

Sender, Inc.
Application Programming Interface Terms of Use

These Application Programming Interface Terms of Use (the “**Terms**”) form a binding agreement between you, in your individual capacity or on behalf of the company or legal entity that you represent, and Sender, Inc., a Delaware corporation (“**Sendoso**”) and govern your access and use of the Application Programming Interfaces provided by Sendoso. The guides, materials, references, software and other applications or services provided by Sendoso in association with the access and use of the Sendoso APIs, together with the Sendoso APIs themselves, are collectively referred to as a suite of “**Sendoso API Services**”. These Terms do not grant you any right to access or use our sending tools or platform available at www.sendoso.com (the “**Services**”) or any of our non-public application programming interfaces, which will be governed by a separate agreement with us (e.g., our Master Service Agreement, API Integration Partner Agreement or User Terms of Service available at www.sendoso.com/legal).

1. **General.** You represent and warrant that (i) you have read, understand, and agree to be bound by these Terms, (ii) you have read, understand and agree to the terms of Sendoso’s Privacy Policy, available at www.sendoso.com/privacy, which is incorporated herein by reference, and (ii) you are at least 18 years of age. If you do not wish to be bound by these Terms, you may not access or use the Sendoso API Services. You may not use the Sendoso API Services if you are not of legal age to form a binding contract with Sendoso, you determine that you are unable to comply with these Terms or you are prohibited by applicable law from accessing or using the Sendoso API Services.
2. **Entity Access.** If you are accessing Sendoso API Services on behalf of a company, entity, or organization (collectively “entity”), then you represent and warrant that you: (a) are an authorized representative of that entity with the authority to bind such entity to the Terms; (b) have read and understand the Terms; and (c) agree to these Terms on behalf of such entity. All references to “you” in these Terms shall also refer to that entity.
3. **Registration & Credentials.** To access the Sendoso API Services, you may be required to register. After an approved registration, you will be issued certain credentials, which may be required to access the Sendoso APIs. You may not make credentials available to others including by embedding them in open source projects and only you may access the Sendoso API Services with the credentials provided to you. You will not misrepresent or mask your identity or your credentials when accessing or using the Sendoso API Services.
4. **Sandbox Account Access.** Sendoso may grant you access to the Sendoso Services on a limited, sandboxed basis for the purpose of testing the Sendoso API Services and Your Product. Such access and use of the Services shall be solely for non-commercial testing and development purposes. Access to the Services is provided “as-is” without warranties of any kind, and may be revoked with or without cause in Sendoso’s sole discretion.
5. **Access Revocation.** We reserve the right to revoke your access to the Sendoso API Services without prior notice if we determine your use violates the Terms or is otherwise objectionable as determined in Sendoso’s sole discretion. In addition, if we believe that you have attempted to exceed or circumvent any of the prohibited uses or the additional requirements or limitations described in the Terms, your ability to use the Sendoso API Services may be temporarily or permanently blocked or revoked.

6. **Your End Users.** If you offer your application for use by others outside of your entity, you must maintain a user agreement and a legally compliant privacy policy for your application that is prominently identified or located where users download or access your application. You must immediately notify us in writing of any breach of your user agreement or privacy policy that impacts, or may impact, customers or users of Sendoso's products or services. You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.
7. **Compliance.** Access, implementation and use of the Sendoso API Services must be in compliance with all applicable law, regulation, third party rights (including, without limitation, laws regarding the import or export of data or software, privacy, and local laws) as well as Sendoso's instructions. You will only use the Sendoso API Services in connection with legally permissible activities and as described in the Terms.
8. **API Limitations.** Sendoso may set and enforce limitations on the use of Sendoso APIs (the "**Rate Limits**"). You will not circumvent, or attempt to circumvent, such limitations or otherwise use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of these Terms. If you exceed or if Sendoso reasonably believes that you have attempted to circumvent Rate Limits, controls to limit use of the API or these Terms, then your ability to use the API may be temporarily suspended or permanently blocked. Sendoso may limit the number or nature of network calls that you or your application may make. Sendoso may change such usage limits at any time with or without notice and may use any means to enforce its usage limitations or prevent overuse of the Sendoso APIs.
9. **API Monitoring; Review.** We may monitor your use of the Sendoso API Services for reasons including to improve the Sendoso API Services and identify security issues or ensure compliance with the Terms. We reserve the sole right to determine whether or not your use of the Sendoso API Services is acceptable including the manner in which the Sendoso APIs are integrated into Your Products (defined below), if applicable. Sendoso may collect and use usage data and information related to your use of the Sendoso API Services. Sendoso's review, testing, or approval of your products or services does not constitute any representation or acknowledgement by Sendoso that Your Products and/or any content therein comply with the Terms, any laws, rules, or regulations, nor does it constitute any acceptance by Sendoso of any responsibility or liability in connection such products or services, or any content therein.
10. **Certain Prohibited Uses.**
 - 10.1. Unless permitted by applicable law, you will not, and will not direct, encourage, or assist any other party to: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Sendoso API Services; (ii) modify or make derivative works based upon the Sendoso API Services; (iii) improperly use the Sendoso API Services, including creating Internet "links" to any part of the Sendoso API Services, "framing" or "mirroring" any part of the Sendoso API Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Sendoso APIs; (iv) reverse engineer, decompile, modify, or disassemble the Sendoso API Services; (v) send spam or otherwise duplicative or unsolicited messages with the Sendoso APIs; (vi) access the Sendoso API Services in any manner that (a) compromises, breaks or circumvents any of our technical processes or security measures

associated with the Services, (b) poses a security vulnerability to customers or users of the Services, or (c) tests the vulnerability of our systems or networks; or (vii) use the Sendoso APIs to (a) display any offensive content or any content for which you do not have the right to share with Sendoso or to display or (b) distribute unsolicited advertising or promotions, or initiate any other communication or contact with Sendoso users or partners.

10.2. In addition, you shall not, and shall not direct, encourage, or assist any other party to, access or use the Sendoso API Services to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features or functionality thereof; (iii) launch or cause to be launched on or in connection with the Sendoso API Services a malicious automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program intended to overburden or hinder the operation and/or performance of the Sendoso API Services; (iv) attempt to gain unauthorized access to the Sendoso API Services or its related systems or networks; (v) include any underlying Sendoso platform or product with competitors in any aggregated view i.e. webpage, app, software, etc.; (vi) aggregate Sendoso's data with competitors' data; or (vii) parse or scrape any of Sendoso's data; in each case other than as explicitly permitted by Sendoso in writing. You will not share with a third party (or enable a third party to use) any operational, technical or other data obtained through the use of the Sendoso API Services in any manner that is competitive to Sendoso, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to Sendoso's products and services.

11. **Intellectual Property Rights & Restrictions.** Sendoso owns all right, title and interest, including without limitation, all intellectual property rights and other rights in and to its software applications (including but not limited to the Sendoso API Services), any intellectual property rights used in connection with the software applications, and other proprietary technology, including any data structures therein, accompanying documentation, and any updates or revisions to the foregoing. All rights not specifically conveyed are retained by Sendoso. If you provide feedback or suggestions about Sendoso API Services, such information may be used for any purpose without obligation to you.

12. **Licenses.**

12.1. Subject to your compliance with the Terms, Sendoso hereby grants you a limited, revocable, non-exclusive, non-transferable, non-assignable license to access and use the Sendoso API Services for sole purposes of developing, testing, using, and maintaining an integration of your application with the Sendoso API Services.

12.2. Sendoso may produce and distribute incidental depictions, including screenshots, video, or other content from your API client, and may use your company or product name in the course of Sendoso's worldwide promotion, marketing, or demonstration of the Sendoso API Services you are using; you hereby grant Sendoso all necessary licenses, on a royalty-free basis, for these purposes.

12.3. Subject to the rights granted to Sendoso and limitations herein, you reserve and retain sole and exclusive ownership of all right, title, and interest in, to, and under (i) your

extensions and applications, and (ii) all modifications, corrections, repairs, translations, enhancements, and other derivative works and improvements of your extensions and applications, including all intellectual property rights arising therefrom or relating thereto (collectively, (i) and (ii) are “**Your Products**”), to the extent Your Products do not infringe any of Sendoso’s intellectual property rights. You are solely responsible for all costs incurred by you in the creation and maintenance of Your Products.

- 12.4. You grant us a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license to display your trade names, trademarks, service marks, logos and domain names (collectively, “**Your Brand Features**”) to promote or advertise your use of the Sendoso API Services. Any goodwill in Your Brand Features resulting from our use will inure solely to you.
 - 12.5. Sendoso may, without your consent, publicly refer to you, orally or in writing, as a licensee of the Sendoso API Services. We may also publish your name and logo (with or without a link to your Application) on our Services, in press releases, and in promotional materials without additional consent or notice to you.
13. **Updates.** You acknowledge that Sendoso may update or modify the Sendoso API Services from time to time, and at its sole discretion (in each instance, an “**Update**”). You are required to implement and use the most current version of the API and to make any changes to the Integration that are required as a result of such Update, at your sole cost and expense. Updates may adversely affect the manner in which the Integration accesses or communicates with the API. Your continued access or use of the API following an update or modification will constitute binding acceptance of the Update.
14. **Privacy**
- 14.1. **Sendoso Data.** Except for third party content described herein, “**Sendoso Data**” includes all data received from Sendoso through an Sendoso API. Where such data includes non-public content relating to a user, such content must not be exposed to other users or to third parties without proper consent from that user.
 - 14.2. **Personal Information.** If your use of the Sendoso API Services or access to Sendoso Data requires or will likely result in the provision of personal information directly to Sendoso, you agree to adequately inform and obtain all necessary consents and authorizations from the applicable users to provide such personal information to Sendoso and retain written records of such consents. Sendoso will treat personal information obtained from you through your use of Sendoso APIs in accordance with the applicable privacy and data protection laws and its posted privacy policy.
 - 14.3. **Confidentiality.** You may be given access to information that is confidential to Sendoso (“**Sendoso Confidential Information**”), which may include your credentials as well as any materials, communications or other information that is marked confidential or that would reasonably be considered confidential under the circumstances. You agree to use Sendoso Confidential Information only for the purpose of using the Sendoso API Services in accordance with the Terms, and, unless compelled by a court of applicable jurisdiction (and you gave Sendoso written notice and a reasonable chance to defend its interests prior to such court compelled disclosure), you agree to not disclose any Sendoso

Confidential Information to any third party without Sendoso's prior written consent. Sendoso Confidential Information does not include information that you independently developed, that was rightfully given to you by a third party without any confidentiality obligation, or that becomes public through no fault of your own or any party under your control.

- 14.4. **Security.** You agree to implement and maintain appropriate technical, physical, and organizational measures to protect Sendoso Data and Sendoso Confidential Information against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure in the same manner that you would protect your own confidential and proprietary information but in no event using less than a reasonable degree of care. You will promptly report to your users and Sendoso any unauthorized access or use of such information to the extent required by applicable law.

15. **Term; Termination.**

- 15.1. **Term.** These Terms will apply for as long as you access and use the Sendoso API Services. You may terminate these Terms at any time by giving us notice and ceasing to access and use the Sendoso API Services. Sendoso may terminate these Terms at any time, with or without cause, including, without limitation, if it determines that you have violated or attempted to violate the Terms. These Terms will terminate automatically in the event the Sendoso APIs you use are no longer made available to you, if your customer agreement with Sendoso is terminated or expires, or if any representations you make herein are deemed or found to be untrue.

- 15.2. **Termination.** Upon termination of these Terms, you will immediately stop using the Sendoso APIs, cease all use of the Sendoso intellectual property and delete any cached or stored content and any Sendoso Data (including any Sendoso Confidential Information). Sendoso reserves the right to contact your end users to notify them of the termination of your right to use the Sendoso APIs and the Sendoso API Services.

- 15.3. **Effect of Termination.** Upon the termination of these Terms, those terms that by their nature are intended to continue indefinitely will continue to apply

16. **Support and Maintenance.** Sendoso may provide documentation, functional and technical design documents, and other documents that may be relevant or useful in using Sendoso API Services. Sendoso has no obligation to provide any maintenance, support, or training for set-up or use of any Sendoso API Services.

17. **Representations.**

- 17.1. You hereby represent and warrant that you have all authority necessary to bind yourself (including your entity) to these Terms and that you are not prohibited from accessing or using the Sendoso API Services in the country in which you reside. If, at any time, you do not have authority, are legally prohibited, or do not agree to these Terms, then these Terms are automatically terminated, and you must discontinue all access and use of the Sendoso API Services immediately.

- 17.2. You further represent and warrant that (i) you have the right to distribute, or otherwise make available Your Products to your end users, (ii) such products comply with all

applicable local, state, federal and international laws and regulations as well as applicable terms of service and privacy notices and (iii) Your Products do not and will not infringe the rights of any third party.

18. **Indemnification.** You agree to indemnify and hold Sendoso and its officers, directors, employees, and agents harmless from and against any and all claims, demands, losses, liabilities, and expenses (including legal fees), arising out of or in connection with: (i) your use of the Sendoso API Services or information obtained through your use of the Sendoso API Services; (ii) your breach or violation of the Terms or (iii) your violation of the rights of any third party, including with respect to any third party content.
19. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE APIS, DOCUMENTATION AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
20. **Limitation of Liability.**
 - 20.1. **Exclusion of Damages.** IN NO EVENT WILL SENDOSO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 20.2. **Maximum Aggregate Liability.** SENDOSO'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$100.
 - 20.3. **Acknowledgement.** THE LIABILITIES LIMITED BY THIS SECTION 18.3 APPLY: (I) TO LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 18.3, SENDOSO'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.
21. **Changes to the Terms.** These Terms are subject to occasional revision. We will notify you of any changes to our Terms by posting the new Terms on the Service and updating the "Last Updated" date below. We will also notify you of material changes by sending an email to the email address you have provided to us. Changes to these Terms will be effective thirty calendar days following notification of such change, but for new users entering into these Terms after the new "Last Updated" date, these changes will be effective immediately. Continued use of the Service following such changes will indicate your acknowledgement of such changes and agreement to be bound by the updated version of these Terms. Sendoso in its sole discretion may modify,

update or discontinue the Sendoso API Services. Sendoso may also impose additional limits on certain features and services or restrict your access to parts or all of the Sendoso API Services without prior notice or liability.

22. **Miscellaneous.**

- 22.1. **Governing law.** These Terms will be governed exclusively by the internal laws of the state of California, without regard to its conflicts of laws provisions. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, to adjudicate any dispute arising out of or relating to this Agreement.
- 22.2. **Assignment.** You may not transfer or assign its rights or obligations under these Terms to any third party without the prior written approval of Sendoso, but Sendoso may freely do so without consent, including without limitation in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 22.3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by email.
- 22.4. **Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. These Terms will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
- 22.5. **Severability.** If any provision of these Terms is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
- 22.6. **Waivers.** No delay or failure by Sendoso to exercise any right or remedy under these Terms will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.
- 22.7. **Force Majeure.** If either party is prevented from performing or is unable to perform any of its obligations under these Terms due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such party's performance shall be excused and the time for performance shall be extended accordingly provided that the party immediately takes all reasonably necessary steps to resume full performance.

