

Terms of Service

bigapi.dev

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1. Provider and scope

These Terms of Service ("Terms") govern the use of the API services available at `api.bigapi.dev` and related websites (the "Service"), provided by **Artoption GmbH**, Am Wiesenrain 14, 71720 Oberstenfeld, Germany ("we", "us"). By creating an API key or using the Service, you agree to these Terms.

2. Service description

The Service provides file-processing operations (such as rendering HTML/Markdown to PDF, PDF manipulation, OCR, and image processing) via an HTTP API and an MCP server. Operations are billed per use from a prepaid balance. Prepaid balance, bonus credit, and free operations do not expire. Failed operations (non-2xx responses caused by the Service) are not charged.

3. Business use

The Service is directed at businesses, developers, and professional users within the meaning of § 14 BGB. By using the Service you confirm that you are acting in a commercial or professional capacity and not as a consumer.

4. API keys and account

Your API key is your account credential. You are responsible for keeping keys confidential and for all use made with your keys. Keys are stored by us only in hashed form and cannot be recovered; replacement keys can be generated via your personal account link. You may set spending caps per key; you are responsible for configuring caps appropriate to your use, including automated/agent use.

5. Acceptable use

You may not use the Service to process, create, or distribute content that is unlawful, infringes third-party rights (including copyright and data-protection rights), or is intended for fraud, malware, or abuse; nor may you attempt to disrupt, overload, or reverse-engineer the Service. We may throttle, suspend, or terminate access in case of abuse. Rate limits apply.

6. Your content and responsibility

You retain all rights to files and data you submit. You are solely responsible for ensuring that you have the necessary rights to the content you process and that your use complies with applicable law. We process submitted files solely to perform the requested operation and delete them after delivery of the result; see our Privacy Policy and, for business customers, our Data Processing Agreement (DPA).

7. Availability

We provide the Service with reasonable skill and care on a "best effort" basis. We do not guarantee uninterrupted availability, specific response times, or fitness for a particular purpose. Maintenance windows, updates, and factors outside our control may temporarily affect availability. Because the Service is prepaid and failed calls are free, no charges are incurred for operations the Service does not deliver.

8. Prices and payment

Current prices are published at bigapi.dev and via the pricing endpoint. Payments are processed by Stripe as merchant of record; Stripe issues invoices and handles applicable taxes. Top-ups may earn bonus credit as displayed at the time of purchase; bonus credit has no cash value and cannot be paid out. The optional monthly auto top-up is a subscription that can be canceled at any time with immediate effect via the account page; already-credited balance remains. Prepaid balance is non-refundable except where required by law or expressly agreed.

9. Liability

We are liable without limitation for damages caused by intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit), for injury to life, body, or health, under the German Product Liability Act, and to the extent of any guarantee we have expressly given.

In cases of slight negligence (einfache Fahrlässigkeit), we are liable only for breach of essential contractual obligations (Kardinalpflichten) – obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you regularly rely – and in such cases our liability is limited to the foreseeable damage typical for this type of contract.

In all other respects, our liability is excluded. To the extent our liability is limited as set out above, the aggregate liability per contract year is limited to the total fees you paid for the Service in the twelve (12) months preceding the event giving rise to the claim, or USD 1,000, whichever is higher.

We are not liable for loss of data to the extent the damage would have been avoided by reasonable, regular data backups on your side; note that the Service by design does not store your files after delivery.

10. Indemnity

You will indemnify us against third-party claims arising from your content or your unlawful use of the Service, including reasonable costs of legal defence, unless you are not responsible for the underlying breach.

11. Data protection

We process personal data in accordance with our Privacy Policy. For customers processing personal data through the Service, our Data Processing Agreement (Art. 28 GDPR) applies; it is available on our website and upon request. Files are processed on servers in Germany and deleted after delivery of the result.

12. Changes to the Service and these Terms

We may modify the Service (including adding or retiring individual operations) provided the core functionality you have paid for remains available or an equivalent is offered. We may amend these Terms with effect for the future; we will publish amended Terms with a reasonable notice period. If you continue using the Service after the notice period, the amended Terms apply.

13. Term and termination

The contract runs indefinitely. You may stop using the Service at any time; revoking all keys ends active use. We may terminate for good cause, in particular abuse under Section 5. Statutory termination rights remain unaffected. Upon termination for good cause attributable to you, remaining balance is forfeited to the extent permitted by law.

14. Force majeure

Neither party is liable for failure to perform caused by events beyond its reasonable control, including outages of upstream providers, power or network failures, acts of authorities, or labour disputes, for the duration of such events.

15. Final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction is Stuttgart, Germany. Should individual provisions be invalid, the remainder of these Terms remains unaffected. The English version is provided for convenience.