Cinode API Terms of Service Agreement

18 December 2017

1. **Acceptance of Terms**

   This Cinode API Terms of Service document (the **"Cinode API Terms"**) is an agreement you need to accept to use the Cinode API (as described below).

   By using the Cinode API, you agree to the Cinode API Terms Of Service along with the pricing scheme. You also accept the Cinode Terms Of Service and the Cinode User & Privacy policy available at https://app.cinode.com.

   If you are entering into this API Terms of Service on behalf of a company or other legal entity, you certify that you have the authority to bind your legal entity into these Cinode API Terms.

   If you do not have such authority, or if you do not agree with the Cinode API Terms, you may not use the Cinode API.

2. **API Key Definitions**

   1. **Client App** – Any software application, website, or product you create or service you offer using the Cinode API (defined below).

   2. **Documentation** – The documentation, data and information that Cinode provides regarding the use of the Cinode API.

   3. **Data** – means any data and content uploaded, posted, transmitted or otherwise made accessible by users via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.

   4. **Cinode API** – The customer-facing Cinode Application Programming Interface ("API") as well as the related API Documentation.

   5. **Cinode Brand** – The Cinode brand and brand assets, including names, logos, trade names and trademarks.

3. **API License**

   These Cinode API Terms grants you a limited, non-exclusive, non-assignable, non-transferable right to use the Cinode API. Your license is restricted by the limitations provided in section 4 below, and you agree that violation of Section 4 will automatically terminate your license to use the Cinode APIs.

4. **Use of APIs and Cinode Data**

   The following limitations apply when consuming the Cinode API:

   1. **Reliance on API.** Cinode is constantly developing our services, and we need to make changes to our API, including backwards incompatible changes. Parts of our API are undocumented. You should not rely your code on these resources.

2. **Applicable laws or agreements.** You may not use the Cinode API in violation of any law or regulation, or intellectual property rights, rights of personal privacy, or in any way inconsistent with the Cinode API Terms or Cinode's Terms of Service.

3. **Scope of acceptable use.** You may not use the Cinode API or any other technology in a way that accesses or uses any information beyond what Cinode allows under the API Terms or the Documentation; that changes the Cinode Service; that breaks or bypasses any of Cinode's technical, administrative, process or security measures; that disrupts or reduces the performance of the Cinode Service or the Cinode API; or that tests the vulnerability of Cinode's systems or networks.

4. **Malware.** You may not transmit any viruses or other computer software that may damage, interfere with, intercept, or expropriate any unauthorized system resources or data.

5. **Reverse engineering.** You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the Cinode API;

6. **Functionality.** You may not use the Cinode API to replicate or compete with core services offered by Cinode. You acknowledge that Cinode may in the future offer products or services that are similar to your App.

7. **Rate Limits.** You will not attempt to exceed or bypass limitations on access, calls and use of the Cinode API, or otherwise use the Cinode API in a manner that exceeds reasonable request volumes, excessive or abusive usage, or otherwise fails to comply with any part of these Cinode API TERMS or the Documentation.

8. **Distribution of your application.** You may not distribute or allow access to the Cinode API to anyone other than, if applicable, the company on whose behalf you entered into these Cinode API Terms.

5. **Use of Cinode Brand or Marks.** You agree not to use Cinode logos or any other artifacts representing the Cinode brand in a way that suggests your service is endorsed by, sponsored by, or associated with Cinode.

6. **Storage of Data**

   1. **Secure Storage Measures.** All Data should be stored and served using strong encryption.

   2. **Delete at User Request.** You must delete all Cinode Data you have collected from a Cinode user account holder upon request by that user, and when the Cinode user deauthorizes your Application or closes his or her account with you.

7. **Your User Agreement and Privacy Policy**

   If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is clearly available where users download or access your Application. Your privacy

policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must notify Cinode of any breaches of your user agreement or privacy policy that impact or may impact Cinode users.

8. **Security Measures**

    1. **Protections.** The network, operating system and software of your web servers, databases, and computer systems must be properly configured to securely manage your Application and Data. Your Application must use reasonable security measures to protect your users' information.

    2. **Reporting.** You must without delay report any security deficiencies in, or intrusions to, your Systems to Cinode in writing via email to info@cinode.com. This includes any unauthorized access, use, disclosure or destruction of Data. You agree to work with Cinode to immediately correct any security deficiency, and will immediately disconnect any intrusions or unauthorized users.

9. **Term and Termination**

    1. **Duration of Terms.** The API Terms will go into effect on the date upon which you agree to them, by accessing or using the Cinode API, and will continue until terminated as per the conditions in these Cinode API Terms.

    2. **Your Right to Terminate.** You may terminate the API TERMS by discontinuing use of our APIs.

    3. **Suspension; Termination.** We may change, suspend or discontinue offering the Cinode API without notice. We may limit your Application's access to the Cinode API if it, may negatively affect our Service or our ability to provide our Service.

    4. **Effect of Termination.** At termination of the API TERMS:

        i. All rights and licenses granted to you will terminate immediately;

        ii. Unless we agree otherwise in writing or as stated in the API Terms, you must permanently delete all Data and other information that you stored related to your use of the Cinode APIs.