

API Terms of Use

Last updated: Oct 5, 2020

Thank you for developing with 4Five Labs!

By accessing or using 4Five Labs's application programming interfaces, or associated software, tools, developer services, data or documentation (collectively, "**APIs**"), you agree to be legally bound by and comply with the following terms, as well as any referenced policies, guidelines or agreements, any documentation relating to your use of the APIs, and any additional requirements applicable to particular APIs (collectively the "**Terms**"). These Terms are entered into with 4Five Labs Inc. ("**4Five Labs**", "**we**", "**our**" or "**us**"). You understand that 4Five Labs may change these Terms or suspend or terminate your use of the APIs at any time. We will post notice of changes to the Terms on our website. Your continued use of the APIs after any changes to these Terms means you agree to the changes.

1. Registering and Accessing the APIs

(a) Accepting the Terms. You may not use the APIs and may not accept these Terms if (i) you are not of legal age to form a binding contract with 4Five Labs, or (ii) you are a person barred from using or receiving the APIs under the applicable laws of the Canada or other countries including the country in which you are resident or from which you use the APIs.

(b) Authority. If you are using our APIs on behalf of a person, company or entity, you represent and warrant that you have full legal authority to accept these Terms on behalf of that person, company or entity.

(c) Access and Credentials. To access the APIs, you must register according to our procedures and provide 4Five Labs with certain information (such as identification or contact details) as part of the registration process. Once registered, you will be issued certain access credentials to access the applicable APIs. You must keep the access credentials confidential and you may not sell, share, transfer, sublicense or otherwise make the access credentials available to others. You are responsible for all activities that occur using your access credentials. You will not misrepresent or mask your identity or your credentials when accessing or using the APIs.

(d) Registration Information. Any registration information that you give to 4Five Labs must be accurate and up to date and you will promptly inform us of any changes. You agree that we can use, store, and internally share your registration information

to contact you for purposes under these Terms (for example, to notify you of any updates to developer tools).

(e) API Documentation. Your use of our APIs and display of Content within a software application, website, tool, service or product (your “**Application**”) must comply with these Terms and any technical documentation, usage guidelines, parameters, and other requirements provided to you by us, as may be modified by us from time to time (“**Developer Documentation**”). “**Content**” means any data or content accessed via our APIs. We may limit your access to some or all of the APIs or Content at our sole discretion at any time.

2. Using the APIs

(a) License Grant. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable, revocable license during the Duration to: (i) use the APIs and Developer Documentation solely to develop, test, run, operate, and support your Application; (ii) to allow end users to use your integration of the APIs within your Application; (iii) to display the Content accessed through the APIs within your Application and (iv) as otherwise expressly authorized by us in writing.

(b) Ownership. As between you and 4Five Labs, we own all rights, title, and interest in and to the APIs, Content, and Developer Documentation and all associated elements, components, and executables. Subject to the foregoing, you own all rights, title, and interest in and to your Application. You have no right to distribute or allow access to the stand-alone APIs. Except as expressly provided in these Terms, neither party grants, nor shall the other party acquire, any right, title or interest (including any implied license) in or to any property of the first party under these Terms. All rights not expressly granted in these Terms are withheld.

(c) Copyright. 4Five Labs will not assert copyright over Content generated by the API for you or your end users.

(d) Feedback. If you provide us feedback about the APIs or Content or any of our technology, data, business or systems, you hereby grant to 4Five Labs an unlimited, worldwide, royalty-free, perpetual, sublicensable (including through multiple tiers), and irrevocable right and license to use, share, commercialize, and otherwise exploit your feedback in any manner and for any purpose without any obligation to you. You will not give feedback that requires 4Five Labs to license its software or documentation to third parties because 4Five Labs includes your feedback in them.

(e) Support. We may provide you with technical support and guidance for using the APIs and we may stop providing such support to you at any time without obligation to you.

3. Usage Requirements

In using our APIs, you (and anyone acting on your behalf) must adhere to the following:

(a) You will use the APIs and the Content only (i) in a lawful manner and in compliance with all applicable laws; (ii) in accordance with these Terms, the Developer Documentation, and the license granted in **Section 2(a)**; (iii) in a manner that does not infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity; and (iv) in a manner consistent with 4Five Labs's mission, as determined by 4Five Labs in its sole discretion.

(b) You will not: (i) distribute, sell, lend, transfer, or grant any rights in or to all or any portion of the APIs or Content to any third party (except for making Content available to end users and allowing end users to use your integration of the APIs through the Application); (ii) create any software that functions substantially the same as the APIs and offer it to third parties; (iii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code of any component of the APIs; (iv) modify, alter, tamper with, repair or otherwise create derivative works of the APIs or Content or attempt to do so; (v) use the APIs or Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device; or (vi) interfere or attempt to interfere in any manner with the functionality or proper working of the APIs.

(c) You will ensure that the use of the APIs or Content with your Application does not violate these Terms or any agreement between you and anyone else.

(d) You will not use the APIs to discover any underlying components of our models, algorithms, and systems, such as exfiltrating the weights of our models by cloning via logits.

(e) You may not use web scraping, web harvesting, or web data extraction methods to extract data from the APIs, the Content, or 4Five Labs's software, models or systems.

(f) You will not remove, obscure, or alter any notice, including any notice of intellectual property right, appearing on or contained within the APIs or Content.

(g) Your use of the APIs will comply with, and you will not attempt to circumvent, any call rate limits or other restrictions that may be established by us from time to time.

(h) You will not use the APIs or Content or allow any user to use the Application in a way that violates applicable law, including:

(i) Illegal activities, such as child pornography, gambling, piracy, violating copyright, trademark or other intellectual property laws;

(ii) Accessing or authorizing anyone to access the APIs from an embargoed country as prohibited by the Canadian government;

(iii) Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

(i) You will make reasonable efforts to reduce the likelihood, severity, and scale of any societal harm caused by your Application by following the provided API Usage Guidelines. 4Five Labs may request information from customers regarding their efforts to reduce safety risks, and such information may be used to assess compliance with these Terms as well as to inform improvements to the API.

(j) You will not use the APIs or Content or allow any user to use the Application in a way that causes societal harm, including but not limited to:

(i) Misleading end users that Application outputs were human-generated for generative use cases that do not involve a human in the loop;

(ii) Generating spam; and

(iii) Generating content for dissemination in electoral campaigns.

4. Confidentiality

(a) You may be given access to certain non-public 4Five Labs confidential or proprietary information, including, software and specifications related to the APIs and 4Five Labs's algorithms, software, models, and systems, or other business information (collectively "**Confidential Information**"). Confidential Information includes any information that 4Five Labs considers confidential or would normally be considered confidential under the circumstances. You may use Confidential Information only as necessary in exercising your rights under these Terms. You may not disclose any Confidential Information to any third party without our prior written consent, and you agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would

use to protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

(b) Confidential Information does not include any information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under these Terms; (iii) was or is later rightfully disclosed to you by a third party without any confidentiality obligations; (iv) we approved for release in writing; or (v) you independently developed without using or referencing any Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to 4Five Labs of the disclosure.

(c) If you have entered into a separate confidentiality agreement with 4Five Labs (an “**Existing NDA**”), all of the non-public information and materials shared with you under these Terms, including our APIs, constitute confidential information under that Existing NDA. The Existing NDA governs any disclosures hereunder and shall be deemed to be in effect throughout the Duration.

5. **Security**

(a) Your network, operating system and the software of your servers, databases, and computer systems must be properly configured to securely operate your Application and store content collected through your Application.

(b) You agree that 4Five Labs may monitor any API activity from its own systems to ensure quality, improve 4Five Labs products and services, and ensure compliance with these Terms. You will give 4Five Labs reasonable access to your Application to monitor compliance with these Terms. You will not interfere with this monitoring and 4Five Labs may use any technical means to overcome such interference.

(c) You must have a process to respond to any vulnerabilities or breaches in your Application. If you discover or a third-party reports to you any vulnerabilities or breaches related to your Application's connection to the APIs, you will promptly contact 4Five Labs and provide details of the vulnerability or breach.

6. **Privacy and Data Protection**

(a) Your Compliance. You must comply with all laws and regulations applicable to your use of the APIs and the data accessed through the APIs and your Application, including without limitation laws related to the privacy of personally identifiable information (“**Privacy Laws**”), such as the European Union General Data

Protection Regulation, Regulation (EU) 2016/679 (“**GDPR**”) and the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100–1798.199 (“**CCPA**”). Your Application must include your own user agreement and privacy policy, which are prominently located where users download or access your Application and accurately disclose to users how and what personal information you collect, use, store and share through your Application. If you are governed by the GDPR or CCPA and will be using 4Five Labs for the processing of “personal data” as defined in the GDPR or “Personal Information” as defined in the CCPA, you may wish to execute our GDPR / CCPA Data Processing Agreement

(b) HIPAA. 4Five Labs does not intend, and absent its express written agreement does not permit, use of the APIs by any person that is a “covered entity” or a “business associate” under the Health Insurance Portability and Accountability Act, as amended (“**HIPAA**”), where such use would involve access by 4Five Labs to “protected health information” as defined under HIPAA. If you are (or become) a “covered entity” or “business associate” as defined in HIPAA, you will not use the APIs in any manner that would permit such access, absent prior written consent from 4Five Labs.

(c) Submission of Content. 4Five Labs does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your Application, except as expressly provided in these Terms. For the sole purpose of enabling 4Five Labs to provide, secure, and improve the APIs (and related software, models, and algorithms), you give 4Five Labs a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use, host, store, modify, communicate and publish all content submitted, posted or displayed to or from the APIs through your Application. When permissible under applicable Privacy Laws, the foregoing license survives consumer requests for deletion of personal data or Personal Information for the sole purpose of enabling 4Five Labs to provide, secure, and improve the APIs. Before you submit content to our APIs through your Application, you will ensure that you have the necessary rights (including rights from your end users) to grant us the license.

7. Modifications

You understand that we may change our rules and procedures relating to the use of the APIs at any time. We may also change or amend these Terms at any time in our sole discretion. We will post notice of changes within the documentation of each applicable API and/or to our website. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted, except for changes addressing new API functions or changes made for legal reasons, which

will be effective immediately. Your continued use of the APIs and Content after any change or amendment means you agree to such changes or amendments. If you do not agree to such changes or amendments, you must stop using the APIs and Content immediately and terminate these Terms.

8. Term and Termination

(a) Term. These Terms will take effect when you first use the APIs and will remain in effect until terminated according to these Terms (the “**Duration**”).

(b) Our Right to Terminate; Suspension. We have the right to terminate these Terms, and suspend or revoke your access to all or any of the APIs and Content, at any time for any reason. When you receive notice from us, you will immediately stop using all APIs and Content.

(c) Your Right to Terminate. You may terminate these Terms by discontinuing the use of the APIs and Content.

(d) Your Obligation Post-Termination. Upon termination, all licenses granted within these Terms immediately and automatically expire and you must immediately cease using the APIs and Content. You will promptly destroy or return to 4Five Labs everything tangible or electronic that contains any Confidential Information.

(e) Survival. The provisions of these Terms which, by their nature, should survive termination or expiration of these Terms, including but not limited to Section 2(b) (Ownership); Section 2(c) (Copyright); Section 2(d) (Feedback); Section 4 (Confidentiality); Section 5 (Security); Section 6 (Privacy and Data Protection); Section 8 (Termination); Section 9 (Indemnification; Disclaimer of Warranties; Limitation of Liability), and Section 10 (General Terms), shall survive and remain in effect after the expiration or termination of these Terms, and apply to respective permitted successors and permitted assigns.

9. Indemnification; Disclaimer of Warranties; Limitations on Liability

(a) Indemnity. You agree to defend, indemnify, and hold harmless us, our affiliates, and each of our employees, officers, directors, agents and representatives, from and against all claims, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including attorneys’ fees) arising from or relating to: (i) your breach of these Terms; (ii) your use of the APIs, Content, and Developer Documentation; (iii) your Application; (iv) any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users; (v) your actual

or alleged infringement, misappropriation or violation of 4Five Labs or a third party's intellectual property or proprietary rights.

(b) Disclaimer. THE APIs ARE LICENSED "AS IS." WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE APIs, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. 4FIVE LABS DOES NOT WARRANT THAT THE APIs WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE OR SUCCEED IN RESOLVING ANY PROBLEM. YOU AGREE THAT USE OF THE APIs IS AT YOUR OWN RISK. YOU HAVE NO WARRANTY OR GUARANTEE UNDER THESE TERMS THAT THE OPERABILITY OF ANY OF YOUR APPLICATIONS RUNNING WITH THE APIs WILL BE MAINTAINED WITH ANY SUBSEQUENT OR GENERALLY AVAILABLE VERSIONS OF THE APIs OR THAT ANY VERSION OF THE APIs WILL EVER BE MADE AVAILABLE OR MARKETED. WE MAY DISCONTINUE PROVIDING THE API'S OR ACCESS TO OUR SYSTEM OR MAY CHANGE THE NATURE FEATURES, FUNCTIONS, SCOPE OR OPERATION THEREOF, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE OR FREE OF HARMFUL COMPONENTS.

(c) Limitations of Liability. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THESE TERMS. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO \$100.

10. General Terms

(a) Additional Terms. In addition to these Terms, your use or access of the APIs may also be subject to any other agreements you have with 4Five Labs. If you use the APIs as an interface to, or in conjunction with, other 4Five Labs products and services,

then the terms of those products and services also apply to you and your end users.

(b) Relationship of the Parties. These Terms do not create a partnership, joint venture or agency relationship between you and 4Five Labs. 4Five Labs and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

(c) Use of Brands. You will not use 4Five Labs's name, logo, or trademarks, without our prior written consent.

(d) Canadian Federal Agency Entities. The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Canadian Federal Acquisition Regulation and agency supplements thereto.

(e) Assignment and Delegation. You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may freely assign or delegate any and all rights and obligations under these Terms without notice to you.

(f) Equitable Remedies. You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to 4Five Labs. Accordingly, you agree that, if you violate or breach these Terms, 4Five Labs shall have the right to seek injunctive relief against you in addition to any other legal remedies that 4Five Labs may have.

(g) Entire Agreement. These Terms and any policies incorporated in these Terms contain the entire agreement between you and 4Five Labs regarding the use of the APIs and supersedes any prior or contemporaneous agreements, communications, or understandings between you and 4Five Labs on that subject.

(h) Jurisdiction, Venue and Choice of Law. These Terms will be governed by the laws of the Ontario Province, excluding Ontario's conflicts of law rules or principles. All claims arising out of or relating to these Terms will be brought exclusively in the federal or provincial courts of Toronto, Ontario, Canada, and you and 4Five Labs each consents to personal jurisdiction in those courts.

(i) Notices. All notices will be in writing and will reference these Terms. We may notify you using the registration information you provided or the email address associated with your Application. Service will be deemed given on the date of

receipt if delivered by email or on the date sent via courier if delivered by post.
4Five Labs accepts service of process at this address:

4Five Labs Inc
Attn: hello@4fivelabs.com
175 Bloor st E, Toronto,
Ontario, Canada M4R3R8

(j) Waiver and Severability. If you do not comply with these Terms, and 4Five Labs does not take action right away, this does not mean the 4Five Labs is giving up any rights it may have (such as taking action in the future). If a particular term in these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that term will be enforced to the maximum extent permissible and it will not affect the enforceability of any other terms.