

zevvvy API Terms of Use

Last updated: 1.1.2024

Section A - Introduction

1. zevvy's ecosystem and API

- 1.1 **zevvvy's ecosystem.** zevvy AG, Technikumstrasse 21, 6048 Horw, Schweiz (**zevvvy**) offers service providers in the real estate and energy sector (e.g. property managers, energy billing service providers), homeowners and tenants (**Customer**) a software solution for the billing and management of energy and ancillary costs (e.g. heating, solar power) for properties, consumers and supply areas (e.g. communities) as a Software-as-a-Service solution (**zevvvy Platform**).
- 1.2 **zevvvy's API.** Under these API Terms of Use zevvy offers an API (the **API**) to providers of measurement devices, software solutions, interfaces or other means (**Applications**) which can be connected to the zevvy Platform. The API Terms cover the use of the API by providers of Applications.

2. These Terms of Use

- 2.1 **Our Agreement.** By using the API, you agree to be bound by these API Terms of Use (**API Terms**). If you access or use the API on behalf of an entity, the agreement will be between that entity and zevvy.
- 2.2 **Our Partnership.** If you use the API solely to transfer non-personal data to the zevvy Platform, then **Section B – Easy-Terms** of these API Terms shall be applicable. If you use the API to receive data or to transfer personal data, then **Section C – Advanced-Terms** of these API Terms shall be applicable.

Section B – Easy Terms

1. Use of the API

- 1.1 **Credentials.** You may access the API using the credentials (*e.g.*, the API key) provided by zevvy. You may be required to create an account on a website defined by zevvy to access the API.
- 1.2 **Application.** You are responsible for your Application and the compatibility of your Application to the API.
- 1.3 **Documentation.** zevvy's documentation for the API is made available on zevvy's website at <https://www.zevvvy.org/de-CH/api/documentation/api-snippets> (or another location that zevvy will inform you about) and can be updated by zevvy from time to time (**Documentation**). You shall use the API according to the Documentation.
- 1.4 **Feedback and Reporting.** In case you notice any potential for improvement or bugs about the API and/or zevvy Platform, zevvy is happy to receive your feedback. In case of misuse of the API by employees, users or third parties (*e.g.* circumvention of license fees) or security vulnerabilities of the API, you must inform zevvy as soon as possible after discovery by you.
- 1.5 **API Limits.** The API generally is available without restrictions of the functionalities. zevvy may set limits on your use of the API in case this is necessary to ensure the functionality of the API (*e.g.* limit the number of API calls that you may make during a certain time period). zevvy notifies you about restrictions with reasonable advanced notice. In urgent cases zevvy may implement or enforce restrictions immediately.
- 1.6 **Updates.** zevvy may make updates to the API, including cessation of the availability of some functionality of the API. zevvy will inform you about the updates with reasonable advanced notice, which gives you time to implement potentially needed amendments of your Application.
- 1.7 **Restrictions.** In connection with the use of the API, you are not allowed to:
 - (a) use the API in a manner likely to cause a material degradation in the services provided by zevvy to its Customers;

- (b) engage in any activity that disrupts or damages properties or services of zevvy;
- (c) conduct any load testing or penetration testing on the API without zevvy's prior written consent; and
- (d) distribute viruses, malware, spyware, adware, or other harmful programs.

1.8 **Monitoring.** zevvy may collect any information about your usage of the API, including information about the type and number of API calls made. You agree that zevvy may analyze and use the information about your usage of the API to improve its products and services.

2. Price

2.1 **General.** The use of the API according to this API Terms is for free.

2.2 **zevvvy Platform.** The use of the zevvy Platform including the price to use the zevvy Platform is not part of these API terms.

3. Intellectual Property Rights

3.1 **API License.** Subject to these API Terms, zevvy grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, limited license to make calls to the API .

3.2 **Data.** By transmitting data to zevvy via the API, you confirm that you have the right to do so.

3.3 **Reservation of Rights.** zevvy owns all rights (especially copy rights and database rights) worldwide (**Intellectual Property Rights**) in the API and the Documentation. You own all Intellectual Property Rights in your Application.

4. Warranties

4.1 **Disclaimer of Warranty.** The API is provided "AS IS", without warranties or guarantees.

4.2 **Data.** Under these API terms zevvy assumes no liability for loss of Data or damage to your systems or other systems that results from your use of the API. Protection of Data by the zevvy Platform is not part of these API terms.

5. Termination

- 5.1 Both parties may terminate or suspend the agreement based on these API Terms with reasonable advanced notice of ideally 180 days and at least 60 days. zevvy may suspend your right to use the API immediately if zevvy determines that you are in breach of the API Terms or that your use of the API poses a security or legal risk to zevvy.

6. General

- 6.1 **Assignment.** You are allowed to assign your rights and obligations under these API Terms with zevvy's prior written consent. zevvy may assign its rights and obligations under these API Terms to third parties.
- 6.1 **Notices.** The parties may make notice to each other via e-mail to the e-mail address associated with your account (for you) and to the e-mail address communicated on zevvy's website www.zevvy.org (for zevvy).
- 6.2 **Updates of API terms.** zevvy may update these API Terms. zevvy will inform you with reasonable advanced notice by posting the changes to the zevvy website, by email, or through other communications. If you continue to use the API after zevvy posts updated API Terms, you agree to be bound by those updated terms.
- 6.3 **Severability.** If any term of these API Terms is declared illegal or otherwise unenforceable, it will be severed from the remainder of these API Terms without affecting the legality or enforceability of the remaining portions.
- 6.4 **Governing Law and Jurisdiction.** These API Terms are governed by the substantive laws of Switzerland. The U.N. Convention on the International Sale of Goods of 11 April 1980 will not apply. Any dispute in connection with these API Terms will be resolved by the competent courts at the registered seat of zevvy.

Section C –Advanced Terms

1. Agreement

- 1.1 **Agreement.** By using the API, you accept and agree to be bound by these API Terms. If you do not agree to these API Terms, you shall not use the API. To use the API, you must be capable of forming a binding agreement with zevvy.
- 1.2 **Entity.** If you access or use the API on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these API Terms, and that by accepting these API Terms, you are doing so on behalf of that entity.

2. Use of the API

- 2.1 **Credentials.** You may only access the API using the credentials (*e.g.*, the API key) provided by zevvy. zevvy reserves sole discretion over whether to grant or revoke access to your credentials. You may also be required to create an account on zevvy's website to access the API. You will keep your credentials and all login information related to your zevvy account secure. You will not share your credentials or account login information with any third party.
- 2.2 **Application.** You acknowledge and agree that you are solely responsible for your Application. You are obliged to ensure that your Application is and remains compatible with the API to ensure continuous operation.
- 2.3 **Documentation.** zevvy's documentation for the API is made available on zevvy's website at <https://www.zevvvy.org/de-CH/api/documentation/api-snippets> (or such other location that zevvy may determine) (or such other location that zevvy may determine) as amended, updated, or replaced by zevvy from time to time at zevvy's sole discretion (**Documentation**). You are only allowed to use the API according to the Documentation.
- 2.4 **Reporting.** You are obliged to report any misuse of the API by employees, users or third parties (*e.g.* circumvention of licence fees) or security vulnerabilities of the API to zevvy immediately after discovery by you.
- 2.5 **Feedback.** You are obliged to provide feedback about the API which is relevant to zevvy (*e.g.* potential for improvement or bugs).

- 2.6 **API Limits.** zevvy may in its sole discretion set and enforce limits on your use of the API, including the number of API calls that you may make. zevvy may monitor your use of the API to ensure compliance with these limits, and to ensure quality, security, and compliance with these API Terms, including by employing technical measures. You will not interfere with such monitoring.
- 2.7 **Updates.** zevvy may, in its sole discretion, make updates to the API, and change or discontinue the availability of some functionality of the API. zevvy will give you advance notice regarding such updates. Such updates may adversely affect the manner in which your Application calls the API. You agree to use only the most recent version of the API implement any updates to the API that zevvy may provide from time to time
- 2.8 **Restrictions.** In connection with the use of the API, you will not, and will not authorize or encourage any third party to, directly or indirectly:
- (a) rent, lease, loan, sell, sublicense, assign, or otherwise transfer any rights in or to the API; and
 - (b) clone or substantially replicate the API; and
 - (c) remove any proprietary notices or confidentiality notices from the API or any portion of it; and
 - (d) modify, translate, reverse engineer, disassemble, reconstruct, decompile, or create derivative works of the API, other zevvy products and services, or any portion of the foregoing, except to the extent that this restriction is expressly prohibited by applicable laws; and
 - (e) use or access the API to monitor the availability, performance or functionality of the API, zevvy's other products or services, or any portion of the foregoing, or for any similar benchmarking purposes; and
 - (f) use the API in a manner likely to cause a material degradation in the services provided by the zevvy to its other customers using the API; and
 - (g) engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the servers, security, networks, data, applications, or other properties or services of zevvy; and
 - (h) conduct any load testing or penetration testing on the API without zevvy's prior written consent; and

- (i) bypass or circumvent any API technical restrictions or security measures, including limitations on API calls; and
- (j) distribute viruses, malware, spyware, adware, or other harmful programs; and
- (k) falsify or alter any unique identifier assigned to you or your application (e.g., your API key), or otherwise obscure or alter the source of queries coming from an Application; and
- (l) develop an Application whose primary purpose is to migrate customers off the API.

2.9 **Audit.** zevvy may audit (or appoint an independent auditor subject to appropriate confidentiality obligations to audit) your way of using our API by your Application and related systems and records to confirm your compliance with these API Terms. You will provide zevvy with any documentation that zevvy reasonably requests to demonstrate your compliance with these API Terms.

2.10 **Usage Information.** zevvy may collect information about your usage of the API, including information about the type and number of API calls made. You agree that zevvy may use information about your usage of the API for the analysis and improve of its products and services.

3. Price

3.1 **General.** The use of the API according to this API Terms is for free.

3.2 **zevvvy Platform.** The use of the zevvy Platform including the price to use the zevvy Platform is not part of these API terms.

4. Intellectual Property Rights

4.1 **API License.** Subject to these API Terms, zevvy grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, limited license to make calls to the API and receive responses from the API solely in accordance with the Documentation and only as necessary to develop, test, use and support your Application.

4.2 **Data License.** You grant zevvy a non-exclusive, worldwide, transferable, sublicenseable license to copy, store, transmit, edit, translate, transform, and create

derivative works of, all data submitted, posted, transmitted, or otherwise provided by your Application when calling the API, including data provided by your Application's end users (**Data**) uploaded to the zevvy Platform or otherwise provided to zevvy by to the extent reasonably required for zevvy's performance of the obligations and the exercise of the rights under these API Terms and for the purpose of creating, generating, training, testing and verifying machine learning and other artificial intelligence systems, tools, applications, algorithms and models of zevvy or its licensees.

- 4.3 **Reservation of Rights.** zevvy owns all right, title, and interest, including all world-wide (a) rights associated with works of authorship, including copyrights, moral rights, and database rights; and (b) trademarks; and (c) trade secrets and know how; and (d) patents and designs; and (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues of the foregoing (**Intellectual Property Rights**) in and to the API, the Documentation, and all other zevvy products, services, marks and branding. As between you and zevvy, you own all right, title, and interest, including all Intellectual Property Rights, in and to your Application and the Data. Except as expressly set forth in this Section 3, no rights are granted in or to either party's Intellectual Property Rights.
- 4.4 **Feedback.** If you provide any feedback regarding the API or other zevvy products or services, you agree that zevvy will be free to use such feedback for any purpose, including to improve the API and other zevvy products and services, and to develop new products and services.

5. Confidential Information

- 5.1 **Confidential Information** means all information disclosed by a party to the other party, whether orally, visually, or in writing that is designated as confidential or that reasonably should be understood to be confidential given the circumstances. Confidential Information includes business and marketing plans, technology and technical information, product plans and designs, pricing information, and business processes. zevvy's Confidential Information includes the API.

- 5.2 **Protection.** Each party will maintain Confidential Information in confidence and not to disclose it or any portion of it, except to its employees, consultants, and affiliates who have a need to know such Confidential Information and are bound by obligations of confidentiality at least as protective as these API Terms. Each party will use the same care and discretion to avoid disclosure, publication, or dissemination of the Confidential Information as it uses with its own confidential or proprietary information, but in no event less than reasonable care. Neither party will have liability to the other with regard to any Confidential Information that is required to be disclosed by law or court order, provided that the party that received the Confidential Information (the receiving party) will provide reasonable advance notice to enable the party that provided the Confidential Information (the disclosing party) to seek a protective order or otherwise prevent such disclosure.
- 5.3 **Exclusions.** Notwithstanding anything else, Confidential Information will not include any information that the receiving party can demonstrate: (a) at the time of disclosure is publicly available or becomes publicly available through no act or omission of the receiving party, (b) has been disclosed to the receiving party by a third party who is not under, and to whom the receiving party does not owe, an obligation of confidentiality with respect to such information, or (c) has been independently acquired or developed by the receiving party without use of the Confidential Information of the disclosing party.

6. Personal Data

- 6.1 **Data Processor.** By providing the API and the zevvy Platform zevvy is a data processor for you and/or the Customer(s) according to applicable data protection laws.
- 6.2 **Compliance.** In case Data (see section 3.2) provided by your Application to zevvy includes **Personal Data** according to the definition of the European Union General Data Protection Regulation 2016/679 (GDPR) you are obliged to comply with (a) all applicable data protection laws, and (b) obtain all consents required by such applicable laws.

7. Warranties

- 7.1 **Disclaimer of Warranty.** The API is provided "AS IS", without warranties or guarantees of any kind, whether express or implied, including statutory warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, zevvy makes no warranty that the API will always be uninterrupted, secure, or error-free, or that the API will meet your requirements.
- 7.2 **Data.** Under these API terms zevvy takes no responsibility and assumes no liability for loss of Data or damage to your systems or other systems that results from your use of the API. Protection of Data by the zevvy Platform is not part of these API terms.

8. Liability

Limitation of Liability. zevvy will in no event have any liability for your lost revenues or profits, or indirect, special, incidental, consequential, exemplary, or punitive damages, or loss of data, use, goodwill, or other intangible losses resulting from your access to or use of (or inability to access or use) the API or otherwise in connection with these API Terms. If zevvy's liability is not excluded by the previous sentence, zevvy's total cumulative liability to you for all claims relating to the API or these API terms will not exceed CHF 5'000.

Indemnification. To the extent permitted by applicable law, you will indemnify, hold harmless and defend at your expense zevvy and its officers, directors, employees, subcontractors, agents, and affiliates (**zevvvy Indemnitees**) from any and all third party claims, actions, proceedings, and suits brought against any of zevvy Indemnitees, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses), arising out of or relating to: (a) your breach of these API Terms; or (b) your use of the API; or (c) your violation of applicable laws; or (d) any third party Intellectual Property Rights or privacy rights in connection with the API; or (e) Data that is uploaded, transmitted, stored, or otherwise processed by you or on your behalf in connection with the API; or (e) your Application.

9. Termination

- 9.1 **General.** zevvy may terminate or suspend your access to the API, or terminate these API Terms, at any time and at zevvy's sole discretion. Without limiting the foregoing, zevvy may terminate your right to use the API or these API Terms if zevvy determines in its sole discretion that you are in breach of the API Terms or that your use of the API poses a security or legal risk to zevvy. Termination or suspension of your access to the API may negatively affect your customers and you are responsible for communicating that risk to your customers.
- 9.2 **Consequences of Termination.** Upon termination of these API Terms or your account, all rights and licenses granted to you by zevvy under these API Terms will immediately terminate, and you will immediately cease use of the API and any Confidential Information of zevvy in your possession or control. Following termination of these API Terms, zevvy reserves the right to delete Data and has no obligation to store Data, provided that zevvy may retain Data as required to comply with applicable laws.

10. General

- 10.1 **Assignment.** You shall not assign or transfer any of your rights or obligations under these API Terms without zevvy's prior written consent. Any attempt by you to assign or transfer these API Terms or any of your rights or obligations without such consent will be null and void. zevvy may freely assign or transfer any of its rights or obligations under these API Terms. Subject to the foregoing, these API Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 10.2 **Independent Contractors.** Neither you nor zevvy will be deemed an agent of the other, and the relationship between you and zevvy is that of independent contractors.
- 10.3 **Notices.** We may make notice to you to the mailing or email address associated with your account. You must make all notices to zevvy via e-mail to the e-mail address communicated on zevvy's website .
- 10.4 **Updates of API terms.** zevvy may update these API Terms. zevvy will notify you in advance of changes to these API Terms by posting the changes to the zevvy website, by email, or through other communications. If you continue to use the

API after zevvy's notification of the updated API Terms, you agree to be bound by those updated API Terms.

- 10.5 **Severability.** If any term or condition of these API Terms is declared illegal or otherwise unenforceable, it will be severed from the remainder of these API Terms without affecting the legality or enforceability of the remaining portions.
- 10.6 **Governing Law and Jurisdiction.** These API Terms and all claims arising out of, or in connection with, these API Terms or your access to the API (including all claims arising out of contract, tort, or unjust enrichment) are in all respects governed, construed, and enforced according to the substantive laws of Switzerland. The U.N. Convention on the International Sale of Goods of 11 April 1980 will not apply. Any dispute, controversy, or claim arising out of, or in relation to, these API Terms or your access to the API, including regarding the validity, invalidity, breach, or termination of these API Terms, will be resolved by the competent courts at the seat of zevvy.