AstroAPI
User Agreement

ASTROAPI GENERAL TERMS & CONDITIONS

1. Accepting the agreement

By accepting these AstroAPI General Terms & Conditions (the "Agreement") , either by accessing or using the API, or authorizing or permitting any individual to access or use the AstroAPI, You agree to be bound by this Agreement.

If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Bloom BV that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "User", "You", "Your" or a related capitalized term herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meanings set forth below.

API: means an Application Programming Interface and any accompanying or related documentation, source code, possible SDKs (software development kits), executable applications and other materials made available by Bloom BV, including, without limitation, through its Developer Website.

Applications: means paid or unpaid web or other software services, applications, developed by User that utilize or interact with the API of Bloom BV or otherwise interact with the services of Bloom BV and are authorized to be Published pursuant to this Agreement.

Content: means User's data uploaded, generated, stored, or transmitted by User to the AstroAPI, as a part of User's use of the services of Bloom BV.

End Users: means the final purchasers or licensees who have acquired products of the User for their own use and not for resale, remarketing or redistribution.

Intellectual Property Rights: means patents, inventions, copyrights, trademarks, design rights, software rights, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Internal Use: means the use of the AstroAPI in connection with User's subscription to a service for User's internal business purposes.

Personal Data: means any information relating to an identified or identifiable natural person.

Privacy Policy: means the Privacy Policy found [here](#).

Publish/Published/Publishing: means the making of any Application available to any Subscriber other than User or for any purpose other than for use by User as a Subscriber for Internal Use.

User: means and refers to an individual or an Entity that has agreed to the AstroAPI User Agreement agreement for use of the services of Bloom BV.

User's subscribers: means and refers to an individual or an Entity that has agreed to a service agreement for use of the services of the User.

User Documentation: means that documentation regarding the operation, guidelines and features and functionality of the AstroAPI that is made available to You as a confirmed User. User Documentation may be modified from time to time. The User Documentation is accesible through Your admin account [https://api.bloom.be/admin.](https://api.bloom.be/admin)

2. Important

Bloom BV provides access to the astrological application programming interface (an "AstroAPI") to enable participants and other persons ("Users") to interface with its systems and/or markets. These AstroAPI General Terms & Conditions (the "General Terms") set out the terms upon which Bloom BV makes its AstroAPI available to Users.

With respect to any individual API, these General Terms may from time to time be supplemented by special terms and conditions (the "Special Terms"). To the extent there is a conflict between these General Terms and the Special Terms applicable to an individual API, the relevant Special Terms will prevail. The General Terms and such Special Terms as are from time to time in force between Bloom BV and a User shall together be referred to as the "AstroAPI User Agreement".

3. Amendments to General Terms

Bloom BV shall be entitled to amend the AstroAPI User Agreement unilaterally from time to time. Following any such amendment an updated version of these General Terms or the relevant Special Terms, as the case may be, will be posted on Bloom BV's website (api.bloom.be) at least 20 banking days prior to the day when the amended version comes into force.

Each User shall be deemed to accept such amendments through its continued use of the relevant API and/or User Documentation with effect from the date on which the amended version of the General Terms or Special Terms comes into force.

4. API Licence

4.1. In consideration of the User becoming bound by and continuing to comply with the AstroAPI User Agreement, Bloom BV grants to the User a non-exclusive, non-transferable, non-sublicensable, revocable right and license to use the AstroAPI as it requires to

send and transmit data to the extent necessary to interface with Bloom BV's system.

5. Restrictions imposed by Bloom on the User

5.1. The non-exclusive, non-transferable, non-sublicensable, revocable right and license to use the AstroAPI (as set out in 4.1.) by the User applies to all languages; except for the Dutch language.

5.2. Acceptance of this Agreement implies that User may use the AstroApi for a single Application in total. If the User wishes to use the AstroAPI for multiple Applications, the User must enter into a new user agreement and subscription plan. In other words: one licence for the AstroApi can be used by the User for one Application. In case of a second, third,… Application, the User must agree to a second, third,… AstroAPI User Agreement and subscription plan. The User therefore agrees to inform Bloom which and how many Application(s) will use the AstroAPI.

5.3. Bloom BV reserves the right to refuse any new requests from new Users, if the conditions set out in this user agreement are not met, or if it turns out that Applications in certain languages are already sufficiently represented in the world.

6. Responsibilities of the User

The licence granted in Section 4 of this Agreement is explicitly conditioned on Users adherence to the following restrictions and compliance with its responsibilities as set forth herein.

6.1. User must comply with all restrictions set forth in this Agreement and the Privacy Policy in all uses of the API. User must also comply with all restrictions set forth in this Agreement. If Bloom BV believes, in its sole discretion, that User has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded User pursuant to this Agreement may be temporarily or permanently revoked, with notice to User.

6.2. In order to use and access the AstroAPI, User must obtain AstroAPI credentials after approval of this Agreement and after payment of the subscription fee. User may not share its credentials with any third party, shall keep such information and all login information secure, and shall use these credentials as User's sole means of accessing the AstroAPI.

6.3. User grants to Bloom BV an overview of the Application(s) which use the AstroApi, for as long as its Applications are Published to a marketplace to:
     (a) market, sell, distribute, use, perform, and display such Applications; and
     (b) permit others to access, install, purchase and (in the case of downloadable
     software applications) download such Applications.

6.3. Any attempt of the User to put the AstroApi's data in the blockchain leads to immediate cessation of the User's account. No refunds will be made by Bloom BV in this case.

7. Content
7.1 Content Accessible Through Our APIs
The content (interpretation texts) in the AstroAPI is the property of Bloom BV and is protected by copyrights.

Content accessible through our AstroAPI may be subject to Intellectual Property Rights. With an active licence to the AstroAPI and an approved subscription plan you have access to the content (interpretation texts). Under no circumstances may this content be reproduced or copied.

7.2 Submission of Content
The AstroAPI allows in the premium and deluxe plans the submission of Content of Your own. Bloom BV does not acquire any ownership of any intellectual property rights in the content that You, the User, submits to the AstroAPI. User hereby grants to Bloom BV during the licensing period an irrevocable, worldwide, royalty-free, and exclusive license to the content which is inserted to be submitted, posted, or displayed to or from the AstroApi through your API User account. When You submit content to our AstroAPI through your API User account, You also represent and warrant that You have all the necessary rights (including the necessary rights from Your End Users) required to grant us the license for use of said Content for the purposes of the API Agreement.

User remains solely responsible for the Content and for ensuring that the Content complies with the AstroAPI User's Agreement and with all legal and regulatory obligations applicable to the Content. Bloom BV assumes no liability or responsibility for any errors or omissions in the Content of the User.

Bloom BV. may monitor, modify, screen, pre-screen or delete the Content, provided any such deletion or substantial modification of Content shall only be carried out by Bloom BV with User's consent or direction. Notwithstanding the foregoing, if any portion of the Content contains material that is harmful to Bloom's systems (for example a virus) or if the Content is harmful to other thrid parties, Bloom BV. reserves the right to act without User's consent to protect Bloom's systems and the AstroAPI in general.

7.3 Retrieval of Content
When a User's subscriber non-public content is obtained through the AstroAPI, you may not expose that content to any other users or third parties without appropriate legal base (such as explicit opt-in consent from the User's subscriber if applicable).

7.4 Prohibitions on Content
Unless expressly permitted by the content owner or by applicable law, you may not, and may not permit Your End Users or others acting on Your behalf to, perform the following operations with the Content returned from the AstroAPI:
   a. scrape data, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

b. copy, translate, modify, and create derivative work, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

c. misrepresent the source or ownership; or

d. remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of materials.

8. Privacy Protection
8.1 Personal Data generated during End User's Use of products and services of the AstroAPI of Bloom BV:

a. By using the AstroAPI, the User becomes the data controller and the User needs to observe any and all applicable privacy laws and regulations.

b. User warrants and undertakes to protect Personal Data of all End Users. User and and User's subscribers shall comply with all applicable privacy laws and regulations including those applying to Personal Data. You shall provide and adhere to a conspicuous privacy policy for Your API client that clearly and accurately describes to End Users what End User information You will collect and how You will use and share such information (including for advertising) with Bloom BV and third parties.

c. User warrants and undertakes to ensure that Personal Data of End Users are only collected and used for the limited purpose which is deemed to be necessary and processed lawfully in accordance with applicable laws, and only retained for the minimum necessary period. Personal Data in User's possession shall be kept safe and secure from any actual or potential abuses.

9. Access to User Documentation
To facilitate the necessary system development by the User, Bloom BV may, on request, make available to the User certain technical information relating to a specific API (the "User Documentation").

The User Documentation is provided on an "as is" basis and without any warranty (express or implied). Bloom BV disclaims all warranties including any implied warranty of merchantability and/or fitness for a particular purpose.

Each User that accesses the User Documentation for the API shall be bound by the terms of the AstroAPI User Agreement from the moment such information is accessed.

10. Account setup
When You become a User Your account will be set up. You will receive the login details (email address + password).

The User is solely responsible for

    a)   the availability, functionality, operation and use of all other facilities needed to access and use the AstroAPI, including any telecommunication lines, hardware equipment, operating platforms and other software;

    b)   the correctness, completeness, timeliness and format of its data (except where Bloom BV is the data source), Content and any other information needed for the functionality of the API, and that such information meets the requirements needed for the functionality of the API;

    c)   any legal arrangements such as registrations, authorisations, licenses, agreements, custom identification details or similar between the User and third parties that are required for the User's use of the API.

    d)   the integration of the AstroAPI in its Application.

Additional rights and obligations applicable to the User may be specified in the relevant Special Terms.

11. Access to and use of API

All access to the AstroAPI goes through https://api.bloom.be/admin.

The functionality of any API is limited to such functionality as Bloom BV decides to make available at any given time, and may change from time to time.

The User shall ensure that:

    (i)   any persons acting on its behalf are properly authorised to do so and acquainted with the relevant API prior to use, and any subsequent changes to it;

    (ii)   the parts of its software and equipment used to access and use the API comply with the requirements to connect to the relevant API (as may be amended from time to time);

    (iii) any log-in credentials provided by Bloom BV to the User to use an API (such as user names, passwords, tokens or API keys) are treated confidentially, used only for the intended purpose and in connection with the relevant API, and that adequate security measures are in place at the User's facilities to prevent unauthorised access or use.

    (iiii) The User is strictly liable for all use of any credentials registered to the User until such time as Bloom BV, following a written request by the User's contact person, has confirmed in writing that the relevant credentials have been disabled.

The User shall use its best endeavours to ensure that:

    (i)   any input placed through the API is not erroneous;

    (ii)   any software and hardware it uses to connect to an API is free from any computer viruses or similar malicious code.

If Bloom BV. at any time has reason to believe that the User's use of an API is causing a security threat to Bloom BV. or other market participants, or is affecting Bloom BV's

or other Users' use of the relevant API in an adverse and unusual manner, Bloom BV may disconnect and/or suspend the User from using the relevant API, and immediately inform the User of such disconnection and/or suspension.

12. API changes

The API is subject to version control. Bloom BV reserves the right to amend any API from time to time and will endeavour to provide the User with reasonable notice of such amendments via the [Bloom BV Website](#).

Following any amendment to the current version of any API, Bloom BV shall be entitled to cease to support all older versions of that API. In such cases, the cessation of support of any older version of the API will be communicated via [Bloom BV's Website](#). Bloom BV will use its best endeavours to ensure that older versions of any API will remain functional, but does not warrant or guarantee that this will be possible.

13. Bloom BV's rights and obligations

13.1. Accessibility

Bloom BV. will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of any API at all times, and to provide the User with reasonable notice of planned system outages and other matters affecting use or access to the API, but will not be responsible for:

a)   any suspension, interruption, temporary unavailability or fault occurring in the accessibility or functioning of the relevant API, unless such suspension, interruption, temporary unavailability or fault is the result of Bloom BV's wilful misconduct;
b)   any loss or damage whatsoever and howsoever arising as may be suffered or incurred in connection with the use of information or services acquired or accessed by the User through use of the API;
c)   any loss or damage whatsoever and howsoever arising as may be suffered or incurred as a result of the malfunction, instability or inaccessibility of the API, equipment or services delivered by third parties or other circumstances for which Bloom BV is not responsible, including Force Majeure as defined in clause 15.3. of this Agreement.

13.2. Monitoring and Management of API Use

By using the AstroApi, the User accepts and agrees that Bloom BV. shall have the right to monitor the User's use of the API to ensure that the API is being used in an appropriate manner. Examples of misuse include but are not limited to:

The retransmission, re-selling or publication in any form whatsoever of any data made available to the User via the API through other Applications than communicated to Bloom BV.
The API not being used as intended – for example by the polling of data more frequently than it is updated.
Unauthorised use of any log-in credentials.

Any infringement of Bloom BV's Intellectual Property Rights in connection with the AstroAPI.
Submitting or amending data requests at a rate that is deemed to be beyond that what is acceptable (as determined by Bloom BV in its absolute discretion).
Any breach of any applicable law.

Bloom BV shall be entitled to take such actions as are reasonably necessary to ensure that the performance of Bloom BV's markets is not impacted by the User's use of the AstroAPI. In the event of any misuse, Bloom BV reserves the right to limit access to the relevant AstroAPI or to suspend or revoke one or more of the User's log-in credentials. In addition, Bloom BV. reserves the right, from time to time, to limit:

The number of data requests and/or submissions made via an API by the User over a given period; or
The amount of data being returned to the User via the API,

in each case as Bloom BV. deems appropriate in its absolute discretion.

13.3. Maintenance and Support
Bloom BV will endeavour to perform all maintenance work to any API outside of trading hours where possible. Bloom BV may also set regular maintenance periods for each API, during which the API may not be accessible.

Bloom BV will provide the User with appropriate guidance documentation and code examples that will provide details on how to access and use the API.

Although Bloom BV will use its best endeavours to ensure that the APIs are functional, Bloom BV shall have no obligation to provide support beyond providing the relevant User Documentation. Any technical assistance required by the User as a result of the integration of any API within the User's business processes will be the User's sole responsibility.

14. Fees, invoicing and payment
Access to the AstroAPI is conditional upon the User paying the applicable monthly, yearly or other fees from time to time as more particularly described on the Bloom BV's Website (https://api.bloom.be/#pricing). Bloom BV shall be entitled to adjust the applicable fees from time to time on not less than twenty (20) banking days' notice via the Bloom BV's Website.

In any case where the User does not pay its fees when due, Bloom BV has the right to suspend the User's access to the AstroAPI on not less than three (3) banking days' written notice without liability to the User and without affecting the fees payable.

15. Breach of contract
15.1. Errors in User Documentation of API
The User shall give Bloom BV immediate written notice if it reasonably believes there to be errors in any API, and Bloom BV shall use its best endeavours to correct such errors within a reasonable time from the receipt by it of such notice.

15.2. Limitation of liability
No warranty (express or implied) is made or given as to the availability of the AstroAPI, or that the functions used or materials accessible or downloaded from them or from the Bloom BV 's Website will be accurate, uninterrupted or free of errors, viruses or other harmful components.

The liability of Bloom BV under the AstroAPI User Agreement shall be excluded in all cases other than where any losses or damage to a User is incurred or suffered as a result of Bloom BV's gross negligence and/or wilful misconduct. To the extent possible under applicable law, Bloom BV shall not be liable to a User for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of its obligations under the API User Agreement. Any liability on the part of Bloom BV will in any case be limited to the last month of subscription to the AstroAPI for the last month by the User under the AstroAPI User Agreement.

The User shall be liable for the loss or damage caused by its acts or omissions.

15.3. Force Majeure
Neither Bloom BV. nor the User shall be liable for any loss or damage, and it shall not be deemed a breach of contract by such party, in respect of any failure on its part to perform any of its obligations under the AstroAPI User Agreement if Force Majeure prevents the performance of such obligations.

A party wishing to invoke Force Majeure must give the other party notice as soon as possible and give the other party such other information as the other party may reasonably request in connection there-with.

16. Confidentiality
The User shall keep technical information and other information received regarding Bloom BV or its business confidential, unless the User has received or receives such information without a duty of confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of applicable law.

17. Term and termination
The User shall be bound by the AstroAPI User Agreement as long as the User continues to access technical information and/or use the AstroAPI.

The AstroAPI User Agreement may be terminated by the User by not less than ten (10) banking days' written notice to Bloom BV (which for the purposes of these API User

Agreement shall include notification via email or other electronic means), whereupon at the expiry of such notice period all access to the User Documentation and/or use of the AstroApi will terminate.

Bloom BV may terminate the AstroAPI User Agreement by written notification to the User if circumstances beyond the reasonable control of Bloom BV make granting further access to User Documentation and/or any API by Bloom BV illegal, impossible or significantly more burdensome or costly than Bloom BV had reason to expect.

Either party may terminate the AstroAPI User Agreement by written notice to the other party if the other party fundamentally breaches its obligations and such fundamental breach is not remedied within five (5) banking days from written notice thereof from the non-defaulting party.

Termination shall not affect rights or obligations accrued at the time of termination. Any provision of the AstroAPI User Agreement which by its nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

Upon any termination of the AstroAPI or discontinuation of Your access to the API, You shall immediately stop using the API, and delete any cached or stored content that was permitted by the initial granted Licence.

18. Miscellaneous
18.1. Communications
Any notice to be given in writing under the AstroAPI User Agreement may be sent by e-mail to Your contact person through astroapi@bloom.be.
Bloom BV may deliver operational messages relating to the User Documentation and/ or the AstroAPI through the Bloom BV's website (https://api.bloom.be/) or through the admin section https://api.bloom.be/admin including information about maintenance periods and amendments of the AstroAPI User Agreement and/or any Special Terms.

The contact person is authorised to represent the User in any and all matters arising out of the AstroAPI User Agreement. This shall not however limit the authority of other persons (if otherwise duly author-ised) to represent the User.

18.2. User Details
The User represents that the User details, including all contact information, is updated, true and accurate at all times, and that Bloom BV shall not be obliged to perform any independent verification of any such information.

The User may at any time amend its own details, including the contact persons, by written notice to Bloom BV or through such other means as Bloom BV may allow from time to time.

19. Assignment
The AstroAPI User Agreement is not assignable without the consent of the other party, such consent not to be unreasonably withheld or delayed.

Notwithstanding the above, Bloom BV may by notice to the User assign or transfer its rights under the AstroAPI User Agreement to any company within the same group of companies as Bloom BV and to any entity which acquires, through share or asset acquisition, business amalgamation or otherwise, the substantial business of Bloom BV relevant to its performance under the AstroAPI User Agreement.

20. Governing law and dispute resolution
This AstroPI User Agreement shall be governed by and construed in accordance with Belgian law, and any disputes arising out of the AstroAPI User Agreement which cannot be settled amicably following negotiations between executive officers of the parties shall be referred to Belgian courts, the venue to be Kortrijk City Court.

21. Severability and modifications

In the event that any provision of this Agreement should be found to be invalid or illegal under the applicable law, such provision shall be deemed to be omitted to the extent of such invalidity or illegality, and the other provisions of this Agreement shall remain valid and in force, and shall continue to govern the relationship between the parties.

In the event of any part of this Agreement being declared invalid or void, the parties shall in good faith negotiate substitute wording which reflects as far and as near as possible the parties' initial intention.

Any amendments or modifications to this Agreement must be made in writing and signed by all parties.

Further information:

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