



GO REST API Terms of Service

Introduction

Thank you for using the GO REST APIs, other developer services, and associated software (collectively, “APIs”). This document describes both your rights and your obligations as part of using the APIs.

Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the “Terms.”

Under the Terms, “GO” means GO plc, with offices at Fra Diegu Street, Marsa, Malta, unless set forth otherwise in additional terms applicable for a given API. We may refer to “GO” as “we”, “our”, or “us” in the Terms.

Acceptance of Terms of Use

By accessing or using our APIs, you are agreeing to the terms below, including the [Privacy Policy](#), [Mobile Product Terms and Conditions](#) and [General Terms and Conditions – Business](#).

If there is a conflict between these terms and additional terms applicable to a given API or separate agreement, the additional terms will control for that conflict.

You agree to comply with the Terms and that the Terms control your relationship with us. Please read all the Terms carefully because you will be legally bound to these terms. GO only provides the APIs to you subject to agreeing to the Terms.

If you use the APIs as an interface to, or in conjunction with other GO products or services, then the terms for those other products or services also apply.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms. In that case, the terms “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with the Terms, you may not use the APIs.

You acknowledge that these Terms are a contract between you and GO, even though it is electronic and is not physically signed by you and GO, and it governs your use of the APIs.

Definitions

For the scope of these Terms:

‘App’ – Any software application, website, or product you create or service you offer using the APIs.

‘API Documentation’ means the documentation, data and information that GO provides regarding the use of the APIs through the Developer Site or as accompanying technical and user documents.

‘Data’ means any data and content transmitted, uploaded, posted or otherwise made available by users via the Services, including calls, messages, files, comments, user information and anything else entered or uploaded into the Service by a user of the Service.

‘Developer Site’ refers to GO’s Developer site found at <https://go.com/mt/developers>

‘GO Service(s)’ includes, but is not limited to, GO’s fixed and mobile telephony, Digital and IP TV, internet, hosting and co-location services, as well as the website <https://www.go.com/mt> (the “Site”), mobile applications, and all software, applications, data, reports, text, images, and other content made available by or on behalf of GO through any of the foregoing. The “Service” does not include Data or any software application or service that is provided by you or a third party (including apps), whether or not GO designates them as “official integrations”.

‘Users’ – Users of your App, who are bound to enforceable service terms with you, or users of GO Services.

Registration

To access the API, you will first need to register your application (the “app”) with GO, either through Business Account Manager or to a member of senior management in writing.

This will require you to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs.

Any registration information you give to GO will always be accurate and up to date and you’ll inform us promptly of any updates. When you’ve done that, we’ll issue you with a client ID and client secret key. Your client ID is required for all calls to the API.

Make sure you look after your client secret key. It is your responsibility to keep your client secret key safe and from falling into the hands of any third party. If your client secret key is lost or stolen, or if you believe that your client secret key has been used without your permission, you’ll need to tell us immediately.

API License



As long as you follow the Terms, GO grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the APIs with your App.

Your license is subject to the limitations set forth in the section "Conditions of Use" below, and you agree that violation of these Terms will automatically terminate your license to use the GO APIs.

Conditions of Use

Applicable laws or agreements

You may not use the APIs in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with these Terms or GO's other agreements to which you are subject.

You may access, retrieve, store and use any GO Data in accordance with the laws relating to the storage and processing of data in the country in which You live, provided that if You live in a country outside the European Economic Area, You may only use and access and use the data in that country if Users have expressly given their permission for You to do so when they registered as a User.

You must at all times in Your use of the Data:

1. Comply with all local and international laws and regulations, including, all applicable intellectual property and data protection laws; and
2. Obtain all necessary licences and permissions.
You must not transmit, export, transfer, divert or send any Data to any country without obtaining any consents or authorizations required under law or regulation in such country.

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws).

You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with GO (or its affiliates).

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

Malicious Use

When using the APIs, you may not (or allow those acting on your behalf to):

- Perform an action with the intent of introducing to GO products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- Defame, abuse, harass, stalk, or threaten others.
- Interfere with or disrupt the APIs or the servers or networks providing the APIs.
- Perform an action with the intent to negatively affect the GO services, such as DDOS attacks.

Reverse engineering

You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the APIs or portion thereof;

Functionality

You may not use the APIs to replicate or compete with core products or services offered by GO. You acknowledge and agree that GO has or may in the future offer products or services that are similar to your App, and nothing will prevent GO from doing so;

Commercial Use

You may charge for your App or otherwise make profit from the use of the APIs.

However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the APIs. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.

Advertising

You may place advertisements on and around your Application. However, you may not:

1. Use any of the Data in any advertisements or for purposes of targeting advertisements, in your App or elsewhere; or
2. Use contact information obtained from the APIs (including email addresses) to contact GO users outside of GO without their express permission.

App Content

You may not use the APIs in any App that:

1. includes adult content,
2. promotes gambling,
3. involves the sale of tobacco or alcohol to persons under 18 years of age,



4. promotes violence or hatred against groups of people, including, but not limited to, race, religion and sexual orientation
5. promotion or affiliation with a politically exposed person
6. or otherwise violates any applicable law or regulation.

Distribution of your application

You may not distribute or allow access to the APIs to anyone other than, if applicable, the company on whose behalf you entered into these Terms.

Anyone who wants to access our APIs must agree to be bound by these Terms.

Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API.

If GO assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs.

You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client.

You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

API Limitations

GO sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion.

You agree to, and will not attempt to circumvent, such limitations documented with each API.

If you would like to use any API beyond these limits, you must obtain GO's express consent (and GO may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

Scope of acceptable use

You may not use the GO APIs or any other technology:

1. in a manner that accesses or uses any information beyond what GO allows under these Terms or the Documentation;
2. that changes the GO Service;
3. that breaks or circumvents any of GO's technical, administrative, process or security measures;
4. that disrupts or degrades the performance of the GO Service or the GO APIs;
5. that tests the vulnerability of GO's systems or networks.
6. for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage

Communications

Our communications to you and our APIs may contain confidential information.

Confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances.

If you receive any such information, then you will not disclose it to any third party without GO's prior written consent.

GO's confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own.

You may disclose GO confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Your API Clients

The APIs are designed to help you enhance your Apps ("API Client(s)").

Monitoring

You agree that GO may monitor use of the APIs to ensure quality, improve GO products and services and verify your compliance with the Terms.

This monitoring may include GO accessing and using your API Client, for example to identify security issues that could affect GO or its users. You will not interfere with this monitoring.

GO may use any technical means to overcome such interference.

GO may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

Security



You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

Ownership

GO does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with GO and third parties.

Data

Data Accessible Through our APIs

Our APIs may contain some third party data (such as text, images, videos, audio, or software). This data is the sole responsibility of the person that makes it available.

We may sometimes review data to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display data.

Finally, data accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that data or are otherwise permitted by law.

Your access to the data provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

Submission of Data

Some of our APIs allow the submission of data. GO does not acquire any ownership of any intellectual property rights in the data that you submit to our APIs through your API Client, except as expressly provided in the Terms.

For the sole purpose of enabling GO to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable GO Privacy Policy, you give GO a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to Use data submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish.

Before you submit data to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

Retrieval of data

When a user's non-public data is obtained through the APIs, you may not expose that data to other users or to third parties without explicit opt-in consent from that user.

Prohibitions on Data

Unless expressly permitted by the data owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with data returned from the APIs:

- Scrape, build databases, or otherwise create permanent copies of such data, or keep cached copies longer 24 hours or than permitted by the cache field of the HTTP header, whichever comes first;
- Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- Misrepresent the source or ownership; or
- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Modifications

Modifications to the terms

We may revise these Terms from time to time to reflect changes to the law or changes to our APIs and the most current version will always be posted on our website, so please check it regularly. If a revision is material we will notify you (for example via our developer blog or by email).

Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately.

By continuing to access or use the GO APIs after revisions become effective, you agree to be bound by the revised Terms.

If you do not agree to the new terms, you must terminate this Agreement, stop using the GO APIs, delete all GO Content and cease all operation, promotion, distribution and support of all your products and services that rely on the GO APIs.

API Modifications



GO reserves the right to modify the GO APIs and to release subsequent versions of the GO APIs at any time without notice to you. You may be required to obtain and use the most recent version of the GO APIs in order for your SDA to function.

You acknowledge that GO may update or modify the GO APIs from time to time, and at its sole discretion (in each instance, an "Update"). You are required to implement and use the most current version of the GO API and to make any changes to your Services that are required as a result of such Update, at your sole cost and expense.

Updates may adversely affect the manner in which your Services access or communicate with the GO API or display Content. Your continued access or use of the GO APIs following an update or modification will constitute binding acceptance of the Update.

API Deprecation

If GO in its discretion chooses to cease providing the current version of the Service, whether through discontinuation of the Service or by upgrading the Service to a newer version, the current version of the Service will be deprecated and become a "Deprecated Version" of the Service. GO will issue an announcement if the current version of the Service will be deprecated. For a period of one year after an announcement (the "Deprecation Period"), GO will use commercially reasonable efforts to continue to operate the Deprecated Version of the Service and to respond to problems with the Deprecated Version of the Service deemed by GO in its discretion to be critical. During the Deprecation Period, no new features will be added to the Deprecated Version of the Service.

Brand Features; Attribution

Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of GO's Brand Features (including any goodwill associated therewith) will inure to the benefit of GO.

Attribution

You agree to display any attribution(s) required by GO as described in the documentation for the API. GO hereby grants to you a non-transferable, non-sublicenseable, non-exclusive license while the Terms are in effect to display GO's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the GO Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using GO's Brand Features, you must follow the GO Brand Features Use Guidelines. You understand and agree that GO has the sole discretion to determine whether your attribution(s) and use of GO's Brand Features are in accordance with the above requirements and guidelines.

Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by GO without GO's prior written approval.

Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated GO products, GO may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

GO Privacy Policies

By using our APIs, GO may use submitted information in accordance with our Privacy Policy.

Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.
Termination

Revoking Your Access

GO reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

If we have reason to believe that you are acting in breach of these API Terms of Use or the User Terms, or if we object to your use of the APIs for any other reason, we will revoke your access to the APIs by invalidating your client ID and client secret key.

Any attempt to circumvent this and obtain a new client ID and client secret key is strictly prohibited and punishable by law.

Voluntary Termination

If you want to terminate the Terms, you must provide GO with prior written notice and upon termination, cease your use of the applicable APIs.

Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the GO Brand Features, and delete any cached or stored content that was permitted by the cache header.

GO may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.



Upon termination your use of the GO APIs for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the GO APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require a GO user to delete Data stored in GO if the GO user is prohibited from accessing the GO API.

Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply

Liability for our APIs

A. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER GO NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

B. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, GO, AND GO'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GO, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, GO, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify GO, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- your misuse or your end user's misuse of the APIs;
- your violation or your end user's violation of the Terms; or
- any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

Governing Law

The Agreement and any matters relating here to shall be governed by and construed in accordance with Maltese law. All disputes in connection with the Agreement shall be exclusively settled by the Courts of Malta who will have sole and exclusive jurisdiction. The Parties hereby waive all means of recourse to the courts of any country.

Irrespective of the foregoing, GO shall have the right to commence and pursue proceedings in any other court that would otherwise have jurisdiction to protect any of its rights under this Agreement. This clause shall survive termination of the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.