

Merchant API Terms and Conditions

- Governing Documents. NeighborFavor Inc. (“**Favor**”) shall allow a business partner requesting access to its API (“**Partner**”) to access to and use the Favor API subject to: (a) these Favor API Terms and Conditions (the “**Terms and Conditions**”); (b) any agreement between Partner and Favor (the “**Agreement**”); (c) any acceptable use guidelines or other requirements posted within the Favor Service or otherwise communicated to Partner (collectively, “**Governing Documents**”). In the event of any conflict among the Governing Documents, each Governing Document shall take precedence in the order listed in the preceding sentence.
- Updates. Favor reserves the right to update these Terms and Conditions at any time. Favor will provide notice to Partner of any such material updates, which notice may be provided in the Partner Portal or by email to Partner’s contact. By continuing to access or use the Favor API after such update has been posted within the Favor Service or otherwise communicated to Partner, Partner agrees to be bound by such update.
- License. During the term of the Agreement and subject to Partner’s compliance in all material respects with these Terms and Conditions, Favor grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Favor API solely for sending and processing order information between Partner and Favor. To the extent that the Favor API consists of any software, the license granted under the preceding sentence applies only to access and use of such software in executable, machine-readable, object code form.
- Restrictions. Partner may not: (a) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Favor API, except as expressly permitted under Section 3 of these Terms and Conditions; (b) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of, the Favor API; (c) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any access control mechanism in the Favor API; (d) access the Favor API for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Favor Service; or (e) rent, lease, lend, sell or sublicense the Favor API or otherwise provide access to the Favor API as part of a service bureau or similar fee-for-service purpose.
- Access Limitations. In order to use the Favor API, Partner may be required to obtain appropriate API credentials (an “**API Key**”) via registration within the Favor Service or through other means. Partner shall keep its API Key secure and not share its API Key with any other party. Favor may, in its sole discretion, limit the number and frequency of API calls made by Partner. Partner may not use the Favor API in any manner that disrupts the normal functioning of the Favor Service or in any other way that imposes an unreasonable burden on Favor’s systems or resources. In the event that Partner violates any limitation

set forth in this Section 5, Favor may suspend Partner's access to and use of the Favor API with at least 24 hours advance notice to Partner, provided that no notice will be required in case of emergencies if Favor's infrastructure or the functionality of the Favor Service is materially degraded or at-risk. If an API Key is required, it will be provided to Partner promptly upon signing of the Agreement.

6. Ownership. Favor or its licensors and suppliers own all rights, title and interest (including, but not limited to, all intellectual property rights) in the Favor API. The Favor API is protected by U.S. and international copyright and other intellectual property laws and treaties. The Favor API is licensed, not sold, to Partner for use only under these Terms and Conditions. Favor reserves all rights not expressly granted to Partner.
7. Data and Privacy. Partner represents, warrants and covenants that: (a) Partner has obtained all necessary consents from and given all required notices to any applicable third parties, including any Users, for Partner to transmit data provided by or relating to such third parties through the Favor API for use as contemplated in the Governing Documents; and (b) Partner's collection, storage, processing, disclosure and use of any such data shall comply in all material respects with all applicable laws and regulations and the terms and conditions of any applicable agreement and privacy policy between Partner and any third party.
8. DISCLAIMER OF WARRANTIES. PARTNER'S USE OF THE FAVOR API IS AT PARTNER'S SOLE RISK. THE FAVOR API IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FAVOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FAVOR MAKES NO REPRESENTATION OR WARRANTY THAT: (i) THE FAVOR API WILL MEET PARTNER'S REQUIREMENTS; (ii) ACCESS TO THE FAVOR API WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE FAVOR API WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.
9. Termination. In the event that either party violates these Terms and Conditions the other party may terminate the Agreement and these Terms and Conditions upon ten (10) days' prior written notice. Upon termination of the Agreement and these Terms and Conditions: (a) all rights granted to Partner under these Terms and Conditions shall terminate; (b) Partner must immediately cease access to and use of the Favor API. Upon termination of these Terms and Conditions, all rights granted to Partner under these Terms and Conditions shall immediately terminate, but all other provisions shall survive termination.
10. Changes to API. Favor reserves the right to modify the Favor API so long as such modifications do not materially degrade Partner's licensed use of the Favor Service. Favor may discontinue Partner's access to the Favor API for cause if (i) Partner has put Favor's infrastructure or the functionality of the Favor Service at risk, (ii) Favor has notified Partner of such wrongdoing or vulnerability, and (iii) Partner has failed to correct such wrongdoing or vulnerability within ten (10) days of such notice. Favor may from time to time,

at its sole discretion, develop patches, bug fixes, updates, upgrades and other modifications to improve the functionality or performance of the Favor API or related services (“**Updates**”). Favor may develop Updates that require installation by Partner before Partner continues to access or use the Favor API or related services.

11. Legal Compliance. Partner represents and warrants that Partner is not: (a) located in a country that is subject to a U.S. government embargo, or designated by the U.S. government as a “terrorist supporting” country; or (b) listed on any U.S. government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List.