



API ACCESS TERMS

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These API Access Terms (the “Access Terms”) are a contract between you and Redpine Technology AB (reg. no. 559499-8824), Sweden (“Redpine”, “we”, “us”). They govern your access to and use of third-party content (“Content”) through the Redpine platform (the “Platform”) when you sign up and use it online, without signing a separate agreement.

Accepting these terms. By clicking to accept, generating an API key, authenticating to the Platform, or otherwise accessing or using the Platform or any Content, you agree to these Access Terms, which take effect between you and Redpine on that date (your “Effective Date”). If you are acting for an organization, you confirm you have authority to bind it. If you do not agree, do not use the Platform.

Who can use it. The Platform is for professional and commercial use. By accepting, you confirm you are at least 18 (or the age of majority where you live) and are not on any sanctions or restricted-party list.

Key terms used in these Access Terms are explained in “Words we use” below, and our acceptable-use rules are set out in in Section 4. If there is any conflict, these Access Terms control unless an Access Order expressly says otherwise.

Words we use. To keep these terms readable, here’s what the capitalized words mean:

- **Content** - the data you access through the Platform, made available by a content partner (the “Content Partner”).
- **Platform** - the Redpine platform, including its API, MCP and CLI interfaces
- **Permitted Use** - the rights granted for a specific piece of Content, including any restrictions and limitations
- **Outputs** - any summary, synthesis, citation or response generated or obtained by an Agent using Content.
- **Agent** - a software system, including AI or agentic systems, that queries the Platform on your behalf. You remain fully responsible and liable for it.
- **Order / Access Order** - an optional signed order (mainly for enterprise customers) setting committed scope, pricing, term and any special terms. Where one is in place, it can override these terms as expressly stated.
- **Flow-Down Terms** - extra dataset-specific conditions a Content Partner requires for its Content, which you must also follow.
- **System Data / Derived Data** - operational, aggregated or anonymized data generated from running the Platform; owned by Redpine.

1. How access works

1.1 Redpine provides controlled, transaction-based “micro access” to proprietary Content made available by content partners (each a “Content Partner”). Access is through the Platform API and MCP/CLI interfaces only and there is no direct access to the underlying storage. Each interaction is a single request-and-response transaction.

1.2 Your rights are limited to what these Access Terms grant and what the Permitted Use allows for the specific Content you access. Access is temporary and revocable.

2. What you may do (Permitted Use)

2.1. You may use Content and Outputs only as allowed by (a) these Access Terms; (b) the Section 4 acceptable-use rules; (c) the Permitted Use shown for the Content; and (d) any conditions surfaced on access. Depending on the Content, this may include internal, external or commercial use, retrieval-augmented generation (RAG), or AI training, but only to the extent the Permitted Use for that Content expressly allows. Never assume a right not shown for the Content.

2.2 Outputs may not be unique; other users may receive similar Outputs, and Outputs generated for other users are not yours.

3. Content, catalog and fees

- **Selection.** You choose the Content you access. The description, Permitted Use and any dataset-specific conditions shown for a Content source govern your use, and you accept them on access.



- **Attribution.** Each API response identifies its Content source; you must preserve that attribution (see Section 4.5).
- **Ceiling.** You never get greater rights in any Content than the Content Partner has authorized.
- **Catalog changes.** We may add, change or withdraw Content at any time; a withdrawal is not a breach and creates no liability for us.
- **Access Orders.** Enterprise customers may sign custom Access Terms and an Access Order for scope, pricing, term and special terms, which prevail over these Access Terms to the extent expressly stated.

4. Acceptable use

These acceptable-use rules apply to you and to every Agent acting on your behalf. Each breach is a material breach of these Access Terms.

4.1 Permitted use. Subject to the Permitted Use for the relevant Content, you may use Content and Outputs to (a) read, retrieve and analyze them in the normal course of business; (b) generate Outputs that don't reproduce substantial portions verbatim, keep attribution, and don't substitute for the Content Partner's products; (c) show short excerpts to end users where the Order allows; (d) use them internally for research and product development; and (e) follow links to the Content Partner's site to buy or access full versions. Using Outputs with general-purpose tools is fine, provided it doesn't amount to training, persistence or dataset creation outside the Permitted Use.

4.2 Prohibited use of Content and Outputs. Except as the Permitted Use for the Content expressly allows, you must not use Content and Outputs to train or improve any AI or machine-learning system; persist, store, index or redistribute them beyond transient use needed for your internal and non-commercial workflow; systematically extract them or convert controlled access into bulk or dataset-level access; replicate, compete with or undermine the Content Partner's products or services; reconstruct the underlying Content from any Output or derived representation; or circumvent, reverse engineer or interfere with the Platform's safeguards. You must preserve all attribution and proprietary notices, and delete any permitted embeddings or vector indexes when your Order or Platform access terminates.

4.3 Prohibited conduct and material. You won't use the Platform, Content or Outputs (and won't let any Agent, user or third party use them) for any unlawful, infringing or harmful purpose, including to infringe a third party's intellectual property or other rights; to create, store or transmit illegal, fraudulent, abusive, hateful, defamatory or sexually exploitative material (including any content that sexualises minors, and any deepfake); to distribute malicious code or damage or interfere with the Platform or any third-party system; or otherwise to violate applicable law or any privacy or publicity right.

4.4 Agents and human oversight. These rules apply in full to any Agent you use, and you remain responsible for it; the Platform may itself use agentic AI. Outputs are AI-generated and may contain inaccuracies, errors or hallucinations, so don't use them as the sole basis for a decision with legal or similarly significant effects on a person without meaningful, independent human review. You are solely responsible for validating Outputs before relying on them.

4.5 Attribution. Keep any attribution or notices the Platform provides in your Outputs, and ensure attributions in your systems accurately reflect the source. Keep any attribution required by an Order, and don't remove, obscure or alter any proprietary notice.

4.6 Security. You are responsible for all activity under your API key and account. Provide accurate registration details and keep them current; keep your key and credentials confidential and secure; don't share them outside your organisation; and disable access for anyone no longer authorised. Don't introduce malicious code or use the Platform to introduce it to any other system, and ensure any Agent stays within rate limits and safeguards and follows all Content and Output restrictions. You are responsible, at your own expense, for the equipment, software, connectivity and security controls you need. Tell us immediately of any suspected vulnerability or breach, any unauthorised use of your key, or any use that may violate a Content Partner's rights.

4.7 Compliance with laws. You will comply with all laws applicable to your use of the Platform, Content and Outputs. These may be subject to U.S. and EU export-control and sanctions laws; you confirm you are not located, organised or resident in an embargoed territory and not on any restricted-party list, and won't make the Platform, Content or Outputs available to anyone who is. You won't give, promise, accept or solicit any improper payment, bribe or kickback. Where your Permitted Use includes AI training, you are solely responsible for complying with all laws applicable to developing, training, deploying and marketing the resulting model, including the EU AI Act (Regulation (EU) 2024/1689), and Redpine



takes on none of those obligations for you. You will also cooperate with any audit or compliance investigation we run under our agreements with Content Partners.

5. Enforcement and changes

5.1 Enforcement. Each breach of the acceptable-use rules is a material breach of these Access Terms and may result in immediate suspension or termination of your access. Content Partners may enforce these rules directly against you under your direct promise in Section 10.

5.2 Changes. We may update these acceptable-use rules on at least 14 days' notice. If you don't accept a material change, stop using the Platform. Changes to the rest of these Access Terms are covered in Section 16.

6. Payment

6.1 Fees & Usage. Unless stated otherwise in an Access Order, access is billed per use (via credits or queries) at the current platform rates, which may change without notice. Rates in an Access Order are fixed for that order's term. The platform's transaction logs are the final record of your usage and fees.

6.2. Payment Terms. Fees are in USD (unless an Access Order states otherwise), billed monthly in arrears, and due within 30 days. Overdue balances may accrue interest at 1.5% per month (or the legal maximum, if lower). If an undisputed invoice is more than 30 days overdue, Redpine may suspend your access after giving you at least 10 days' notice. Fees exclude taxes, which are your responsibility (except taxes on Redpine's income).

6.3 Credits. All credit purchases made on the Platform are final and non-refundable, carry no cash value, and are not eligible for cash back or redemption under any circumstances.

7. Free access

We may offer limited free, demo, evaluation or trial access. Free access is provided "as is", without any warranty or service levels, and may be changed, limited or terminated at any time without notice.

8. Suspension, termination and what happens after

8.1 By Redpine. We may suspend or terminate your access without prior notice if: (a) you materially breach these Access Terms; (b) we reasonably determine prohibited use has occurred, likely occurred, or is likely to occur; (c) a Content Partner reasonably requests it; or (d) continued access creates a legal, security or compliance risk.

8.2 Term & convenience. These Access Terms remain in effect for as long as you maintain authorized access or hold a valid API key. Either party may terminate this agreement for convenience upon 30 days' written notice, and you may also close your account directly through the platform where available. Upon termination, any unused credits remaining in your account are entirely non-refundable and will not be reimbursed. Termination does not relieve you of any outstanding payment obligations to Redpine.

8.3 After termination. When access ends, your rights end immediately and you must permanently delete all copies of Content and Outputs. You'll certify deletion if we ask. The sections on Permitted Use, acceptable use, fees, IP, confidentiality, the direct undertaking, indemnity, liability and governing law survive termination.

9. Intellectual property

Content accessed through the Platform belongs to the relevant Content Partner, and you acquire no ownership or IP rights in it. Where an Output is original expression, you own it, subject to the Content Partner's underlying rights - and you must not use any Output to infringe those rights or breach these Access Terms. All rights in the Platform remain with Redpine, and System Data and Derived Data are owned by Redpine.

10. Your direct promise to Content Partners

By accessing any Content, you make a direct, independent promise to each Content Partner whose Content you access that you will comply with (a) these Access Terms, including the acceptable-use rules in Section 4, and (b) any dataset-specific conditions or Flow-Down Terms for that Content. This promise is enforceable by each Content Partner in its own name,



independently of Redpine. It is not reduced by the liability caps in these Access Terms, arises automatically on first access, and cannot be revoked without the Content Partner's written consent.

11. Indemnity

11.1 Your indemnity. You will defend, indemnify and hold harmless Redpine and the relevant Content Partner against third-party claims arising from your breach of these Access Terms or the acceptable-use rules in Section 4, or from your or your Agents' misuse of Content or Outputs. We'll notify you of the claim and give you control of the defence; you may not settle in a way that admits fault, imposes obligations on us, or fails to fully release us without our consent.

11.2 Redpine's IP indemnity. If you have an Access Order, Redpine will defend you against third-party claims that Content or Outputs, used strictly within the Permitted Use and in compliance with these Access Terms and the acceptable-use rules, infringe that party's IP rights, and will cover the resulting awards and reasonable costs. Our liability here is limited to what we actually recover from the relevant Content Partner for the same claim (a pass-through), and standard exclusions apply (e.g. use outside the Permitted Use, combinations with non-Redpine materials, or continued use after we ask you to stop). This is your sole remedy for IP infringement by Content or Outputs.

12. Warranties and disclaimers

Each party warrants it has authority to enter into these Access Terms. We are committed to keeping the Platform functional and accurate and will exercise reasonable care to minimise interruptions. To the maximum extent permitted by law, the Platform, Content and Outputs are otherwise provided "as is" and "as available". Outputs are AI-generated and may contain inaccuracies or errors. Verify them before you rely on them.

13. Liability

13.1 To the maximum extent permitted by law, Redpine will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, or for lost profits, revenue, data, goodwill or business opportunity, however caused.

13.2 Redpine's total aggregate liability under these Access Terms and any Access Order will not exceed the fees you paid Redpine in the six months before the first event giving rise to liability. If you are on a free tier or paid no fees in that period, our maximum aggregate liability is USD 100. Amounts paid under the IP indemnity count toward this cap. Nothing limits liability for fraud or wilful misconduct, or any liability that cannot be limited by law.

13.3 These limits do not reduce your obligation to pay fees properly due, or your liability under your direct promise to Content Partners (Section 10), the indemnity (Section 11), or for breach of the Permitted Use, the acceptable-use rules or confidentiality.

14. Confidentiality

Content accessed through the Platform is confidential — don't disclose it except as permitted in Section 2 or by an Access Order. Your queries, prompts and usage patterns are your confidential information; we won't disclose them to Content Partners except in aggregated, anonymised form, as required by law, or with your consent. These confidentiality obligations survive for three years after termination.

15. Governing law and disputes

These Access Terms are governed by the laws of Sweden (excluding its conflict-of-laws rules and the UN CISG). The parties will first try to resolve any dispute through good-faith negotiation between senior representatives for 30 days. Failing that, the dispute will be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), seated in Stockholm and conducted in English. Either party may still seek interim or injunctive relief from any competent court to protect its IP or confidential information. Each party waives any right to a jury trial.

16. Changes to these terms

We may update these Access Terms and the linked policies from time to time. We'll post the updated version with a new "last updated" date and, for material changes, give at least 14 days' notice (for example in-product or by email). Continued use after a change takes effect means you accept it.



17. General

- **Data protection.** Personal data we process for our own operational purposes (contracting, account administration, billing and support) is processed by Redpine as an independent controller in accordance with our Privacy Policy. Where you submit personal data of other individuals through the Platform, we process it on your behalf as processor under our Data Processing Agreement (DPA), which is incorporated by reference.
- **Assignment.** You may not assign these Access Terms without our consent; we may assign to an affiliate or in connection with a merger, acquisition or sale of substantially all our assets.
- **Force majeure.** Neither party is liable for failure or delay caused by events beyond its reasonable control; this does not excuse payment of amounts already due.
- **Third-party rights.** Only Content Partners may enforce these Access Terms (through the direct promise in Section 10); no other third party may enforce any term.
- **Entire agreement.** These Access Terms, the linked policies and any Access Order are the entire agreement between us on this subject and replace earlier discussions. If any provision is unenforceable, the rest stays in effect, and no delay in enforcing a right is a waiver.
- **Contact.** Questions or notices: email legal@redpine.ai.