

# API TERMS OF USE

Effective September 26th, 2018

These API Terms of Use (the “API Terms”), dated as of 9/22/2018(the “Effective Date”), are made and entered into by and between Rental Pro Club Global Inc., a Delaware corporation and its affiliates (“Rental Pro Club” or “we”), and you (“Developer” or “you”). Rental Pro Club and Developer are sometimes referred to in the API Terms individually as a “Party” and collectively as the “Parties”. Rental Pro Club and Developer hereby agree as follows:

## 1. AGREEMENT TO THE API TERMS.

By registering a software application, website, or product you create or service that you offer (a “Developer Application”), you agree to be bound by the API Terms. You must read, agree to, and accept all of the terms and conditions contained in the API Terms in order to use the Rental Pro Club API. Additionally, you agree to and accept the Rental Pro Club Terms of Service, available at <https://www.RentalProClub.com/legal/>. If you disagree with any of the terms of the API Terms or the Rental Pro Club Terms of Service, Rental Pro Club does not grant you a license to use the Rental Pro Club API. If you are using the Rental Pro Club API on behalf of a company or any other entity, you represent and warrant that you have full legal authority to register a Developer Application on behalf of that entity and bind it to the API Terms and the Rental Pro Club Terms of Service. If you are not authorized, you may not accept the API Terms or register a Developer Application for someone else.

## 2. DEFINITIONS.

Capitalized terms not defined in the API Terms have the meanings given to them in the Rental Pro Club Terms of Service.

- Rental Pro Club API. A set of web-based services providing programmatic access to Rental Pro Club systems and data, together with all updates, revisions, and copies thereof. This also includes any associated tools and documentation that Rental Pro Club makes available under the API Terms.
- Rental Pro Club Content. Any data, content, or executables of or associated with the Rental Pro Club API or Site Services (as defined in the Rental Pro Club Terms of Service). This includes all Rental Pro Club User Data.
- Rental Pro Club User Data. Any content, information, and other data about persons who use the Rental Pro Club services received or collected by Developer through any instance of the Developer Application, the Rental Pro Club API, or otherwise in connection with the API Terms.

### 3. DEVELOPER'S USE OF THE RENTAL PRO CLUB API.

Developer wishes to use and access the Rental Pro Club API in connection with the development and distribution of a Developer Application and agrees to the additional requirements herein. Developer and Rental Pro Club hereby agree as follows:

- Developer Registration. Before using the Rental Pro Club API, Developer must provide accurate information identifying its organization and the individual representative who will serve as a point of contact for Rental Pro Club. The registration may be completed and accepted by Rental Pro Club on the Site. Upon successful registration, Rental Pro Club shall make Access Credentials available to Developer. "Access Credentials" means the necessary security keys, secrets, tokens, and other credentials to access the Rental Pro Club API. All activities that occur using your Access Credentials are your responsibility. Access

Credentials are specific to you and are confidential information. Keep them secret. You must not sell, transfer, or sublicense the Access Credentials. Do not try to circumvent them and do not require your users, employees, contractors, or agents to obtain their own Access Credentials to build, maintain, or use the Developer Application. Developer itself must request any Access Credentials to be used by any employee, contractor, or agent of Developer.

- Development of the Developer Application. Subject to the terms of these Terms of Use, Developer will develop one or more Developer Applications. Developer will ensure that all Developer Applications are and remain in compliance with the API Terms and the Rental Pro Club Terms of Service.
  - Permitted Uses of the Rental Pro Club API. Your use of the Rental Pro Club API is limited to the purpose of facilitating your own or your Users' use of the Rental Pro Club Site and Site Services. Some examples of permitted uses of the Rental Pro Club API would be to create Applications that:
    - Allow Rental Pro Club Users to search for and browse Rental Pro Club job postings with a customized interface;
    - Allow Rental Pro Club Users to manage active contracts;
    - Allow Rental Pro Club Users to apply to jobs on Rental Pro Club;
    - or
    - Allow Rental Pro Club Users to manage invoices, billing, and communications on Rental Pro Club.
- Prohibited Uses of the Rental Pro Club API. Developer must never do any of the following:
  - Use the Rental Pro Club API in any Developer Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, promotes or offers malicious code, or violates any applicable law or regulation.
  - Use the Rental Pro Club API to retrieve Rental Pro Club Content that is then aggregated with third-party search results in such a way that a user cannot attribute the Rental Pro Club Content to Rental Pro Club (such as aggregated search results).
  - Distribute or allow access to the Rental Pro Club API to anyone other than the entity on whose behalf Developer agreed to these Terms, or create an application programming interface that enables access to Rental Pro Club Content

- Prohibited Uses/Functions of Developer Application. Developer and the Developer Application must not do the following:
  - Implement features or business practices that unlawfully harm the professional reputation or relationships of Rental Pro Club or Rental Pro Club users.
  - Use Rental Pro Club Content received from the Rental Pro Club API in any manner that facilitates bias, discrimination, or data “redlining,” whether intentional or inadvertent, based on sensitive or protected categories or characteristics.
  - Impersonate Rental Pro Club or an Rental Pro Club user or intentionally misrepresent Rental Pro Club or any Rental Pro Club user or other third party when requesting or publishing information.
  - Obfuscate or hide any Rental Pro Club buttons, sign-in functionality, or consent or authorization flows from your users.
  - Proxy, request, or use Rental Pro Club account user names or passwords in any fashion for any reason.
  - Request from the Rental Pro Club API more than the minimum data fields and application permissions the Developer Application needs.
  - Try to exceed or circumvent limitations on calls and use. This includes creating multiple Developer Applications for identical, or largely similar, purposes.
  - Download, scrape, post, or transmit, in any form or by any means, any part of the Site or Site Services, including data retrieved by web browser plugins.
  - Copy, reformat, reverse-engineer, or otherwise modify the Rental Pro Club API, Access Credentials, the Site, the Site Services, or any Rental Pro Club Content.
  - Promote or operate any product or service that competes with the Rental Pro Club Site Services.
  - Interfere with or disrupt Rental Pro Club services, Rental Pro Club servers or networks connected to Rental Pro Club services, or disobey any requirements, procedures, policies or regulations of networks connected to the Rental Pro Club Site or Site Services.
  - Engage in any conduct that fails to comply with, or is otherwise inconsistent with, any agreement between Developer and Rental Pro Club or any written instructions provided by Rental Pro Club.

## 4. API LICENSE.

- Using the Rental Pro Club API. As part of the API Terms, Rental Pro Club grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the Rental Pro Club API solely to do the following and subject to the restrictions set forth in the API Terms:
  - Enable your Application to interact with Rental Pro Club's databases to retrieve information necessary to facilitate your own or Your Users' use of the Site and Site Services through your Application;
  - Make limited intermediate copies of Rental Pro Club Content only as necessary to perform activity permitted under the API Terms. You must delete all intermediate copies when they are no longer required for the purpose for which they were created;
  - Rearrange or reorganize Rental Pro Club Content within your Application; and
  - Display in your Application Rental Pro Club Content consistent with this Agreement.
- Access Credentials. Rental Pro Club will provide you with Access Credentials that permit you to access the Rental Pro Club API. The Access Credentials are the property of Rental Pro Club and may be revoked if you share them with any third party (other than as allowed in the API Terms), if they are compromised, if you violate the API Terms or the Rental Pro Club Terms of Service, or if Rental Pro Club terminates the API Terms.
- API Call Limitations. The number of API calls you will permitted to make during any given time period may be limited. Rental Pro Club will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application. Rental Pro Club may, in its sole discretion, charge you for API calls that exceed the call limits or terminate your access to the Rental Pro Club API in accordance with Section 17 (Suspension and Termination). Unused calls will not roll over to the next day or month, as applicable.

## 5. CERTIFICATION.

At its discretion, Rental Pro Club may require or offer Certification for certain Applications. Certification will consist of confirmation by Rental Pro Club or a third party it designates that your Application's technology complies with the API Terms and the Rental Pro Club Terms of Service. You will be responsible for all costs associated with certification and any modifications necessary to meet the certification requirements and you may not be permitted to access the Rental Pro Club API in certain cases until certification is complete. At Rental Pro Club's discretion, future modifications of your Application or use or display of Rental Pro Club Content may be subject to re-certification. If Rental Pro Club requires certification, your failure to maintain certification is cause for immediate termination of the API Terms.

## 6. DATA USE.

- Obligations to Rental Pro Club. Developer may only use, disclose, and otherwise process Rental Pro Club User Data in accordance with the written instructions of Rental Pro Club and applicable laws, rules and regulations.
- Prohibited Uses. Developer will not:
  - Use Rental Pro Club Content for any purpose except to the extent necessary for (1) the purpose of processing and supporting a specific transaction for the applicable Rental Pro Club user or (2) the purpose of providing services to Rental Pro Club.
  - Use Rental Pro Club Content for any research or publication purpose without prior written consent and a license from Rental Pro Club to research or publish, as applicable, Rental Pro Club Content.
  - Use Rental Pro Club Content for user profiling purposes or for advertising purposes.
  - Sell, lease, sublicense, or otherwise transfer, directly or indirectly, Rental Pro Club Content to any third party.

- Augment, commingle, or supplement Rental Pro Club Content with personally identifiable or confidential information (including any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device) from any third-party source.
- Use the user identification or authentication codes connected to any Rental Pro Club user to disclose information related to that user to any third party.

## 7. DATA STORAGE.

Except as provided in the API Terms, Developer may not copy or store any Rental Pro Club Content, or any information expressed by or representing Rental Pro Club Content (such as hashed or otherwise transformed data).

- Authentication Tokens. Developer may store any Developer Application-specific alphanumeric user identification codes that Rental Pro Club provides to Developer for identifying individual users of the Developer Application or any tokens that Rental Pro Club provides to Developer when an Rental Pro Club user authenticates the Developer Application for the Rental Pro Club user's account.
- Cached Content. Solely for the purpose of improving user experience, Developer may cache Rental Pro Club Content for no more than twenty-four (24) hours.
- Deletion. Developer must promptly and securely delete all Rental Pro Club User Data collected from Rental Pro Club users upon request of the Rental Pro Club user, when the Rental Pro Club user deactivates or uninstalls the Developer Application, when the Rental Pro Club user closes their account with Developer, and before, when possible, or promptly upon termination of the API Terms. Developer will promptly and securely delete all Rental Pro Club Content after completion of all activities reasonably necessary to operate or maintain the Developer Application and upon termination of the API Terms.

## 8. USER CONSENT AND AGREEMENT.

- User Agreement and Privacy Policy. The Developer Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where members download or access the Development Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Rental Pro Club users.
- User Consent. Before obtaining information from Rental Pro Club users, you must obtain their informed consent by telling them what information you collect and how it will be used, stored or shared, and by taking any additional steps required by law or regulation.

## 9. DATA SAFEGUARDS.

Developer will protect Rental Pro Club User Data in accordance with all applicable laws. Your network, operating system, and software of your web servers, databases, and computer systems (collectively “Systems”) must be properly configured to securely operate the Developer Application and Rental Pro Club User Data. The Developer Application must use reasonable security measures to protect any Rental Pro Club User Data and any elements or components of the Rental Pro Club API. You shall not architect, design, or select Systems in a manner to avoid these obligations. You must promptly report to Rental Pro Club at [legal@RentalProClub.com](mailto:legal@RentalProClub.com) any security deficiencies in, or intrusions into, your Systems that you discover to Rental Pro Club. You will work with Rental Pro Club to correct any security deficiency and disconnect any intrusions or intruders as soon as practicable upon discovery of any such deficiency or intrusion. In the event of any security deficiency or intrusion involving the Developer Application or Rental Pro Club User Data, you will make no public statements without prior written and



express permission from Rental Pro Club in each instance, unless otherwise required by law.

## 10. ACCESS TO THE RENTAL PRO CLUB API.

Subject to the API Terms, Rental Pro Club may, in its sole discretion, make specific instances or versions of the Rental Pro Club API available to Developer for use in connection with Developer Applications. Rental Pro Club may terminate such access to the Rental Pro Club API, in whole or certain features, functions, or services thereof, for convenience, at any time. The Rental Pro Club API will be deemed to be a part of the Site Services as set forth in the Rental Pro Club Terms of Service.

## 11. RENTAL PRO CLUB API SUPPORT AND CHANGES.

Rental Pro Club may provide technical support, upgrades, or modifications of the Rental Pro Club API in Rental Pro Club's sole discretion. Rental Pro Club may cease providing technical support, upgrades, or modifications of the Rental Pro Club API at any time and for any reason without notice or liability to Developer. Rental Pro Club may release new versions of the Rental Pro Club API and require Developer to use the new version of the Rental Pro Club API. Developer's use of new releases or versions of the Rental Pro Club API will be acceptance of all modifications of the Rental Pro Club API.

## 12. INTELLECTUAL PROPERTY.

- Rental Pro Club Materials. Rental Pro Club owns all rights, title, and interest, including all intellectual property rights, in and to, the Rental Pro Club API; all elements, components, and executables of the Rental Pro Club API; and all elements, components, and executables of the Site Services (collectively, the “Rental Pro Club Materials”). The only exception to this is any information or Content which you as a Rental Pro Club user have licensed to Rental Pro Club under the Rental Pro Club Terms of Service. Except for the express licenses granted in the API Terms, Rental Pro Club does not grant you any right, title, or interest in the Rental Pro Club Materials. Developer agrees to take such actions as Rental Pro Club may reasonably request to perfect Rental Pro Club’s rights to the Rental Pro Club Materials.
- Developer Property. Except to the extent the Developer Application contains Rental Pro Club Materials, Rental Pro Club claims no ownership or control over your Developer Application. During the term of the API Terms you hereby grant Rental Pro Club a paid-up, royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (1) use, perform, and display the Developer Application and its content for purposes of marketing, demonstrating, and making the Developer Application available to Rental Pro Club users; (2) link to and direct Rental Pro Club users to the Developer Application; and (3) sublicense the foregoing rights to our affiliates.
- Feedback. Developer may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to Rental Pro Club related to Rental Pro Club products, services or technology (“Feedback”). To the extent Developer provides Feedback to Rental Pro Club, Developer grants Rental Pro Club the right to use such Feedback without any right to compensation from Rental Pro Club.

## 13. INDEPENDENT DEVELOPMENT BY RENTAL PRO CLUB.

Developer understands and acknowledges that Rental Pro Club may be independently creating applications, content, and other products or services

that may be similar to or competitive with the Developer Application. Nothing in the API Terms will be construed as restricting or preventing Rental Pro Club from creating and fully exploiting any applications, content, and other products or services, without any obligation to Developer. This paragraph will survive the termination or expiration of the API Terms.

## 14. CONFIDENTIAL INFORMATION.

Developer agrees that the content of the Rental Pro Club API, and any Rental Pro Club Content that by its nature should reasonably be known to be confidential, is deemed to be confidential information of Rental Pro Club and Developer will maintain the same in strict confidence and not disclose the same to any third party (other than employees, agents and contractors of Developer for the sole purpose of providing services to Developer to complete work permitted hereunder) or use the same for any purpose other than its performance under the Agreement. To the extent that you retain any Rental Pro Club Content after the termination or expiration of the API Terms, this paragraph will survive the termination or expiration of the API Terms.

## 15. EFFECT.

The provisions of the API Terms will control over any inconsistent provisions of the Rental Pro Club Terms of Service, and the Rental Pro Club Terms of Service, as modified and supplemented by the API Terms, will remain in full force and effect. Any “shrink wrap” or “click wrap” license agreement or any other terms and conditions associated with Developer’s Application is null and void, is not applicable hereunder, and is expressly excluded.

## 16. FEES.

Rental Pro Club currently provides the Rental Pro Club API without charge. However, Rental Pro Club reserves the right, at Rental Pro Club's sole discretion, to charge fees for future use of or access to the Rental Pro Club API. Developer may not charge any fee to Rental Pro Club users for the Developer's Application without the express written permission or agreement of Rental Pro Club.

## 17. TERM AND TERMINATION.

- Term. The term of the API Terms will commence on the date upon which you agree to the API Terms and will continue until terminated as set forth below.
- Developer's Termination Rights. Developer may terminate the API Terms by discontinuing use of the Rental Pro Club API and returning all Rental Pro Club Content, including Rental Pro Club User Data.
- Suspension and Termination. Rental Pro Club may suspend or terminate Developer's use of the Rental Pro Club API at any time if we believe you have violated the API Terms or Rental Pro Club Terms of Service, or if we believe the availability of the Rental Pro Club API in the Developer Application is not in our or our users' best interests. Immediately upon termination of the API Terms, all licenses granted to Developer will cease and all data retrieved from the Rental Pro Club API or Site Services must be deleted.
- Effect of Termination. Upon termination of these Terms:
  - Developer will promptly and securely destroy Rental Pro Club Content in your possession or control;
  - neither party is liable to the other party solely because the API Terms have been terminated;
  - unless we agree otherwise in writing or as stated explicitly in the API Terms, Developer must permanently delete all Rental Pro Club Content and Rental Pro Club User Data or other data which you stored pursuant to your use of the Rental Pro Club API. Rental Pro Club may require that you certify in writing your compliance with this section; and

- Rental Pro Club will make commercially reasonable efforts to remove all references and links to the Developer Application from the Site (Rental Pro Club has no other obligation to delete copies of, references to, or links to the Developer Application).

## 18. WARRANTIES AND LIABILITIES.

- Disclaimer of Warranties. RENTAL PRO CLUB PROVIDES THE RENTAL PRO CLUB API, RENTAL PRO CLUB CONTENT, AND ALL OTHER INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, RENTAL PRO CLUB DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. RENTAL PRO CLUB DOES NOT GUARANTEE THAT THE RENTAL PRO CLUB API WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE RENTAL PRO CLUB API MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. RENTAL PRO CLUB DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, RENTAL PRO CLUB DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE RENTAL PRO CLUB API DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.
- Limitations of Liability. RENTAL PRO CLUB AND OUR EMPLOYEES, AGENTS, SHAREHOLDERS, OR DIRECTORS, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF THE RENTAL PRO CLUB API. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (i) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (ii) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR

ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGE THAT RENTAL PRO CLUB MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THE API TERMS OR APPLICABLE LAW.

- Indemnification. You will defend, hold harmless, and indemnify Rental Pro Club (and our and their respective employees, agents, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with: (i) your breach of your obligations herein; or (ii) the violation of any copyright, trademark, service mark, trade secret or United States patent by the Developer Application.

## 19. GENERAL.

- Relationship of the Parties. The parties are agreeing to the API Terms as independent contractors, and the API Terms will not be construed to create a partnership, joint venture or employment relationship between them. Neither party is authorized to or will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.
- Assignability. You may not assign the API Terms, nor any of your rights or obligations hereunder, without Rental Pro Club's prior written consent. Rental Pro Club may freely assign the API Terms without your consent. Any attempted assignment or transfer in violation of this section will be null and void. Subject to the foregoing restrictions, the API Terms will inure to the benefit of successors and permitted assigns of the parties.
- Severability. If and to the extent any provision of the API Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or enforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

- Choice of Law and Venue. The API Terms and any controversy, dispute or claim arising out of or relating to the API Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). With respect to any User located outside the United States, the User agrees that the California state courts of Santa Clara County (or, if there is federal jurisdiction, the United States District Court for the Northern District of California) will have jurisdiction and venue with respect to any claim arising out of or relating to the API Terms and consents to the personal jurisdiction and venue of those courts.
- No Waiver. The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.
- Miscellaneous. The API Terms set forth the entire agreement and understanding of the parties relating to their subject matter and cancel and supersede any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. No modification or amendment to the API Terms shall be binding upon Rental Pro Club unless in a written instrument signed by a duly authorized representative of Rental Pro Club.