

# innius® API Terms of Service

## 1 Acceptance of the Terms

- 1.1 innius® is a registered trademark of Innius B.V. These API Terms of Service (API TOS) constitute a contract between You and Innius B.V. and govern the use of and access to the API Service by You and end-users whether in connection with a paid subscription to the service or a free trial of the Service. By accepting this API TOS or by accessing or using the innius API, you agree to be bound by this API TOS.
- 1.2 By accepting the API TOS, or by accessing or using the API Service or authorizing or permitting any End-User to access or use the API Service, You agree to be bound by these Terms. If You are entering into these API TOS on behalf of a Legal Entity, You agree to the API TOS for that Legal Entity and warrant Innius B.V. that You have the authority to bind such Legal Entity and its Affiliates to the API TOS. Do not use the API Service if You don't have such authority or if You do not agree with the API TOS.

## 2 Definitions

- 2.1 Application: Any software application, website, or product you create or service you offer using the innius API.
- 2.2 API Documentation: The documentation, data and information that Innius B.V. provides regarding the use of the innius API through the Developer Site.
- 2.3 Data: means any data and content uploaded, posted, transmitted or otherwise made available by users via the API Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the API Service.
- 2.4 Developer Site: innius's Developer site found at <http://docs.innius.com>
- 2.5 innius API or "our API": The publicly available innius Application Programming Interface ("API") as well as the related API Documentation.
- 2.6 innius Service(s): innius's real-time communication, messaging, archiving and search services and related systems and technologies, as well as the website <http://www.innius.com> (the "Site"), and all software, applications, data, reports, text, images, and other content made available by or on behalf of Innius B.V. through any of the foregoing. The "Service" does not include Data or any software application or service that is provided by you or a third party (including Applications), whether or not Innius B.V. designates them as "official integrations".

## 3 License

- 3.1 As long as you follow this API TOS, Innius B.V. grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the innius APIs with your Application. Your license is subject to the limitations set forth in this API TOS, and you agree that violation will automatically terminate your license to use the innius APIs.

## 4 Charges and payment

- 4.1 All amounts and fees stated or referred to in this API TOS shall be payable in euros, are non-cancellable and nonrefundable. You shall not be entitled to set off or to suspend any payments. All prices are exclusive of VAT and other levies imposed by any government.
- 4.2 Any invoices for innius shall be paid in advance. Unless otherwise agreed, Innius B.V. shall invoice customer on a monthly basis. All other invoices shall be due and payable (100%) within fourteen (14) days from the invoice date. Any invoiced amount not received within fourteen (14) days after the invoice date shall be subject to an interest charge of one (1%) percent per month of the face value of the invoice. If any charge owing by You is overdue, Innius B.V. may, without limiting its other rights and remedies, suspend innius until such amounts are paid in full, provided that innius has given You at least ten (10) days prior notice that its account is overdue and that Innius B.V. has the right to suspend innius, if the amounts are not paid in full within those ten (10) days. You shall pay Innius B.V.'s costs and expenses (including reasonable attorney's fees) to enforce and preserve Innius B.V.'s rights under this clause.
- 4.3 Innius B.V. is entitled to adjust the prices once every year with an amount equal to any increase in the inflation price index for consumers (Consumer Price Index, CPI) published by the Dutch Central Statistical Office (CBS). If price adjustments stay within the boundaries laid down in this article, You shall not have the right to terminate the subscription to the Service on the grounds of adjustment of prices.

## 5 Use of APIs and innius Data

- 5.1 innius is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes, but you should read carefully the release notes of each release of innius. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviors.
- 5.2 You may not use the innius API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or Innius B.V.'s other agreements to which you are subject.
- 5.3 You may not use the innius API or any other technology in a manner that accesses or uses any information beyond what Innius B.V. allows under this API TOS or the Documentation; that changes the innius Service; that breaks or circumvents any of innius's technical, administrative, process or security measures; that disrupts or degrades the performance of the innius Service or the innius API; or that tests the vulnerability of innius's systems or networks.

- 5.4 You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.
- 5.5 You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the innius API or portion thereof;
- 5.6 You may not use the innius API to replicate or compete with core products or services offered by Innibus B.V.. You acknowledge and agree that Innibus B.V. has or may in the future offer products or services that are similar to your Application, and nothing will prevent Innibus B.V. from doing so.
- 5.7 You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the innius API.
- 5.8 You may place advertisements on and around your Application. However, you may not: place any advertisements within innius Service channels, and your advertisements may not resemble or be reasonably likely to confuse users as being a innius Service message; use Data or any content from innius in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or use contact information obtained from Innibus B.V. (including email addresses) to contact innius users outside of innius without their express permission.
- 5.9 You will not attempt to exceed or circumvent limitations on access, calls and use of innius API, or otherwise use the innius 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 this API TOS or the Documentation.
- 5.10 You may not distribute or allow access to the innius APIs to anyone other than, if applicable, the company on whose behalf you entered into this API TOS. Anyone who wants to access our APIs must agree to be bound by this API TOS.

## 6 Storage of Data

- 6.1 Where Data is cached, you should refresh the cache at least every 24 hours. All Data should be stored and served using strong encryption.
- 6.2 You must delete all Data you have collected from a innius user upon request by that user, and when the innius user deauthorizes your Application or closes his or her account with you. Similarly, when a team stops using your Application, you should delete all Data obtained from that team. The restrictions of this Section do not apply to Data that innius users also provide directly to you and that is separately entered or uploaded to you by the user of your Application.
- 6.3 If we terminate your use of the innius APIs for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the innius APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require an innius user to delete Data stored in innius if the innius user is prohibited from accessing the innius API.
- 6.4 You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

## 7 Privacy and Security

- 7.1 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 prominently identified or located 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 promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact innius users. Your privacy policy must be at least as stringent and user-friendly as ours.
- 7.2 The network, operating system and software of your web servers, databases, and computer systems (collectively, "Your Systems") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.
- 7.3 You must promptly report any security deficiencies in, or intrusions to, your Systems to innius in writing via email to [info@innius.com](mailto:info@innius.com). This includes any unauthorized access, use, disclosure or destruction of Data. You will work with Innius B.V. to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, innius APIs or Data, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Innius B.V. in each instance.

## 8 Ownership

- 8.1 As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) innius APIs, Documentation, and all elements and components thereof; (2) Data; and (3) innius Services (collectively, the "innius Materials"). The only exception to this is Data that you as a innius user have licensed to innius under the <https://innius.com/terms-of-service>, which governs that Data. Except for the express licenses granted in this API TOS, Innius B.V. does not grant you any right, title, or interest in the innius Materials. You agree to take such actions as innius may reasonably request to perfect innius's rights to the innius Materials.

## 9 Term and termination

- 9.1 This API TOS will go into effect on the date upon which you agree to them, by accessing or using the innius API, and will continue until terminated as set forth herein.
- 9.2 You may terminate this API TOS by discontinuing use of our APIs.
- 9.3 We may change, suspend or discontinue the innius API and suspend or terminate your use of the innius API and the innius Service at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the innius API if it, in our sole discretion, may negatively affect our Service or our ability to provide our Service.

- 9.4 Upon termination of this API TOS, all rights and licenses granted to you will terminate immediately and You will promptly destroy Documentation and any other innius information in your possession or control that was received under this API TOS.
- 9.5 Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the innius APIs. Innius B.V. may request that you certify in writing your compliance with this section; and Innius B.V. will make commercially reasonable efforts to remove all references and links to your Application from its Services (Innius B.V. has no other obligation to delete copies of, references to, or links to your Application).

## 10 Warranties, limitation of liability

- 10.1 You represent to Innius B.V. that, excluding innius Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by Innius B.V. and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law.
- 10.2 The API Service is provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law. We expressly disclaim all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title fitness for a particular purpose and non-infringement. We do not warrant that the API Service will be uninterrupted, timely, secure, error free. No information or advice obtained by You from us or through the API Service shall create any warranty not expressly stated in these API TOS.
- 10.3 Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will Innius B.V. be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party or third party in connection with these API TOS or the API Service, web-app and app, regardless of whether such party has been advised of the possibility of or could have foreseen damages. To the maximum extent permitted by applicable law, Innius B.V. disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use. Innius B.V. shall have no responsibility or liability for any adjustments or other modifications in the Service performed by licensee itself or provided by third parties or partners of Innius B.V. Further, Innius B.V. shall have no responsibility or liability for any defects, which are a consequence of external factors, including other programs, or a consequence of the integration of or interaction between the innius software and licensee’s own hardware and software environments.
- 10.4 Notwithstanding anything to the contrary in these API TOS, our aggregate liability to You or any third party arising out of these API TOS or otherwise in connection with any use or employment of the Service, shall in no event exceed the subscription charges for such API Service paid by You during twelve (12) months prior to the first event or occurrence giving rise to such liability.
- 10.5 You agree to defend, hold harmless and indemnify Innius B.V., and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users’ use of the Application, innius API or Data, or violation of this API TOS, 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. In such a case, we will provide you with written notice of such claim, suit, or action.

## 11 Miscellaneous

- 11.1 We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOs, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on our support Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the innius API. If any change is unacceptable to you, then your only recourse is to cease all use of the innius API. Your continued access or use of the innius API will mean that you agree to the updates and modifications.
- 11.2 If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.
- 11.3 We may notify you via postings on the Developer Site or via the email address associated with your Application or innius Service account. Any notices that you provide without compliance with this section shall have no legal effect.
- 11.4 This API TOS and any documents incorporated into this API TOS by reference, constitute the entire agreement between you and Innius B.V. regarding the innius APIs and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this API TOS.
- 11.5 Our failure to act with respect to a breach of this API TOs by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any Innius B.V. affiliate shall be deemed legally binding on any Innius B.V. affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Innius B.V..
- 11.6 You may not assign or delegate any rights or obligations under this API TOS, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this API TOs, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, innius Technologies, Inc. for any third party that assumes our rights and obligations under this API TOs.

## 12 Applicable law and jurisdiction

- 12.1 The API TOS shall be governed by the laws of The Netherlands without regard to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or in-validity thereof, shall be submitted to the applicable courts of Amsterdam, The Netherlands.
- 12.2 Each party waives all defenses of lack of personal jurisdiction and forum non-convenience. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this TOS or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reason-able attorneys' fees, costs and other expenses.
- 12.3 This clause does not prevent Innius B.V. from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, Innius B.V. may take concurrent proceedings for injunctive relief in any number of jurisdictions.

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