KANGAROO API LICENSE AGREEMENT

TERMS OF USE

USE BY YOU ("**DEVELOPER**") OF KANGAROO REWARDS' ("KANGAROO") APPLICATION PROGRAMMING INTERFACES AND ANY DEVELOPMENT TOOLS, DATA, DOCUMENTATION OR INFORMATION MADE AVAILABLE THROUGH SUCH APPLICATION PROGRAMMING INTERFACE ("**KANGAROO REWARDS API's**) IS CONDITIONAL UPON DEVELOPER AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. THE TERMS OF THIS AGREEMENT SHALL APPLY TO ALL UPDATES, REVISIONS AND COPIES OF THE API.

PROCEED AT OWN RISK (!)

Developer acknowledges that this Agreement gives KANGAROO wide latitude to modify, suspend and/or terminate Developer's access to the API and that such modifications, suspension and/or termination may diminish the value of Developer's application; require Developer to expend additional resources and negatively impact Developer's customers. IN USING THE KANGAROO API, DEVELOPER EXPRESSLY AGREES TO TAKE ON THIS RISK.

1. DEFINITIONS

"App" refers to the software application of Developer which interacts with the KANGAROO API.

"Merchant" refers to a user of KANGAROO products and services.

"Client" refers to a customer of Merchant.

2. LICENSED USES AND RESTRICTIONS

(a) *License Grant*. The API is owned by KANGAROO and licensed to developer on a worldwide, non-exclusive, non-sublicensable, non-transferable and revocable basis. Except as expressly granted herein, KANGAROO does not grant any intellectual property rights or other proprietary rights in the API. KANGAROO reserves the right to terminate this Agreement at any time upon notice.

(b) *Permitted Uses*. Developer may use the KANGAROO API only to create applications which extend the functionality of KANGAROO's products and services. Any Merchant using Developer's App to access KANGAROO products and services must expressly consent to the same through KANGAROO's interface.

The following are examples of permitted commercial uses for Developer Apps:

- Add-ons modules and reporting tools on a merchant specific basis
- Marketing tools promoting Merchant products and services;
- Integrations relating to ecommerce services
- Integrations relating to accounting services; and
- Integrations into enterprise resource planning (ERP) or customer relationship management systems (CRM)

(c) *Prohibited Uses.* Developer may not, without KANGAROO's prior written approval, use the API for any application that:

- Permits multi-plexing of KANGAROO's products or services (*i.e.*, use of a single license by multiple users);
- Aggregates, repurposes, or otherwise makes use of or discloses data to anyone other than the Merchant, without Merchant's consent;
- Performs or enables multi-store research, unless expressly permitted in writing by Kangaroo;
- Adversely impacts the stability of KANGAROO'S system and servers or adversely impacts the behavior of other applications using the API;
- Damages KANGAROO's software or allows malware to affect Merchant's software;
- Uses any 'black-hat' or deceptive or fraudulent methods including, but not limited to malware, adware, hidden text or links, doorway or cloaked pages, blog comment spamming, spyware, or parasiteware techniques;
- Stores or caches any Merchant or Client content other than for reasonable periods in order to provide the service connected to App <u>and</u> with Merchant's express consent;
- Circumvents any usage restrictions or content protection measures imposed with respect to user content;
- Uses transaction data identifying individual items purchased at, or specific services provided by, Merchant;
- In any manner or for any purpose violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;

The preceding list is intended to be illustrative and not exhaustive.

(d) *Right to Revoke*. KANGAROO shall have the sole right to determine whether or not an App is acceptable. If KANGAROO determines that Developer's App is not providing added benefit to KANGAROO users and/or is not in the best interests of KANGAROO or its Merchants, KANGAROO may revoke access to the API.

(e) *Support; Modifications*. KANGAROO will make available forums and other resources to assist Developer in developing its App (collectively, "**Support**"). KANGAROO may change, suspend, or discontinue any aspect of the KANGAROO API or Support at any time, including the availability of either the KANGAROO API or Support. KANGAROO may also impose limits on certain features and services or restrict Developer's access to parts or all of the KANGAROO APIs or the KANGAROO website without notice or liability. Any modifications required to Developer's App shall be at Developer's own cost.

(f) *Fees*; Fees to access to the KANGAROO API is determined on a case by case basis and based on the forecasted usage; KANGAROO reserves the right to change the agreed upon fees if the nature of the usage changes by providing at least 60 days' advance notice to Developer.

(g) *Promotion*.   Developer hereby grants to KANGAROO a limited, worldwide, non-exclusive license to use, at KANGAROO's discretion, Developer's logos and trademarks solely to promote and describe the functionality of Developer's App.

3. DEVELOPER RESPONSBILITIES

(a) *Data Retention*. Developer may not retain any data retrieved from the API longer than 60 days, unless otherwise expressly permitted by Merchant. All such data and copies thereof must be deleted when no longer required for the functioning of the Data.

(b) *Updating* KANGAROO. Developer agrees to notify KANGAROO upon completion of its App and of its first use by a Merchant. Developer further agrees to promptly notify KANGAROO of any security incidents, disruptions in delivery or other problems associated with Developer's App.

(c) *Security Standards*. Developer's networks, operating systems, web servers, routers and computer systems must be properly configured to industry standards so as to securely operate Developer's App and prevent any intrusion or unauthorized disclosure or loss of data. In the event of any breach of security involving the KANGAROO API or Personal Data, Developer must notify KANGAROO immediately and work diligently to remedy such security breach as soon as practicable.

(d) *Relationship with Merchants.* Developer must include in its sales or user agreements provisions exempting KANGAROO from (i) all liability for any fault in or damages caused by the Developer's App; and (ii) any responsibility to provide support services in connection with the App. Developer's agreement with Merchant must contain means for Developer to update its App to the most current version of the KANGAROO API after any version has been deprecated.

(e) *Confidentiality.* Developer shall not disclose any KANGAROO Information to any third party without KANGAROO's prior written consent. "**Kangaroo Information**" means all non-public KANGAROO software, technology, programming, and specifications relating to the KANGAROO API, and any other information identified by KANGAROO as "confidential" or an equivalent designation. KANGAROO Information does not include information that has been (a) independently developed without access to KANGAROO Information; (b) rightfully received by Developer from a third party who has the lawful right to disclose such information; or (c) required to be disclosed by law or by a governmental authority.

(f) *Use of Personal Information*. Developer's App must not make any Personal Data (as defined below) accessible to Developer or any other person except for the Merchant, unless Developer clearly discloses in its App through a privacy policy or otherwise, how data is collected, used, stored, processed or transmitted to third parties. In any event, Developer must not request access to more Personal Data than is needed for effective operation of Developer's App and must not retain Personal data for longer than is necessary. Developer's App must comply with privacy rules relating to Personal Data and assist Merchants in this regard. Developer's privacy policy should adopt standards that are consistent with KANGAROO's privacy policy regarding storage and use of Personal Data, and Developer must comply with its privacy policy and all privacy and applicable data

protection laws at all times (in particular, any use of email addresses that our users have chosen to share must be in line with relevant anti-spam laws, such as GDPR, CASL, the CAN-SPAM Act and the Privacy and E-Commerce Regulations).

For the purposes of these Agreement, "**Personal Data**" means data relating to an individual end-- user or Client, or that might be used to identify an individual user or Client, including a user's username, email address, city and country, and any information or data from the user's profile such as their avatar or profile picture, website or social media URLs, followers and/or any comments or posted by that user

(g) *Publicity/Trademarks*. Developer may not issue any public announcement regarding Developer's use of the KANGAROO API which suggests, either directly or indirectly, a partnership with KANGAROO or endorsement by KANGAROO without first obtaining KANGAROO's prior written consent, which consent may be withheld in KANGAROO's sole discretion. KANGAROO grants Developer a limited, worldwide, non-exclusive, revocable license to use KANGAROO's logos and trademarks solely in connection with the use and promotion of KANGAROO's products and services. Developer must not use the KANGAROO name in any way that takes unfair advantage of KANGAROO's goodwill or reputation in its logo or trademarks.

4. TERMINATION

(a) *By Developer*. Developer may terminate this Agreement at any time upon notice to KANGAROO.

(b) *By KANGAROO*. KANGAROO may at any time terminate this Agreement or discontinue the KANGAROO API, or any portion or feature thereof for any or no reason without liability to Developer. Upon termination or notice of discontinuance, Developer shall immediately stop and thereafter desist from using the KANGAROO API and delete all related data within Developer's possession or control (including, without limitation, from Developer's servers). KANGAROO may independently communicate with any Merchant whose account is associated with Developer's App to provide notice of termination.

5. WARRANTY DISCLAIMER

THE KANGAROO API IS PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND KANGAROO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABLITY, SECURITY, TITLE AND NON-INFRINGEMENT. DEVELOPER'S USE OF THE KANGAROO API IS AT ITS DISCRETION AND RISK, AND DEVELOPER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT RESULT FROM ITS USE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DAMAGE TO COMPUTER SYSTEMS.

6. LIMITATION OF LIABILITY

KANGAROO SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR ANY

OTHER LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABLITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, IN THE EVENT THE FOREGOING IS NOT ENFORCEABLE, KANGAROO'S TOTAL LIABLITY UNDER THIS AGREEMENT IS LIMITED TO ONE HUNDRED DOLLARS ($1).

7. INDEMNIFICATION

Developer shall indemnify, defend and hold KANGAROO, its agents, affiliates, officers, employees, consultants and licensors harmless from any claim, costs, losses, damages, liabilities, judgment and expenses (including reasonable attorneys' fees and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "**Claims**") by a third party arising out of Developer's, or of any of Developer's agents or representatives, use of the KANGAROO API in any manner that breaches this Agreement or otherwise arising out of materials or technology contributed by Developer. Developer will assume control of the defense and settlement of any Claim subject to this indemnification (provided that, in such event, KANGAROO may at any time thereafter elect to take over control of the defense and settlement of any such Claim). In no event will Developer settle any such Claim without the prior written consent of KANGAROO.

8. GENERAL

(a) This Agreement is non-exclusive. Developer acknowledges that KANGAROO may be developing or may develop products and services that may compete with Developer's App or any other products or services provided by Developer.

(b) KANGAROO may audit or monitor Developer's App at any time or any activities relating to Developer's access to the KANGAROO API. Developer's failure to comply with any request for documents, information or visit to Developer's facilities will constitute a material breach of this Agreement.

(c) This Agreement is governed by the laws of Quebec, except for conflict of laws principles. Any dispute arising out of or related to this Agreement must be brought exclusively in a court in Montreal, Quebec and by accepting this Agreement, Developer attorns to the jurisdiction of such court.

(d) KANGAROO may modify any of the terms and conditions contained in this Agreement at any time in its sole discretion by posting a change notice on its KANGAROO's website, emailing to the email address provided by Developer or otherwise notifying Developer. IF ANY MODIFICATION IS NOT ACCEPTABLE TO DEVELOPER, DEVELOPER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. DEVELOPER'S CONTINUED USE OF THE KANGAROO API, CONTINUED POSSESSION OF A COPY OF NON-PUBLIC KANGAROO API DOCUMENTATION AND SPECIFICATIONS, OR CONTINUED DEVELOPMENT FOLLOWING POSTING OF A CHANGE OF NOTICE OR NEW AGREEMENT ON KANGAROO'S WEBSITE WILL BE DEEMED BINDING ACCEPTANCE OF THE CHANGE.

(e) The following sections will survive termination of the Agreement:

- Section 3 (Developer's Responsibility);
- Section 5 (Warranty Disclaimer);
- Section 6 (Limitation of Liability);
- Section 7 (Indemnification); and
- Section 8 (General).