API Terms of Use

§ 1 General

(1) These terms govern the use of the Startnext API by project creators (hereinafter referred to as the “API User”). They apply in addition to the General Terms of Use as well as the Special Terms of Use for Creators.

(2) The use of the API is available exclusively to entrepreneurs within the meaning of **§ 14 German Civil Code (BGB)** acting in the course of their commercial or independent professional activities. Use by consumers within the meaning of **§ 13 BGB** is excluded.

§ 2 API Access, Authentication and Security

(1) Access to the API is granted via an individual **API key (Bearer Token starting with snx_proj_)**, which can be generated independently in the project dashboard.

(2) The generated API key must be treated as strictly confidential and may not be disclosed, transferred, or sold to third parties.

(3) The API User must implement appropriate technical and organizational measures to protect the API key from unauthorized access. In the event of suspected compromise of the key, it must be revoked immediately in the dashboard and Startnext must be informed.

§ 3 Scope of Use, Scopes and Rate Limits

(1) The scope of accessible data depends on the permissions selected when creating the key (**scopes**, e.g. *project:read*, *orders:read*). The API User undertakes to activate only those scopes that are strictly necessary for the respective technical purpose (**principle of data minimization**).

(2) Startnext provides the API with specific **rate limits**, which depend on the selected project plan (e.g. Pro, Premium). These limits (e.g. requests per minute / per day) are transparently defined in the API documentation.

(3) Startnext reserves the right to temporarily or permanently further restrict the frequency of requests (rate limits) and the amount of data retrieved if this is necessary to maintain system stability, defend against security threats, address technical bottlenecks, or prevent abusive use.

(4) If the defined or temporarily adjusted limits are exceeded, access will be throttled or blocked (e.g. via **HTTP 429**). The API User is expressly prohibited from attempting to circumvent any limitations or restrictions technically (e.g. by rotating IP addresses or creating

multiple API keys). Any violation constitutes serious misuse and entitles Startnext to immediately suspend access.

(5) Startnext provides the API as a service interface. **Continuous availability (SLA) is not guaranteed.** Maintenance work or technical disruptions do not entitle the API User to claims for damages.

§ 4 Prohibition of Web Scraping and Crawling

(1) The use of **web scraping, crawling technologies, text and data mining, or any other automated methods** to collect, extract, or process data from the Startnext platform outside of the API is strictly prohibited.

(2) Automated access to Startnext content is granted exclusively through the API after activation of the API key and in strict compliance with these terms of use. Any attempt to circumvent API limitations (rate limits) through alternative extraction methods constitutes serious misuse and entitles Startnext to immediately suspend access.

§ 5 Data Protection and Purpose Limitation (GDPR)

(1) Depending on the scope used, the API may transmit **personal data of supporters** (e.g. names, contact details, transaction data via */orders*). After retrieving this data, the API User processes it as an **independent controller within the meaning of the GDPR**.

(2) Personal data retrieved via the API may be processed **exclusively for the fulfillment of the contract** concluded between the API User and the supporter (e.g. fulfillment of rewards, accounting).

(3) Any other use, in particular the **sale of data or use for marketing purposes** (e.g. newsletters, retargeting), is strictly prohibited unless the data subject has explicitly and lawfully consented to such use.

(4) The API User undertakes to comply with statutory deletion periods and shall indemnify Startnext, upon first request, against all third-party claims arising from unlawful processing of personal data retrieved via the API. This includes the costs of reasonable legal defense.

(5) If the API User processes personal data retrieved via the API in its own external applications, web shops, or websites, the API User must provide its own **GDPR-compliant privacy policy**. This policy must transparently and clearly explain the collection, processing, and use of such data. The API User is solely responsible for ensuring compliance with all applicable data protection laws.

§ 6 User Content and Intellectual Property

(1) If content created by third parties (e.g. wall posts, comments, or supporter profile names) is retrieved via the API, Startnext points out that such content originates from platform users. Startnext does not review this content in advance for accuracy, legality, or the absence of third-party rights.

(2) If the API User makes such third-party content publicly available outside of Startnext (e.g. on their own project website, in apps, or in live streams), this is done at their own legal responsibility. Startnext assumes no liability for such external display.

(3) The API User must ensure that third-party content is **immediately removed from their own systems and external displays** if it is no longer available on the Startnext platform (e.g. because it was removed by Startnext due to violations of applicable law or community guidelines).

§ 7 Trademark Protection and External Representation

The API User may factually state in their communication (e.g. on their own project website) that project or funding data is retrieved via the **Startnext API**. However, it is prohibited to use or imitate Startnext's trademarks, logos, or design in a way that could mislead supporters or third parties into believing that the external website or integration is operated, sponsored, or officially certified by Startnext.

§ 8 Liability of Startnext

(1) We provide compensation for damages or reimbursement of futile expenses, regardless of the legal basis (e.g. contractual or quasi-contractual obligations, breach of duty, or tort), only to the following extent:

- Liability in cases of **intent or guarantee** remains unlimited.
- In cases of **gross negligence or ordinary negligence**, we are liable for the typical and foreseeable damage at the time the contract was concluded, provided this does not concern the breach of an essential contractual obligation whose fulfillment is necessary for the proper execution of the contract and on whose compliance the entrepreneur may regularly rely (so-called **cardinal obligation**).
- If we are in **default of performance**, we are also liable for accidental damage unless the damage would have occurred even with timely performance.
- In all other cases, liability for **ordinary negligence is excluded**.

(2) We reserve the right to raise the defense of **contributory negligence**. You are obliged to perform data backups in accordance with the current state of the art.

(3) To the extent that our liability is excluded or limited, this also applies to the **personal liability of our employees, representatives, and agents**.

(4) The above provisions do not apply in cases involving **injury to life, body, or health**, or claims under the **German Product Liability Act**.

§ 9 Contract Duration, Termination and Suspension

(1) The API usage relationship runs for an **indefinite period**. It may be terminated by either party with **14 days' notice in text form**. The API User may also terminate the relationship at any time by revoking and deleting the API key in the project dashboard.

(2) Startnext is entitled to **temporarily suspend the API key in whole or in part**, or terminate the usage relationship without notice if there is good cause. Good cause exists in particular in cases of:

- suspected compromise of the API key,
- massive exceeding of rate limits or endangerment of the platform infrastructure,
- violations of the web scraping prohibition,
- significant violations of data protection requirements or applicable law.

Startnext will inform the API User of the suspension or termination and the underlying reasons in text form without undue delay, unless prevented by legal requirements or compelling security concerns.

§ 10 Governing Law and Jurisdiction

(1) The law of the **Federal Republic of Germany** shall apply, excluding the **UN Convention on Contracts for the International Sale of Goods (CISG)**.

(2) If the API User is a merchant within the meaning of the **German Commercial Code (HGB)**, a legal entity under public law, or a special fund under public law, the **exclusive place of jurisdiction** for all disputes arising in connection with the use of the API shall be **Dresden, Germany**.

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