

## **Terms and conditions:**

### **Warranty**

12 months warranty after delivery covers repair or replacement of components which fail under normal use due to a defect in materials or factory workmanship. The warranty covers the costs of material and labour during normal working hours. Travel and freight costs caused by the repairs are not covered by the warranty.

### **Liability**

Further, neither we nor our suppliers are liable for any incidental, consequential, punitive damages or other damages, or loss of profits, loss of revenue, loss of data, loss of use of the products or software or any associated equipment, costs of cover, downtime and user time or for breach of any express or implied warranty or conditions, breach of contract, negligence, strict liability or any other legal theory related to the products or software.

### **Intellectual Property Ownership**

You agree that Bever Control owns all right, title and interest to all intellectual property and other proprietary rights to documents and materials, calculations, drawings, models, plans, sets of tools, technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Products and Software and any accompanying documentation or information derived from the foregoing. You shall take reasonable precautions to prevent unauthorized access and use of the Software and documentation by third parties. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products or Software, or attempt to do so. We reserve all rights in the Products and Software not specifically granted to you under these Terms.

### **API Usage**

The following paragraphs govern your access to and use of any Application Programming Interface ("API") provided by Bever Control ("The Provider"). By accessing or using the API, you agree to be bound by these Terms.

#### **1. License Grant**

Subject to these Terms, Provider grants you a non-exclusive, non-transferable, revocable license to access and use the API solely for the purpose of integrating it into your applications or services ("Intended Use"). You may not use the API for any other purpose without Provider's prior written consent.

#### **2. Registration and API Keys**

You must register for an API key in order to access and use the API. Provider may issue you one or more API keys, which you must keep confidential and secure. You are solely responsible for all activities that occur under your API keys. Provider reserves the right to revoke your API key(s) at any time for any reason.

### 3. Restrictions

You agree not to:

- a. Use the API for any illegal, unauthorized, or fraudulent purpose;
- b. Interfere with or disrupt the integrity or performance of the API or Provider's systems;
- c. Reverse engineer, decompile, or disassemble the API or attempt to derive its source code;
- d. Sell, sublicense, distribute, or otherwise transfer your rights to use the API;
- e. Use the API to create a competing product or service;
- f. Use the API in any manner that violates these Terms or any applicable law or regulation.

### 4. Intellectual Property

Provider retains all right, title, and interest in and to the API, including all intellectual property rights therein. These Terms do not grant you any ownership or other rights in the API, except for the limited license expressly set forth herein.

### 5. Support and Maintenance

Provider may provide support and maintenance services for the API at its discretion. Such services, if offered, will be subject to additional terms and fees as determined by Provider.

### 6. Termination

Provider may suspend or terminate your access to the API at any time for any reason, without prior notice. Upon termination, you must cease all use of the API and delete any data or materials obtained through your use of the API.