

General Terms and Conditions for the use of the PRISMA API Service

as of 01 March 2023

Article 1 Scope of application

1. These Terms and Conditions are valid between:
 - PRISMA European Capacity Platform GmbH (hereinafter referred to as "PRISMA")
and
 - any Customer who orders the PRISMA API Service (hereinafter referred to as "Customer").
2. The provisions of the Platform Usage Contract shall apply mutatis mutandis for the use of the PRISMA API Service unless these Terms and Conditions provide otherwise.
3. Should the Customer not be registered on the PRISMA platform, placing an order for the PRISMA API Service and accepting these Terms and Conditions implies the Customer's acceptance of PRISMA's Privacy Policy and the General Terms and Conditions for Use of the PRISMA Capacity Platform as published at <https://www.prisma-capacity.eu/gtcs>.

Article 2 Definitions

Each capitalized term within these Terms and Conditions shall have the meaning provided below:

- **"API Service"** means Application Programming Interface Service that allows the Customer to request and post data to the PRISMA platform directly from their IT system.
- **"Platform Usage Contract"** means the contractual relationship established between the Customer and PRISMA following successful registration of the Customer and subject to acceptance of PRISMA's privacy policy and the General Terms and Conditions for the Use of the PRISMA Capacity Platform published at <https://www.prisma-capacity.eu/gtcs>.
- **"Text Form"** means a readable declaration, in which the person making the declaration is named. The Text Form must be made on durable medium. A durable medium is any medium that enables the recipient to retain or store a declaration included on the medium that is addressed to him personally such that it is accessible to him for a period of time adequate to its purpose, and that allows the unchanged reproduction of such declaration; e.g. declarations via email and fax.
- **"User Administrator"** means a natural person granted by the Customer, via power of attorney, the legal capacity to perform the functions and obligations as stipulated in Article 7 of the General Terms and Conditions for the Use of the PRISMA Capacity Platform as published at www.prisma-capacity.eu

Article 3 Conclusion of contract

By selecting and clicking on the "order now"-button, the Customer bindingly orders the respective PRISMA API Service package. This PRISMA API Service can only be ordered by the Customer's User Administrator.

Article 4 Service packages

1. PRISMA offers its API Service within different packages, which comprise a different level of services and access via REST API related to confirmations, reporting data and transactions of the PRISMA platform.

2. The respective services of the different PRISMA API Service packages and the technical requirements thereto, are subject to the respective technical specification and service description as provided by PRISMA at: <https://help.prisma-capacity.eu/support/solutions/articles/36000088473-prisma-api-business-information>

Article 5 Token

A valid token will be created upon confirmation of the ordering process by the Customer. This token must be used to authenticate against the PRISMA API. The token may be newly generated at any time. The Customer is obliged to treat the respective valid token strictly confidential to avoid any abusive behaviour.

Article 6 Fees

1. For the provision of the ordered PRISMA API Service package, the Customer shall pay a yearly fee as displayed and confirmed for the respective API Service package. Subscriptions made during the year will be charged on a monthly pro-rata basis for the remainder of the relevant calendar year. The respective fee will be invoiced once a year at the beginning of the calendar year or as soon as reasonably possible after subscription of the service.
2. Fees mentioned in these Terms and Conditions are net sums in Euro and are subject to applicable taxes.

Article 7 Terms of payment

1. The fees shall be paid via SEPA business to business direct debit scheme on an inter-bank level. For this purpose, the Customer must provide a SEPA mandate form as part of the ordering process. With this mandate form, the Customer authorises (i) PRISMA to send instructions to the Customer's bank to debit the Customer's account and (ii) the Customer's bank to debit Customer's account accordingly. This mandate is intended for business-to-business transactions only.
2. The Customer will receive a pre-notification fourteen (14) days prior to the debit from the Customer's account. The Customer must ensure sufficient funds are available in their account.
3. Costs incurred due to non-payment or rebooking of a direct debit shall be borne by the Customer if the non-payment or rebooking was caused by the Customer.
4. The SEPA mandate may be revoked by the Customer by sending a corresponding declaration in Text Form to PRISMA, with the result that subsequent payment transactions will no longer be authorised.

Article 8 Service duration, termination

1. The PRISMA API Service may be terminated by the Customer at any time by deactivating the service in the web interface and by sending a corresponding termination request in Text Form to the PRISMA e-mail-address displayed (helpdesk@prisma-capacity.eu).
2. The termination and deactivation shall take effect to the end of the respective calendar year. The termination can only be done by the Customer's User Administrator.
3. PRISMA may suspend and terminate the PRISMA API Service by notice in Text Form with notice period of six months to the end of the respective calendar year.
4. The Customer may downgrade the selected PRISMA API Service package at any time by sending the corresponding downgrade request in Text Form to the PRISMA e-mail-address displayed (helpdesk@prisma-capacity.eu). The downgrade shall take effect from the beginning of the respective next calendar year.