**TERMS & CONDITIONS FOR USING API FOR CIRCLE K SERVICES**

1. **ABOUT THESE TERMS**

**These Terms & Conditions for Using API for Circle K Services** (hereinafter the **Terms**) apply to regulate the relationship between Circle K Danmark A/S, company code 28142412, Borgmester Christiansens Gade 50, DK-2450 København, DENMARK (hereinafter **Circle K**) and You as a Circle K business customer (hereinafter the **Customer**), having concluded separate commercial agreement(s) with Circle K and willing to use Circle K´s application program interface (hereinafter **API**), either standalone or via Your explicitly appointed third party – IT service provider (hereinafter **Service Provider**), and to get direct access to requested API service(s) (hereinafter **Circle K Services**).

These Terms are applicable: (i) to Customers and their duly appointed and reported to Circle K Service Providers, as actual users of APIs (hereinafter in this context Customers and/or Service Providers in these Terms referred to as **Users**); (ii) when the User uses APIs; (iii) when the User gets access to Circle K Services via APIs.

These Terms constitute a binding legal agreement between the User of the API and Circle K as the provider of access to the Circle K Services through the APIs. These Terms do not govern issues related to other services provided by Circle K, which are not explicitly identified as Circle K Services under these Terms.

To be able to get access to APIs and/or use Circle K Services Users must comply with these Terms. By getting access to APIs and/or using Circle K Services, Users agree to comply with these Terms and acknowledge and agree with Circle K data processing activities described in our Privacy Policy: [www.circlek.dk](https://www.circlek.dk/dk_DK/pg1334110756738/PrivacyPolicy.html)

**2. ACCESS TO THE API**

Circle K will provide the API to the User in accordance with the Terms from the effective date until terminated. Effective date means the date on which the Terms are accepted by the User Circle K provides the User credentials necessary for API use.

The User confirms that it meets the required technical and IT security criteria for Circle K Service’s API during the entire period of API use.

At Circle K’s requests the User will provide sufficient information and evidence demonstrating the compliance with the above-mentioned criteria.

If at any time the User becomes aware of any change to the information or documentation it provided, any change to its ability to meet the above-mentioned criteria it must immediately inform Circle K which may take any action it considers to be reasonably necessary which may include suspension or termination of the API use.

Circle K may monitor use of the APIs to ensure quality, improve Circle K products and services, and verify the User’s compliance with these Terms. This monitoring may include Circle K accessing and using API, for example to identify security issues that could affect Circle K, Users or other users.

**3. AVAILABILITY/SERVICE LEVELS**

Circle K will provide access to the APIs on an 'as is' basis. Circle K does not warrant that the APIs will be uninterrupted, timely, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from using the APIs. Subject to the foregoing, Circle K will use its reasonable endeavors to prevent interruption to the access to the APIs as is reasonably practicable for it to do so. Circle K reserves the right to limit access to and/or use any API by various means and using various criteria. Circle K is entitled to change the specifications for Circle K Services, notifying the Customer and/or Service Provider reasonable time in advance. Any costs related to upgrading to new versions shall be borne by the User.

**4. CHARGES**

The User shall cover any of its own charges or costs related to setting up or using the APIs, unless agreed otherwise in writing with Circle K.

**5. DATA ACCESS**

The User confirms that the Customer data made accessible to it through the APIs shall only be used in strict compliance with Applicable Data Protection Law, Applicable Anti-Trust Law, and other Applicable Laws for providing the Circle K Services to the Customer and will not be used for any other purpose.

Developer credentials (such as passwords, keys, and client IDs) are intended to be used by the User only to identify API client. The User shall keep credentials confidential and make reasonable efforts to prevent and discourage other persons from using those credentials.

**6. DATA PROTECTION AND ANTI‑TRUST OBLIGATIONS**

Users shall ensure that the Customer’s data provided by Circle K to the User through APIs will be the data that was requested by the Customer and will be as far as possible without material error.

The User and Circle K will only process Customer data in compliance with Applicable Data Protection Law and Applicable Anti-Trust Law. The User will use and secure all data provided by Circle K through API in compliance with the security requirements. The User r shall not use the APIs or any information accessed using API to perform, encourage or promote illegal activity or violation of third party rights.

Parties ensure that Customer data is stored only in servers located in EU/EEA region.

Circle K shall take no responsibility for the aggregation of the data shared under these Terms or any outputs which stem from it.

**7. INTELLECTUAL PROPERTY**

Except if expressly set out in these Terms or as otherwise agreed in writing, the User shall not acquire any right, title or interest in or to the Intellectual Property Rights of Circle K or its licensors.

**8. LICENCES**

For the period of validity of these Terms Circle K grants a non-exclusive, non-transferable license to the APIs to the User on the basis that the User complies with any restrictions placed on its use of the APIs under these Terms.

**9. CONFIDENTIAL INFORMATION**

Circle K and the User will use at least the same degree of care, to safeguard the confidential information of the other party as it employs with respect to its own confidential information of a similar nature. The User will neither disclose or use any such confidential information other than in connection with, and only to the extent necessary for the performance of its obligations under, or to exercise any rights of licenses granted by, these Terms. The User may disclose confidential information if and to the extent required by applicable law or for the purpose of any judicial proceedings; to its professional advisers, auditors (and their advisers) and lawyers; and if and to the extent the information has come into the public domain through no fault of the User. Notwithstanding the expiry or early termination of these Terms, this confidentiality commitment will continue to apply to the User without limit in time.

**10. SECURITY**

The User will be responsible for the security of its own system.

At a minimum the following are required: a secure connection must be established before data is transferred; the User will be not allowed to transmit any malware through use of the APIs or introduce malware into any data or transmission sent to other User or Circle K or introduced into the other User’s or Circle K system, and will notify other concerned parties immediately after becoming aware that there might have been malware in any transmission; the User will use commercially available and current scanning tools (in line with good industry practice) to scan for malware; the User must conduct regular risk analysis and take steps to update any security measures as needed to remedy any security incidents or identified vulnerabilities and ensure such an incident does not re-occur; and the User will notify Circle K as soon as possible of any actual or suspected security breach of the Circle K Services.

The User shall put in place measures to ensure the security of Customer data and the Circle K Services, including by complying with the security requirements at all times during the use of this API and for not allowing unauthorized individuals to access and use the Circle K APIs and data.

On the occurrence of a security breach, the User must notify Circle K as soon as reasonably practicable and in any case within forty-eight (48) hours of the User becoming aware of the security breach and provide Circle K with all the information it has available to it regarding the data affected by the security breach.

**11. LIABILITY**

The User will be responsible and liable for using the APIs and the Customer's data in accordance with these Terms and applicable legislation, including data protection law and anti-trust law. This will include:

(a) only using data for the purposes permitted by these Terms;

(b) only accessing (and attempting to access) those resources which are within the scope of the Terms and to which it has been granted access permission; and

(c ) never sharing Customer data with third parties without explicit prior consent from Circle K.

Nothing in these Terms will exclude or limit the liability of the User for:

(a) death or personal injury resulting from the negligence of the User or any of its officers, employees or agents;

(b) fraud, gross negligence or willful misconduct.

Circle K will not be liable to the User under these Terms or in connection with Circle K Services (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) for:

(a) any loss of profit, interest, goodwill, production, business opportunity, business (including loss of contracts), revenue and/or anticipated savings; and/or

(b) indirect, special, punitive or consequential losses, even if such losses were foreseeable and notwithstanding that Circle K had been advised of the possibility that such losses were in the contemplation of the User or any third party.

Circle K does not guarantee that access to the APIs will be continuously available for use or without inaccuracy or defect. The User is aware that access to the APIs is at its sole risk and Circle K is not liable for any cost or loss related to possible disruptions in APIs availability or service.

Customer ensures and is liable against Circle K that Service Provider accepts and becomes bound by these Terms.

**12. TERMINATION AND SUSPENSION OF THE CIRCLE K SERVICES**

Circle K has the right to terminate User’s access to the APIs if it has reason to believe or it has become evident that:

(a) the User no longer fulfils the criteria’s required by these Terms– notifying 7 days ahead;

(b) the User has materially breached any of the conditions of these Terms - notifying 7 days ahead;

(d) the User introduces malware into, or otherwise disrupts or attempts to disrupt Circle K systems – immediate termination;

(e) the commercial agreements related to API between the Customer and Circle K have been terminated - notifying 7 days ahead, however no later than termination date of the said commercial agreements;

(f) Circle K has decided to terminate specific Circle K Services and/or APIs - notifying 30 days ahead.

Circle K has the right to suspend User’s access to the APIs in circumstances where:

(a) emergency maintenance needs to be carried out;

(b) there is an actual or suspected security breach.

Circle K’s obligation to provide notice shall not apply in any case of security incidents, data breaches, emergency incidents or where Circle K reasonably considers that any delay in suspending the APIs would cause Circle K to be in breach of applicable law or cause damage.

**13. CONSEQUENCES OF TERMINATION**

On termination or suspension of these Terms, the User will no longer have any rights to access the APIs or the Customer data through API. Circle K is not liable for any User’s cost or loss related to the termination or suspension of these Terms. Upon termination or discontinuation of the access to the API, the User will immediately stop using the API, and delete any cached or stored Customer data and any other data or content acquired via API.

**14. INDEMNITIES**

The User agrees to indemnify Circle K and hold it harmless from and against any and all claims, losses, demands, actions, suits, proceedings, damages and costs arising directly or indirectly out of or in connection with:

(a) a material breach of the User’s duties under these Terms;

(b) a breach by the User of the applicable legislation, including data protection laws or anti-trust law;

(c) fraudulent, negligent or improper actions wholly or partially attributable to the act or acts of the User.

The Customer at all times remains liable for the actions of the Service Provider to the extent it is related to the use of APIs, Circle K Services and compliance to these Terms. In case of breach of these Terms by the Service Provider, the Customer becomes jointly liable against Circle K for any applicable indemnities, remedies and or compensation of losses.

**15. TRANSFER OF RIGHTS**

Circle K may assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations under these Terms on a temporary or permanent basis to any third party upon prior notice to the User.

In case the Customer plans to engage any new third-party service provider (new User) in relation to use of API, the Customer must immediately notify Circle K about such intention and ensure that prior to engaging into any form of using APIs through new Service Provider, all the required data of such new Service Provider would be submitted to Circle K by filling in Standard Form for Required Data of the User), and such new Service Provider accepts and becomes bound by these Terms.

**16. VARIATIONS**

Any changes which the Circle K will make to the APIs or their specifications, or these Terms, will be communicated to the User, by giving a notice of planned changes for a reasonable time period ahead, unless the changes are urgent and prior notice cannot be reasonably expected. Continued use of the API and or Circle K Services will be deemed acceptance of the updated Terms.

**17. GOVERNING LAW**

These Terms and relationship between Circle K and the User will be exclusively governed by and interpreted in accordance with Norwegian law and that all disputes arising out of or in connection with these Terms and/or the relationship between Circle K and the User in relation to these Terms (in each case whether or not regarded as contractual claims) will be exclusively governed by and determined in accordance with Norwegian law and (subject to the dispute resolution procedure) both Circle K and the User expressly and irrevocably submits to the exclusive jurisdiction of the Norwegian Courts in relation to all such disputes and any other claim or matter arising under or in connection with these Terms.

For any questions You can reach Circle K by:

● E-mail: api@circlekeurope.com

Effective as of February 19, 2025