



BECO.IO API TERMS AND CONDITIONS

BY CLICKING THE “ACCEPT” BUTTON OR ACCESSING OR USING THE BECO, INC. (“**BECO**,” “**WE**,” “**US**,” OR “**OUR**”) APPLICATION PROGRAMMING INTERFACE AND ANY RELATED TOOLS, DOCUMENTATION, SERVICES, ANY ASSOCIATED SOFTWARE AND BECO PROVIDED CONTENT, INFORMATION AND MATERIALS (COLLECTIVELY, “**APIs**”), THE INDIVIDUAL OR ENTITY ACCESSING OR USING THE API (“**YOU**”) AGREES TO BE BOUND BY, AND BECOME A PARTY TO, THESE “**TERMS**”. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE API.

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 may wish to save a copy of these Terms for your records. It is your responsibility to regularly check these Terms for updates and changes, which shall be legally binding upon you when we post them (superseding any prior rights and obligations that may apply with respect to the API), whether or not we provide you any other notice of such changes. The currently applicable Terms will be posted at www.beco.io/APITerms. The applicable effective date for each such set of Terms will be included. Your continued use of the API after any update to these Terms will be deemed to confirm your consent to be bound by, and agreement with, the revised Terms. If you disagree with the revised Terms, whether in whole or in part, you will need to cease use of the API.

1. OVERVIEW

1.1 Our Service. The API allows your software applications or websites (“**Application**”) to directly interface with Beco’s products and web services.

1.2 Accounts. In order to accessing, using and/or embedding the API into your Applications, you must register for an account with Beco (an “**Account**”) and 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. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. Beco may suspend or terminate your Account if you breach any of these Terms. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under you Account. You agree to immediately notify Beco of any unauthorized use, or suspected unauthorized use, of your Account, or any other breach of security. Beco will not be liable for any loss or damage arising from your failure to comply with the above requirements.

1.3 API Key. After completing your registration, which includes the URL for the website where you intend to use the API, and agreeing to these Terms, you will be issued an electronic key that is uniquely assigned to you and associated with the URL of your website. Your Application must import the API using an HTML “script” tag that contains this key, as described in the API documentation. We may block any requests with an invalid key or invalid URL.

2. LICENSED USES AND RESTRICTIONS

2.1 License Grant. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-assignable, non-transferable license to internally use and access the API and embed the API into your Application in accordance with the documentation or specifications included in the API in order for your Application to connect with the Beco products and web services.

2.2 Restrictions. You agree that you will not, and will not assist, permit, authorize, or enable others to do any of the following restrictions (each, a “**Restriction**”) without our express written consent: (i) reverse engineer or decompile the API or any component, or attempt to create a substitute or similar service through use of or access to the API, unless this is expressly permitted or required by applicable law; (ii) copy, rent, lease, sell, transfer, assign, sublicense, or alter any part of the API; (iii) use Beco’s name to endorse or promote any product, including a product derived from the API; (iv) use the API for any illegal, unauthorized, or otherwise improper purposes, or in any manner which would violate these Terms; (v) remove any legal, copyright, trademark,

or other proprietary rights notices contained in or on the API or our products or services; (vi) use the API in a manner that, as determined by Beco, in our sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the API documentation; (vii) request, collect, solicit, or otherwise obtain access to sign-in names, passwords, or other authentication credentials for Beco, other than by directing users to Beco or an applicable website in the mechanism specifically provided by the API; (viii) imply inaccurate affiliation, sponsorship or endorsement of you or your Application by Beco; or (ix) use any robot, spider, site search/retrieval application, or other device to collect information about users for any unauthorized purpose. We reserve the right to modify this list of Restrictions upon notice to you.

2.3 Usage Limitations. We may limit (i) the number of network calls that your Application may make via the API, (ii) the maximum file size, and (iii) the maximum Content that may be accessed, or anything else about the API and the Content it accesses as we deem appropriate, in our sole discretion. We may impose or modify these limitations without notice. We may utilize technical measures to prevent over-usage and stop usage of the API by an Application after any usage limitations are exceeded or suspend your access to the API with or without notice to you in the event you exceed any such limitations.

3. DEVELOPER APPLICATIONS

3.1 App Policy. You are solely responsible and liable for your Applications, and for supporting the Applications. You represent and warrant that your Application will not: (i) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (iii) be unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (vi) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (vii) offer or promote services that may be damaging to, disparaging of, or otherwise detrimental to Beco or its licensors, licensees, affiliates and partners; or (viii) transfer, display or use Content from Beco without the Application.

3.2 Refusal of Certain Applications. Beco shall have the right, in its sole discretion, to refuse to permit your use of the API with a particular Application. Unless Beco states otherwise, such rejection will not terminate these Terms with respect to any other Application. Beco shall have no liability to you for such refusal.

3.3 Monitoring. You agree to provide us with access to your Application and other materials related to your use of the API as reasonably requested by us to verify your compliance with these Terms. You agree that we may crawl or otherwise monitor online Applications and you agree not to block or interfere with such efforts by Beco. You hereby grant to us a paid-up, royalty-free, nonexclusive, worldwide, irrevocable right and license to: (i) use, perform and display your Application (to the extent you have provided us the means to do so); (ii) link to and direct users to your Application; and (iii) sublicense the foregoing rights to third parties that are working with us as development partners, hosting facilities and in similar capacities in order to enable them to perform their services for us.

4. OWNERSHIP

4.1 Ownership. As between you and Beco, Beco owns all rights, title and interest in and to the API and to all output and executables of the API. Except for the license granted in Section 2.1, these Terms grant you no right, title, or interest in any intellectual property owned or licensed by us, including the API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in these Terms. We claim no ownership or control over your Application or your Content, except with respect to any content, information or materials provided by Beco via the API.

4.2 Trademark License. “**Trademarks**” means the trademarks, trade names, logos, domain names, along with any other distinctive brand features of each party. Beco hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license during the term to display Beco’s Trademarks solely for the purpose of promoting or advertising that you use the API in accordance with these Terms. You hereby grant to us a nontransferable, nonexclusive license during the term to use your Trademarks to advertise that you are using the API and to the extent as may be necessary for us to provide you with the API. You understand and agree that Beco has the sole discretion to determine whether your use of our Trademarks is in accordance with our standards for Trademark usage. Except as set forth in this Section 4.2, nothing in these Terms shall grant or shall be deemed to grant to one party any right, title or interest in or to the other party’s Trademarks.

4.3 Your Content. If your Application enables the collection or creation of information or material from your users (“**Content**”): (i) the Application will acquire that user’s affirmative permission to with respect to any User Information (see 4.4) or where any user Content may be reposted; (ii) the Application will provide the user a prominent and clear disclosure detailing how you may use such Content and seeking the necessary consents and licenses for you to use that Content as disclosed; and (iii) your use of Content must adhere to the restrictions set forth in Section 2.2.

4.4 User Information. You may choose to collect information relating to users of your Application (“**User Information**”). If you collect User Information, you will provide to users an applicable privacy policy that clearly discloses your information collection, storage and sharing practices, including the extent to which such User Information is disclosed to third parties like Beco. Your privacy policy must: (i) comply and be consistent with all applicable laws and guidelines, including, but not limited to, data protection regulations in applicable territories and the applicable guidelines of the U.S. Federal Trade Commission; and (ii) allow disclosure of User Information to Beco, to the extent necessary

for your use of the API, in accordance with the then-current Beco Privacy Policy.

5. RELATIONSHIP

5.1 Marketing. We may publicly refer to you, orally or in writing, as an API licensee of Beco and we may publish your name and logo on the Beco website or promotional materials without prior written consent. You grant us all necessary rights and licenses to do so.

5.2 Support. We may provide you with support, upgrades or modifications for the API in our sole discretion. In the event we provide any support, it will be considered part of the API for purposes of Sections 8 and 9 below, and we may terminate the provision of such support or modifications to you at any time without notice or liability to you. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Application. We may redirect users and potential users of your Application to your email address on file for purposes of answering general Application inquiries and support questions.

5.3 Independent Development. You acknowledge and agree that Beco may be independently creating applications, content and other products and services that may be similar to or competitive with your Application and its content, and nothing in these Terms will be construed as restricting or preventing Beco from creating and fully exploiting such applications, content and other items, without any obligation to you. If you elect to provide us with any comments, suggestions, or feedback related to our API, you assign all right, title and interest in and to such comments, suggestions and feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, or compensation or other duty to account.

5.4 Fees. We do not currently charge any fees for using the API or any individual features thereof, but we reserve the right to do so at any time at our sole discretion. We will provide you fifteen (15) calendar days notice of such a charge. If we do charge a fee for using the API or any feature thereof, you do not have any obligation to continue to use the API or the applicable feature.

6. TERM AND TERMINATION

6.1 Term. You agree that these Terms shall be deemed to be in effect upon the date on which you first access or use the API or, if this is a second or later version of the Terms, in accordance with Section 10.

6.2 Suspension and Termination. We may change, suspend or discontinue the availability or any functionality of the API, or any aspect of your access to the API, at any time without notice or liability. We may also impose limits on certain features and services or restrict your access to part or all of the API without notice or liability. Furthermore, Beco may limit, suspend, or terminate your use of the API, and your rights hereunder, at any time. In addition, these Terms shall terminate automatically and without notice immediately upon any breach of these Terms by you. You may terminate these Terms for any reason or no reason at all, at your convenience, by ceasing your use of the API.

6.3 Events on Termination. Upon termination of these Terms: (i) all rights and licenses granted will terminate immediately; (ii) any and all payment obligations, if any, will be due; and (iii) each party will promptly return to the other party all Confidential Information of such party in its possession, custody or control. Neither party shall be liable to the other party for damages of any sort resulting solely from the termination of these Terms. Notwithstanding clause 6.3(i), Beco’s sole obligation as it relates to copies of, or references or links to, your Application will be to, upon written request from you, make

commercially reasonable efforts, as determined in its sole discretion, to remove all such references and links.

6.4 Survival. Sections 4.1, 5.3, 6.3, 6.4, 7, 8, 9 and 11 will survive any termination hereof.

7. CONFIDENTIALITY

7.1 Your Credentials. Your credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your Application. You will keep your credentials confidential and make reasonable efforts to prevent others from using your credentials. Credentials may not be embedded in open source projects.

7.2 Beco Communications. Our communications to you and our APIs may contain Beco confidential information. Beco 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 Beco's prior written consent. Beco 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 Beco 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.

8. DISCLAIMER AND LIABILITY

8.1 Disclaimer. WARRANTIES EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER BECO 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, THAT THE API IS FREE OF INACCURACIES, ERRORS, BUGS OR INTERRUPTIONS, THE RELIABILITY, AVAILABILITY OR ABILITY OF THE API 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 THESE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS AND UNDERTAKINGS.

8.2 Limitation. WHEN PERMITTED BY LAW, BECO, AND BECO'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR RELIANCE DAMAGES RELATED TO THESE TERMS OR THE API, INCLUDING, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EVEN IF BECO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THESE TERMS OR RELATED TO THE API EXCEED ONE HUNDRED DOLLARS (\$100.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

9. INDEMNIFICATION. You agree to defend, indemnify and hold harmless Beco and its affiliates, and their respective directors, officers, agents, licensors, co-branders and other partners and employees from and against any third-party claim arising from or in any way related to your Application, your Content, your use of the API or your breach of any obligation herein, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

10. MODIFICATIONS. We may release subsequent versions of the API and require you to use the most recent version. Your continued use of

the API on any website after such a release will be deemed your acceptance of the modifications. We may also modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API and/or to this website. Changes will become effective no sooner than 30 days after they are posted. 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.

11. GENERAL. These Terms constitute the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. The words "include" and "including" shall not be construed as terms of limitation. The parties hereto are independent contractors. Nothing in these Terms shall be deemed to create an agency, employment, partnership, fiduciary, or joint venture relationship between the parties and neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. These Terms shall be governed in accordance with the laws of the Commonwealth of Massachusetts without reference to its conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of these Terms shall be in the state or federal courts, as applicable, located in Boston, Massachusetts. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. You may not assign your rights or obligations under these Terms to any other party without Beco's written consent. Any assignment in violation of the foregoing is null and void. These Terms inures to the benefit of and is binding upon the parties hereto and their successors and assigns. Failure to enforce or a waiver by either party of one default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. Neither party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war. The API is "commercial computer software" and any associated documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the API or such documentation by the United States Government shall be governed solely by the terms of these Terms. Notices required or permitted hereunder to Beco shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid to Beco, Inc., 50 Milk Street, 16th Floor, Boston, MA 02109, Attention: Legal Dept. You agree that Beco may send any privacy or other notices, disclosures, reports, documents, communications and other records regarding the API or these Terms (collectively, "Notices") in electronic form to the e-mail address that you provided during registration. The delivery of any Notice is effective when sent by Beco, regardless of whether you read the Notice, when you receive it or whether you actually received the delivery. You can withdraw your consent to receive Notices electronically by canceling your Account. You must give notice to us in writing via email to info@beco.io or as otherwise expressly provided. All rights and

remedies of the parties, under these Terms, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. A party's breach or threatened breach of any of its covenants or agreements under these Terms may cause

irreparable injury that is inadequately compensable in monetary damages. Accordingly, the other party will be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction for the breach or threatened breach of these Terms, in addition to any other remedies in law or equity.