputes shall be resolved in the courts of Moldova.

15. MISCELLANEOUS

15.1 If any provision of this Agreement is deemed unenforceable, the remaining provisions remain valid.

15.2 This Agreement constitutes the entire understanding between the parties.

15.3 The Company and Customer are independent entities and do not form any partnership or agency relationship.

15.4 Any feedback, suggestions, or ideas provided by the Customer may be used by the Company without restriction or compensation.

15.5 The Customer expressly authorizes the Company to use their name, brand, and logo, as well as any statements or testimonials attributed to them, for commercial and promotional purposes, including but not limited to use at events, in marketing materials, and on the Company's website, in any form or medium. The Customer may withdraw this authorization at any time by providing explicit notice to the Company.

15.6 The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right.