
Terms and conditions of use of the Sigfox Portal and APIs

By using:

- the Sigfox online websites of operations and business support systems (**Sigfox Portal**), and/or
- the programmatic web APIs and notification service (callbacks) for platform integration (**APIs**),

you agree that you have read, understood and you comply with the present terms and conditions of use below and to any additional API documentation available (the "**Terms**").

So please read these Terms carefully.

These Terms may be amended from time to time by Sigfox at its sole discretion. In this context, Sigfox will obtain your explicit consent at your next login on the Sigfox Portal.

If you don't agree with the changes, you are free to stop using the Sigfox Portal and the APIs. Otherwise, your continued use implies that you agree to any changes made.

If you are an individual using the Sigfox Portal and/or the APIs on behalf of a company, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity.

NOTE: in the following Terms, "**You**" and the "**Company**" refers to the entity in charge of a Sigfox Portal account as either a Sigfox operator, or a Sigfox ecosystem partner or a subscriber to or user of Sigfox IoT Services from a Sigfox operator.

Last revised on June 20th, 2019.

1. [About the Sigfox Portal](#)

The Sigfox Portal is owned by Sigfox and is made available to You as authorised user only and for the sole purpose(s) of the deployment and/or the operation of the network assets (base stations, devices), the subscription and/or the use of the Sigfox services.

1.1. [Right to access and use the Sigfox Portal](#)

The right to access and use the Sigfox Portal is conditioned to the respect of these Terms.

1.2. [Proprietary Rights](#)

The Sigfox Portal is and shall remain the exclusive property of Sigfox and the access granted to Company does not grant any licence or intellectual property rights. Sigfox reserves all rights, title and interest in and to the Sigfox Portal and associated content. No rights are granted to Company hereunder other than as expressly set forth herein. Company shall not (i) create derivative works based on the Sigfox Portal and (ii) copy or mirror any part or content of the Sigfox Portal.

1.3. [Coverage Maps](#)

The coverage maps and other simulation tools, available to Sigfox ecosystem partners or subscribers to Sigfox IoT Services from a Sigfox Operator in the Sigfox Portal, are given for information purposes. Such maps display approximate availability of the Sigfox network for on-street, in-the-open coverage. Sigfox cannot guarantee the quality, accuracy and completeness of the information that is provided "as is" without any warranty of any kind either express or implied.

1.4. [Use and limits of Sigfox Portal](#)

You shall:

- a. prevent unauthorised access to or use of the Sigfox Portal and notify Sigfox immediately of any such unauthorised access or use;
- b. use the Sigfox Portal only in accordance with Sigfox's instructions;
- c. abide by applicable laws and regulations, including without limitation data protection laws and regulations as well as export and import laws and regulations;
- d. not (i) act in a manner to interfere with or disrupt the integrity of the Sigfox Portal and/or (ii) attempt to gain unauthorised access to the Sigfox Portal or its related systems or networks. If Company's behaviour in connection with the use of the Sigfox Portal intentionally or unintentionally threatens Sigfox's ability to provide access to and use of the Sigfox Portal, Sigfox shall be entitled to take all reasonable steps to protect the Sigfox Portal, which may include suspension of Company's access to the Sigfox Portal;
- e. not use robots or any other data gathering or extraction tools, except for the use of extraction tools provided within the Sigfox Portal;
- f. ensure that none of its Users are on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

1.5. [Cookies](#)

The Sigfox Portal uses cookies that are necessary to get access to the content of the Sigfox Portal. Cookies are small files that are placed on the computer by websites visited. The Company can use the settings within the browser to control the cookies that are set on the computer.

2. [About the APIs](#)

The APIs are developed and owned by Sigfox and are made available to You as authorised user only and for the sole purpose of integration into your platform, software application, website, product or service (the "**Application**").

2.1. [Access to the APIs](#)

2.1.1. [Right to access and use the Sigfox APIs](#)

The right to access and use the Sigfox APIs is conditioned to the respect of these Terms.

2.1.2. [Create API Access](#)

In order to integrate APIs into your Application, You have to create on the Sigfox Portal, an access to the APIs and accept these Terms.

This action and the continued use of your APIs access (including the use of callbacks), will require You to provide a given set of information (such as application details and contact details), which shall be accurate and up to date, You are therefore required to promptly inform Sigfox of any updates.

You agree that Sigfox and/or your Sigfox operator can use and store such information for handling your inquiries and to contact You for updates regarding the APIs and these Terms.

You acknowledge that if You share the information of your employees or independent contractors with Sigfox, You shall guarantee obtaining their consent for such data processing by Sigfox (including that Sigfox and your Sigfox operators may contact them in accordance with these Terms).

2.1.3. [Access Credentials](#)

You will receive all necessary security keys, secrets, tokens, and other credentials (the "**Access Credentials**") upon successful creation of an APIs access.

Access Credentials are uniquely assigned to You and You recognise that You are liable for any use of APIs traceable to your account.

You shall keep your Access Credentials secret. You are not authorised to sell, share, transfer or sublicense them to any other party other than your employees or independent contractors in accordance with Section 2.2.a below.

2.1.4.API License

Subject to your compliance with these Terms, You are granted a limited, non-exclusive, non-sublicensable (except to independent contractors so they may host, develop, test, operate, modify or support your Application in accordance with Section 2.2.a), non-transferable, non-assignable license under Sigfox intellectual property rights (a) to use the APIs (including callbacks), to develop, test, operate and support your Application; and (b) to distribute or allow access to your Application integrating APIs (including callbacks) to end-users.

Sigfox retains and reserves all rights not expressly granted in these Terms.

2.2. Use and limit of APIs

You agree, in order to ensure a good quality of service for all users, that the use of APIs implies:

- limitations such as, but not limited to, rate limits, usage quotas (call volume),
- compliance to documented best practices as per the API documentation,
- implementing and adapting your Application to any new release of the APIs.

You agree that You shall not:

- a. Disclose or provide APIs or Access Credentials to any person or entity other than to your employees or independent contractors, provided (1) such employees or independent contractors enter into an agreement with You at least as protective of Sigfox rights as these Terms, and (2) You hereby agree to be responsible for, and liable to Sigfox for, any breaches of such agreements by such employees or independent contractors;
- b. Use APIs for any illegal purposes, or in any manner which would violate these Terms, or breach any laws or regulations regarding privacy or data protection, or violate the rights of third parties or expose Sigfox or its users to legal liability;
- c. Remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials You receive or access pursuant to these Terms, including, but not limited to, the APIs, the API Documentation;
- d. Use more resources (understand number of API requests and callbacks definition) than is nominally required by the Application; your Application should comply with directives contained in API Documentation;
- e. Make any statements or use any API in a manner that expresses or implies that You are sponsored or endorsed by Sigfox (e.g., You shall not state or in any way imply that Sigfox has "verified" or "confirmed" your application);
- f. Use any APIs in any manner that, as determined by Sigfox in its reasonable discretion, constitutes abusive usage;
- g. Interfere with or disrupt Sigfox services or servers, or disobey any requirements, procedures, policies or regulations of the Sigfox services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of any API;
- h. Provide functionality that proxies, requests or collects Sigfox usernames or passwords;
- i. Copy, adapt, reformat, reverse-engineer, disassemble, decompile, decipher, translate or otherwise modify any API, Access Credentials, Services, Sigfox brand features or other information or service from Sigfox, through automated or other means;
- j. Try to exceed or circumvent limitations on API calls and use. This includes creating multiple API access for identical, or largely similar, usage;
- k. Access, store, display, or facilitate the transfer of any data obtained through the following methods: scraping, crawling, spidering or using any other technology or software to access data outside the APIs.

2.3. Support and updates

Sigfox may provide You with support for the APIs in its sole discretion and Sigfox may stop providing support to You at any time without liability to You upon notice. Sigfox is not obliged to provide any training, support or technical assistance for the the APIs directly to your Application users and You

agree to communicate to your Application users that You (and not Sigfox) are responsible for any such support.

Sigfox may modify or release subsequent versions of the APIs and require that You use those subsequent versions. Unless Sigfox release a new version of the APIs for security or legal reasons, You will have a reasonable amount of notice (as determined by Sigfox), to migrate to subsequent versions of the APIs. You acknowledge that once Sigfox releases a subsequent version of the APIs, the prior version of such APIs may stop working at any time or may no longer work in the same manner. Your continued use of the APIs following a subsequent release will be deemed your acceptance of modifications.

2.4. Brand use

Sigfox hereby grants You a non-transferable, non-exclusive limited right to display Sigfox branding materials such as logos and wordmarks for the purpose of promoting or advertising that You use the APIs.

You must only use this material in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. You understand and agree that Sigfox has the sole discretion to determine whether your use of its brand is in accordance with the above requirements.

You will not make any statement regarding your use of APIs which suggests partnership with, sponsorship by, or endorsement by Sigfox without Sigfox prior written approval.

2.5. Safety and Abuse

You will maintain the security of the APIs and will not make available to a third party, any token, key, password or other login credential to APIs. You will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the APIs, including access by viruses, worms or any other harmful code or material.

You must immediately report any security deficiencies in, or intrusions to, your systems that You may discover (or that are reported publicly or to You) to your Sigfox operator or Sigfox in writing or subsequent contact information posted on Sigfox Portal if such intrusions affect Sigfox or customers of Sigfox operators. You will work with your Sigfox operator or Sigfox to immediately correct any security deficiency and will immediately disconnect any intrusions or intruders. In the event of any security deficiency or intrusion involving the Application or APIs, You will make no public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Sigfox in each instance.

You acknowledge that Sigfox may monitor any activity on APIs (such activity cannot be considered as personal data) from its own systems for the purpose of ensuring quality, improving Sigfox products and Services, and ensuring compliance with these Terms. You must not interfere or attempt to interfere with such monitoring or otherwise obscure from Sigfox your activity using APIs.

Sigfox may restrict your level of access to the APIs if You fail to provide adequate information and materials (including user or demo access to your Application) to verify your compliance with these Terms.

2.6. Follow the Law and These Terms

You represent and warrant that your Application will not violate any third-party rights or any law.

You represent and warrant to Sigfox that: (a) You have the right to use, reproduce, transmit, publicly display, publicly perform, and distribute your Application; and (b) You will comply with all applicable local, state, federal, and foreign laws, including, without limitation, any laws or regulations in connection with its performance under these Terms.

3. About the general provisions, applicable to Sigfox Portal and APIs

3.1. Level of service

Sigfox will use reasonable endeavours to make the Sigfox Portal and the APIs available seven (7) days a week and twenty-four (24) hours a day but cannot guarantee that the Sigfox Portal and the APIs will operate continuously or without interruptions or be error-free.

Sigfox does not guarantee, represent or warrant as to the quality, accuracy or completeness of the Sigfox Portal and/or its content.

Sigfox expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or of satisfactory quality, and non-infringement.

3.2. Maintenance

Sigfox and/or its potential subcontractors will from time to time perform routine or emergency maintenance which could cause some temporary dysfunctions. Company also acknowledges that access to the Sigfox Portal and APIs may be affected by elements outside of Sigfox' control, including, but not limited to limitations of the internet network.

Sigfox will make reasonable efforts to support the Sigfox Portal and the APIs:

- Sigfox will make its best effort to provide You with two (2) days' notice unless such interruption is justified to protect the security or integrity of the Sigfox Portal and the APIs, to address user security, for legal compliance reasons, or to the extent necessary to mitigate damages in relation to third party litigation;
- Sigfox may also impose limits on certain features and services or restrict your access to some or all of the services. Although Sigfox will endeavour to provide prior notice, it may not be practical or commercially reasonable in all circumstances. Accordingly, all of Sigfox rights in these Terms may be exercised without prior notice or liability to You.

If You subscribe to Sigfox IoT Services from a Sigfox operator or Sigfox ecosystem partner of a Sigfox operator, the Sigfox operator is your support contact for the APIs and informs you for any update.

3.3. Confidentiality

The access to the Sigfox Portal and to the APIs are restricted to authorized users. A user ID and password to enable the Company to access the Sigfox Portal and consult its content as well as manage Company's dedicated customer account.

Any information on or linked to, the Sigfox Portal and/or certain non-public information, software and specifications related to the APIs, including messages or mails sent to Company with information extracted from the Sigfox Portal (such as devices or objects connectivity and related frames, news, frames statistic, etc...) shall be treated by Company as confidential ("Confidential Information").

You may not disclose any of this Confidential Information to any third party without Sigfox's prior written consent. You agree that You will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that You would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

Company shall provide and manage a list of its employees or authorized persons ("User") who will require log-in credentials. Log-in credentials are for individual Users only and Users are not permitted to share User names and passwords or permit access through a single name and password being made available to multiple users. Company will be solely responsible for all use or misuse occurring under its Users log-in credentials. If it believes there has been any breach of security such as the disclosure, theft or unauthorized use, it shall inform Sigfox immediately. Sigfox will not be liable for any losses caused by unauthorized use of the log-in credentials.

3.4. Limitation of Liability

The Sigfox Portal and the APIs are provided on an "as is" basis.

Sigfox shall not be liable for any indirect, incidental, special, consequential or exemplary damages, howsoever caused and whether or not such losses are foreseeable, even if You have been advised (or is otherwise aware) of the possibility of such losses in advance, including, but not limited to, damages for loss of profits, loss of orders, loss of goodwill, of revenue, of use, loss of data, cost of procurement of substitute goods or services, loss resulting from damage to image or reputation, or other intangible losses, resulting from: (i) the use, misuse, or inability to use the Sigfox Portal and/or the APIs; or (ii) any changes made to the Sigfox Portal and/or to the APIs; or (iii) the Sigfox Portal content; or (iv) any other matter directly or indirectly relating to the Sigfox Portal and/or to the APIs.

3.5. Indemnification

You agree to defend, indemnify and hold harmless Sigfox from and against any and all claims, actions, demands, damages and expenses (including reasonable attorneys' fees) arising out of the use by You of the Sigfox Portal, its content and the APIs.

3.6. Termination

Sigfox may terminate any rights granted herein, at its sole discretion and at any time, for any reason by providing notice to You.

In this context, (a) all licenses granted herein immediately expire and therefore your access to APIs and Sigfox Portal will be terminated; and (b) You shall permanently delete Confidential Information and brand in all forms and types of media, and copies thereof, in your possession.

3.7. Governing law

The Terms are governed and construed in accordance with the laws of France. You consent to the exclusive jurisdiction of the Courts of Paris, France, for any dispute arising out of or related to the Terms as well as to the content and /or use of the Sigfox Portal and APIs, disregarding any inconvenience of venue or others.