



Terms of Use for NFON AG APIs

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1. Scope and Subject Matter of the Agreement

These Terms of Use govern the use of the programming interfaces ("Application Programming Interfaces", "APIs") provided by NFON AG ("NFON") by entrepreneurs within the meaning of §§ 14, 310(1) of the German Civil Code (BGB) ("Users").

By using the APIs, you accept these Terms of Use. Any conflicting terms proposed by the User shall not form part of the agreement unless NFON expressly agrees to them in writing.

2. Covered APIs

These Terms of Use apply to all APIs officially provided by NFON, in particular:

- **CTI API** – Enables the integration and control of telephone functions via computer systems.
- **Service Portal API** – Enables the management of telephone system configurations.

The full list is regularly updated and published on the NFON website.

3. Definitions

- **Authentication Data:** Individual information (e.g., API key, username/password, or other authentication mechanisms) used to identify and authenticate the User or a system with the API.
- **Fair Use:** Reasonable use of the APIs without placing excessive load on the system.
- **API Change:** Any modification, adjustment, extension, restriction, deprecation, or discontinuation of one or more APIs or parts thereof.

4. Usage Rights

4.1 License Grant

NFON grants the User a non-exclusive, non-transferable, non-sublicensable, revocable, and term-limited right to use the APIs solely for integration into their own applications or systems for internal business purposes.

4.2 Usage Restrictions

The User is, in particular, not entitled to:

- Decompile, disassemble, or reverse-engineer the APIs,
- Copy, distribute, or make the APIs publicly accessible,
- Circumvent security measures or enable unauthorized access,
- Replicate NFON services or use them for competitive purposes (or enable third parties to do so),
- Store, transmit, or include malicious code, malware, or spam via the APIs,
- Impair the stability, performance, integrity, or security of the APIs, servers, or networks,
- Grant third parties access to support competing products or services,
- Sell, resell, rent, lease, sublicense, syndicate, or offer access to the APIs or API data as a standalone service or product (including API proxying, aggregation, or rebranding), particularly in a manner that allows third parties to avoid obtaining their own direct access to the APIs.

Charging fees for your own applications, solutions, or services is permitted, provided that API access is not offered as a standalone paid service and all usage restrictions under these Terms are adhered to.

- Use the APIs without valid access credentials.

5. Fair Use and Technical Protective Measures

- The APIs may only be used to an extent that does not compromise the stability, security, or performance of NFON systems.
- NFON may define API-specific technical limits (e.g., maximum requests per minute/hour/day) and describe them in the respective technical documentation.
- NFON is entitled to restrict access to the APIs if necessary for network security, network integrity, or data integrity reasons. The same applies in case of exceeding the technical limits mentioned above.

6. Registration and Access Credentials

- Use of the APIs may require registration through a procedure designated by NFON.
- Authentication data must be kept confidential.
- You are responsible for all activities conducted using your access credentials.

7. Availability, Maintenance, Changes, and Support

With regard to availability, maintenance windows, change categories, incident and service request management, as well as service hours, the provisions of the current NFON Service Level Agreement (SLA) apply in addition. The SLA is available in the "Terms & Service Description" section on the NFON website (accessible at: <https://www.nfon.com/gb/legal/gtc-sla/>).

8. Pricing and Fees

- The use of the APIs provided by NFON is currently free of charge. NFON reserves the right to charge fees for the use of some or all APIs in the future or to change existing fees.
- NFON will inform the User in writing at least 30 days in advance of the introduction or modification of fees.
- The User has the right to object to the introduction or modification of fees within 30 days of receiving the notice. If the User does not object within this period, the change shall be deemed approved. NFON will indicate this legal consequence in the notice.
- In the event of a timely objection, NFON is entitled to discontinue the provision of the affected API to the User as of the effective date of the change.
- NFON may offer different pricing models (e.g., usage-based, volume-based, flat-rate). Details are specified in the applicable price list or the corresponding product/API documentation.

9. API Changes and Migration Obligations

- NFON may make changes to the APIs at any time at its sole discretion.
- NFON will make commercially reasonable efforts to inform the User of such changes in a timely manner.
- The User must take the following actions within 30 days of the initial notification (or within a shorter period specified in the notice):
 - Implement and use the current API version,
 - Adjust their applications accordingly,
 - Discontinue the use of older API versions,

- Take commercially reasonable steps to update existing applications.

10. Data Protection and Security

- Data protection responsibility under the GDPR depends on the specific purpose of processing and the functionality of the respective API.
- The User undertakes to process all data received and/or transmitted via the APIs in accordance with the GDPR and applicable data protection law, in particular only on the basis of an appropriate legal ground and while fulfilling any information obligations towards data subjects pursuant to Articles 13 and 14 GDPR.
- Data transmitted via the APIs must be protected by NFON and the User, within their respective responsibilities, through appropriate technical and organizational measures in line with the state of the art (e.g., TLS).
- Security incidents must be reported to NFON immediately. NFON and the User shall cooperate in assessing such incidents and, if necessary, reporting them to supervisory authorities or affected individuals pursuant to Articles 33 and 34 GDPR.
- NFON is entitled to process technical usage data related to API usage to the extent necessary to ensure the stability, security, and optimization of the API infrastructure.
- Reference is made to the "Data Protection Notice for the Use of Programming Interfaces ("APIs")" available on the NFON website (accessible at: <https://www.nfon.com/en/privacy-center/>).

11. Confidentiality

- All non-public information (e.g., API documentation, access credentials) must be treated as **confidential**.
- Any disclosure to third parties requires prior written consent from NFON.

12. Liability

- General Principle
NFON is fully liable for intent, gross negligence, and for damages to life, body, or health.
- Slight Negligence
In cases of slight negligence, NFON is liable only for the breach of essential contractual obligations ("cardinal obligations"), limited to typically foreseeable damages.
- Limitation of Liability
Liability for damages not resulting from intent or gross negligence is limited to EUR 1,000 per individual claim.
- Exclusions of Liability
NFON is not liable for:
 - Indirect damages, loss of profit, or data loss,
 - Data from third-party sources or their accuracy,
 - Outages caused by network/provider issues or third parties,
 - Force majeure (natural events, war, strikes, regulatory requirements, etc.).
- Mandatory Law
Statutory claims (e.g., under the Product Liability Act) remain unaffected.

13. Term and Termination

- These Terms of Use come into effect upon first access to an API.
- After termination of any contractual relationship with NFON, the use of the APIs and all integrations must cease immediately.
- NFON may discontinue or suspend the availability of some or all APIs or content at any time for any reason. NFON will provide 30 days' prior notice, unless:

- Availability is discontinued or suspended,
- To protect the security or integrity of the APIs and the associated services,
- To ensure compliance with Fair Use,
- To resolve issues related to user security or privacy,
- For reasons of legal compliance,
- Or to the extent necessary to mitigate damages in connection with disputes with third parties.

14. Final Provisions

- German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- The place of jurisdiction for all disputes arising from this contract shall be – insofar as legally permissible – the registered office of the company.
- Any ancillary agreements must be made in writing.
- Should any provision be invalid, the validity of the remaining provisions shall remain unaffected.