

PLURA CHOICE API LICENSE AND TERMS OF USE

When you join Plura Choice WebServices Inc. and use the Plura Choice API, you become an integral part of our platform, and with that, we require you to adhere to and respect our values to keep our platform strong and independent. Our terms of use are clear and have been created with individuals' rights to their data privacy in mind. We do not tolerate any violations of our principles or contractual terms.

VALUE THE OTHER PLATFORM USERS

With permission to access through Plura Choice API license, you will have access to our platform. It is important for you to understand that the platform belongs to Plura Choice and there are many persons like you who use our platform, and you must be mindful of other users' experiences when using Plura Choice. As pointed out above, Plura Choice takes the issue of safety and ownership of data beyond all others. Also, we do not agree with the use of unauthorized data. Therefore, with our platform, we have created and continuously maintain limitations on the use of the Seller data which you are allowed to access, which we believe is reasonable. Furthermore, we expect you to respect the others who use the platform by only requesting the amount of data which you actually need. In the event that you are seeking data, then it is imperative that you obtain prior consent from the said platform user. In the event of you coming to possess personal data through our platform, please take immediate steps to return the same to the owner. It is important to us that you have your own rules pertaining to privacy and data as well as data protection laws. Please provide them for others to see.

BUILD RESPONSIBLY

It is wrong to do any act which will create damage and or disruption to Plura Choice systems or cause overburdening of our systems. Use only the Plura Choice API credentials which you have been granted. Certain acts which can cause damage or harm or malfunction of a software system or systems are considered acts of crime under various laws inclusive of Canadian law. Therefore, we want all our partners to adhere to the best practice standards and also to make sure that your developer systems meet the internet security standards. Stay within the limits we set for API calls and keep your app up to date with the latest technology and with the latest API changes. Use the API to develop and operate your app, not for anything else.

PLAY BY THE RULES

Monitoring the API for benchmarking purposes is strictly prohibited. When purchasing items from Plura Choice use the Plura Choice Checkout for payments, for your own safety, do not divert to any other web checkout or payment processing platform (unless you have our express permission). Do not build any software or applications or participate in building any software or applications intended to move the Sellers and Buyers off of Plura Choice or remove Plura Choice branding, or attempt to substantially reproduce our products or services in a manner that would infringe our Intellectual Property rights.

Do not use the Plura Choice API for any purpose other than to provide an application to a Seller. If you are not sure where you stand, please reach out to us.

Keep reading to accept the full Plura Choice API License & Terms of Use and Thank you for being a part of the Plura Choice Developer community.

By accessing or using the Plura Choice API, you agree to the Plura Choice API License and Terms of Use ("**Terms**") with Plura Choice WebServices Inc. and its affiliates ("**we**", "**our**", "**us**" or "**Plura Choice**"). Please read these Terms carefully, as they are a legally binding agreement. Plura Choice reserves the right to update and change the Terms by posting updates and changes. If a significant change is made, we will provide reasonable notice by email, posting a notice on the Plura Choice home page and or Seller Store Admin. We may update these terms from time to time, so please check back for any changes that may impact you. In the event of any conflict or inconsistency between the Terms, the Plura Choice Terms of Service, the Terms will govern to the extent necessary to resolve any such conflict or inconsistency.

1. DEFINITIONS

"Application" or **"App"** means the software application, website, interface or any other means you use to access the Plura Choice API using the API Credentials, including a Private Application, Custom Application or a Public Application.

"API Client" means the unique Application configuration (including API Credentials) generated through the Partner Account.

"API Credentials" means the credentials that allow you to make authenticated requests to the Plura Choice API.

"Applicable Laws" means the applicable, federal, state and local laws, and regulations applicable to this Agreement.

"Buyer" means any individual that visits or transacts via the Seller Store.

"Buyer Data" means information (including Personal Information) relating to a Buyer, including order information, payment information, or account information.

"Custom Application" means an Application that accesses the Plura Choice API via an API Client and is made available to a single Seller.

"Customer" means any individual that visits or transacts via the Seller Store.

"Customer Data" means information (including Personal Information) relating to a Customer / Buyer, including order information, payment information, or account information.

"Developer" means an individual or entity that develops, owns or operates one or more Application(s) that accesses or uses the Plura Choice API.

"Intellectual Property Rights" means patent rights, copyrights, database rights, trademark rights, trade secret rights, and any and all other intellectual property rights available under any applicable laws.

"Seller" means an individual or business that uses the Service to sell products or services.

"Seller Agreement" means the agreement entered into between a Developer and the Seller governing the Seller's use of the Developer's services, including, if applicable, the installation and use of an Application.

"Seller Data" means information (including Personal Information) relating to a Seller or Seller Store, including business, financial and product information and any Buyer Data.

"Seller Store" means the Seller's commerce presence hosted by Plura Choice, including their online store and Point of Sale (POS). For clarity, a Seller may have more than one Seller Store.

"Seller Store Admin" means the password protected internal administration page of the Seller Store.

"Partner" means an individual or entity that has agreed to the terms of the Plura Choice Partner Program Agreement or other written agreement with Plura Choice relating to access to the Plura Choice API or participation in the Partner Program.

"Partner Account" means a Plura Choice account provided to either the Seller or the Buyer.

"Personal Information" means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, a phone number, an email address, an identification number, location data, an online identifier, or any other information specific to that natural person.

"Public Application" means an Application that accesses the Plura Choice systems via an API Client and/or SDK and that is made available to Sellers either via a URL or a Custom Application.

"Private Application" means an Application that accesses the Plura Choice API via Private API Credentials and is made available to a single Seller.

"Private API Credentials" means the API Credentials generated through the Seller Store Admin that provide access via the Plura Choice API to the specific Seller Store to which such credentials relate.

"Sensitive Personal Information" means Personal Information that can reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, sexual orientation or sex life. Sensitive Personal Information also includes biometric data that can uniquely identify a natural person, payment information (including payment card or bank account numbers), and government identifiers that uniquely identify a natural person such as a social insurance number or passport number or any other form of governmental identification.

"Service" means the Plura Choice hosted commerce platform available via www.plurachoice.com or www.plurachoice.ca and any associated websites, products or services offered by Plura Choice.

"Plura Choice API(s)" means all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Plura Choice or as otherwise provided to you.

"Plura Choice Checkout" means Plura Choice's checkout experience that allows Buyers to enter their shipping information and payment details after adding item(s) to their cart and before placing an order.

"Plura Choice Related Entity(ies)" means any entity that directly or indirectly controls, is controlled by, or is under common control with, Plura Choice; where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

"Plura Choice Trademarks" means the trademarks, logos, service marks and trade names of Plura Choice WebServices Inc. and associated with Plura Choice WebServices Inc. and any Plura Choice related entities, whether registered or unregistered, including the word mark Plura Choice and the logo design, colour and packaging materials of Plura Choice.

"Updates" means bug fixes, updates, upgrades, enhancements, modifications and new releases or versions of the Plura Choice API.

"User" means a person or a legal entity which uses www.plurachoice.com and or www.plurachoice.ca and or any other website or service associated to Plura Choice WebServices Inc. and or its subsidiaries.

2. USING THE PLURA CHOICE API

1. Access to the Plura Choice API.

1. You may not use the Plura Choice API and may not accept the Terms if (a) you are not of legal age to form a binding contract with Plura Choice, or (b) you are a person barred from using or receiving the Plura Choice API under the applicable laws of Canada or the country in which you are resident or from which you use the Plura Choice API or Plura Choice has decided to prevent you from accessing or valid legal decision from a law enforcement agency and or a court which has jurisdiction.

2. By accessing or using the Plura Choice API, or authorizing or permitting any individual to access or use the Plura Choice API, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Plura Choice that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Licensee", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement You may not access nor use the Plura Choice API.
3. In order to access and use the Plura Choice API, the User must obtain API credentials by becoming a User and registering for such usage and agreeing to and complying with the terms and conditions of the Agreement or other written agreement with Plura Choice relating to user access to and use of the Plura Choice API. You may not share your Token with any third party, shall keep such Token and all Login information secure, and shall use the Token as your sole means of accessing the API.
4. If you are accessing and using the Plura Choice API by Private API Credentials, you may only do so with the express authorization of the account owner for the applicable Seller's Store, and only for the purposes of providing your Application's service to the Seller to whom the Private API Credentials relate.
5. Except as permitted herein, (a) you must keep the API Credentials and all login information for your Plura Choice Account and Partner Account secure, (b) you may not share the API Credentials with any third party, and (c) you will not access the Plura Choice API by any means other than the API Credentials you receive in accordance with Section 2.1.3 or 2.1.4 above. API Credentials are the exclusive property of Plura Choice, and your access to and use of API Credentials is in Plura Choice's sole discretion.
6. You are not permitted to use a service provider in connection with providing your Application's service unless they sign an agreement with you to (a) protect any Seller Data received from Plura Choice (that is at least as protective as Plura Choice's terms and policies), (b) limit their use of Seller Data solely for the purpose of providing their services to your Application (and not for their own purpose or any other purpose), and (c) keep the Seller Data secure and confidential. You must ensure that any service provider complies with these Terms and any other applicable Plura Choice terms and policies, and you acknowledge and agree that any act or omission by a service provider amounting to a breach of these Terms will be deemed to be a breach by you. If requested, you will provide a list of your service providers to Plura Choice or the Seller.
7. Access to certain APIs or SDKs may require a separate written agreement between Developer and Plura Choice.

2. API License

1. Subject to the Terms, Plura Choice grants you a worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable and limited license to use and make calls to the Plura Choice API solely in connection with developing, implementing and distributing your Application that interoperates or integrates with the Service, and solely in the manner described in the Terms and in the technical documentation contained in the Plura Choice API.
2. You will be granted single API access to use and make calls to the Plura Choice API from your User Account and any other extra User Accounts affiliated with you will be subjected to additional payments unless otherwise agreed in writing between you and Plura Choice stating that the number of User Accounts affiliated to you will supersede the number of accounts stated in this Agreement.

3. API Restrictions. When using the Plura Choice API, you will (and will ensure that your employees, agents and service providers will):

1. only use the Plura Choice API (including SDKs) to develop and distribute Applications or content for your use or a Seller's use with the Services;
2. restrict disclosure of the API Credentials, or any part thereof, to your agents, employees, independent contractors or services providers, who must require access to use, maintain, implement, correct or update your Application in accordance with the Terms, and who are subject to confidentiality obligations the same as or greater than those contained herein;
3. not distribute, sell, lease, rent, lend, transfer, assign or sublicense any rights granted by the Terms to any third party without the express written authorization of Plura Choice;
4. not use or access the Plura Choice API or the Service in order to monitor the availability, performance, or functionality of the Plura Choice API, the Service or any portion thereof or for any similar benchmarking purposes;
5. not remove or destroy any legal, copyright notices, trademark, proprietary markings or confidentiality notices placed upon, contained within or associated with the Plura Choice API;

6. not engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the servers, security, networks, data, applications or other properties or services of Plura Choice or any third party. For the avoidance of doubt, interference with any Service feature used in connection with Plura Choice Checkout without Plura Choice's express written authorization is prohibited;
7. not circumvent technological measures intended to prevent direct database access, or manufacture tools or products to that effect;
8. not modify, copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or create derivative works of the Plura Choice API, Seller Data, any Seller Store, the Services, or any aspect or portion thereof, except to the extent that this restriction is expressly prohibited by applicable law;
9. not bypass Plura Choice API restrictions for any reason, including automating administrative functions of the Seller Store Admin.
10. not, except as authorized by Plura Choice in writing, substantially replicate products or services offered by Plura Choice or any Plura Choice Related Entity, including the Plura Choice API. Subject to the preceding sentence and the parties' other rights and obligations under the Terms (including confidentiality obligations and any restrictions on the use of Seller Data), each party agrees that the other party may develop and publish Applications that are similar to or otherwise compete with such party's Applications;
11. not develop Applications that excessively burden the Plura Choice system or, interfere with or disrupt the Plura Choice system, or disobey any requirements, procedures, policies or regulations of networks connected to the Plura Choice system, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the Plura Choice API.
12. not develop an Application whose primary purpose is to migrate Sellers and/or Buyers and or Users off of Plura Choice.
13. not access or use the Plura Choice API to develop or distribute the Application in any way in furtherance of criminal, fraudulent, or other unlawful activity, or otherwise violate the Plura Choice Acceptable Usage Policy;
14. not request more than the minimum amount of data from a Plura Choice API needed by your Application to provide the Seller the intended Application functionality, or any data outside any permissions granted by the Seller;
15. not falsify or alter any unique identifier in, or assigned to your Application, or otherwise obscure or alter the source of queries coming from an Application;
16. not include, embed, alter or modify the code in any Application which performs any operations not related to the services provided by the Application, whether or not Developer has obtained Seller consent to do so, and whether or not the Application obtains consent from the end User to do so. For the avoidance of doubt, this prohibited activity includes, but is not limited to, embedding or incorporating code into any Application which utilizes the resources (including CPU resources) of another computer, including for the purposes of cryptocurrency mining.
17. ensure that you automatically sync the Buyer Data set out below that is collected by the Application on the Seller Store to the Seller Store Admin. Any updates to such data made by the Application on behalf of the Seller must also be synced as soon as possible. ("Applicable Buyer Data"). The Applicable Buyer Data must be synced via the Plura Choice APIs Buyer resource (REST or SOAP). A Partner may enable the Seller to manually sync their Buyer Data with the Seller Store Admin in case where a Partner is unable to sync Applicable Buyer Data to the Seller Store Admin using the Plura Choice APIs Buyer resource;
In all cases, the types of Buyer Data listed below only apply to data collected or updated by the App on behalf of Sellers with respect to individuals who visit or process a transaction on the Seller's online store. This requirement (i) only applies to Public Applications, (ii) applies to all Applicable Buyer Data collected by the Public Application from the date that it is installed by the Seller, and (iii) does not apply to Sensitive Personal Information relating to Buyers.
18. not use a checkout mechanism other than the Plura Choice Checkout for web checkout or payment processing or register any transactions through the Plura Choice API in connection with such activity, without express written authorization from Plura Choice;

19. not develop and/or distribute any Application that has as its primary purpose the transfer, sharing, selling, disclosing or otherwise providing of Seller Data to any third party without express written authorization from Plura Choice or use Seller Data for any purpose other than providing the Application functionality to users of such Application. In addition, any such third party must be bound by these Terms or another written agreement acceptable to Plura Choice addressing the use of Seller Data. For the purposes of this section, the "primary purpose" of the Application shall be determined by Plura Choice in its sole discretion;
20. not make Custom Applications or Private Applications available to or for use by more than one Seller. For the avoidance of doubt, this means that more than one Custom Application and Private Application may not be installed by the same Seller. For clarity, if a Seller has more than one Seller Store, the Seller will request separate APIs for each store. In the event of any breach of this provision, and in addition to all other rights and remedies available to Plura Choice under these Terms and under applicable law, Plura Choice will have the right to: (a) take any action it deems necessary including but not limited to immediately terminating some or all Developer's rights under these Terms, and (b) determine, in its sole discretion, that the Application is deemed to be a Public Application and subject to both these Terms and the Partner Program Agreement.
21. not request a Seller to create webhook subscriptions from the Seller's Store Admin. Any webhook subscriptions required by a Partner must be created using a Public Application, Private Application or Custom Application; and
22. use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Agreement or the Developer Documentation, or breach any laws or regulations, or violate the rights of third parties.

4. API Limits. Plura Choice may set and enforce limits on your use of the Plura Choice API at our sole discretion. This means that Plura Choice can limit the number of requests that you may make or the number of Sellers you may serve. You will not use the APIs in a manner that, as determined by Plura Choice in its sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Developer Documentation. You agree to, and will not attempt to circumvent such limitations, including those documented. We ask developers to use industry-standard techniques for limiting calls, caching results, and re-trying requests responsibly. You shall not violate any explicit rate limitations on calling or otherwise utilizing an API. You shall not use any Plura Choice API beyond these limits without the express written consent of Plura Choice. Plura Choice reserves the right to decline such request or condition acceptance on your agreement to additional terms and/or charges for that use. To seek such approval, contact us.

5. Feedback. If you provide any feedback (including identifying potential errors and improvements) to Plura Choice concerning the Plura Choice API or any aspects of the Service ("**Feedback**"), you hereby assign to Plura Choice all rights, title, and interest in and to the Feedback, and Plura Choice is free to use, reproduce, disclose, and otherwise exploit the Feedback without attribution, payment or restriction, including to improve the Plura Choice API or the Service and to create other products and services. Plura Choice will treat any Feedback as non-confidential and non-proprietary. You will not submit any Feedback that you consider confidential or proprietary.

3. CHANGES TO THE PLURA CHOICE API

1. **Updates.** Plura Choice may update or modify the API Service from time to time ("API Update"). The Developer is required to implement and use the most current version of API Service and to make any applicable changes to continue using the Plura Choice API and the Service as a result of such API Update at your sole cost and expense. You acknowledge that Plura Choice may make Updates to the Plura Choice API from time to time, and at its sole discretion. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Your continued access or use of the Plura Choice API following an update or modification will constitute binding acceptance of the Update.
2. **Access and Use.** We may change or discontinue the availability of some or all of the Plura Choice API at any time for any reason with or without notice. Such changes may include removal of features, or the requirements of fees for previously free features. We may also impose limits on certain features and services or restrict your access to some or all of the Plura Choice API. Your continued use of the Plura Choice API following a subsequent release will be deemed your acceptance of modifications.
3. **Beta Services.** From time to time, Plura Choice may, at its sole discretion, offer beta testing to selected, interested Buyers, on a trial basis, pre-release or beta features that are in development and not yet available to parts of Users and or to the Public ("Beta Services"). If You use a Product or Service during beta testing, You are asked to provide feedback to Plura Choice and assume all risks associated with the beta software. Plura Choice advises all beta users to use extreme care when beta testing software since beta software is subject to strict confidentiality and the quality of the software is still under evaluation. By downloading or using Plura Choice's beta software, you expressly agree to the following terms and conditions. If you do not agree to any provisions contained herein, you must not download or immediately discontinue any use of the beta software. You acknowledge and agree that Plura Choice offers beta software "as is" and Plura Choice makes no representations or warranties that the Beta Services will function. Plura Choice may discontinue the Beta Services at any time in its sole discretion. Plura Choice will have no liability for

any harm or damage arising out of or in connection with a Beta Service. The Beta Services may not work in the same way as a final version. You acknowledge that the privacy terms set forth or referenced herein WILL NOT apply to beta testing and no privacy or security should be reasonably expected during beta testing. Plura Choice may change or not release a final or commercial version of a Beta Service in our sole discretion.

4. PROPRIETARY RIGHTS

1. The Service, the Plura Choice API, and all output and executables of the APIs, and all software, documentation, information, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites and any additional intellectual or other property used by or on behalf of Plura Choice or Plura Choice Related Entities or otherwise related to the Service, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and related thereto (collectively, **"Plura Choice Property"**) will be and remain the sole and exclusive property of Plura Choice. To the extent, if any, that ownership of any Plura Choice Property does not automatically vest in Plura Choice by virtue of the Terms, or otherwise, and vests in the Developer, the Developer hereby transfers and assigns to Plura Choice, upon the creation thereof, all rights, title and interest the Developer may have in and to such Plura Choice Property and waives any and all moral rights, as applicable, including the right to sue and recover for past, present and future violations thereof.
2. As between the Developer and Plura Choice, Plura Choice shall own all the rights, titles and interests in any Seller Data that Plura Choice receives as a result of a Seller's installation or use of an Application, and all such Seller Data transmitted to Plura Choice is and will continue to be the property of and under the control of the Plura Choice shall be subject to the Plura Choice Terms of Service and the Plura Choice Privacy Policy.
3. Plura Choice does not acquire ownership in your Application, and by using the Plura Choice API, you do not acquire ownership of any rights in the Plura Choice APIs or the content that is accessed through the Plura Choice APIs.

5. PLURA CHOICE TRADEMARKS

Plura Choice hereby grants to Developer a limited, revocable, non-exclusive, non-sublicensable and non-transferable license during the term to display the Plura Choice Trademarks for the sole purpose of notifying Sellers that the Application is compatible with the Service. Developer acknowledges and agrees that:

- i. it will use Plura Choice's Trademarks only as permitted hereunder;
- ii. it will use the Plura Choice Trademarks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Plura Choice in writing from time to time, including brand assets accessible from the Partner Program website and the Plura Choice brand guidelines;
- iii. the Plura Choice Trademarks are and shall remain the sole property of Plura Choice;
- iv. nothing in these Terms shall confer on Developer any right of ownership in the Plura Choice Trademarks and all use thereof by Developer shall inure to the benefit of Plura Choice;
- v. Developer shall not, now or in the future, apply for or contest the validity of any Plura Choice Trademarks; and
- vi. Developer shall not, now or in the future, apply for or use any term or mark confusingly similar to any Plura Choice Trademarks.

6. PRIVACY AND DATA SECURITY

1. Seller Agreement and Privacy Policy

- i. You are solely responsible for maintaining adequate security and control of any API Keys, Platform Account credentials and any other Plura Choice access credentials issued to you by Plura Choice. By agreeing to the terms of this Agreement You agree to be bound by the confidentiality clauses contained therein. Plura Choice will not be liable for any violations of the API keys given to the Seller.
- ii. **Developer will have in place and will present the Seller with a privacy policy that complies with all applicable privacy laws and provides adequate notice and obtains prior consent as required for the collection, use, processing, storage, transfer, and security of personal information and storage of the Seller Data ("Developer Privacy Policy").** Without limiting the foregoing, the Developer's Seller Agreement and Developer Privacy Policy will describe in sufficient detail (i) the services to be provided by the Developer's Application, (ii) the Seller Data that will be accessed by the

Application in order to provide such services, (iii) how the Seller Data will be used and transferred to third parties, if applicable, and (iv) the Developer's contact information. Developer will respond reasonably promptly to any questions regarding its privacy practices.

2. If you access Seller Data, you will (and will ensure that your employees, agents, independent contractors and service providers will):

- i. not use, access, store, or make copies of the Seller Data or any other data relating to a Seller, Seller Store or Buyers that Developer receives via the Application or the Plura Choice API except as necessary to provide the Application services to the Seller to whom the Seller Data relates and as described in the applicable Seller Agreement or Developer Privacy Policy, and only within the limits and for the purposes as specified by the Seller;
- ii. not share, sell, disclose or otherwise provide such information to any third party, except as provided for in the Terms;
- iii. except where prohibited or varied by applicable law, delete all originals, copies and reproductions of the Seller Data within 30 days when (A) the Seller uninstalls the Application, (B) when it is no longer required to provide the services of your Application to the Seller to whom the Seller Data relates, as may be described in the applicable Seller Agreement or Developer Privacy Policy, or (C) you receive an enforceable request to delete data from a Seller, a Buyer or Plura Choice. If you are unable to comply with this Section 6.2.III, you will promptly notify Plura Choice;
- iv. provide the Seller (or where required by applicable law, the Buyer) with access to a structured, commonly used, and machine readable copy of any Personal Information that you have that relates to such Seller or Buyer from whom you receive the request, and provide them with an opportunity to correct this information;
- v. not use information from Seller or Buyers for competitive benchmarking;
- vi. not communicate with Buyers directly or indirectly, provided however that Developer may contact Buyers if the information is obtained from another source, such as from the Buyers themselves, or if Developer has obtained consent to do so in the Seller Agreement;
- vii. ensure that you have obtained effective consent from the applicable individual, to the extent such consent is legally required, before you provide Plura Choice with information that you independently collected from them;
- viii. not directly or indirectly transfer any data you receive from Plura Choice (including anonymous, aggregate or derived data) to any third party or any other Application you may own, except as necessary to provide your Application's services or if expressly authorized by the Seller;
- ix. not put Seller Data or any other data you receive from Plura Choice in a search engine or directory, or include web search functionality on Plura Choice, except as necessary to provide your Application's services;
- x. notify Plura Choice of any actual or suspected breach or compromise of Seller Data (a "Data Breach") immediately upon, but no later than twenty-four (24) hours of, becoming aware of such occurrence, by reporting an issue to Plura Choice Partner Support via email. Upon learning of the Data Breach, at your own cost, you will: (A) promptly remedy the Data Breach to prevent any further loss of Seller Data; (B) investigate the incident; (C) take reasonable actions to mitigate any future anticipated harm to Plura Choice, the Plura Choice Related Entities, Sellers or Buyers; and (D) promptly answer questions from Plura Choice and or any legal authority relating to the Data Breach, regularly communicate the progress of your investigation to Plura Choice and cooperate to provide Plura Choice with any additional requested information in a timely manner.

3. Regulatory Compliance

- i. You will, and will ensure that your employees, agents and service providers will, comply with all applicable local, state, provincial, national or international laws or regulations, and policies of regulatory bodies or agencies, including (i) the Canadian Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5); (ii) the Federal Trade Commission Act of 1914 (15 U.S.C. § 43); and (iii) the Children's Online Privacy Protection Act (15 U.S.C. § 6501-6505) or any regulations implemented pursuant thereto. (Include relevant local and international laws and regulations)
- ii. You will only use the prior approved pixels, tags, or other forms of tracking technologies made available by Plura Choice in the Partner Account on the listing page for your Application in Plura Choice.

7. SECURITY

1. YOU AGREE THAT PLURA CHOICE MAY MONITOR ACCESS AND USE OF THE PLURA CHOICE API TO ENSURE QUALITY, IMPROVE PLURA CHOICE PRODUCTS AND SERVICES, PROVIDE CUSTOMIZED SERVICE AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Plura Choice accessing and using your Application, for example, to identify any potential security issues or threats that could affect Plura Choice or Sellers or the Plura Choice system. You will not interfere with this monitoring. Plura Choice may use any technical means to overcome such interference. Plura Choice may suspend access to the Plura Choice API by you or your Application without notice if we reasonably believe that you are in violation of the Terms.
2. Your Application will be installed and run on your server or another server, but will not be run on Plura Choice's servers. Your networks, operating system and software of your web servers, routers, databases, and computer systems (collectively, "**Developer System**") must be properly configured to Internet industry standards so as to securely operate your Application and protect against unauthorized access to, disclosure or use of any information you receive from Plura Choice, including Seller Data. If you do not completely control some aspects of the Developer System, you will use all influence that you have over the Developer System to do so. You must diligently correct any security deficiency, and disconnect immediately any known or suspected intrusions or intruder(s).
3. Security Assessments will be carried out at the discretion of Plura Choice in such a manner as to reasonably avoid disruption in the use of the API by Buyers. Despite the foregoing, Security Assessments may in rare cases cause downtime or other adverse effects on the API or your systems.
4. You agree to cooperate reasonably with such Security Assessments and agree that Plura Choice, its employees, and contractors shall not be liable to Developer, Sellers, Buyers or any third party for damages or losses arising in connection with Security Assessments performed in accordance with this agreement.

8. AUDIT

Plura Choice shall have the right to audit, or to appoint an independent third party(s) security auditor(s) under appropriate non-disclosure conditions to audit Developer's App, systems and records to confirm Developer's compliance with the Terms, including without limitation Developer's compliance with Plura Choice's requests and requests from Sellers or Buyers, as applicable, to delete Seller Data obtained through the Plura Choice API or otherwise through our Services. If requested, you must provide us with proof that your Application complies with these Terms.

9. DISCLAIMER OF WARRANTIES

The Service and the Plura Choice API, Content and any services are provided "as-is". Plura Choice makes no warranties hereunder, and Plura Choice expressly disclaims all warranties, express or implied, including warranties relating to the API or any services, any warranties against infringement of third-party rights, merchantability and fitness for a particular purpose. Without limiting the foregoing, Plura Choice further disclaims all representations and warranties, express or implied, that the Service or the Plura Choice API satisfies all of your or a Seller's requirements or will be uninterrupted, error-free or free from harmful components.

10. LIMITATION OF LIABILITY

1. Plura Choice shall not be responsible or liable with respect to any subject matter of this agreement or the terms and conditions, the Services or the Plura Choice API, under breach of contract, breach of warranty, negligence, strict liability, misrepresentations or other theory (a) for loss or inaccuracy of data or cost of procurement of substitute goods and services, or (b) for any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits even if Plura Choice has been advised of the possibility of such damages. In any event, Plura Choice's liability to you under the Terms for any reason will be limited to \$100 CAD. Plura Choice shall not be responsible for any matter beyond its reasonable control relating to the Terms
2. Any transactions, communications or business conducted between a Seller and a Developer is strictly between the Seller and the Developer, and Plura Choice is not obligated to intervene in or attempt to resolve any dispute arising between the Seller and the Developer. Under no circumstances shall Plura Choice be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever, that result from or relate to the Developer's relationship with any Seller. These limitations shall apply even if Plura Choice has been advised of the possibility of such damages. Once the API credentials are issued, the sole responsibility of the said API credential will lie with the Seller and Plura Choice will bear no responsibility if any violation occurs regardless of whether the Seller had prior knowledge or not.
3. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

11. INDEMNIFICATION

1. You agree to indemnify, defend and hold harmless Plura Choice and any Plura Choice Related Entities and the directors, officers, employees, subcontractors and agents thereof (each, an "Indemnified Party", and collectively, the "Indemnified Parties"), with respect to any claim brought by a third party against Plura Choice arising from or related to any breach of an obligation, representation, warranty, covenant or other provision of this Agreement or any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees (collectively, "claims"), or any matter to which you have expressly agreed to be responsible pursuant to this Agreement to the extent that such claim is based upon or arises out of: (a) your breach of any representation, warranty, obligation or covenant under the Terms; (b) your gross negligence or willful misconduct; (c) any warranty, condition, representation, indemnity or guarantee relating to Plura Choice and Plura Choice Related Entities granted by you to any Seller or other third party; (d) your access to or use of the Plura Choice API; (e) your breach of a Seller Agreement; (f) any third party claim that your products or services, including any Application, infringes the intellectual property or other rights of a third party; (g) the performance, non-performance or improper performance of the your products or services, including any Application; (h) your relationship with any Seller; and (i) a Data Breach.
2. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Developer with written notice of any claim that the Indemnified Party believes falls within the scope of the indemnifications provided under the Terms. The Indemnified Party may, at its own expense, assist in the defence if it so chooses, provided that Developer shall control such defence and all negotiations relative to the settlement of any such claim and further provided that in settling any claim the Developer will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by, or the imposition of any liability upon, the Indemnified Party without the prior written approval of the Indemnified Party.
3. In the event of any breach or threatened breach by the Developer of any provision of Sections 2 (Using the Plura Choice API), 4 (Proprietary Rights), 6 (Privacy and Data Security), 7 (Security) or 12 (Confidentiality), in addition to all other rights and remedies available to Plura Choice under the Terms and under applicable law, Plura Choice shall have the right to (a) immediately enjoin all such activity, without the necessity of showing damages or posting a bond or other security, (b) immediately terminate Developer's rights under these Terms, (c) receive a prompt refund of any amounts paid to Developer hereunder, and (d) be indemnified for any losses, damages or liability incurred by Plura Choice in connection with such violation, in accordance with the provisions of this Section 11.

12. CONFIDENTIALITY

1. The parties acknowledge that a party (the "**Receiving Party**") may receive confidential or proprietary information relating to the other party (the "**Disclosing Party**") which is either identified as confidential at the time of disclosure, or should reasonably be recognized by the Receiving Party as confidential under the circumstances, whether or not marked as confidential or proprietary (collectively, "**Confidential Information**"). For the avoidance of doubt, the Plura Choice API and API Credentials are deemed to be Plura Choice's Confidential Information. Confidential Information shall not include any information that the Receiving Party can establish: (a) was generally available to the public (or becomes so) without the fault or negligence of the Receiving Party, (b) was known by or in the possession of the Receiving Party before receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, and without breaching any provisions of the Terms; or (d) is rightly obtained by the Receiving Party from a third party without a duty of confidentiality.
2. A Receiving Party will use Confidential Information solely as necessary to perform its obligations under the Terms and in accordance with any other obligations in the Terms including this Section 12. A Receiving Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but in any event nothing less than reasonable duty of care, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and service providers who, in each case, must have access to such Confidential Information to perform the Receiving Party's obligations under the Terms and who are each subject to obligations of confidentiality that are at least as stringent as those contained in the Terms or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in the Terms, provided that, if legally permitted, the Receiving Party shall give the Disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. To the extent legally permitted, the Receiving Party will consult and cooperate with the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information and will otherwise only disclose that portion of the Confidential Information that is required to be disclosed. The Receiving Party is liable for its affiliates', employees', service providers', agents' and all personnel accessing the said information compliance with the terms of this Section 12. Upon request, all copies and excerpts of Confidential Information will be securely erased or destroyed, except any archived copies, which will remain subject to these confidentiality provisions, unless otherwise sought by Plura Choice to have them destroyed.

13. TERMINATION

1. **Termination.** Access to the Plura Choice API may be terminated or suspended by Plura Choice at any time and at Plura Choice's sole discretion. Without limiting the foregoing, Plura Choice may terminate your right to use the Plura Choice API if you breach the Terms or any documents incorporated by reference in the Terms (including the Plura Choice's Acceptable Usage Policy). Termination or suspension of the Developer's access to the Plura Choice API may negatively affect Sellers who use Developer's Application, and Developer is responsible to ensure that all Sellers who access or use Developer's Application are aware of this risk and the reasons for such suspension or termination can occur.
2. **Effect of Termination.** In the event this Agreement is terminated by Plura Choice, then all licenses granted by Plura Choice to you under this Agreement will be revoked and you will cease all further use of the API Information and or any material inclusive of data, information and or other material which you may have come to access or store as a result of your access to the Plura Choice API.
3. **Consequences of Termination.** Upon termination of the Terms: (a) each party shall return to the other party, or destroy (and provide certification of such destruction), all property of the other party in its possession or control (including all Confidential Information); (b) Developer shall immediately cease displaying any Plura Choice Trademarks on any website or otherwise; and (c) all rights granted to Developer hereunder will immediately cease, including the right of Developer to access and use the Plura Choice API.

14. GENERAL

1. **Independent Contractors.** The parties to the Terms are independent contractors. Neither party is an agent, representative or related entity of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other party. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties or to impose any liability attributable to such a relationship upon either party.
2. **Non-Exclusivity.** Nothing in the Terms is intended to create, nor shall it be construed as creating, any exclusive arrangement between the parties to the Terms. The Terms shall not restrict either party from entering into similar arrangements with others, provided it does not breach its obligations under the Terms by doing so, including any confidentiality obligations.
3. **Notice(s).** Any notice, approval, request, authorization, direction or other communication under the Terms shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally, or by email to Developer's email address listed in the Partner Account or as specified in the Seller Store Admin, and to legal@plurachoice.com (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the address provided in the Partner Account, and for Plura Choice WebServices Inc.'s registered office address, Attention: Legal Department.
4. **No Waiver.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms or to exercise any right under the Terms shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving party.
5. **Entire Agreement.** These Terms, including all guidelines and other documents linked or otherwise incorporated or referenced herein, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the parties with respect to the subject matter hereof (including any prior version of the Terms).
6. **Severability.** If any provision of this Agreement is unenforceable, such 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.
7. **Assignment.** All the terms and provisions of the Terms shall be binding upon and inure to the benefit of the parties to the Terms and to their respective heirs, successors, permitted assigns and legal representatives. Plura Choice shall be permitted to assign these Terms without notice to or consent from Developer. Developer shall have no right to assign or otherwise transfer the Terms, or any of its rights or obligations hereunder, to any third party without Plura Choice's prior written consent, to be given or withheld in Plura Choice's sole discretion.

8. **Applicable Laws.** The Terms shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Alberta with respect to any dispute or claim arising out of or in connection with the Terms.
9. **Governing Law; Arbitration.** This Agreement will be construed in accordance with and governed in all respects by the laws of the Province of Alberta, Canada. Any dispute, controversy or claim arising out of or in connection with this Agreement, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the commercial arbitration rules as per Canadian Arbitration Association Rules for Arbitration and will be decided under the Arbitration Act (Alberta).
10. **Disputes:** If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at Calgary, Alberta, Canada. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below. Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. [The arbitration shall be conducted by a single arbitrator.] The arbitration shall be held in Calgary, Alberta, Canada. The arbitration shall proceed in accordance with the provisions of the Arbitration Act (Alberta). The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.
11. **Patent Non-Assertion.** Developer and its affiliates covenant not to assert patent infringement claims against Plura Choice, Plura Choice Related Entities, or Plura Choice products and services including the Plura Choice API.
12. **Competitive or Similar Materials.** Plura Choice is not precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing, or developing for or by third parties, as well as marketing and distributing materials, products or services which are competitive with Developer's products or services, including any Application, regardless of their similarity to Developer's products or services, provided that Plura Choice does not use Developer's Confidential Information in so doing.
13. **Surviving Provisions.** This Section 14.10 and the following articles shall survive any termination or expiration of the Terms: Section 1 (Definitions), Section 4 (Proprietary Rights), Section 6 (Privacy and Data Security), Section 8 (Audit Rights), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), Section 11 (Indemnification), Section 12 (Confidentiality) and Section 14 (General). In addition, any provisions of the Terms that by their nature are intended to survive, will survive termination.

© Plura Choice WebServices Inc 2023

PLURACHOICE