

SECURITIES AND EXCHANGE COMMISSION (SEC) API MARKETPLACE

SUBSCRIPTION AGREEMENT

1. Purpose of Agreement

This Agreement outlines the terms and conditions under which the **Securities and Exchange Commission (SEC)** will grant the Subscriber access to the **API Subscription Developer Portal ("API Service")**, including usage rights, support, and payment obligations.

2. Services Provided

The **SEC** agrees to provide the Subscriber with access to the following services:

- Access to the API Service and its APIs for development, testing, integration and implementation of IT applications that support the Subscriber's business operation.
- Documentation and reasonable technical support on the use of the API Service.

3. Subscription Plan

The Subscriber agrees to subscribe to any of the following subscription plans and pay the corresponding fee:

Plan	Fee	Details
Free	Not Applicable	10 API Calls per day
Package A	10,000.00	100 API Calls (Php 100/call)
Package B	50,000.00	1,000 API Calls (Php 50/call)

All subscription fees are non-refundable. Subscriber waives any right to request a refund for any reason, including partial or non-use, or dissatisfaction with the service.

Each subscription plan is valid for **one (1) year** from the date of account activation. Upon expiration, any remaining unused API call credits automatically expire and are forfeited without compensation, unless the subscription is renewed.



4. Terms of Use

- The Subscriber is granted a limited, non-exclusive, as-is, revocable right, non-sub licensable and non-transferable license to access and use the API Service solely for developing, testing, integrating and implementing applications to support business operations. The Subscriber's account, subscription, API credentials, API keys/tokens, and associated usage rights are strictly non-transferable and may not be assigned, shared, leased, or transferred to any other individual, entity, affiliate, or third party.
- The Subscriber agrees to use the API Service in compliance with laws, rules, and regulations promulgated by the relevant government agencies, including but not limited to, data privacy rules, whenever applicable.
- The Subscriber is responsible for ensuring that their use of the API Service, including data transmission, is secure and compliant with all relevant data protection laws.
- The Subscriber is responsible for the confidentiality and proper use of their API keys/token and shall notify the **SEC** immediately in case of any unauthorized use.
- The Subscriber shall not sell, resell, redistribute, sublicense, publish, commercialize, or otherwise exploit for monetary gain any data, information, or output obtained through the API Service, whether in whole or in part.
- Any unused or unconsumed API call credits remaining under the Subscriber's subscription plan shall be non-transferable, non-convertible to cash, and may not be carried over, reassigned, or credited to another account, subscription, or billing period.
- **Prohibited Activities**
The Subscriber shall not:
 - Use the API Service and its APIs in any way that is unlawful, harmful, or violates any applicable laws or regulations. This includes, but is not limited to, using the API Service and its APIs for any activities that involve spamming, hacking, or disseminating malware;
 - Attempt to reverse engineer, decompile, or disassemble the APIs or otherwise attempt to derive or gain access to any software component, underlying ideas algorithms, structure, or organizational form of the APIs, in whole or in part;
 - Repackage, share or resell the APIs and API Service to any third party;
 - Interfere with, modify or disable any features, functionality or security controls of the API Service;
 - Defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the API Service;
 - Use the API Service and its APIs in a manner that could harm or disrupt the **SEC's** services.

- The **SEC** may update the API Service and its APIs from time to time, subject to reasonable notice to the Subscriber.
- All intellectual property rights in the API Service, including but not limited to the APIs, documentation, and portal interface, are and shall remain the property of the **SEC**.

5. Relationship Among the Parties

- Nothing in this Agreement shall create an agency, broker, joint venture, or partnership relationship among the SEC and the Subscriber;
- No Party shall, by virtue of this Agreement, have the power or authority to enter into any agreement or undertaking for or to act on behalf of or otherwise to bind the other Parties as to any matter or thing to be done about the subject matter of this Agreement; and
- The employees of each Party shall remain its employees, and the employer concerned shall be solely responsible for the wages, benefits, and emoluments of such employees.

6. Confidentiality

The SEC and Subscriber agree to maintain the confidentiality of any proprietary or sensitive information disclosed by either party during the term of this agreement. This includes but is not limited to, API keys, technical specifications, data accessed through the API, and any business or financial information shared with this subscription.

7. Termination

The SEC reserves the right to suspend or terminate the Subscriber's access to the API Service in case of any breach of this agreement or unauthorized use of the Services. Upon termination, the SEC will revoke the Subscriber's access to the API services, and any further use must cease.

Upon termination or expiration of the subscription, any remaining unused API call credits shall automatically be forfeited without compensation or refund.

Subscriber's Acceptance

I, _____, have read and understood the terms and conditions of this subscription agreement and agree to be bound by them.

Authenticate the document using the Electronic Submission Authentication Portal - ESAP (<https://esap.sec.gov.ph>)