RFMS API TERMS OF USE

Last modified: February 5, 2020

Thank you for subscribing to the RFMS API and associated software (collectively, "API"). By subscribing to our API, you are agreeing to the terms below. Collectively, we refer to the terms below and any applicable RFMS policies and guidelines as the "Terms." By subscribing to the API, 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 API as an interface to, or in conjunction with other RFMS products or services, then the terms for those other products or services also apply.

Under the Terms, "RFMS" means Resource & Financial Management Systems, Inc., with offices at 3073 Palisades Court, Tuscaloosa, AL 35405. We may refer to "RFMS" as "we", "our", or "us" in the Terms.

SECTION 1 Subscription, ACCEPTANCE, and Registration

SECTION 1.1 Subscription to API

Use of the API requires you to have an active subscription for the same from RFMS (a "Subscription"). You are not permitted to access or use the API without an active Subscription.

SECTION 1.2 Accepting the Terms

You may not obtain a Subscription to the API if: (a) you are not of legal age to form a binding contract with RFMS, or (b) you are a person barred from using or receiving the API under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the API. If you are subscribing to the API 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).

SECTION 1.3 Registration

In order to access the API you may be required to provide certain information (such as identification or contact details) as part of the registration process for the API, or as part of your continued use of the API. Any registration information you give to RFMS will always be accurate and up to date and you'll inform us promptly of any updates.

SECTION 2. Using Our API

SECTION 2.1 Your End Users and Developers

You will require your end users, your developers, and any third-party developers you may engage to comply with (and not knowingly enable them to violate) applicable laws, regulations, and the Terms. Any non-compliance or breach of the Terms by such end users or developers shall be considered your non-compliance or a breach by you and RFMS shall be entitled to cancel your subscription to the API as a result.

SECTION 2.2 Compliance with Law, Third Party Rights, and Other RFMS Terms of Service

You will comply with all applicable laws, regulations, and third party rights (including, without limitation, laws regarding the import or export of data or software, privacy, and local laws) when using the API. You will not use the API to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with RFMS.

SECTION 2.3 Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. You will not misrepresent or mask your identity when using the API.

SECTION 2.4 API Limitations

RFMS sets and enforces limits on your use of the API (e.g. limiting the number of API requests that you may make) in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with the API. If you would like to use any API beyond these limits, you must obtain RFMS's express consent (and RFMS may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact RFMS at RFMS, Inc., 3073 Palisades Ct, Tuscaloosa, AL 35405.

SECTION 2.5 Communication with RFMS

We may send you certain communications in connection with your use of the API. If you provide feedback or suggestions about our API, then we (and those we allow) may use such information without obligation to you.

SECTION 2.6 Non-Exclusivity

The Terms are non-exclusive.

SECTION 3. Prohibitions and Confidentiality

SECTION 3.1 API Prohibitions

When using the API, you may not (or allow those acting on your behalf to):

a) Sublicense an API for use by a third party. Consequently, you will not create any product that functions substantially the same as the API or RFMS's products and services and offer it for use by third parties.

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

c) Interfere with or disrupt the API or the servers or networks providing the API.

d) Reverse engineer or attempt to extract the source code from the API or any related software.

e) Remove, obscure, or alter any RFMS terms of service or any links to or notices of those terms.

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

g) Store sensitive personal data, including, but not limited to, Social Security Numbers, health care data, credit card numbers.

h) Transfer pornographic images, data, or similarly offensive data.

SECTION 3.2 Confidential Matters

a) Access credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify you. You will keep your credentials confidential and make reasonable efforts to prevent and discourage others from using your credentials.

b) Our communications to you and our API may contain RFMS confidential information. RFMS 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 RFMS's prior written consent. RFMS 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 RFMS 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.

SECTION 4. Content

SECTION 4.1 Content Accessible Through our API

Our API may contain some third party content (such as text, images, videos, audio, or software). Such content is your sole responsibility. 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. Finally, content accessible through our API 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.

SECTION 4.2 Submission of Content

Some of our API may allow the submission of content. RFMS does not acquire any ownership of any intellectual property rights in the content that you submit to our API, except as expressly provided in the Terms. For the sole purpose of enabling RFMS to provide, secure, and improve the API (and the related service(s)) and only in accordance with the applicable RFMS privacy policies, you give RFMS a perpetual,

irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the API. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our API, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

By using our API, RFMS may use submitted information in accordance with its privacy policy. Such policy can be found at https://www.rfms.com/privacy-policy/

SECTION 4.3 Retrieval of Content

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

SECTION 5. Marks; Attribution

SECTION 5.1 Marks

"Marks" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Marks. All use by you of RFMS's Marks (including any goodwill associated therewith) will inure solely to the benefit of RFMS.

SECTION 5.2 Publicity

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

SECTION 5.3 Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the API you are using, RFMS may produce and distribute incidental depictions, including screenshots, video, or other content and may use your company or product name. You grant us all necessary rights for the above purposes.

SECTION 6. Termination

SECTION 6.1 Termination

If you want to terminate your Subscription, you must provide RFMS with prior written notice and upon the termination of your Subscription, you must cease your use of the applicable API. RFMS reserves the right to terminate your Subscription or discontinue the API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

SECTION 6.2 Your Obligations Post-Termination

Upon any termination of your Subscription or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the RFMS Marks, and delete any cached or stored content.

SECTION 6.3 Surviving Provisions

When your Subscription terminates or expires, the Terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Section 3.2, Section 4, Section 6, Section 7, and Section 8.

SECTION 7. Liability for our API

SECTION 7.1 WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, RFMS DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE API. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE API, THE SPECIFIC FUNCTIONS OF THE API, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE API SOLELY ON AN "AS IS" BASIS.

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.

SECTION 7.2 LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, RFMS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF RFMS FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE API DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, RFMS WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

SECTION 7.3 Indemnification

You will defend and indemnify RFMS, 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:

a) Your misuse or your end user's misuse of the API;

b) Your violation or your end user's violation of the Terms; or

c) Any content or data routed into or used with the API by you, those acting on your behalf, or your end users.

SECTION 8. General Provisions

SECTION 8.1 Modification

We may modify the Terms or any portion thereof to, for example, reflect changes to the law or changes to our API. You should look at the Terms regularly. We'll post notice of modifications to the Terms to https://api2docs.rfms.online/?version=latest#TermsOfUse. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for the API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for the API, you should discontinue your use of the API. Your continued use of the API constitutes your acceptance of the modified Terms.

SECTION 8.2 General Legal Terms

The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and RFMS does not take action right away, this does not mean that RFMS is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and RFMS relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact RFMS, please visit us at https://rfms.com.

Except as set forth below: (i) the laws of the State of Alabama, excluding Alabama's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the API and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE API WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF TUSCALOOSA COUNTY, ALABAMA AND YOU CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.