Last Updated: 10-21-2024

This Acceptable Use Policy ("AUP" or "Policy") is published by Updox, LLC ("Updox") to ensure the safe, legal, and compliant use of Updox's Application Programming Interfaces, including any use of Updox Webhooks ("APIs"). This Policy governs all use of the APIs, and users ("User") must adhere to its terms.

By accessing or using the APIs, the User agrees to comply with this Policy and to accept full responsibility for all activity generated via API Keys issued to User. If the User does not agree, the User should refrain from using the APIs. Updox reserves the right to modify the Policy at any time. Continued use of the APIs after any changes will be considered acceptance of the updated Policy. If any modification is unacceptable to the User, the User may terminate their use of the APIs.

1. Permitted Use.

1.1 <u>Definitions</u>.

a) "**Content**" means any content provided through the APIs (whether created by Updox or its third-party licensors, or any third-party entity whose data is transmitted via the APIs).

b) "**Developed Application**" means a software application or website that uses the APIs to obtain and display Content in conjunction with Developer Content.

c) **"End User"** means the individual who has purchased access to User Developed Application under their end user license agreement.

d) "**Developer Content**" means any content that User provides in their Developed Application. Developer Content does not include the Content.

e) "**Third Party Content**" means any content or data transmitted via the APIs that originates from a third-party entity and is imported via a Developed Application.

1.2 <u>Service License</u>. Subject to the terms of this Policy, Updox grants User a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right and license to use the APIs to provide Content to End Users solely through the Developed Application.

1.3 <u>Content License</u>. Subject to the terms of this Policy, Updox grants User a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right and license to access, use, publicly perform and publicly display the Content in the Developed Application, as the Content is provided in the APIs and in the manner permitted by this Policy.

Specifically, User understands the following:

a) Content is not intended to be used in high-risk applications. The Content is provided "AS IS". The Content is not guaranteed to be complete, accurate or without errors and User should exercise judgment in use of the Content.

b) Updox does not provide any legal, tax or other professional advice to User. Users should consult with their legal, tax, accounting or other professional advisers to confirm, interpret, and apply Content to their individual situation. Updox has no liability to User or End Users for reliance on the Content.

1.4 Third Party Content Responsibilities.

a) The User is solely responsible for obtaining all requisite consents and authorizations from thirdparty entities whose data is transmitted via the APIs.

b) The User bears full responsibility for its use of such third-party data, ensuring compliance with all applicable laws, regulations, and agreements.

c) Updox makes no warranties or guarantees concerning the accuracy, completeness, or integrity of Third-Party Content and assumes no liability for the use of such data.

1.5 Use Rights. User's use of the APIs is conditioned on compliance with the terms of this Policy. Failure to abide by the terms of this Policy may result in immediate termination of access to the APIs, in Updox's sole discretion.

1.6 Restrictions. In using the APIs, User will not:

a) Other than providing access to APIs through the Developed Application, User will not provide End Users with direct access to the APIs;

b) Provide End Users with the APIs functionality as a "service bureau" or "service provider", rather User can only provide End Users with Content;

c) Permit the Developed Application to contain or display adult content, promote illegal activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the APIs, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the APIs to make unauthorized entry to any other device accessible via the network or the APIs;

d) Remove, distort, cover or change any attribution, ownership or other proprietary rights statements, policies or notices contained in the APIs or the Content, including copyright and trademark notices or terms of use links;

e) Use or access (or permit End Users to use or access) the APIs or any Content through technology or means other than those provided by the APIs;

f) Hide or mask from Updox the identity of the Developed Application as it uses the APIs, including by failing to follow any applicable identification conventions set out in the APIs documentation;

g) Attempt to reverse engineer or decompile the APIs or any component of the APIs;

h) Attempt to create a substitute or similar service through use of or access to the APIs.

1.7 Use Policies. By using the APIs, User agrees to abide by the following use policies, in which User agrees they will not (and will not permit End Users to):

a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

b) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

c) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless User is the owner of the rights, or have the permission of the owner or other legal justification to use such content;

d) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;

e) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law or any applicable APIs policies or guidelines;

f) download any file posted by another that User knows, or reasonably should know, cannot legally be distributed in such manner;

g) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;

h) restrict or inhibit any other user from using and enjoying the APIs or any other Updox services;

i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the APIs or Content or collect information about users for any unauthorized purpose;

j) display content in User's Developed Application that falsely expresses or implies that such content is sponsored or endorsed by Updox;

k) create user accounts by automated means or under false or fraudulent pretenses, to obtain multiple keys for the same URL on our Portal unless approved by Updox;

l) promote or provide instructional information about illegal activities;

m) promote physical harm or injury against any group or individual; or

n) transmit any malicious code (including but not limited to viruses, worms, defects, and Trojan horses), or any other items of a destructive nature.

o) store their API keys in unsecured locations or expose them through logs, source control, or public interfaces.

p) directly embed API keys within application code.

1.8 <u>Determination of Compliance</u>. Updox reserves the sole right and discretion to determine whether User's use of the APIs or Content is in compliance with the Policy.

1.9 <u>Right to Revoke API Keys</u>. Updox reserves the right to revoke API keys for any reason at its sole discretion. This includes, but is not limited to, immediate revocation without notice if Updox determines that a User's use of their API keys is in any way adversely affecting the overall Updox environment.

2. Licenses from User to Updox.

2.1 <u>Content License</u>. Updox claims no ownership over Developer Content, and User retains copyright and any other rights they already hold in Developer Content. By submitting, posting or displaying Developer Content in the APIs, User gives Updox a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute Developer Content through the APIs solely for the purposes of: (i) enabling Updox to provide User with the APIs; and (ii) use data derived from User or End User's use of the APIs for the limited purposes of performing analytics on the APIs performance, or for the purpose of improving or enhancing the APIs or other products or services offered by Updox to its customers; all in accordance with the Updox Privacy Policy.

2.2 <u>Marketing License</u>. User grants Updox a worldwide, royalty-free, non-transferable, and non-exclusive license during the Term to use User's name and trademark and Developer Content to publicize or advertise that User is using the APIs.

2.3 <u>Authority to Grant Licenses</u>. User represents and warrants to Updox that they have all the rights, power and authority necessary to grant the above licenses.