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LetMC API Service Terms & Conditions

This Agreement is made between

Pinnacle Property (Cardiff) Limited trading as LetMC.com (registration number 3355056) whose registered office is 3-5 Fanny Street, Cathays, Cardiff, CF24 4EG ("LetMC")

Company Name...., Company Registration Number....., Company address ("You" or "Third Party")

Interpretations

"Agreement"	Means these Terms and Conditions.
"You" or "Third Party"	Means the company who has signed this agreement.
"LetMC"	Refers to the business LetMC owned by Pinnacle Property (Cardiff) Ltd.
"LetMC Client"	Means a Client or Customer company of LetMC using LetMC software
"Customer Data"	Means data entered onto LetMC software by "LetMC Client"
"API Service"	Means the API (Application Programming Interface) service supplied via https://live-api.letmc.com/
"Subscription"	Refers to the type of monthly subscription that is limited to use by you.
"Data Tier"	Means the specific set of data supplied via the API Service.

"API Loading"	Means the max number of calls on the "API service" per minute.
"Active Branch"	Means a branch on LetMC software via https://agent.letmc.com
"Monday to Friday"	Excludes all national holidays and the period between Christmas day and New Years day.
"LetMC Data Permission via API Service Agreement"	Means an agreement between "LetMC Client" and "LetMC", accessing "You" permission to access "Customer Data".

1. Minimum Terms.

- 1.1 The Minimum Term is 12 Months.
- 1.2 The earliest the contract can be ended is at the expiry of the 12 months.
- 1.3 Three months notice must be received in writing on company headed paper and acknowledged by a cancellation letter from LetMC to end the Agreement. Upon giving notice to end the Agreement the final 3 months of the subscription charges will become due in full.
- 1.4 Failure to confirm cancellation will result in a continuation of monthly subscription charge.
- 1.5 LetMC will automatically continue the Agreement after the minimum 12 month term and will not seek a resigning of an Agreement. You, not LetMC, are responsible for ending the Agreement as of conditions set out in term 1.3.
- 1.6 LetMC reserve the right to terminate the service with or without cause with immediate effect.

2. LetMC Client Data.

- 2.1 The LetMC Client, not you, not LetMC, shall have sole intellectual property ownership of their Customer Data, and are responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of that data.
- 2.2 The LetMC Client must agree and sign a LetMC Data Permission via API Service Agreement before LetMC opens the data set to you.
- 2.3 The LetMC Client can cancel the LetMC Data Permission via API Service Agreement at any time and with immediate effect.
- 2.4 Request for issuing to LetMC Clients the Data Permission via API Service Agreement is made through LetMC support team. Once the LetMC client has signed the Data Permission via API Service Agreement, the agreed data tier will be activated to your API key.
- 2.5 LetMC is not responsible or liable for the deletion, correction, destruction, damage, permissions, loss or failure to store any LetMC Client Data.
- 2.6 LetMC cannot guarantee the accuracy of data entered, owned and maintained by the LetMC Client.
- 2.7 LetMC does not monitor or is responsible for and the consequences of data accuracy.
- 2.8 LetMC does not monitor or is responsible for the required data permissions.

3. Setup.

- 3.1 Upon receipt of this signed agreement and signed Direct Debit mandate, the API Service key will be issued with access to LetMC test company data.

3.3 Once you have coded a connection to the API service, you will request a LetMC test and sign off. Upon receipt of email confirmation of Sign Off, then term 2.2 will apply.

4. Subscription Fee, Payment terms & Invoicing.

4.1 LetMC grants you a non-exclusive, non-transferable, worldwide right to use the API Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by LetMC.

4.2 Subscription charge is applied to Basic data tier, Customer data tier, Third Party data tier, and Corporate data tier.

4.3 There is no subscription charge for the first three Free data tier API keys issued, upon the issue of the fourth API key, a subscription applies.

4.4 The subscription fee starts on the day LetMC issue you access a LetMC Client API key that allows you to access data via Basic data tier, Standard data tier, and Corporate data tier.

4.5 LetMC fees are exclusive of VAT, and VAT will be charged at the appropriate rate.

4.6 If you believe your invoice is incorrect, you must contact LetMC in writing within 30 days of the invoice date.

4.7 Payment terms are monthly in advance and payment must be by direct debit.

4.8 Details of what data is available in each data tier is detailed on <https://live-api.letmc.com/>

4.9 LetMC can at any time add, modify, limit and remove what data is available per data tier.

4.10 If you exceed the tier calls, the API service will automatically restrict the data call until the minute has expired.

4.11 If you call an active branch beyond the limit set out in the data tier subscriptions you will be automatically charge the additional active branch subscription

5. Late Payment, Suspension and Termination.

5.1 LetMC reserves the right to suspend or terminate this Agreement and your access to the API Service with immediate effect if your account falls into arrears on the close of business of 22nd day of the month.

5.2 API Service will be suspended on 23rd day of the month if payment is not received or if a Direct Debit bounces for any reason. Once payment or proof of payment has been received, service will be reinstated immediately.

5.3 Late payment will result in the option for monthly payment being revoked, and the next 3 months' fees becoming due immediately, unless you are in the first 12 months of your agreement with LetMC, in which circumstances the remainder of the first twelve months' fees will immediately become due in full.

6. API Service Technical Support.

6.1 Available from Monday to Friday 10:00am to 4:00pm, excluding bank holidays and planned closures.

6.2 Email support is included in the monthly Subscription Fee.

6.3 Support requests will be subject to a maximum 24hrs response Monday to Friday.

7. Your Responsibilities.

7.1 You are responsible for all activity occurring under your API Key.

7.2 You shall notify LetMC immediately of any unauthorized use of the API Key or any other known or suspected breach of security.

7.3 You may not allow any third parties access to the API Service.

7.4 LetMC will from time to time upgrade, modify, limit and suspend the API Service. As a user of the API Service, you must accept the upgrade or modification. You are responsible for monitoring upgrade release notes and technical specifications and assessing the impact these changes have on your business. LetMC is not responsible for the cost of implementing changes due to the impact of the upgrade or modification.

7.5 LetMC cannot be held responsible for any losses due to bugs or errors in the API Service.

7.6 You must not under any circumstances publish the LetMC clients short name and API key within any of you code that can be viewed publicly. If LetMC discovers that either short name or API key is published we will revoke the API key with immediate effect.

8. Our Commitment

8.1 LetMC will provide an opportunity proposal detailing an estimated client adoption of third party supplier services based on historic and ongoing patterns.

8.2 LetMC will promote the service for paid API subscription services via the LetMC App Store and via the client LetMC Mailchimp newsletters and promotion emails. Mailchimp open and click through reports can be made available upon request.

9. Restrictions.

9.1 You may not access the Service if you are a direct competitor of LetMC, except with LetMC prior written consent.

10. Internet Delays.

10.1 LetMC API SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

10.2 LetMC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. Business Continuity.

11.1 LetMC API Service are hosted by Amazon Web Services on their EC2 servers in Ireland.

12. Modification to Terms.

12.1 LetMC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the API Service at any time, effective upon posting of an updated version of this Agreement on the API Service Website <https://live-api.letmc.com/>.

12.2 You are responsible for regularly reviewing this Agreement.

12.3 Your continued use of the API Service will be deemed acceptance of these terms and conditions and any amendments made to them from time to time.

13. Marketing.

13.1 From time to time LetMC may use your company and logo for marketing purposes.
13.2 If you do not wish your logo to be used in LetMC marketing, please email Glyn Trott.

14. Governing Law and Jurisdiction.

14.1 This Agreement will be governed by English and Welsh law and both parties agree to be bound by the exclusive jurisdiction of court in England and Wales.

Signed by
Duly authorised to sign for and on behalf of
Pinnacle Property (Cardiff) Ltd

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Date

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Signed by
Duly authorised to sign for and on behalf of
Company Name

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Date

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