



TERMS AND CONDITIONS, PRIVACY AND API USAGE

Introductions

Dear reader,

This document governs the way we provide our services to our notable clients, users and third parties that develop on the STR8LINE™ Business Application Platform.

You will find here our Privacy Policies (STR8LINE END USERS POLICIES) , Agreement and Terms (STR8LINE SUBSCRIPTION AGREEMENT) and API Developer Policies (STR8LINE DEVELOPERS POLICIES - API).

As our brand has a global reach we have this document in English, but your local partner will be glad to provide you a summary in you language. Nevertheless these policies in this document always apply.

As the headquarters of our company is in The Netherlands the Dutch law applies on all our services. The competent court is that of Haarlem, Noord-Holland, The Netherlands.

For comments or questions, please do not hesitate to contact.

We are happy to answer any questions.

Yours Sincerely

S. Janssen Daalen, CEO



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STR8LINE END USERS POLICIES

Privacy Policy for the use of STR8LINE App's

Last Updated: January 2017 (second version)

Scope

We use English for our privacy policy, please ask for a translation your local STR8LINE vendor or distributor.

This Privacy Policy applies to information, including Personal Information, STR8LINE collects through your use of STR8LINE's Services. By using STR8LINE's Services and accepting the End User Agreement, as applicable, you also agree to this Privacy Policy. If you do not agree to this Privacy Policy, you must not use STR8LINE's Services. The terms "We," "Us," "Our," or "STR8LINE" includes STR8LINE and our affiliates. It explains how we may collect, use, and disclose information we obtain through "STR8LINE's Services."

[\(More Info\)](#)

Information We Collect

We collect data about you from a variety of sources, including:

- Information you provide to us directly;
- Information we collect in connection with your use of STR8LINE's Services; and
- Information we collect from STR8LINE plug-ins and integrations with third-party products, such as Google Apps.

All of the information we collect may be combined to help us tailor our communications to you and to develop and improve our services.

[\(More Info\)](#)

How We Use Your Information

We use the information we collect to:

- Provide the services you request;
- Communicate with you, including customer support;
- Report anonymized, aggregate usage statistics;
- Deliver marketing and other offers or information related to STR8LINE's Services; and
- Improve STR8LINE's Services.

[\(More Info\)](#)

How We Share and Disclose Your Information

We do not share your Personal Information with other people or nonaffiliated companies for their marketing purposes (including direct marketing purposes). We may use and share Non-Personal Information for our marketing purposes including to display advertisements on other websites. We may share information:

- With our third-party service suppliers and vendors;
- If STR8LINE is merged or sold to another company;
- To protect and defend the rights and property of STR8LINE (including enforcing our End User Agreement); and
- When required by law.

[\(More Info\)](#)

DEFINITIONS

- "STR8LINE's Services" include our products, services, plug-ins, mobile applications, downloadable software, and websites, including www.str8line.app, but not those created by third parties, even when they are accessed through www.str8line.app or available through the STR8LINE Marketplace.
- "STR8LINE's Public Services" are STR8LINE's Services provided over the public Internet and excludes STR8LINE's Services installed on private infrastructure by our clients for their use only.
- We consider "Personal Information" to include information that alone or when in combination with other information may be used to readily identify, contact, or locate you, such as: name, address, email address, or phone number. We do not consider Personal Information to include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.
- "Non-Personal Information" is all information other than Personal Information.

INFORMATION WE COLLECT

Personal Information Collection. STR8LINE's Services may collect Personal Information from you, including when you register to evaluate, subscribe or obtain a license to a product or service; purchase a product or service; participate in surveys, contests, or sweepstakes; submit bugs; or contact customer service. The categories of Personal Information STR8LINE's Services may collect about you include: your name, email address, username, password, location, and billing and credit card information. STR8LINE's Public Services may also collect Personal Information you post while using STR8LINE's Services, including in free-text fields or during group chat sessions. You should avoid posting your Personal Information in public areas because that information may be viewable to users of STR8LINE's Public Services and possibly the Internet.

Non-Personal Information Collection. STR8LINE may collect Non-Personal Information as you use STR8LINE's Services. When you use STR8LINE's Public Services, STR8LINE, third-party service providers (e.g. Google Analytics), and partners may receive and record Non-Personal Information from cookies, server logs, and similar technology from your browser or mobile device, including your IP address. Cookies are small text files that are placed in visitors' computer browsers to uniquely identify and store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, STR8LINE's Public Services may not work properly. STR8LINE may also use persistent cookies to collect Non-Personal Information for marketing purposes as users browse the Internet. Third-party products to STR8LINE's Services are not authorized by STR8LINE to collect Personal Information through cookies or similar technologies without your permission.

We may combine some Non-Personal Information with the Personal Information we collect. Where we do so, we will treat the combined information as Personal Information if the resulting combination may be used to readily identify or locate you in the same manner as Personal Information alone.

By using STR8LINE's Services, you are authorizing us to gather, parse, and retain data related to the provision and use of STR8LINE's Services for our use as described in this Privacy Policy.

Use of STR8LINE Services with Third Party Plug-ins and Integrations. If you choose to use STR8LINE's Services in connection with third-party products and services, whether purchased through the STR8LINE Marketplace or acquired elsewhere, STR8LINE's Services may have access to information from such third party products or services. STR8LINE Services may collect information through your access of the third-party products and services, such as your name, username, email address along with Non-Personal Information about your third party plug-in usage.

STR8LINE's Services may also collect information as you use Google Apps. For example, if you choose to embed a Google document into STR8LINE's Service, STR8LINE may collect information, including the document title, authors, type, ID, and URL. STR8LINE's Services collect only links to the content of Google Apps; they do not collect the actual content. For example, STR8LINE's Services do not store the contents of email, calendar meetings, or documents from Google Apps.

HOW WE USE YOUR INFORMATION

Internal and Service-Related Usage. We use Personal Information for internal and service-related purposes only. There are very limited circumstances in which we may provide it to third parties to allow us to facilitate STR8LINE's Services. For example, a user may choose to purchase a third-party plug-in



from STR8LINE's Marketplace, which will permit data to be shared between STR8LINE's Services and the plug-in vendor.

To Improve STR8LINE's Services. We may use any information you provide to:

- Provide customer support;
- Track the types of questions we receive;
- Analyze trends;
- Personalize your experience; and
- Otherwise operate and enhance STR8LINE's Services.

Communications. We may send you a welcome email to verify your account and other transactional emails for operational purposes, such as billing, account management, or system maintenance. You may only stop those emails by terminating your account. We may also send you promotions, product announcements, surveys, newsletters, developer updates, product evaluations, and event information or other marketing or commercial e-mails. You can opt out of receiving these email communications from STR8LINE at any time by unsubscribing using the unsubscribe link within each email, updating your e-mail preferences at my.str8line.app or emailing us to have your contact information removed from our email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed.

Marketing. We do not rent, sell, or share Personal Information about you with other people or nonaffiliated companies for marketing purposes (including direct marketing purposes) without your permission. We may use and share Non-Personal Information for our marketing purposes, including, without limitation, marketing on other websites. For example, we may use the information to control the number of times you have seen an ad, deliver ads tailored to your interests, and measure the effectiveness of ad campaigns. You can prevent us from tailoring our ads to you on other websites by deleting your cookies.

Aggregate Data. STR8LINE may anonymize and aggregate data collected through STR8LINE's Services and use it for any purpose, including for research and reporting usage. This anonymized aggregate information may be viewable to other users of STR8LINE's Services.

HOW WE SHARE AND DISCLOSE YOUR INFORMATION

Vendors and Suppliers. STR8LINE's Services uses Personal Information for internal and service-related purposes only and may provide it to third parties to allow STR8LINE to offer STR8LINE's Services. For example, STR8LINE may share billing and credit information with service providers for the purposes of processing credit card transactions.

As Required By Law and Similar Disclosures. We may access, preserve, and disclose your Personal Information, other account information, and content if we believe doing so is required by law or if those actions are reasonably necessary to:

Comply with legal process, such as a court order or subpoena;

- Enforce this Privacy Policy or our End User Agreement;
- Respond to claims that any content violates the rights of third parties;
- Respond to your requests for customer service;
- Respond to law enforcement;
- Investigate and prevent unauthorized transactions or other illegal activities; or
- Protect our or others' rights, property, or personal safety.

Merger, Sale, or Other Asset Transfers. We may disclose information we possess about you as part of a merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which your Personal Information would be transferred as one of the business assets of the company. We do not guarantee that any entity receiving such information in connection with one of these transactions will comply with all terms of this Privacy Policy.

To Others Within Your Organization or with Your Permission. After a person demonstrates proof that he belongs to a certain organization, we may disclose to that person the names of that organization's members who have evaluated or purchased our software. We may also disclose your Personal Information with your permission.

SECURITY OF YOUR INFORMATION

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We do not accept liability for unintentional disclosure.

By using STR8LINE's Services or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of STR8LINE's Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on STR8LINE's Services or sending an email to you. You may have a legal right to receive this notice in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify your local vendor or distributor.

UPDATE AND DELETE YOUR INFORMATION

You may update or remove some of your information using STR8LINE's Services or by sending us your request to your local vendor or distributor.

INTERNATIONAL USERS

By choosing to visit STR8LINE's Services or otherwise providing information to us, you agree that any dispute over privacy or this Privacy Policy will be governed by Dutch law.

If you are visiting outside the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your Personal Information to The Netherlands and the European Union to us. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.

You also consent to the adjudication of any disputes arising in connection with us or STR8LINE's Services in accordance with the End User Agreement, as applicable.



ADDITIONAL INFORMATION

New Uses of Personal Information and Other Information. From time to time, we may use information, including Personal Information, for new, unanticipated uses not previously disclosed in our Privacy Policy. If our information practices change regarding information previously collected, we will take reasonable efforts to provide notice and obtain consent to any such uses as required by law.

Posting of Revised Privacy Policy. We will post any changes to this Privacy Policy on this web page. The revised version will be effective at the time it is posted. If you are concerned about how your information is used, bookmark this page and read this Privacy Policy periodically.

Other Websites, Apps, and Plug-ins. When you navigate away from STR8LINE's Services to websites or apps controlled by third parties (including your use of third party Marketplace products), you leave STR8LINE's Services, at which point this Privacy Policy no longer applies. You will not receive a warning when you leave STR8LINE's Services. If you use third-party products available through STR8LINE's Services, this Privacy Policy does not control how they collect, use, and disclose information. However, we require third-parties who publish their products for distribution through STR8LINE's Services to provide privacy notices and agree to reasonably adequate privacy and security measures, as required by law.

QUESTIONS?

If you have questions regarding this Privacy Policy, please email us (support@str8line.app), or call our support team in The Netherlands +31 6 1991 21 88 (24/7)



STR8LINE™

a brand name of Ionic Investments BV

+31 6 1991 21 88 // info@str8line.app



STR8LINE SUBSCRIPTION AGREEMENT

Terms of use of the STR8LINE™ Business Applications Platform

Last Updated: May 2020 (first version)

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement as of the date of such access or use of the Service (the "Effective Date"). 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 STR8LINE™ that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Subscriber," "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 must not use or authorize any use of the Services.

Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound, or any applicable law or regulation.

The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase STR8LINE™'s Business Support Services as described in an Order Form or in a Statement of Work signed by You.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control. Non-English translations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and shall control.

General Terms and Conditions

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. We will make the Services and Your Service Data available to You pursuant to this Agreement and the applicable Order Form(s) and Documentation in accordance with Your Service Plan. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, a Force Majeure Event.

1.2 Support. We will, at no additional charge, provide applicable standard customer support for the Services to You as detailed on the applicable Site and Documentation, and upgraded support, if purchased.

1.3 Modifications. You acknowledge that STR8LINE™ may modify the features and functionality of the Services during the Subscription Term. STR8LINE™ shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

1.4 Additional Features. We will notify You of applicable Supplemental Terms and/or alternate agreement prior to Your activation of any Additional Features. The activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate agreement where applicable.

1.5 Extension of Rights to Affiliates. You may extend Your rights, benefits and protections provided herein to Your Affiliates and to contractors or service providers acting on Your or Your Affiliates' behalf, provided that You remain responsible for Your and their compliance hereunder.

SECTION 2. USE OF THE SERVICES

2.1 Login Management. Subject to any limitation on the number of individual Agents available under the applicable Service Plan(s) to which You subscribed, or applicable Deployed Associated Service, access to and use of the Services is restricted to the specified number of individual Agents permitted under Your subscription to the applicable Service. You agree and acknowledge that each Agent Login shall only be used by one (1) designated individual Agent. You further agree and acknowledge that an Agent Login cannot be shared or used by more than one individual, but that Agent Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. You and Your Agents are responsible for maintaining the confidentiality of all Agent Login information for Your Account. Absent a written license from STR8LINE™ expressly stating otherwise, You agree and acknowledge that You may not use the Services, including but not limited to the API, to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) Processes data related to interactions with End-Users; or (c) Processes data related to interactions originating from a Non-STR8LINE™ Service that provides functionality similar to functionality provided by the Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction. Should STR8LINE™ discover that Your use of a STR8LINE™ Service is not in compliance with this Agreement or the Service Plan features and limitations on Our Site,

STR8LINE™ reserves the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

2.2 Compliance. As between You and STR8LINE™, You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, which STR8LINE™ may verify from time to time. Without limiting the foregoing, You are solely responsible for ensuring that the use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

2.3 Content and Conduct. In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree to the STR8LINE™ User Content and Conduct Policy available on STR8LINE™'s Policies and Procedures Website, which is hereby incorporated into this Agreement. Further, in Your use of the Services You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by STR8LINE™; (b) use the Services to Process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with STR8LINE™ or the STR8LINE Corporation; (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, other forms of duplicative or unsolicited messages or messages that directly or indirectly support pyramid schemes or other fraudulent activities; (g) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is (or directly or indirectly supports activities that are) unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Services to store or transmit any "protected health information" as defined in 45 C.F.R. 160.103 provided that You are a "business associate" or "covered entity" as defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by STR8LINE™; (l) use the Services to knowingly post, transmit, upload, link to, send or store any Malicious Software; (m) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or (n) attempt to use or use the Services in violation of this Agreement.

2.4 System Requirements. A high-speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, browser software that supports protocols used by STR8LINE™, including the Transport Layer Security (TLS) protocol or other protocols accepted by STR8LINE™, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or

controlled by STR8LINE™. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.5 Internal Business Purposes Only. Unless otherwise authorized by STR8LINE™ in this Agreement or expressly agreed to otherwise in writing by STR8LINE™, You may not use the Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party (other than Affiliates) through a single Account. For the avoidance of doubt, this section means You may not resell or outsource the Service(s) except as expressly authorized by STR8LINE™. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by STR8LINE™ from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in accordance with this Agreement.

2.6 No Competitive Access. You may not access the Services if You are a direct competitor of the STR8LINE Corporation, except with STR8LINE™'s express prior written consent. You may not access the Services for competitive purposes.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. Unless Your Account and subscription to a Service is terminated in accordance with the terms of this Agreement or unless otherwise provided for in an Order Form, Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Your subscription to a Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan and Deployed Associated Services to which You have subscribed or which You have deployed, as applicable, as of the time such subsequent Subscription Term commences.

3.2 Cancellation. Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then current Subscription Term by providing notice, in accordance with this Agreement, no less than thirty (30) days prior to the end of such Subscription Term.

3.3 Mutual Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by You in accordance with this section, We will refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

3.4 Payment Upon Termination. Except for Your termination under Section 3.3, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts

You may owe STR8LINE™, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term.

3.5 No Refunds. Except for Your termination rights under Section 3.3, if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

3.6 Export of Service Data. For thirty (30) days after the effective date of termination or expiration of this Agreement, upon Your request, We will make Service Data available to You for export or download as provided in the Documentation. Thereafter, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, We will, unless prohibited by law or legal order, delete Your Service Data in Our Services in accordance with Our Data Deletion Policy available on STR8LINE™'s Policies and Procedures Website.

SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Payment and Billing. All Subscription Charges are due in full upon commencement of Your Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed, unless otherwise expressly set forth in this Agreement, an Order Form, a Statement of Work, or in Supplemental Terms, or as otherwise agreed for Usage Charges. You are responsible for providing valid and current Account information and You agree to promptly update Your Account information, including payment information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

4.2 Upgrades. If You choose to upgrade Your Service Plan or increase the number of Agents authorized to access and use a Service during Your Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged in accordance with the remaining Subscription Term. In any future Subscription Term, Your Subscription Charges will reflect any such upgrades.

4.3 Downgrades. You may not downgrade Your Service Plan or reduce the number of Agents under any Service Plan during Your Subscription Term. If You desire to downgrade Your Service Plan or reduce the number of Agents under any Service Plan for a subsequent Subscription Term, You must provide STR8LINE™ with thirty (30) days advance written notice prior to the end of Your then current Subscription Term. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and STR8LINE™ does not accept any liability for such loss.

4.4 Taxes. Unless otherwise stated, Our charges do not include any Taxes. You are responsible for paying Taxes except those assessable against the STR8LINE Corporation measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

4.5 Payment Agent. If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). Payments made by credit card, debit card or certain other payment instruments for the STR8LINE™ Service are billed and processed by STR8LINE™'s Payment Agent. You hereby authorize the Payment Agent to bill Your

credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services, and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize STR8LINE™ and the Payment Agent to charge Your credit card or other payment instrument to establish prepaid credit. The Account owner will receive a receipt upon each acceptance of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. To the extent the Payment Agent is not STR8LINE™, the Payment Agent is acting solely as a billing and processing agent for and on behalf of STR8LINE™ and shall not be construed to be providing the applicable Service. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

4.6 Payment Portals. If You mandate STR8LINE™ use a vendor payment portal or compliance portal which charges STR8LINE™ a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, You shall be invoiced by STR8LINE™ for, and You are obligated to pay, the cost of this fee.

4.7 Promotional Credits. Any promotional credits issued hereunder will be subject to the STR8LINE™ Promotional Credits Policy available on the STR8LINE™ Policies and Procedures Website.

SECTION 5. CONFIDENTIAL INFORMATION

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

SECTION 6. OWNERSHIP AND SECURITY OF SERVICE DATA

6.1 Ownership of Service Data. Subscriber shall continue to retain Subscriber's ownership rights to all Service Data Processed under the terms of this Agreement.

6.2 No Sale of Service Data. STR8LINE™ will never sell, rent, or lease Your Service Data to any third party. We will not share Your Service Data with third parties, except as permitted by this Agreement and in order to provide, secure and support the Services.

6.3 Safeguards. The STR8LINE Corporation will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data for

Enterprise Services in accordance with the Enterprise Security Measures described at “How We Protect Your Service Data (Enterprise Services)”; for Innovation Services in accordance with the Innovation Security Measures described at “How We Protect Your Service Data (Innovation Services)”; as well as in accordance with Supplemental Terms for any Deployed Associated Services, as applicable. The STR8LINE Corporation’s compliance with the Enterprise Security Measures or the Innovation Security Measures, each as applicable, shall be deemed compliance with the STR8LINE™’s Group’s obligations to protect Service Data as set forth in the Agreement.

SECTION 7. PRIVACY PRACTICES

7.1 Subscriber as Data Controller. To the extent Service Data constitutes Personal Data, You and the STR8LINE Corporation hereby agree that You shall be deemed to be the Data Controller, and the relevant entity in the STR8LINE Corporation shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law.

7.2 Hosting and Processing. Unless otherwise specifically agreed to by STR8LINE™, Service Data may be hosted by the STR8LINE Corporation, or their respective authorized third-party service providers, in the United States, the EEA or other locations around the world. In providing the Services, STR8LINE™ will engage entities within the STR8LINE Corporation and other authorized service providers to Process Service Data, including and without limitation, any Personal Data within Service Data pursuant to this Agreement within the EEA, the United States and in other countries and territories.

7.3 Transfer of Personal Data. To the extent that Personal Data within Service Data originates from an Agent or End-User in the EEA, as further described in our DPA, We will ensure that, pursuant to Applicable Data Protection Law, if Personal Data within Service Data is transferred to a country or territory outside of the EEA (a “non-EEA country”), then such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR (or its equivalent under any successor legislation) is satisfied; (c) the Personal Data is transferred on the basis of STR8LINE™’s approved binding corporate rules known as the STR8LINE™ Binding Corporate Rules available on STR8LINE™’s Privacy and Data Protection Website, which establish adequate protection of such personal information and are legally binding on the STR8LINE Corporation; or (d) the transfer takes place pursuant to the EU-U.S. or Swiss-U.S. Privacy Shield frameworks. We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission, which have been incorporated into the DPA.

7.4 Data Processing Agreement. STR8LINE™’s DPA can be executed here: <https://www.STR8LINE.com/company/data-processing-form/>. Upon execution by Subscriber, the DPA is hereby incorporated by reference herein into the terms of this Agreement.

7.5 Sub-Processors. You acknowledge and agree that STR8LINE™ may use Sub-Processors, who may access Service Data, to provide, secure and improve the Services. We shall be responsible for the acts and omissions of members of STR8LINE™ Personnel and Sub-Processors to the same extent that We would be responsible if STR8LINE™ was performing the services of each STR8LINE™ Personnel or Sub-Processor directly under the terms of this Agreement. The names and locations of all current Sub-Processors used for the Processing of Personal Data under this Agreement are set forth in the Sub-Processor Policy available on STR8LINE™’s Policies and Procedures Website.

SECTION 8. TEMPORARY SUSPENSION

We reserve the right to restrict functionality or suspend the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services and remove, disable or quarantine any Service Data if (a) We reasonably believe that You, Agents or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users. This right includes the removal or disablement of Service Data in accordance with Our Copyright Infringement Notice and Takedown Policy governed by the law of The Kingdom of The Netherlands. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

SECTION 9. NON-STR8LINE™ SERVICES

If You decide to enable, access or use Non-STR8LINE™ Services, Your access and use of such Non-STR8LINE™ Services shall be governed solely by the terms and conditions of such Non-STR8LINE™ Services. STR8LINE™ does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-STR8LINE™ Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data), or any interaction between You and the provider of such Non-STR8LINE™ Services. We cannot guarantee the continued availability of such Non-STR8LINE™ Service features, and may cease enabling access to them without entitling You to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-STR8LINE™ Service ceases to make the Non-STR8LINE™ Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against STR8LINE™ with respect to such Non-STR8LINE™ Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Non-STR8LINE™ Services, or Your reliance on the privacy practices, data security processes or other policies of such Non-STR8LINE™ Services. You may be required to register for or log into such Non-STR8LINE™ Services on their respective websites. By enabling any Non-STR8LINE™ Services, You are expressly permitting STR8LINE™ to disclose Your login and Service Data as necessary to facilitate the use or enablement of such Non-STR8LINE™ Services.

SECTION 10. FREE TRIALS

If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by Us in Our sole discretion. Trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase. **ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO**



THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

SECTION 11. BETA SERVICES

From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to Supplemental Terms that will be presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Non-STR8LINE™ Services shall apply equally to Your use of Beta Services. Unless otherwise stated or communicated to You, any Beta Services trial period will expire upon the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

SECTION 12. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in any Intellectual Property Rights. The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of STR8LINE™ associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with STR8LINE™ and belong exclusively to STR8LINE™.

The STR8LINE Corporation shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. The STR8LINE Corporation also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf.

You may only use the STR8LINE™ Marks in a manner permitted by Our Trademark Usage Guidelines available on STR8LINE™'s Intellectual Property Website, provided You do not attempt, now or in the future, to claim any rights in the STR8LINE™ Marks, degrade the distinctiveness of the STR8LINE™ Marks, or use the STR8LINE™ Marks to disparage or misrepresent STR8LINE™ or Our Services.

SECTION 13. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

13.1 Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

13.2 Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards

for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.3 herein.

13.3 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 13.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SECTION 14. INDEMNIFICATION

14.1 Indemnification by Us. We will indemnify and hold You harmless from and against any claim brought by a third party against You by reason of Your use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret (an “IP Claim”). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by STR8LINE™ for such defense, provided that (a) You promptly notify STR8LINE™ of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, We shall not settle or compromise any claim that results in liability or admission of any liability by You without Your prior written consent); and (c) You fully cooperate with STR8LINE™ in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (i) procure for You the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by STR8LINE™, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to STR8LINE™ for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 14.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by You; (y) modification of the Service(s) by anyone other than STR8LINE™ or STR8LINE™ Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 14.1 state the sole, exclusive and entire liability of STR8LINE™ to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

14.2 Indemnification by You. You will indemnify and hold STR8LINE™ harmless against any claim (a) arising from or related to use of a Service by You, Agents or End-Users in breach of this Agreement; or (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret; provided (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

SECTION 15. LIMITATION OF LIABILITY

15.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF STR8LINE™), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

15.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE STR8LINE Corporation'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 15.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

THE LIMITATIONS SET FORTH IN SECTION 15.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM STR8LINE™'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 14.1 OF THIS AGREEMENT.

15.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE STR8LINE Corporation'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15.4 Any claims or damages that You may have against STR8LINE™ shall only be enforceable against STR8LINE™ and not any other entity or its officers, directors, representatives or agents.

SECTION 16. NOTICE OF DATA PRACTICES

16.1 In-Product Cookies. Whenever You, Your Agents or End-Users interact with Our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, “cookie” information, and the type of browser and/or device being used to access the Services, as further described in Our Cookie Policy available on STR8LINE™’s Policies and Procedures Website. When We collect this information, We only use this data to provide the Services or in aggregate form, and not in a manner that would identify Your Agents or End-Users personally.

16.2 Operating the Services. Subject to the confidentiality terms set forth herein, STR8LINE™ may receive, collect, store and/or Process Personal Data based on Our legitimate interest under Applicable Data Protection Law to operate the Services. For example, We may collect Personal Data (such as name, phone number, or credit card information) through our registration process. STR8LINE™ may also use Service Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models to support certain features and functionality within the Service(s).

16.3 Communicating with You. We may communicate with You and Your Agents, send You and Your Agents product announcements and promotional offers or contact You and Your Agents about the Services based on Our legitimate interest under Applicable Data Protection Law to offer information about the Services. If You or an Agent does not want to receive communications from Us, please indicate this preference by sending an email to privacy@STR8LINE.com and provide us with the name and email address of each Agent that no longer wishes to receive these communications. You and Your Agents will continue to receive transactional messages that are required for STR8LINE™ to provide the Services to You (such as billing notices and product usage notifications).

16.4 Promoting the Services. We may share aggregated and/or anonymized information regarding Your use of the Services with third parties for marketing purposes based on Our legitimate interest under Applicable Data Protection Law to develop and promote Service(s). We never disclose aggregated and/or anonymized information to a third party in a manner that would identify You as the source of the information or Your Agents or End-Users personally.

16.5 Improving the Services. We may collect, and we may engage third-party analytics providers to collect, Usage Data to develop new features, improve existing features or inform sales and marketing strategies based on Our legitimate interest under Applicable Data Protection Law to improve the Services. When STR8LINE™ uses Usage Data, any Personal Data that was included in Service Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Service Data or Personal Data under Applicable Data Protection Law. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although STR8LINE™ may make Usage Data publicly available from time to time.

16.6 Connecting the Services. In the event that You decide to use a Non-STR8LINE™ Service or You log into Our Services through a third-party social media or authentication service, or otherwise provide Us with access to information from such third-party social media or authentication service, STR8LINE™ may obtain other information, including Personal Data, from third parties and combine that with information We collect through Our Services based on Our legitimate interest under Applicable Data Protection Law to provide You with functionality to support the Services. Any access that We may have to such information from a third-party social or authentication service is in accordance with the authorization procedures

determined by that service. By authorizing Us to connect with a Non-STR8LINE™ Service, You authorize Us to access and store Your name, email address(es), current city, profile picture URL, and any other Personal Data that the Non-STR8LINE™ Service makes available to Us, and to use and disclose it in accordance with this Agreement and the STR8LINE™ Privacy Policy available on the STR8LINE™ Customers and Partners Website.

16.7 Third-Party Service Providers. You agree that the STR8LINE Corporation, and the third-party service providers that are utilized by the STR8LINE Corporation to assist in providing the Services to You, shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose the Personal Data of Your Agents to the extent necessary to provide, secure or improve the Services. Any third-party service providers utilized by the STR8LINE Corporation will only be given access to Your Account as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 5; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 7.

SECTION 17. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

17.1 Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior written consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement to any member of the STR8LINE Corporation or in connection with any merger or change of control of STR8LINE™ or the STR8LINE Corporation or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

17.2 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between You and STR8LINE™ with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

17.3 Amendment. We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by STR8LINE™ as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 18. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

SECTION 19. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Services and other Software or components of the Services that We may provide or make available to You, Agents or End-Users are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. You agree to comply with all such laws and regulations as they relate to access to and use of the Services, Software and such other components by You, Agents and End-Users. You shall not access or use the Services if You are located in any jurisdiction in which the provision of the Services, Software or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Agents or End-Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Agents and End-Users are located.

SECTION 20. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

SECTION 21. NOTICE

All notices provided by STR8LINE™ to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to STR8LINE™ in writing by Courier or mail to Kijkduinstraat 43, NL-2014 DD Haarlem, The Netherlands. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 22. GOVERNING LAW

This Agreement shall be governed by the laws of the Kingdom of The Netherlands, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Haarlem, Noord-Holland, The Netherlands. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Agents or End-Users.

SECTION 23. U.S. FEDERAL GOVERNMENT END USE PROVISIONS

If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

SECTION 24. ANTI-CORRUPTION

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify us at support@str8line.app.

SECTION 25. SURVIVAL

Sections 2.1, 3.5, 3.6, 4.4, 5 – 7, 12 – 22 and 26 shall survive any termination of this Agreement with respect to use of the Services by You, Agents or End Users. Termination of this Agreement shall not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

SECTION 26. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

“Account” means any accounts or instances created by or on behalf of Subscriber or its Agents within the Services.

“Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

“Agent” means an individual (including those of Your Affiliates) authorized to use the Service(s) through Your Account as an agent and/or administrator, each as identified through an individual Agent Login.

“Agent Login” a unique username and password provisioned on an Agent-by-Agent basis.

“Agreement” means the Master Subscription Agreement together with any and all Supplemental Terms, Order Forms, and other documents such as a SOW, BAA, CCPA Addendum and DPA (each, where

applicable) along with the STR8LINE™ Privacy Policy located on STR8LINE™'s Customers and Partners Website.

"API" means the application programming interfaces developed, made available and enabled by STR8LINE™ that permit Subscribers to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

"Applicable Data Protection Law" means the following data protection law(s): (a) the EU Regulation 2016/679 entitled "On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)" and any applicable national laws made under it; and (b) the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded).

"Associated Services" means products, services, features and functionality designed to be used in conjunction with the Services that are not included in the Service Plan to which You subscribe. For avoidance of doubt, Additional Features that are expressly stated to be governed by separate Supplemental Terms shall not be deemed an Associated Service.

"Beta Services" means a product, service or functionality provided by STR8LINE™ that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

"Built by STR8LINE™ Marketplace Applications" means integrations and applications created or developed by STR8LINE™ or its Affiliates and made available in the STR8LINE™ Marketplace which will be governed by this Agreement unless STR8LINE™ otherwise communicates a different agreement to You at the time of Your deployment of or access to the integration or application.

"Confidential Business Information" means all Confidential Information that is not Service Data, including, without limitation, Your Agents' Personal Data and Account information, which STR8LINE™ may store in its systems separate from the Service and Our security policies and procedures.

"Confidential Information" means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, Subscriber Service Data and Confidential Business Information, Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

"Consulting Services" means consulting and professional services (including any training, success or implementation services) provided by STR8LINE™ Personnel as indicated on an Order Form or other written document such as a SOW.

“Documentation” means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by STR8LINE™ to You in the applicable STR8LINE™ help center(s), Site or STR8LINE™ developer website; provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

“End-User” means any person or entity other than Subscriber or Agents with whom Subscriber, its Agents, or its End-Users interact while using a Service.

“Enterprise Services” means any Service not designated on STR8LINE™’s Innovation Services List available on STR8LINE™’s Customers and Partners Website.

“Force Majeure Event” means an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-STR8LINE™ Services, or acts undertaken by third parties, including without limitation, denial of service attack.

“Intellectual Property Rights” means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

“Order Form: means Our generated service order form(s) executed or approved by You with respect to Your subscription to a Service, which may detail, among other things, the number of Agents authorized to use a Service under Your subscription and the Service Plan applicable to Your subscription.

“Payment Agent” means STR8LINE B.V. (Inc.) or Juno International B.V. or a payment agent designated by STR8LINE™. For example, if You choose to pay for a Service with a credit card or certain other payment instruments in a currency other than the Euro, STR8LINE™ may designate a Payment Agent.

“Personal Data” means any information relating to an identified or identifiable natural person (“data subject”) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

“Personnel” means employees and/or non-employee service providers and contractors of the STR8LINE Corporation engaged by the STR8LINE Corporation in connection with performance hereunder.

“Planned Downtime” means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

“Processing/to Process/Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Malicious Software” means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

“Service(s)” means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and whether Enterprise Services or Innovation Services, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed or to which You have subscribed (“Deployed Associated Services”) that are provided under this Agreement. “Services” exclude (a) Non-STR8LINE™ Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Your Service Plan. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent Subscriber is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

“Service Data” means a subset of Confidential Information comprised of electronic data, text, messages, communications or other materials submitted to and stored within a Service by You, Agents and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data (but shall not include the Personal Data of Your Agents in the context of Account Information as described in the Privacy Policy).

“Service Data Breach” means an unauthorized access or improper disclosure that has been verified to have affected Your Service Data.

“Service Plan(s)” means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Services.

“Site” means a website operated by the STR8LINE Corporation, including www.str8line.app, as well as all other websites that the STR8LINE Corporation operates.

“Software” means software provided by STR8LINE™ (either by download or access through the internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service.

“Sub-Processor” means any third-party data processor engaged by STR8LINE™, including entities from the STR8LINE Corporation, that receives Service Data from STR8LINE™ for Processing on behalf of Subscriber and in accordance with Subscriber’s instructions (as communicated by STR8LINE™) and the terms of its written subcontract.

“Subscription Charges” means all charges associated with Your access to and use of an Account.

“Subscription Term” means the period during which You have agreed to subscribe to a Service with respect to any individual Agent.

“Supplemental Terms” means the additional terms and conditions that are (a) set forth below in this Agreement in the sections entitled, “Supplemental Terms”; (b) included or incorporated on an Order Form via hyperlink or other reference (e.g. when a Deployed Associated Service is purchased); (c) applicable to Consulting Services when purchased by You; and (d) applicable to Additional Features when activated by You.

“Taxes” means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.



"Non-STR8LINE™ Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Non-STR8LINE™ Services which may be integrated directly into Your Account by You or at Your direction.

"Usage Charges" means additional Subscription Charges that are incurred by Subscriber relating to the use of certain features and functionality that Subscriber enables within the Service.

"Usage Data" means metrics and information regarding Your use of the Service, including evaluating how Agents and End-Users use the Service.

"We," "Us" or "Our" means STR8LINE™ as defined below.

"STR8LINE™" means STR8LINE a tradename of, Juno International B.V. (Inc.), or STR8LINE BV, a Dutch corporation, or any of its successors or assignees.

"STR8LINE Corporation" means STR8LINE, Ionic Investments B.V. (Inc.), or STR8LINE BV, a Dutch Corporation together with all its Affiliates.

"STR8LINE™ Marks" means any trademarks, service marks, service or trade names, logos or other designations of STR8LINE™, the STR8LINE Corporation, or its or their Affiliates, whether registered or unregistered.

QUESTIONS?

If you have questions regarding this Agreement, Terms and Conditions, please email us (support@str8line.app), or call our support team in The Netherlands +31 6 1991 21 88 (24/7)



STR8LINE™

a brand name of Ionic Investments BV
+31 6 1991 21 88 // info@str8line.app

STR8LINE DEVELOPERS POLICIES - API

Terms of use of STR8LINE API

Last Updated: Oktober 2019 (first version)

I. Access & Registration

A. Acceptance

All access to and use of (i) the STR8LINE API, (ii) any data accessed or obtained via the STR8LINE API ("STR8LINE Data"), and (iii) STR8LINE API-related documentation, software, and materials provided or made available to you by STR8LINE (such documentation, software, and materials, collectively, the "STR8LINE API Materials") is subject to and must comply with these API Terms. By accessing or using the STR8LINE API, STR8LINE API Materials, or STR8LINE Data, you acknowledge that you have read, and agree to abide by, these API Terms. Please stop accessing and using the STR8LINE API, STR8LINE API Materials, and STR8LINE Data if you determine that you are unable to comply with the current or any future version of the API Terms. The API Terms will evolve as our business and platform expands and as creative developers dream up new applications for the STR8LINE API, so check back often and make sure that you are familiar with the most current version. Any amendment to the API Terms will be effective upon our posting of such updated terms at this location. Your continued use of the STR8LINE API Materials after such posting constitutes your consent to be bound by the API Terms, as amended. Additionally, we may modify or update the STR8LINE API from time to time. While we can provide no guarantee, we will try to ensure that future versions of the STR8LINE API are backwards compatible to at least the previous version to the extent reasonably possible.

We reserve the right to revoke access to STR8LINE API without notice if your use of the STR8LINE API violates any of these API Terms or if we otherwise object to your use of the STR8LINE API.

B. Your Account and Registration

To access the STR8LINE API, you will first need to register as an STR8LINE API Developer. You will also need to register each of your applications that use the STR8LINE API with us. All user and application registration information can be found here. After registering, we will issue you with a Client ID and secret code(s) (called the `client_id` and `client_secret`) (each, a "Code"). Your Client ID and Code is required for all calls to the STR8LINE API by your application. You must keep confidential your Client ID and any Code(s) we issue you. You must keep your registration information accurate, complete, and current for so long as you use the STR8LINE API. You are responsible for all use that occurs under your Client ID, including any activities by you or your employees contractors or agents. If you believe an unauthorized person has gained access to your Client ID or any Code(s) we issue you, you must notify us as soon as possible.

C. Fees

Access to and use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, and the STR8LINE Services available in connection with the STR8LINE API are currently provided at no charge. However, we reserve the right to charge for access and/or use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, and/or STR8LINE Services in the future at our discretion, including, without limitation, rated pricing and/or differentiated pricing for business users. We will provide you with notice in the event we decide to start charging for use.

II. Use Policies

A. Acceptable Use

You may use the STR8LINE API and STR8LINE API Materials in connection with your applications, products or services that are registered with us (your "Services") to make available certain various features and functionality of the STR8LINE Services via the STR8LINE API.

Your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data may be subject to certain limitations on access, STR8LINE Data requests, and use as set forth in these API Terms, on the STR8LINE Developer Portal, or as otherwise provided to you. If we believe that you have attempted to exceed or circumvent these limitations, your ability to use the STR8LINE API, STR8LINE API Materials, and STR8LINE Data may be temporarily or permanently blocked. We may monitor your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data to improve the STR8LINE API or STR8LINE Services and to ensure compliance with these API Terms.

You agree that STR8LINE may collect certain use data and information related to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data in connection with your Services ("Usage Data"), and that STR8LINE may use such Usage Data for any business purpose, internal or external, including, without limitation, providing enhancements to the STR8LINE API, STR8LINE API Materials, or STR8LINE Services, providing developer or user support, or otherwise.

You may include advertisements in your Services near your visual implementation of the STR8LINE API (e.g., banner ads above or below), but you must ensure clear separation between STR8LINE content and any advertisements. Your advertisements should not be displayed in any manner that suggests approval or endorsement by STR8LINE.

B. Use Restrictions

In general, we reserve the sole right to determine whether or not your use of the STR8LINE API, STR8LINE API Materials, or STR8LINE Data is acceptable, and to revoke STR8LINE API access for any Service that we determine is not providing added benefit to STR8LINE users and/or is not in the best interests of STR8LINE or our users.

The following are some, but not all, restrictions applicable to the use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:



You may not use STR8LINE API, STR8LINE API Materials, STR8LINE Data, Client ID, or Code(s) for any purpose other than providing the Service for which you are registered to provide as an STR8LINE API Developer.

You may not use the STR8LINE API, STR8LINE API Materials, or STR8LINE Data in any manner that is competitive to STR8LINE or the STR8LINE Services, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to STR8LINE's products and services, as determined in our sole discretion.

For products that use an upfront fare, you must clearly disclose the upfront fare to end users prior to initiating a ride request on their behalf. Learn more about upfront fares in our Ride Requests documentation.

You may not share Client ID or Code(s) with any third party except as permitted by us for the use of your Service. You may not share STR8LINE Data with any third party except as permitted by us for the use of your Service or by an end user who has affirmatively consented to the sharing of data about such end user. STR8LINE Data about an end user in your possession or control must be deleted by you upon such end user's request or upon such end user's termination or cancellation of the Service.

Your Service must allow the end user of your Service to access such end user's STR8LINE Data that you have collected via the STR8LINE API at the request of such end user. Your Service must provide easily accessible end user support contact information.

You may not collect, store or aggregate STR8LINE Data in any manner except as permitted by us for the use of your Service. You may not share STR8LINE Data (individually, or in the aggregate) with third parties in any manner.

You may not include or use the STR8LINE API Materials in, or in connection with, any application, website or other product or service that includes content that is disparaging of STR8LINE, libelous or may otherwise be perceived as detrimental or harmful to STR8LINE and its business and reputation, in our sole discretion.

You may not include or use the STR8LINE API Materials in, or in connection with, any application, website or other product or service that includes content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, in our sole discretion.

You may not use the STR8LINE API Materials to distribute any virus, spyware, adware, malware, or other harmful or malicious component.

You may not use the STR8LINE API Materials for any purpose which or might overburden, impair or disrupt the STR8LINE Services or related servers or networks.

You may not use the STR8LINE API, STR8LINE API Materials, or STR8LINE Data to distribute unsolicited advertising or promotions, or to send messages, make comments, or initiate any other direct communication or contact with STR8LINE users or partners.

You may not, and may not encourage or authorize others to: (i) remove or alter any proprietary notices or marks on the STR8LINE API, STR8LINE API Materials, or STR8LINE Data; (ii) use or access the STR8LINE

API, STR8LINE API Materials, or STR8LINE Data for purposes of monitoring the availability, performance, or functionality of any of STR8LINE's products and services or for any other benchmarking or competitive purposes; (iii) use or access the STR8LINE API, STR8LINE API Materials, or STR8LINE Data to aggregate, cache, or store geographic location information or other user information accessible via the STR8LINE API; (iv) frame, wrap or otherwise reproduce significant portions of the STR8LINE Services; or (v) reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of the STR8LINE API, STR8LINE API Materials, any part of the STR8LINE Services, or STR8LINE Data.

You may not charge end users in any manner for access to or use of the STR8LINE API, STR8LINE API Materials or any services or functionality included in or related to the STR8LINE API or STR8LINE Services. Without limiting the foregoing, you may not sell, rent, lease, sublicense, redistribute or syndicate access to the STR8LINE API or the STR8LINE API Materials, and you may not charge any kind of service, booking or similar fee in connection with any services made available via the STR8LINE Services.

You will at all times use the STR8LINE API and STR8LINE API Materials in accordance with all applicable worldwide laws and regulations and the STR8LINE User Terms, and you may not use the STR8LINE API Materials to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations or the STR8LINE User Terms. You will at all times use the STR8LINE Data in accordance with all applicable worldwide laws and regulations, and you may not use the STR8LINE Data to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations.

You must not impose any terms on users of your Service that are inconsistent with these API Terms or the STR8LINE User Terms.

You agree to comply with the design guidelines, including, without limitation, any attribution requirement(s), which design guidelines may be updated by us from time to time, and you understand and agree that STR8LINE has the sole discretion to determine whether your attribution(s) are in accordance with the guidelines.

You must ensure that any STR8LINE Data or data otherwise related to your integration of the STR8LINE API is encrypted and transmitted over a secure, encrypted channel (e.g., HTTPS).

Your use of certain endpoints and scopes is subject to certain limitations on access as established by STR8LINE from time to time. If you desire to implement an endpoint or scope in a manner that would exceed the limitations on access, please contact us.

In addition to, and without limitation of, the restrictions above, if you are granted access to the Request, All Trips and/or Delivery authorization scope(s), the following additional restrictions apply to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:

- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify any notices or authorization or consent requests provided by STR8LINE.
- You may not initiate or cancel a request for transportation or delivery services without the consent of the end user associated with the trip or delivery request.
- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify the fare amount, fare multiple (including, without limitation, in the event of a “surge” multiple) or any associated fees.
- You may not modify or misrepresent a user’s pickup location or destination, or a delivery pickup or drop off location, in any way.
- You may not use the STR8LINE API Materials in any way that would grant someone other than you or the applicable user the right to see any data related to that user’s trip or delivery (including, without limitation, any pick-up or drop-off locations, or any trip or delivery routes) without obtaining the prior express consent of that user.
- You must not use any data obtained from STR8LINE in connection with these scopes for any advertising or marketing purposes.
- You must destroy any data obtained from STR8LINE in connection with these scopes within thirty (30) minutes of receipt.
- You may only send push-notifications, SMS messages, or any other notification or message to a user when such user is on a trip, if (a) you initiated the trip through your integration of the STR8LINE API, (b) the message is transactional (i.e., non-marketing purposes only), and (c) you have obtained the prior consent of that user.
- You will conspicuously display the following language in any integration of the STR8LINE API that provides for collection of an individual’s phone number, next to the field where the individual’s phone number is collected: “I agree that STR8LINE or a transportation provider or courier may contact me at this phone number regarding my request for goods or services.”
- In addition to, and without limitation of, the restrictions above, if you are granted access to any of the Driver authorization scope(s), the following additional restrictions apply to your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data:
 - You may not use the STR8LINE API, STR8LINE API Materials, and STR8LINE Data for any advertising, retargeting or marketing purposes.
 - You may not share with any third party any information or data that could reasonably be used to derive any information about the identity of any of your end users who have attempted to authenticate (or successfully authenticated) access to any such Driver scope.

C. User Data & Privacy

We respect the privacy of users and expect you to do the same. The basic rule is this: collect only what you need to provide your Service; collect, use and store it a secure manner; and retain it only so long as you need it.

You agree to publish and abide by a privacy policy explaining how you collect, store, use, and/or transfer any Personal Data (defined below) via your Services. You also agree to comply with all privacy and data protection laws applicable to you. If you are located outside of the United States, you must disclose this fact to the user and indicate that by using your Service the user may be allowing or enabling the transfer of Personal Data to a country that may offer less protection with respect to Personal Data.

If your use of the STR8LINE API, STR8LINE API Materials, related STR8LINE Services, or STR8LINE Data requires or will likely result in the provision of Personal Data directly to STR8LINE, you agree to obtain all necessary consents and authorizations from the applicable users to provide such Personal Data to STR8LINE. STR8LINE will treat Personal Data obtained from you through your use of the STR8LINE API in accordance with its posted Privacy Policy.

Unless otherwise required by applicable law or agreement with the applicable user to retain such data, if a user revokes the authorization previously granted for your Services to access to their STR8LINE account, you must ensure that all Personal Data pertaining to that user is deleted from your Services and related networks, systems and servers. If you stop using the STR8LINE API altogether or if your STR8LINE API access is revoked, you must delete all Personal Data in the same way.

For the purposes of these API Terms, "Personal Data" means information that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a user's name, address, telephone number, username, email address, city and country, geolocation, unique identifiers, picture, or other similar information.

III. Rights & Ownership

A. Use of STR8LINE Marks

The rights granted in these API Terms do not include any general right to use the STR8LINE name or any STR8LINE trademarks, service marks or logos (the "STR8LINE Marks") with respect to your Services. Subject to your continued compliance with these API Terms, we agree that you may use STR8LINE Marks for certain limited purposes related to your Services as described below. These rights apply on a non-exclusive, non-transferable, worldwide, royalty-free basis, without any right to sub-license, and may be revoked by STR8LINE at any time. If STR8LINE updates any STR8LINE Marks that you are using, you agree to update such STR8LINE Marks to reflect the most current versions. You must not use any STR8LINE Marks, or any confusingly similar mark, as the name or part of the name of your Services, or as part of any logo or branding for your Services.

Branding and Logos. We may occasionally provide branding elements and logos featuring certain STR8LINE Marks for use within your Services, as further described in our design guidelines. You can use these resources as we provide, but you must not make any changes or modifications.

Promoting Your App. *Unless you have are a STR8LINE Certified Business Partner and/or a STR8LINE Certified Marketing Partner, you may not use any STR8LINE Marks* in any advertising, promotional or marketing materials for your Services, provided that you may use the name "STR8LINE" in a written description of your Service in order to describe the fact that your Service connects to the STR8LINE Services using the STR8LINE API. The first time that the name appears in any piece of text, it should be followed by a superscript "®" indicating a registered trade mark (i.e. "STR8LINE®"). You must not use the name in any way that takes unfair advantage of our goodwill or reputation in the STR8LINE Marks, and you must not make any suggestion, directly or indirectly, that your app is an official STR8LINE app or is endorsed by STR8LINE in any way.

Press and Publicity. You may not issue any press release or other announcement regarding your Services that makes any reference to STR8LINE (except as permitted in the "Promoting Your App" paragraph above) without our prior written consent.

B. Ownership

You agree that STR8LINE and its affiliates retain all worldwide right, title and interest in and to the STR8LINE API, STR8LINE API Materials, STR8LINE Data, STR8LINE Marks and the STR8LINE Services, including, without limitation, all intellectual property rights therein. Any rights not expressly granted herein are withheld.

C. Independent Development

You understand that STR8LINE may currently or in the future develop products and services that may be similar to or compete with your Services. Nothing in these API Terms shall in any way restrict STR8LINE from pursuing any business activities or from entering into any agreement with any other person or company.

D. Feedback

In the event that you choose to provide STR8LINE with feedback, suggestions or comments regarding the STR8LINE API, the STR8LINE API Materials, or your use thereof, you agree that STR8LINE will be free to use, copy, modify, create derivative works, distribute, publicly display, publicly perform, grant sublicenses to, and otherwise exploit in any manner such feedback, suggestions or comments, for any and all purposes, with no obligation of any kind to you.

E. Open Source STR8LINE API Materials

To facilitate your STR8LINE API integration, STR8LINE may make certain SDK(s) and/or libraries available to you under a separate open source license. You agree that any STR8LINE API integration facilitated with such open source SDK(s) and/or libraries remains subject to these API Terms.

F. License to STR8LINE

You hereby grant to STR8LINE a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicenseable, right and license, under all your intellectual property rights, for STR8LINE's marketing and promotional purposes to: (a) use, perform, make available, display to the public, reproduce, distribute, and import your integration of the STR8LINE API and (b) use your name, likeness, or brand (which includes all your trademarks, service marks, logos, brand names, or trade names) ("Your Marks") to the extent it is incorporated into your integration of the STR8LINE API. Following the termination of these API Terms and upon written request from you, STR8LINE shall make commercially reasonable efforts, as determined in its sole discretion, to remove references to your integration of the STR8LINE API and any of Your Marks from the STR8LINE website.

IV. Legal Terms

A. Confidentiality

You may be given access to certain information and software relating to the STR8LINE API that is not generally known by the public (**"Confidential Information"**), which is confidential and proprietary to STR8LINE. You agree to use the Confidential Information only for the purpose of using the STR8LINE API in accordance with these API Terms, and you agree to not disclose any of the Confidential Information to any third party without STR8LINE's prior written consent. You agree to protect the Confidential Information in the same manner that you would protect your own confidential and proprietary information but in no event using less than a reasonable degree of care.

B. Termination

You may terminate these API Terms at any time by ceasing all use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data, and deleting all copies of all STR8LINE API Materials and all STR8LINE Data in your possession or control. We may immediately revoke your use of the STR8LINE API, STR8LINE API Materials, and STR8LINE Data without notice if that use violates any of these API Terms or if we otherwise object to your use of the STR8LINE API. We may also terminate any rights granted hereunder, or may add or remove functionalities or features of the STR8LINE API, at any time and for any reason at our discretion. We will not be liable to you or any third party for any costs or damages as a result of termination of this agreement.

C. Disclaimer

THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA, AND STR8LINE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND STR8LINE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. STR8LINE DOES NOT WARRANT THAT THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA OR STR8LINE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE.

D. Limitation of Liability

IN NO EVENT WILL STR8LINE OR ITS EMPLOYEES, AGENTS, USERS OR PARTNERS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS OR YOUR USE OF THE STR8LINE API, STR8LINE API MATERIALS, STR8LINE DATA, OR STR8LINE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. STR8LINE'S AGGREGATE LIABILITY UNDER THESE API TERMS WILL NOT

EXCEED THE GREATER OF (i) THE FEES YOU PAID TO STR8LINE FOR USE OF THE STR8LINE API MATERIALS IN THE LAST YEAR OR (ii) ONE HUNDRED DOLLARS FOR USA ABUSE (\$100) or ONE HUNDRED EURO'S FOR EU ABUSE (€ 100).

E. Indemnification

You will indemnify, defend, and hold harmless STR8LINE, its affiliates, and their officers, directors, employees, agents, licensors, users and partners from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) brought by a third party arising out of or in connection with: (a) your use of the STR8LINE API, STR8LINE API Materials, STR8LINE Data, or the STR8LINE Marks other than as expressly allowed by this agreement; (b) your breach or alleged breach of any of the terms, conditions and representations under these API Terms; (c) your Services or business; or (d) your gross negligence or willful misconduct. You will control the defense and settlement of any claim subject to indemnification by you hereunder, provided that STR8LINE may at any time elect to take over control of the defense and settlement of any claim. You may not settle or compromise any such claim without STR8LINE's prior written consent.

F. Miscellaneous

If you are using the STR8LINE API Materials in the United States, these API Terms will be governed by the laws of the Kingdom of The Netherlands, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the federal or state courts of Haarlem, Noord-Holland, The Netherlands, and you consent to jurisdiction in those courts. If you are using the STR8LINE API Materials in China, these API Terms will be governed by the laws of Hong Kong, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of Hong Kong, and you consent to jurisdiction in those courts. If you are using the STR8LINE API Materials in any other country, these API Terms will be governed by the laws of The Netherlands, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of The Netherlands, and you consent to jurisdiction in those courts. These API Terms were drafted in English and the English-language version shall control in the event of a conflict with any translated version. You may not assign any of the rights or obligations under these API Terms, by operation of law or otherwise, without the prior written consent of STR8LINE. Any attempted assignment in violation of this paragraph is void. These API Terms constitute the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to the API Terms by you must be in a writing signed by both you and STR8LINE. These API Terms do not create or imply any partnership, agency or joint venture between the parties. No waiver by STR8LINE of any right under this agreement will be effective unless set forth in a writing authorized by STR8LINE. If any part of these API Terms are determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this agreement will remain in full force and effect.