# Trellance APIs Terms of Service

Last modified: August 30, 2024

Thank you for using Trellance's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. 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." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Company products or services, then the terms for those other products or services also apply.

Under the Terms, "Company" means Trellance Cooperative Holdings, Inc., including its subsidiaries and affiliates, with offices at 7650 W. Courtney Campbell Causeway, Suite 900, Tampa, Florida 33607, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Company" as "we," "our," or "us" in the Terms.

## Section 1: Account and Registration

### a. Accepting the Terms

You cannot use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Company, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States and of any other applicable countries, including the country in which you are resident or from which you use the APIs. If you are using the APIs on behalf of an entity, 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 (and all references to "you" in the Terms refer to that entity).

### b. Registration

In order to access certain APIs you may be required 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. This will include a list of all IP addresses that will access the API. Any registration information you give to Company will always be accurate and up to date and you'll inform us promptly of any updates.

Company currently will support your preferred OAuth 2.0, SAML or EntraID Identity Provider. You must provide us with your identity provider (secrets or certificate, Token URL/SAML endpoint or OAuth well-known configuration endpoint).

### d. Fees and Payments

1. Company calculates and bills its fees and charges on a monthly basis. Commencing thirty (30) days from the date you receive access to the API and the Company Data ("**Effective Date**") and continuing on the same day of the month as the Effective Date for each calendar month thereafter and continuing until the termination of this Agreement, you shall pay the Company any fees charged under this Agreement in accordance with the invoice provided to you, within fifteen (15) days of receipt. Changes to the fees are effective thirty (30) days after written notice to you.

2. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with the license granted hereunder. If Company has the legal obligation to pay or collect Taxes for which you are responsible under this section, Company will invoice you, and you will pay that amount unless you provide Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Company will calculate applicable Taxes based on the address where you will primarily use the API as specified in the relevant order form. You will be responsible for self-assessing and paying any additional Taxes arising from your use of the API at a different address. You will promptly notify Company of any changes to your address specified in the order form. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

# Section 2: Use of the APIs

## a. Permitted Use

You will only access an API by the means described in the documentation of that API and only through your permitted account ID. You will not misrepresent or mask your identity or that of your API Clients (defined below). 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, and with all privacy and data security 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 Company (or its affiliates).

You are responsible for use of the APIs by your end users.

## c. Restrictions

Company may impose limits on your use of the APIs 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 Company's express written consent (and Company may decline such request or condition acceptance on your

agreement to additional terms and/or charges for that use). To seek such approval, contact us in accordance with the Notices provisions below.

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

1. Sublicense an API for use by a third party. You will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.

2. Perform an action with the intent of introducing to Company products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.

3. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.

5. Use the APIs for any activities that violate any law, rule or regulation, including to defame, abuse, harass, stalk, or threaten others; or to promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

6. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage.

7. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

8. Remove, obscure, or alter any Company terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Company, Company does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Company unless you have received prior written consent to such use from Company. Similarly, the Company does not represent or warrant that the APIs or your use thereof will comply with any laws, rules or regulations applicable to your business.

# Section 3: Ownership and Intellectual Property Rights

## a. Company Information

The APIs and all related data, systems, documentation and all intellectual property rights related thereto, and all content and all information with regard thereto or contained therein

(the "Company Information") are the sole and exclusive property of Company and its licensors and are protected under various intellectual property laws. Except for the rights expressly granted pursuant to Section 2a above, Company and its licensors retain all right, title, and interest in and to the Company Information, including all intellectual property rights therein. Company may modify the APIs and documentation at any time and from time to time and the definitions of Company Information shall be deemed to also include such modifications. Company shall have the right to audit your compliance with payments, maintaining the confidentiality of Company Information, and any other restrictions and/or obligations in these terms.

## b. Open-Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open-source software license expressly supersedes the Terms, the open-source license instead sets forth your agreement with Company for the applicable open-source software.

## c. Trellance Marks

Marks include all of Trellance's trade names, trademarks, service marks, logos, domain names, and other distinctive branding. Except where expressly stated, the Terms do not grant you any right, title, or interest in or to the Marks. All use by you of the Marks (including any goodwill associated therewith) will inure to the benefit of Company. You agree to display any attribution(s) required by Company as described in the documentation for the API. Company hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display the Marks for the sole purpose of promoting or advertising that you use the APIs. You understand and agree that Company has the sole discretion to determine whether your attribution(s) and use of Marks are in accordance with the above requirements and guidelines.

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Company products, Company 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.

# Section 4: Security

## a. Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT COMPANY MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE COMPANY PRODUCTS AND SERVICES, AND VERIFY

YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Company accessing and using your API Client, for example to identify security issues that could affect Company or its users. You will not interfere with this monitoring. Company may use any technical means to overcome such interference. Company 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.

## b. 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.

## c. Ownership

Company 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.

# Section 5: Confidentiality

## a. Confidential Matters

1. 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.

2. Our communications to you and our APIs may contain Company confidential information. Company 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 Company's prior written consent. Company 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 Company 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.

3. You will comply with (1) all applicable privacy laws and regulations including those applying to personal data and (2) the Privacy Policy, which governs your use of the APIs when you request access to Company user information. 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 Company and third parties. To the extent required by data

protection laws applicable to the parties' processing of personal data under these Terms, the parties agree to the Company Controller-Controller Data Protection Terms.

# Section 6: Content

### a. Content Accessible Through our APIs

The APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content, however, we do not represent or warrant that we will do so. Please understand that content available through the 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 content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy, in addition to any restrictions or limitations set forth in these terms.

### b. Submission of Content

Some of the APIs allow the submission of content. Company does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Company to provide, secure, and improve the APIs (and the related service(s)), you give Company a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use, host, store, modify, communicate, and publish content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means. Before you submit content 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.

### c. Prohibitions on Content

Unless expressly permitted by the content 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 content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

3. Misrepresent the source or ownership; or

4.  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.

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

# Section 7: Privacy and Copyright Protection

### a. Company Privacy Policies

By using our APIs, Company may use submitted information in accordance with the Trellance Privacy Policy: https://www.trellance.com/privacy-policy/.

# Section 8: Termination

### a. Termination

You may stop using our APIs at any time with or without notice. If you want to terminate the Terms, you must provide Company with prior written notice and upon termination, cease your use of the applicable APIs. Company 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.

### b. 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 Marks, and delete any existing cached or stored content. Company 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.

### c. Surviving Provisions

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

# Section 9: Liability for our APIs

### a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER COMPANY NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY REPRSENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE APIS, INCLUDING WITHOUT LIMITATION

THOSE RELATING TO THE CONTENT ACCESSED THROUGH THE APIS; YOUR USE OF THE APIS, INCLUDING BUT NOT LIMITED TO YOUR CHOICE OF INTERNAL AND EXTERNAL APPLICATIONS, COMPONENTS, AND THIRD-PARTY TOOLS FOR THE APIS AND THE ACTS OR OMISSIONS OF THIRD PARTIES REGARDING EXTERNAL APPLICATIONS, COMPONENTS, AND THIRD-PARTY TOOLS; THE SPECIFIC FUNCTIONS OF THE APIS; OR THE APIS' 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

COMPANY, AND COMPANY'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

THE TOTAL AGGREGATE LIABILITY OF COMPANY, 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 DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

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

## c. Indemnification

You will defend and indemnify Company, 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:

1. your misuse or your end user's misuse of the APIs;

2. your violation or your end user's violation of the Terms; or

3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

# Section 10: General Provisions

## a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should review the Terms regularly. We'll po

st notice of modifications to the Terms within the documentation of each applicable API or to this website. Changes will become effective no sooner than 30 days after they are posted, however, changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

## b. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

## c. Communications Between Us

We may communicate with you by posting information within the API or to this website, or by email.

You may communicate with us by email. All legal notices must be sent to us by email to legal@trellance.com.

## d. Feedback

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

## e. Publicity

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

## f. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Company may develop products or services that may compete with the API Clients or any other products or services.

## g.  Legal Terms; Disputes

The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. Delay by Company in enforcing its rights under the Terms does not constitute a waiver of such rights. If a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement

between you and Company relating to its subject and supersede any prior or contemporaneous agreements on that subject.

Except as set forth below: (i) the laws of Florida, U.S.A., excluding Florida's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HILLSBOROUGH COUNTY, FLORIDA, USA, AND YOU AND COMPANY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of Florida (excluding Florida's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN HILLSBOROUGH COUNTY, FLORIDA.

Nothing in the Terms will limit either party's ability to seek injunctive relief.