Terms of service

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§ 1 Definitions

1. **Website** - website available at https://forexapi.eu
2. **Terms and Conditions** - these Terms and Conditions of the Party.
3. **Service, Electronic Service - all** services provided electronically by the Service Provider to the Service Recipients on the basis of the Regulations via the Website. A detailed description of the Services is available in Appendix 1 attached to these Terms and Conditions.
4. **Service Provider** — Software House Jacek Kobus, ul. Jana Pawła Woronicza 80/105, 02-640 Warsaw, NIP: 959-176-72-57, REGON: 260456974, e-mail address: support@forexapi.eu.
5. **Service Recipient** — a natural person, legal person or organizational unit without legal personality, to whom the law grants legal capacity to use the Electronic Service.
6. **User** - a natural person, legal person or organizational unit without legal personality, to whom the law grants legal capacity to use the resources contained on the Site.
7. **Billing period — the term of** validity of the paid subscription in full. The Service Provider offers two types of billing periods monthly and annual, the choice of the period depends on the package of Services selected by the Service Recipient. All billing periods correspond to the UTC

time zone. For monthly plans, the billing cycle starts exactly on the date and time of purchase and lasts for 30 calendar days. The annual billing period covers a full year from the moment you start your subscription in the UTC time zone.

§ 2 General provisions

1. The website operates on the principles set out in these Terms and Conditions.
2. The Regulations define the types and scope of services provided electronically by the Party, the rules for the provision of these services, the conditions for concluding and terminating contracts for the provision of electronic services, as well as the procedure for complaint proceedings.
3. Each Service Recipient, at the moment of undertaking actions aimed at using the Website's Electronic Services, is obliged to comply with the provisions of these Regulations.
4. In matters not regulated in these Regulations, the following provisions shall apply:
   a) Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended),
   b) Consumer Rights Act of 30 May 2014 (Journal of Laws 2014 item 827),
   c) The Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended) and other relevant provisions of Polish law.

§ 3 Type and scope of Electronic Services

1. Through the Website, the Service Provider enables the use of Electronic Services in the field of processing and sharing data on currency exchange rates.
2. The provision of Electronic Services to Service Recipients is carried out under the conditions specified in the Regulations.

§ 4 Conditions for the provision and conclusion of contracts for the provision of Electronic Services

1. The provision of Electronic Services specified in § 3 paragraph 1 of the Terms and Conditions by the Service Provider is chargeable. The current price list of services is available in Appendix 2 attached to these Regulations.
2. Contracts are concluded for an indefinite period, unless the parties agree otherwise.
3. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:
   a) computer with Internet access,
   b) access to e-mail,
   c) web browser,
   d) activation of Cookies and Javascript in the web browser.
4. The Service Recipient is obliged to use the Website in a manner consistent with the law and good customs, with respect for the personal rights and intellectual property rights of third parties.
5. The Service Recipient is obliged to enter data in accordance with the actual situation.

6. The Service Provider reserves the right to suspend the provision of the service or terminate the contract in the case of the Service Recipient who:
   a) uses the services for purposes incompatible with their intended purpose or to the detriment of third parties,
   b) violates applicable law, regulations or good morals,
   c) conducts competitive activity to the Service provided by the Service Provider using materials obtained during the implementation of the Service by the Service Provider, by duplicating and disseminating the data contained on the Site.

§ 5 Payment for Services

1. Payments are handled by Stripe Inc, 354 Oyster Point Boulevard. South San Francisco, CA 94080.
2. Payment for the Services is made in advance.
3. The day of payment is considered to be the day of crediting funds to the bank account of the Service Provider.
4. Any changes in the price of the Services will be published on the Website no later than the day before their entry into force. Changes regarding covered services will apply to current Users after the end of their Billing Period.
5. The subscription fee should be paid no later than 7 days after the start of the service period. If you do not pay the full amount of the subscription within the specified period, the paid plan will automatically be converted to the "Free" plan for an indefinite period. In this case, the Service Provider will continue to provide the service to a limited extent, in accordance with the terms of the "Free" plan.
6. The Service Recipient may upgrade his plan at any time during the subscription period by making a successful payment of the price difference, proportional to the remaining period. The amount paid for the previous plan will be deducted accordingly.

§ 6 Termination of contract

1. In special cases affecting the security or stability of the ICT system, the Service Provider reserves the right to terminate the Agreement with immediate effect and to cease providing the Service to the Service Recipient.
2. If the Service Provider terminates the Agreement in the manner referred to in § 6 (1), the Service Provider shall reimburse the Service Recipient a fee in the amount proportional to the remaining unused period of access to the Service.
3. You may terminate the Agreement at any time. Termination shall take effect at the end of the Billing Period for which the fee has been paid.
4. Termination of the Agreement by the Service Recipient before the end of the Billing Period does not entitle the Service Recipient to claim reimbursement of the costs incurred for the unused period of access to the Service.
5. Termination of the Agreement by either party shall be in writing. Termination made by e-mail satisfies the requirement of written form.
6. In case of termination of the Agreement by the Service Provider, the Service Recipient will be informed by a message sent to the email address provided during the registration of the account.
7. In case of termination of the contract by the Service Recipient, a message about this fact should be sent to the Service Provider's email address - support@forexapi.eu.

§ 7 Exclusion of Warranties and Limitation of Liability

1. The Service Recipient expressly agrees that he bears the total risk associated with the use or inability to use the Service.
2. The Service Provider does not guarantee that the use of the Service will be uninterrupted and error-free.
3. The Service Provider shall not be liable for costs or damages directly or indirectly related to the use of the Service.
4. The Service Provider is not liable for damages resulting from the lack of continuity of the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, actions and omissions of third parties).

§ 8 Procedure for complaint procedure

1. Complaints related to the provision of Electronic Services by the Service Provider:
    a) Complaints related to the provision of Electronic Services through the Website may be submitted by the Recipient via e-mail to the following address: support@forexapi.eu.
    b) In the above e-mail, you must provide detailed information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the irregularity and contact details. The information provided will greatly facilitate and speed up the consideration of the complaint by the Service Provider.
    c) Consideration of the complaint by the Service Provider takes place immediately, no later than within 14 days from the date of receipt by the Service Provider of the e-mail concerning the subject of the complaint.
    d) The response of the Service Provider regarding the complaint is sent to the e-mail address of the Service Recipient specified in the complaint notification or in another manner provided by the Service Recipient.

§ 9 Intellectual property

1. All content posted on the Website benefits from copyright protection and is the property of the Service Provider. The Service Recipient bears full responsibility for the damage caused to the Service Provider, resulting from the use of any content of the Website, without the consent of the Service Provider.

2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements that make up the content and content of the Site constitutes a violation of the copyright of the Service Provider and results in civil and criminal liability.

§ 10 Final provisions

1. Contracts concluded through the Website are governed by Polish law.
2. These Terms and Conditions are valid from the date of their posting on the Website.
3. The Service Provider has the right to make changes to the Terms and Conditions. It notifies about the changes via the e-mail address provided by the Service Recipient during registration or by an appropriate message after logging in to the website.

Appendix No. 1 - Service Specification

Parameter Name	Service variant (package)						
	Gratuito	Basis	Advanced	Profesional	Basis	Advanced	Profesional
	30 days				1 year		
Supported currencies	basic	basic	All	All	basic	All	All
Data refresh rate	4 hours	2 hours	60 minutes	up to 1 minute	4 hours	60 minutes	up to 1 minute
Limit of queries during the period	1 000	10 000	100 000	500 000	120,000	1 200 000	6 000 000
Acceptable request limit exceeded at no additional cost	-	10%					
Limit of IP addresses from which data can be accessed	No limit						
Ability to increase the query limit in the plan	not			so	not		so
Technical Support	-	Email		Email, phone	Email		Email, phone

Appendix No. 2 - Fees

Monthly fees for the use of services. All prices are expressed in gross amounts including VAT.

Service variant name	PLN	EUR	USD	GBP
Gratuito	0	0	0	0
Basis	59.00 month/569.00 year	13.99 month/129.00 year	14.99 month/139.00 year	11.99 month/115.00 year
Advanced	199.00 month/1910.00 year	45.99 month/439.99 year	49.99 month/477.99 year	39.99 month/382.00 year
Profesional	399,00 month/3830.00 year	89.99 month/881.99 year	99.99 month/957.99 year	79.99 month/765.99 year

Name of the service	PLN	EUR	USD	GBP
Additional 1000 queries above the limit specified in the service variant	10.00	2,30	2,50	2,00

Example:

For customers enrolled in the Basic plan at a price of €12.99, a limit of up to 10,000 queries is included. If the usage exceeds this allocation by 2500 queries, for a total of 12,500 queries in the billing period, an additional fee of EUR 2.30 will be charged. This ensures transparent and proportionate billing according to actual usage.