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Modified on: Wed, 24 Jul, 2019 at 11:42 AM



as of 01 April 2019

Article 1 Scope of application

- (1) The PRISMA API Services are available for Network or Storage Users registered with PRISMA based on a valid Platform Usage Contract according to the General Terms and Conditions for Use of the PRISMA Capacity Platform ("Customers"), as published at www.prisma-capacity.eu).
- (2) The provisions of the Platform Usage Contract shall apply mutatis mutandis for the use of the PRISMAAPI Services, if not ruled otherwise within these Terms and Conditions.

Article 2 Conclusion of a contract

By choosing and confirming via the "Order Now"-button, the User bindingly orders the respective PRISMA API Service Package. This PRISMA API service can only be ordered by a User in its role as a Shipper Admin.

Article 3 Service Packages

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

The respective services of the different PRISMA API Service Packages and the technical requirements, are subject to the respective technical specification and service description as provided by PRISMA, which is available at: https://platform.prisma-capacity.eu/api/swagger/. https://platform.prisma-capacity.eu/api/swagger/).

Article 4 Token

A valid token will be created after the ordering process has been confirmed by the Customer. This token must be used to authenticate against the PRISMA API. The token may be generated anew at any time. The Customer is obliged to treat the respective valid token strictly confidential to avoid any abusive behaviour.

Article 5 Fees

For the provision of the ordered PRISMA API Service Package, the Customer shall pay a yearly fee as displayed and confirmed for the respective Service Package. Subscriptions during the year will be charged on a monthly pro-rata basis for the rest of this 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, respectively. The fees mentioned in this Terms and Conditions are net sums in Euro and are subject to taxation applicable.

Article 6 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 during the order process. By this mandate form, the Customer authorises
 - (i) PRISMA to send instructions to the Customer's bank to debit the Customer's account and
 - (ii) Customer's bank to debit Customer's account in accordingly. This mandate is only intended for business-to-business transactions.
- (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 in its account.

We collect and process your personal information for the following purposes: Functional, Advertising, Analytics.

Article 7 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 <u>and</u> by submitting a related request for termination to PRISMA via e-mail (text form) to the displayed e-mail-address (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 a User in its role as a Shipper Admin.
- (3) PRISMA may cease and terminate the PRISMA API Service with six months prior notification via e-mail (text form) to the end of the respective calendar year.
- (4) The chosen PRISMA API Service Package may be downgraded by the Customer at any time by submitting a related request for downgrading to PRISMA via e-mail (text form) to the displayed e-mail-address (helpdesk@prisma-capacity.eu). The downgrade shall take effect to the beginning of the next respective calendar year.

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