

Terms and Conditions

Otomoto API

Thank you for your interest in [Otomoto API](#), through which we provide you with Otomoto API and related [technical documentation](#). Otomoto API provides communication between your Application and the Otomoto platform. Otomoto API is available to promote, facilitate access and allow proper usage of the available services that connect with Otomoto platform. The following Terms and Conditions specify the rules of using Otomoto API by Developers who meet the conditions specified herein and in the terms and conditions of Otomoto platform. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

Otomoto API is evolving and therefore may change. That is why we kindly ask you to regularly visit [OLX Group Developer Hub](#), [Otomoto API motopedia](#) and [Otomoto API documentation](#) to check the updated version of the Terms and Conditions and technical documentation of Otomoto API.

1. General provisions

1. Definitions:

- a. **OLX Group Marketplaces** - an online advertising website operating under the OLX Group brand, designed for posting and viewing of Advertisements, available in the national Internet domain, such as otomoto.pl. For Otomoto.pl, the operator is Grupa OLX sp. z o.o. with its registered office in Poznań, 61-872 Poznań, ul. Królowej Jadwigi 43, entered into the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register (KRS) under KRS number 0000568963, tax identification number (NIP): 7792433421, REGON: 362117960, share capital of: PLN 1 510 000,00.
- b. **OLX Group Developer Hub** - a website through which OLX Group allows developers to enter into an agreement on the use of OLX Group API by the Developer.

- c. **Terms and Conditions** - the terms defining the rules for the Operator to render services to Users electronically via the OLX Group Developer Hub.
- d. **Developer** - a User who has created a Developer Account in accordance with the Terms and Conditions. The Developer is not qualified in the definition of User in the Terms and Conditions of OLX Group Real Estate Marketplaces.
- e. **Partner / Professional User** - an individual who acts as a merchant or professional or a legal person or a company authorized to carry out a commercial activity or provide services using commercial integration technology (Otomoto API), represented by the Programmer in accordance with the Terms and Conditions, which proposes goods or services to users through online intermediation services for purposes related to their commercial, industrial, craft or professional activity;
- f. **User / Application User** - a real person who is over 18 years old and has full legal capacity, a legal person or an organizational unit without legal personality, but which may acquire rights and incur liabilities in its own name and which has created an Account on the Otomoto platform in accordance with the Terms and Conditions. Through the Application the User shall be able to manage their adverts and connect them to the Otomoto.
- g. **OLX Group API or API** - a service rendered by OLX Group that gives developers access to a programming interface that enables the communication between their Application and the API that ensures the functioning of Otomoto. A detailed technical description, including the operation principles and the available communication methods, are described in the technical documentation available [here](#).
- h. **Application** - software created by the Developer via Application Manager, which allows Users to use the OLX Group MarketPlaces via OLX Group API.
- i. **Developer Account** - a personalized information record created in the Application Manager for the Developer to use in OLX Group Developer Hub and OLX Group API.
- j. **Application Manager** - a website through which OLX Group allows developers to manage their Developer Account and their Applications into an agreement on the use of OLX Group API.

- k. **API Key** - a unique Application identifier granted by OLX Group to enable communication with the OLX Group Marketplaces via OLX Group API.
 - l. **Mediation** - a structured process, in the section of Article 3 (a) of Directive 2008/52 / EC.
2. By accepting these Terms and Conditions, you enter into an agreement with a local company of OLX Global, which is the operator of the OLX Group Marketplaces in a given country.
 3. Registration at OLX Group Developer Hub and other legal actions related to the use of the Hub and OLX Group API by the Developer may be done only by a person with proper authorization.
 4. The rules for using the Otomoto, including related fees, are fully stated in the Terms and Conditions on Otomoto.pl website

2. Use License

1. Permission is granted to temporarily download one copy of the materials (information or software) on OLX Group Developer Hub for personal, non-commercial transitory viewing only.
2. OLX hereby grants to the Developer a limited, non-exclusive, non-transferable, revocable, non-sublicensable, royalty-free license during the Term of to use this API (as defined below) solely as necessary to provide the Services under this Agreement and solely as specified in this Agreement, and under this license you may not:
 - a. Modify or copy the materials;
 - b. Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - c. Attempt to decompile or reverse engineer any software contained on OLX Group Developer Hub;
 - d. Remove any copyright or other proprietary notations from the materials; or e. Transfer the materials to another person or "mirror" the materials on any other server.
3. This license shall automatically terminate if you violate any of these restrictions and may be terminated by OLX Group at any time. Upon terminating your viewing of these

materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Rules for using Otomoto API

1. To be able to use Otomoto API, the Developer must write an email request to api@otomoto.pl including email address, email address of a business account that is active on Otomoto, developers company information and contact information: name and surname, phone number.
2. Otomoto decides about the granting of the API key each time and reserves the right to decline the Developer request.
4. The OLX Group API key is given by OLX Group API to the specified Developer.
5. The Developer ensures that:
 - a. No OLX Group API Key will be shared with third parties. The Developer shall be the sole responsible for the usage of the OLX API Key by entities with whom it has shared the OLX Group API Key;
 - b. It has the right to use the Application in a diligent manner and to the extent required to use OLX Group API.
6. The Developer shall act:
 - a. In accordance with the Terms and Conditions of OLX Group Developer Hub and current laws of the OLX Group respective country;
 - b. In accordance with the best interest of the Users and OLX Group, in order to enable convenient and functional use of the OLX Group Marketplaces.
7. The Developer shall in each case provide the Application Users with reliable information on the rules of its use, the security policy, or other information required by the current law.
8. OLX Group reserves the right to verify any Application added by the Developer and to refuse to provide the OLX Group API Key for the Application to the Developer, the Partner will be previously informed of such decision and the reasons that justified it. OLX Group may exercise this right in particular when:
 - a. The description of the Application implies that it is not compliant with the Terms and Conditions,

- b. The use of the OLX Group Marketplace is inconsistent with the Terms and Conditions of each site,
 - c. The use of the OLX Group Marketplace violates the current law or interests of Users or OLX Group.
- 9. If the Developer violates the Terms and Conditions of each OLX Group Marketplace, the Programmer will be previously informed of such decision and the reasons that justified it, OLX Group shall have the right to:
 - a. Send to the Developer a reprimand stating the violation committed by the Developer and calling the Developer to cease such activities;
 - b. Temporarily or permanently block the Developer Account or the OLX Group API Key;
 - c. Terminate with immediate effect the agreement between the Developer and OLX Group signed according to the Terms and Conditions of each OLX Group Marketplace.
- 10. OLX Group reserves the right to block the Test Account or introduce restrictions when the use of this account by the Developer or the Users using it via the OLX Group Marketplace poses a risk of harm or harms the legitimate interests of OLX Group, the functioning of the OLX Group Marketplace or other Users (e.g., publishing real advertisements in an account that should be used only to validate the integration between Partner Application and the OLX Group API).
- 11. OLX Group reserves the right to block the OLX Group API Key or introduce restrictions on the use of the OLX Group Marketplace via the Application when the use of the Application by the Developer or the Users using it via the OLX Group Marketplace poses a risk of harm or harms the legitimate interests of OLX Group, the functioning of the OLX Group Marketplace or other Users.
- 12. The Developer shall be solely responsible to the Application Users for the proper functioning of the Application, its updates and support, in particular the security of Users' data processed through the Application.
- 13. OLX Group shall not be responsible for the improper functioning of the Application caused by changes implemented by OLX Group in the OLX Group API that ensures the functioning of the OLX Group Real Estate Marketplaces.

14. OLX Group stipulates that not all functionalities available on the OLX Group Marketplaces have to be made available to the Developer and the Application Users.
15. The Developer is responsible for performing Integration Tests and also End2End Test, using the test account and credentials provided. OLX Group will provide any support to close tests as soon as possible.
16. Except in cases of recurrence in which the Programmer reiterates his abusive behavior on the platform and which contravenes the API Guidelines, in these situations OLX Group may act without prior notice.
17. After successful integration, the OLX Group can use the partner's logo as a marketing in the OLX Group Developer Hub, as already happens with partnerships between OLX Group Marketplaces and Partners.
18. For the purpose of the previous number, Developer hereby grants to OLX Group a perpetual worldwide, non-revocable, non-exclusive royalty-free license to:
 - a. Reproduce, display and transmit the partner's logo in accordance with this agreement;
 - b. Reproduce the partner's logo in order to allow OLX Group to market and advertise itself and the services which it provides.
19. Technical support is available via email api@otomoto.pl on business days from 8 am to 5 pm (GMT+1).

4. Personal data

1. The Developer's personal data, as well as the rules and scope of disclosure of the Users' personal data to the Developer, are set out in the Otomoto Privacy Policy.
2. The Developer shall not process the Users' personal data for purposes other than allowing them to use the OLX Group Real Estate Marketplace via Application.
3. The Application Users may sign in to the Otomoto in accordance with the OAuth2 standard.
4. The Developer shall not process the incoming messages from private user's as their personal data for purposes other than displaying them to the User's via Application.

5. Reporting issues

1. The Developer may lodge issues on non-performance or improper performance of services rendered by OLX Group under the Terms and Conditions within 3 days from the occurrence of the situation justifying the issue.
2. Requests may be submitted via email to the following address: api@otomoto.pl
3. The request should include at least: Partner Name, Client ID or Client Name and Client Advertisement identification (e.g as a UUID) relevant to the report, the circumstances justifying the report, as well as Developer's specific request related to the report.
4. If the information provided in the report needs to be supplemented, OLX Group shall ask the Developer to supplement it as indicated before considering the complaint.
5. OLX Group shall consider the complaint within 14 days from the date of receipt of a properly lodged report. The Developer shall receive information on how the report is considered via electronic correspondence, to the email address assigned to the Developer Account.

6. Complaints

1. The Developer may lodge complaints on non-performance or improper performance of services rendered by OLX under the Terms and Conditions within 14 days from the occurrence of the situation justifying the complaint.
2. Complaints may be submitted via email to the following address: api@otomoto.pl or in a registered letter sent to the following address: Poznań, 61-872 Poznań, ul. Królowej Jadwigi 43 with the note: OLX Group API Complaint.
3. The complaint should include at least: Partner Name, Developer's e-mail address assigned to the Developer Account, the Application name and Client ID relevant to the complaint, the circumstances justifying the complaint, as well as the Developer's specific request related to the complaint.
4. If the information provided in the complaint needs to be supplemented, OLX shall ask the Developer to supplement it as indicated before considering the complaint.
5. OLX shall consider the complaint within 21 days from the date of receipt of a properly lodged complaint. The Developer shall receive information on how the complaint is

considered via electronic correspondence, to the email address assigned to the Developer Account.

7. Final provisions

1. OLX Group shall have the right to change these Terms and Conditions. The changes come into effect on the date indicated by OLX Group, but not earlier than 15 days from the announcement by OLX Group of information on changes to the Terms and Conditions. Changes to the Terms and Conditions shall be announced via email to all active Partners.
2. In the event of a change to the general clauses of these Terms and Conditions, with the exception of any proposed changes to the wording (which do not change its content), and following the notification of the OLX Group at least 15 days in advance, the programmer , if you so choose, you will have the right to terminate the contract within 15 days of receiving the aforementioned change notification, provided that there are no users integrated via API.
3. If there are users integrated via the Partner application, and after receiving said notification of changes to Grupo OLX, the programmer, if he so wishes, will have the right to terminate the contract whenever he observes a minimum and reasonable period of 30 days for the transition of the operation in question.
4. If the Developer does not accept the changes to the Terms and Conditions, it shall send a relevant statement to the email address: api@otomoto.pl, which will result in the termination of the agreement with Group OLX with a week's notice.
5. Without prejudice to the provisions of paragraph 2 of this Clause, the Developer may terminate the agreement signed with OLX Group under the Terms and Conditions at any time, with a minimum notice period of 30 days to ensure the transition of the operation, by submitting a relevant declaration of will to OLX Group at the following e-mail address: api@otomoto.pl
6. All terms written in capital letters that are not defined herein shall have the meaning assigned to them in the Terms and Conditions of OLX Group.
7. Unless otherwise required by current law, the law applicable to the entire agreement between the Developer and OLX Group under the Terms and Conditions shall be the law applicable to the OLX Group Real Estate Marketplace country.
8. Unless otherwise required by current law, all disputes related to services rendered by OLX

Group through OLX Developer Hub are resolved by the courts of national jurisdiction over the OLX Group Real Estate Marketplace country.

8. Mediation

In order to facilitate the resolution of disputes related to the provision of Services of the OLX Group, and for the purposes of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 ("Regulation 2019/1150") which aiming to promote equity and transparency for professional users of online intermediation services, OLX Group provides a list of intermediaries in order to offer the partner a quick, fair resolution and with satisfactory results.

1. A partner is entitled to a claim in the following cases:

- a. alleged failure of the OLX Group to fulfill its obligations under these Terms and Conditions and Regulation 2019/1150;
- b. difficulties from the technological point of view regarding the operation of the application that may affect the possibility of using the services offered by the partner;
- c. locking the test account or locking the application key in accordance with Clause 3 of these Terms and Conditions.

2. The complaint can be submitted as explained in Clause 6 of these Terms and Conditions.

3. The partner may use the mediation procedure to resolve complaints that arise between OLX Group and a particular partner in relation to the Services provided by OLX Group including on matters that may be the subject of a complaint referred to in point 1 of this Clause. The OLX Group is available to reach an agreement on such complaints through mediators who collaborate with CEDR - Center for the Effective Dispute Resolution). The list of mediators and mediation regulations is available at: <https://www.cedr.com/p2bmediation>. Mediation has associated costs, with the OLX Group being responsible for a reasonable part of the total costs of mediation, in accordance with the provisions provided for in the applicable legislation and in this Clause.

4. The partner is free to choose another mediator as long as he has the necessary skills to exercise the mediation procedure.

5. The mediation option is voluntary, and OLX Group reserves the right to refuse to participate in mediation.

6. Any attempt to reach an agreement through mediation for the purpose of resolving disputes, under the terms of this Clause, does not affect the rights of the OLX Group and the partners concerned to take legal action at any time, before, during or after the mediation procedure.

7. At the request of a partner, before starting (or during) mediation, Grupo OLX must provide the partner with information about the functioning and effectiveness of mediation related to its activities.