



Röhlig APIs Terms of Service

Last modified: January 25, 2022

Thank you for using Röhlig's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Röhlig products or services, then the terms for those other products or services also apply.

Under the Terms, "Röhlig" means Röhlig Logistics GmbH & Co. KG, with office at Am Weser-Terminal 8, 28217 Bremen, Germany, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Röhlig" as "we", "our", or "us" in the Terms.

1 Section 1: Account and Registration

1.1 Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Röhlig, or (b) you are a person barred from using or receiving the APIs under the applicable laws of Germany or other countries including the country in which you are resident or from which you use the APIs.

1.2 Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

1.3 Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Röhlig will always be accurate and up to date and you'll inform us promptly of any updates.

1.4 Subsidiaries and Affiliates

Röhlig has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Röhlig and the Terms will also govern your relationship with these companies.



2 Section 2: Using Our APIs

2.1 Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

2.2 Compliance with Law, Third Party Rights, and Other Röhlig Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Röhlig (or its affiliates).

2.3 Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Röhlig assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

2.4 API Limitations

Röhlig sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Röhlig's express consent (and Röhlig may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Röhlig API team for information (e.g. by using the Röhlig developers console).

2.1 Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Röhlig for the applicable open source software.

2.2 Communication with Röhlig

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

2.3 Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

2.4 Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Röhlig may develop products or services that may compete with the API Clients or any other products or services.

3 Section 3: Your API Clients

3.1 API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT RÖHLIG MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE RÖHLIG PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Röhlig accessing and using your API Client, for example to identify security issues that could affect Röhlig or its users. You will not interfere with this monitoring. Röhlig may use any technical means to overcome such interference. Röhlig may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

3.2 Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

3.3 Ownership

Röhlig does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

3.4 User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information with Röhlig and third parties.

4 Section 4: Prohibitions and Confidentiality

4.1 API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Röhlig products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Remove, obscure, or alter any Röhlig terms of service or any links to or notices of those terms.

4.2 Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our APIs may contain Röhlig confidential information. Röhlig confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Röhlig's prior written consent. Röhlig confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Röhlig confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

5 Section 5: Termination

5.1 Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Röhlig with prior written notice and upon termination, cease your use of the applicable APIs. Röhlig reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

6 Section 6: Liability for our APIs

6.1 WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER RÖHLIG NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

6.2 LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, RÖHLIG, AND RÖHLIG'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF RÖHLIG, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS.

IN ALL CASES, RÖHLIG, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

6.3 Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Röhlig, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

7 Section 7: General Provisions

7.1 Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.