

ConSynSys APIs Terms of Use

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Thank you for developing with ConSynSys!

By accessing or using ConSynSys APIs, including within a software application, website, tool, service, or product you create or offer to Customers (your "**Application**"), you are agreeing to these terms and to comply with any accompanying documentation that applies to your use of the ConSynSys APIs ("**API Terms**") with ConSynSys Technologies, Inc ("**ConSynSys**", "**we**", "**us**", or "**our**"). You represent and warrant to us that you have the authority to accept these API Terms on behalf of yourself, a company, and/or other entity, as applicable. We may change, amend or terminate these API Terms at any time. **Your use of the ConSynSys APIs after any change or amendment means you agree to the new API Terms. If you do not agree to the new API Terms or if we terminate these API Terms, you must stop using the ConSynSys APIs.**

1. Defined Terms

a) "**Customer(s)**" means the licensee(s) of a ConSynSys online service ("**ConSynSys Offering**") and if the licensee is an organization, includes their administrators and end users.

b) "**ConSynSys APIs**" means (i) any form of machine accessible application programming interface that ConSynSys makes available which provides access to a ConSynSys Offering, including all associated tools, elements, components and executables therein, (ii) any ConSynSys sample code that enables interactions with a ConSynSys Offering, and (iii) documentation that ConSynSys makes available to help enable your access to the ConSynSys APIs.

2. Scope and Application Registration

a) These API Terms govern your use of ConSynSys APIs except:

1. if you have entered into another agreement with ConSynSys that expressly supersedes these API Terms and governs your use of specific ConSynSys APIs, or
2. for any APIs other than the APIs listed in section 1.b) of these terms, if you access APIs that present accompanying terms ("**Accompanying Terms**") and you have accepted those Accompanying Terms, then those Accompanying Terms will apply to your access of those APIs.

b) Registration for your Application may be required pursuant to documentation. If registration is required, you must register your Application with ConSynSys. Your

registration must be accurate and kept up to date by you at all times. Once you have successfully registered an Application, you will be given access credentials for your Application. "Access Credentials" means the necessary security keys, secrets, tokens, and other credentials to access the ConSynSys APIs. The Access Credentials enable us to associate your Application with your use of the ConSynSys APIs. Do not try to circumvent them. All activities that occur using your Access Credentials are your responsibility. Access Credentials are non-transferable and non-assignable. Keep them secret. We have no liability to you for, nor any obligation to remedy, your loss of control over, or anyone's misuse of, your Access Credentials.

3. ConSynSys APIs License and Guidelines

a) **ConSynSys APIs License.** Subject to your compliance with all of the API Terms, ConSynSys grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the ConSynSys APIs to develop, test, and support your Application, and to allow Customers to use your integration of the ConSynSys APIs within your Application. You may use the ConSynSys APIs only as expressly permitted in these API Terms. Violation of these API Terms may result in the suspension or termination of your use of the ConSynSys APIs.

b) **ConSynSys APIs Guidelines**

You may NOT:

1. use the ConSynSys APIs in a way that could impair, harm or damage ConSynSys, the ConSynSys APIs, any ConSynSys Offering, or anyone's use of the ConSynSys APIs or any ConSynSys Offerings;
2. use the ConSynSys APIs to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to or which can be accessed via the ConSynSys APIs;
3. use the ConSynSys APIs, or any information accessed or obtained using the ConSynSys APIs, for the purpose of migrating Customers away from a ConSynSys Offering, except in connection with use of the ConSynSys APIs by your Application or unless expressly permitted by ConSynSys pursuant to a duly executed written agreement;
4. scrape, build databases or otherwise create copies of any data accessed or obtained using the ConSynSys APIs, except as necessary to enable an intended usage scenario for your Application;
5. request from the ConSynSys APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for Customers to use the intended functionality of your Application;
6. use an unreasonable amount of bandwidth, or adversely impact the stability of the ConSynSys APIs or the behavior of other apps using the ConSynSys APIs;
7. Attempt to circumvent the limitations ConSynSys sets on your use of the ConSynSys APIs, which ConSynSys in its sole discretion sets and enforces on

- your use of the ConSynSys APIs -- e.g., limiting the number of API requests that you may make or the number of users you may serve;
8. use ConSynSys APIs in any manner that works around any technical limitations of the ConSynSys APIs or of the accessed ConSynSys Offering, or reverse engineer, decompile or disassemble the ConSynSys APIs, except and only to the extent that applicable law expressly permits such activity despite this limitation;
 9. use the ConSynSys APIs, or any data obtained using the ConSynSys APIs, to conduct performance testing of a ConSynSys Offering unless expressly permitted by ConSynSys pursuant to a duly executed written agreement;
 10. use the ConSynSys APIs, or any data obtained using the ConSynSys APIs, to identify, exploit or publicly disclose any potential security vulnerabilities;
 11. request, use or make available any data obtained using the ConSynSys APIs outside any permissions expressly granted by Customers in connection with using your Application;
 12. use or transfer any data accessed or obtained using the ConSynSys APIs, including any data aggregated, anonymized or derived from that data (collectively the "**ConSynSys APIs Data**") for advertising or marketing purposes including (i) targeting ads, or (ii) serving ads. For purposes of clarity, this prohibition on using ConSynSys APIs Data for advertising or marketing purposes does not extend to using other data, such as (i) the number of users of your Application, (ii) a user identifier you independently receive from a user (e.g., an email address you receive when a user enrolls to use your Application, a device identifier, or an advertising identifier), or (iii) a product or service identifier that identifies a ConSynSys Offering;
 13. make your Application available for use in a manner that circumvents the need for users to obtain a valid license to the ConSynSys application or service that is accessed through the ConSynSys APIs;
 14. redistribute or resell, or sublicense access to, the ConSynSys APIs, any data obtained using the ConSynSys APIs, or any other ConSynSys Offering accessed through the ConSynSys APIs; or
 15. misrepresent expressly, by omission, or implication, the need for users to obtain a valid license to the ConSynSys application or service that is accessed through the ConSynSys APIs;
 16. falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of queries coming from an Application to hide a violation of this agreement; or
 17. use the ConSynSys APIs or allow any user to use the Application in a way that violates applicable law, including:
 - a. illegal activities, such as child pornography, gambling, piracy, violating copyright, trademark or other intellectual property laws;
 - a. intending to exploit minors in any way;
 - a. accessing or authorizing anyone to access the ConSynSys APIs from an embargoed country under U.S. law or as prohibited by the U.S. government;
 - a. threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason; or
 - a. violating applicable privacy laws and regulations; or

2. use the ConSynSys APIs in a way that could create, in ConSynSys's sole discretion and judgment, an unreasonable risk to Customers from a security or privacy perspective.

4. Security

You warrant that your Application has been developed to operate with ConSynSys API content in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems (collectively, "**Systems**") must be properly configured to securely operate your Application and store content collected through your Application (including the ConSynSys API content). Your Application must use reasonable security measures to protect the private data of your users.

We may use technology to detect, prevent or limit the impact of any issues caused by your Application (before, after, or instead of suspension of your access). This may include, for example, (i) filtering to stop spam, (ii) performing security or privacy monitoring regarding scraping, denial of service attacks, user impersonation, application impersonation, or illicit consent grant(s), or (iii) limiting or terminating your access to the ConSynSys APIs.

You will permit ConSynSys reasonable access to your Application for purposes of monitoring compliance with these API Terms. You will respond to any questions by ConSynSys about your compliance with these API Terms.

We may restrict or terminate access to the APIs or perform an audit (including by hiring an independent auditor acting on our behalf) of your Application if you fail to provide adequate information and materials (including up to two full-featured instances of your Application) to verify your compliance with these Terms (including, in particular, your security and privacy obligations under these API Terms).

You must have a process to respond to any vulnerabilities in your Application, and in the case of any vulnerabilities related to your Application's connection to the ConSynSys APIs discovered by you or reported to you by a third party, you agree that you will provide vulnerability details to ConSynSys via your designated partner manager.

In the event of a data breach by you resulting from any aspect of the ConSynSys APIs involving your Application, or any data collected through your Application, you will promptly contact your ConSynSys designated partner manager and provide details of the data breach. You agree to refrain from making public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from ConSynSys in each instance as it relates to the ConSynSys APIs.

The rights and requirements of this section -- **4. Security** -- will survive for five (5) years following any termination of these API Terms.

5. Your Compliance with Applicable Privacy and Data Protection Laws

You must comply with all laws and regulations applicable to your use of the data accessed through the ConSynSys APIs, including without limitation laws related to privacy, biometric data, data protection and confidentiality of communications. Your use of the ConSynSys APIs is conditioned upon implementing and maintaining appropriate protections and measures for your service and Application, and that includes your responsibility to the data obtained through the use of the ConSynSys APIs. For the data you obtained through the ConSynSys APIs, you must:

- a) obtain all necessary consents before processing data and obtain additional consents if the processing changes ("**Data Access Consents**"),
- b) in the event you're storing data locally, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as reflected in the data obtained through your use of the ConSynSys APIs,
- c) implement proper retention and deletion policies, including deleting all data when your user abandons your Application, uninstalls your Application, closes its account with you, or abandons the account, and
- d) maintain and comply with a written statement available to Customers and users that describes your privacy practices regarding data and information you collect and use ("**Your Privacy Statement**"), and that statement must be as protective as the [ConSynSys Privacy Statement](#).

Nothing herein shall be construed as creating a joint controller or processor-sub-processor relationship between you and ConSynSys.

6. Changes to the ConSynSys APIs and API Terms

WE MAY CHANGE OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE CONSYNSYS APIs AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees or setting and enforcing limits on your use of additions to the ConSynSys APIs. We may also impose limits on certain features and services or restrict your access to some or all of the ConSynSys APIs. We may release subsequent versions of the ConSynSys APIs and require that you use those subsequent versions at your sole cost and expense.

Any version of the ConSynSys APIs designated as "preview", "pre-release" or "beta" ("**Preview API**") may not work in the same way as a final version. We may change or not release a final or commercial version of a Preview API in our sole discretion.

WE MAY MODIFY THESE API TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE CONSYNSYS APIs FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE API TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE API TERMS.

7. Feedback

If you give feedback about the ConSynSys APIs to ConSynSys, you give to ConSynSys, for no consideration, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires ConSynSys to license its software or documentation to third parties because ConSynSys includes your feedback in them. These rights survive these API Terms.

8. Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the ConSynSys APIs ("**Confidential Information**"), which is confidential and proprietary to ConSynSys. You may use Confidential Information only as necessary in exercising your rights granted under these API Terms. You may not disclose any Confidential Information to any third party without ConSynSys's prior written consent. You agree that you will protect any Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information.

9. Termination and suspension

a) We may suspend or immediately terminate these terms and conditions, any rights granted herein, and/or your license to the ConSynSys APIs, in our sole discretion at any time, for any reason. You may terminate these terms and conditions at any time by ceasing your access to the ConSynSys APIs.

b) Upon termination, all licenses granted herein immediately expire and you must cease use of the ConSynSys APIs. You must also comply with Customer's instruction to return or delete any data accessed or obtained through the ConSynSys APIs, unless expressly permitted by ConSynSys or prohibited by law. Neither party will be liable to the other for any damages resulting solely from termination of these API Terms.

10. Warranties

a) EXCEPT AS WARRANTED IN ACCOMPANYING TERMS, CONSYNSYS AND ITS RESPECTIVE AFFILIATES AND SUPPLIERS PROVIDE THE CONSYNSYS APIs "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THEM. WE PROVIDE NO WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING APPLICATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) CONSYNSYS DOES NOT CONTROL, REVIEW, REVISE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY THIRD-PARTY CONTENT, INFORMATION, MESSAGES, MATERIALS, PROJECTS ACCESSIBLE FROM OR LINKED THROUGH THE CONSYNSYS APIs, AND, EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, CONSYNSYS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT AND SHALL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING. ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

11. Defense of claims

a) We will defend you against any claims made by an unaffiliated third-party that the ConSynSys APIs infringe its patent, copyright or trademark or makes unlawful use of its trade secret. You will defend us against any claims made by an unaffiliated third-party arising from (1) your misuse of the ConSynSys APIs; (2) your violation of these terms and conditions; (3) any content or data routed into or used with the ConSynSys APIs, those acting on your behalf, or your end users.

b) Our obligations in Section 11(a) will not apply to a claim or award based on: (i) user data, non-ConSynSys product or modifications you make to the ConSynSys APIs, or materials you provide or make available as part of using the ConSynSys APIs; (ii) your combination of the ConSynSys APIs with, or damages based upon the value of, a non-ConSynSys product, data or business process; (iii) your use of a ConSynSys trademark without our express written consent, or your use of the ConSynSys APIs after we notify you to stop due to a third-party claim; or (iv) your redistribution of the ConSynSys APIs to, or use for the benefit of, any unaffiliated third-party.

c) If we reasonably believe that a claim under Section 11(a) may bar your use of the ConSynSys APIs, we will seek to: (i) obtain the right for you to keep using them; or (ii) modify or replace them with a functional equivalent. If these options are not commercially reasonable, we may terminate your rights to use the ConSynSys APIs.

d) We and you must notify the other promptly of a claim under this Section 11. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (iii) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (iv) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section 11 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

12. Limitation of liability

a) WE WILL NOT BE LIABLE FOR LOSS OF REVENUE, LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF WE KNEW THEY WERE POSSIBLE.

b) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THESE API TERMS), YOU AGREE THAT YOUR EXCLUSIVE REMEDY IS TO RECOVER, FROM CONSYNSYS OR ANY AFFILIATES, RESELLERS, DISTRIBUTORS, SUPPLIERS (AND RESPECTIVE EMPLOYEES, SHAREHOLDERS, OR DIRECTORS) AND VENDORS, ONLY DIRECT DAMAGES UP TO USD \$5.00 COLLECTIVELY. YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims related to these terms and conditions or your use of the ConSynSys APIs.

13. Miscellaneous

a) All rights not expressly granted herein are reserved by ConSynSys. You acknowledge that all intellectual property rights within the ConSynSys APIs remain the property of ConSynSys and nothing herein will act to transfer any of these intellectual property rights to you.

b) You must send notices by mail to: ConSynSys, 1771 South Sutro Terrace, Carson City, Nevada, 89706, USA.

You agree to receive electronic notices from us related to the ConSynSys APIs, which will be sent by email to your specified end user or administrator contact information or presented to you in the ConSynSys APIs experience. You must keep your contact information updated. Notices are effective on the date on the return receipt for mail, the date sent for email, and the date presented if within the ConSynSys APIs experience.

c) You may not assign or delegate any rights or obligations hereunder either in whole or in part, including in connection with a change of control. Any purported assignment and delegation by you shall be ineffective. We may freely assign or delegate all rights and obligations hereunder, fully or partially, without notice to you.

d) If any part of these terms and conditions are held unenforceable, the rest remain in full force and effect.

e) Failure to enforce any provision of these terms and conditions will not constitute a waiver.

f) We are independent contractors. These terms and conditions do not create an agency, partnership or joint venture.

g) There are no third-party beneficiaries to this agreement.

h) If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Carson City, Nevada, for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

i) The ConSynSys APIs are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

j) Availability of the ConSynSys APIs, including specific features and language versions, varies by country.