



Eftsure API Service Addendum v2.0 (14 March 2025)

CONFIDENTIAL

United States of America

This version 2.0 of the Eftsure API Service Addendum only applies to Agreements entered into on or after 14 March 2025.

1. Scope of the Eftsure API Service

The Eftsure API Service is an API access and use service, which is further described in Section 2 and subject to any exclusions and limitations for such service as specified in this Agreement (the “Eftsure API Service”).

2. Service description

2.1 Setup Service

Eftsure will provide You and Your Affiliates with the Setup Service for the Eftsure API Service, which is limited to:

- (a) setting up and configuring a Sandbox that enables You to build, test and deploy the API Integration;
- (b) allowing You and Your Affiliates to generate the API Credentials in accordance with Section 4.2;
- (c) providing You with access to the relevant Documentation; and
- (d) subject to Section 3, providing You and Your Affiliates with reasonable technical support during the building, testing and release phases of the API Integration.

2.2 Subscription Service

Eftsure will:

- (a) make access to the API available to You and Your Affiliates, solely for the purposes of enabling You and Your Affiliates to:
 - (i) in the case of the Sandbox, test the API Integration; and
 - (ii) in the case of the Production Environment, use and operate the API Integration, in accordance with the relevant Documentation (each, a “Permitted Purpose”);
- (b) notify You of any updates or upgrades to the API (each, an “API Upgrade”), and prior to releasing any API Upgrade in the Sandbox or Production Environment (as applicable), Eftsure will:
 - (i) use commercially reasonable efforts to ensure that the API, with the API Upgrade, is “backward compatible” with the API Integration; and
 - (ii) in the event that the API (with the API Upgrade) is not “backward compatible” with the API Integration, provide You with reasonable notice to enable You to make all necessary adjustments to the API Integration to ensure that it continues to be compatible with the API, prior to Eftsure releasing the API Upgrade;
- (c) upon Your request, provide You and Your Affiliates with reasonable help desk technical support during Business Hours solely for the purpose of enabling You and Your Affiliates to facilitate any activities in accordance with the Permitted Purpose, provided any such request for support is sent to: customersupport@eftsure.com;
- (d) in the event of any non-compliance of the API with the functional specifications of the API set out in the relevant Documentation (each, an “API Error”), use commercially reasonable efforts to rectify the API Error, which You have identified and requested Eftsure to rectify, provided that You can demonstrate to Eftsure that such API Error caused the API to malfunction or adversely impact the operation of the API Integration; and
- (e) without limiting Section 4.2(h), upon Your request, or otherwise on the expiry or termination of this Agreement, deactivate:

- (i) Your, Your Affiliates' and any API Users' access to the Sandbox and, following Sandbox deactivation, take reasonable steps to delete any of Your or Your Affiliates' test data stored on the Sandbox, except any test data that Eftsure is required to retain under applicable law;
- (ii) Your, Your Affiliates' and any API Users' access to the Production Environment; and/or
- (iii) the Eftsure API Credentials.

3. Exclusions

Eftsure is not responsible for:

- (a) creating or storing backup copies of any data uploaded to the Sandbox or checking the integrity of that data for any purposes, and You acknowledge that Eftsure has no obligation under this Agreement or otherwise to provide You or Your Affiliates with a data backup facility or service or access to any backups of Your Data in the event that such backups exist;
- (b) constructing, developing or designing any tools, methodologies, computer or software code or programming materials to build the API Integration;
- (c) testing or validating the API Integration for security, compatibility, performance or for any other purposes;
- (d) assessing or determining whether the API Integration complies with any general requirements or Your or Your Affiliates' specific functional or technical requirements;
- (e) the API Integration, which for the purposes of this Section 3(e) includes:
 - (i) ensuring that the Eftsure KYP Service interoperates or integrates correctly with Your Other Software in a manner that is error or defect free and/or free from viruses or other malicious code; and
 - (ii) maintaining or updating the API Integration;
- (f) ensuring that the API Integration transfers information and data securely and accurately from the Eftsure KYP Service to Your Other Software or from Your Other Software to the Eftsure KYP Service;
- (g) addressing or responding to:
 - (i) errors related to API calls;
 - (ii) failed API requests;
 - (iii) invalid or incomplete data transmitted via API calls, caused by the API Integration, and/or
 - (iv) any errors, defects, or security vulnerabilities in the operation, integration, functionality, availability or integrity of the API Integration; and/or
- (h) making available or deploying any fix, patch, update, release or other enhancement to maintain the performance, or ensure the security of the API Integration; and/or
- (i) except as otherwise expressly provided in this Agreement, providing any services to You that are not related to, or otherwise connected with, the Eftsure API Service,

(individually and together, the "Exclusions"). The Exclusions fall outside the scope of the Eftsure API Service. You are solely responsible and liable for managing and performing (or procuring third party services to manage and perform) the Exclusions.

4. API usage

4.1 Your general API usage requirements

- (a) You must access and use, and must ensure that all API Users and Your Affiliates access and use, the API and the Eftsure API Credentials only for the applicable Permitted Purpose, and then only in a manner that strictly complies with:
 - (i) this Agreement;
 - (ii) any Documentation; and
 - (iii) Eftsure's reasonable directions with respect to accessing or using the API (including Eftsure's API fair usage guidelines).
- (b) Eftsure may monitor the use of the API to ensure compliance with this Section 4.1.
- (c) You are responsible for the accuracy of all data and information in any API requests submitted to Eftsure.

4.2 Eftsure API Credentials

- (a) You must not and You must ensure that Your Integration Developer and Your Integration Developer Personnel do not:
 - (i) access or use, or attempt to access or use, the API; or
 - (ii) enable, or attempt to enable, Your Other Software to access the API via the API Integration,using or otherwise relying on credentials that are different from the Eftsure API Credentials.
- (b) Eftsure will allow You and Your Affiliates to generate the Eftsure API Credentials.
- (c) You and Your Affiliates must keep the Eftsure API Credentials secure, confidential and inaccessible to all other third parties and must immediately notify Eftsure if the confidentiality or security of the Eftsure API Credentials are compromised. Eftsure will not be liable for any disclosure of, or the provision of access to, the Eftsure API Credentials by You or Your Affiliates to any person (whether intentional or unintentional and whether or not that person is authorized or unauthorized by You or Your Affiliates to receive or access the Eftsure API Credentials).
- (d) Notwithstanding Section 4.2(c):
 - (i) You may disclose the Eftsure API Credentials to Your Integration Developer;
 - (ii) You must ensure Your Integration Developer and Your Integration Developer Personnel do not use or disclose the Eftsure API Credentials, other than to enter the Eftsure API Credentials into Your Other Software, on Your behalf and for Your sole benefit, for the applicable Permitted Purpose;
 - (iii) Eftsure may, at its sole discretion and by written notice to You, revoke its agreement to allow Your Integration Developer to use the Eftsure API Credentials if it reasonably believes that Your Integration Developer or Your Integration Developer Personnel are acting in a manner that may cause harm to the Eftsure Services or Eftsure's reputation or business operations; and
 - (iv) You must provide the names, addresses and corporate identifiers of Your Integration Developer to Eftsure upon request.
- (e) You acknowledge and agree that the holder of the Eftsure API Credentials may have unrestricted access to Your Data, and may delete, replace and modify, Your Data.
- (f) You are solely responsible for:

- (i) the acts and omissions of Your Integration Developer and Your Integration Developer Personnel as if they were Your acts or omissions, and where Eftsure suffers any loss and/or damage in connection with the acts or omissions of Your Integration Developer or Your Integration Developer Personnel, Eftsure may recover all such loss and/or damage from You to the same extent as if the acts and omissions were Your own;
 - (ii) without limiting Section 4.2(f)(i), any and all use of the Eftsure API Credentials, whether by You, Your Affiliates, Your Integration Developer, Your Integration Developer Personnel, the owner or operator of Your Other Software, or by any other person to whom You or Your Affiliates disclose, or who accesses, the Eftsure API Credentials (“Eftsure API Credentials Use”);
 - (iii) any and all losses, damages, costs, fines, expenses, claims and liabilities that You or Your Affiliates incur as a result of the Eftsure API Credentials Use; and
 - (iv) any and all consequences of any authorized and unauthorized access to Your Data in connection with the Eftsure API Credentials Use, including the deletion, replacement, modification, loss of integrity, or falsification, of any of Your Data or any Payee Details.
- (g) In the event of any unauthorized use of the Eftsure API Credentials or use thereof in breach of this Agreement, You must immediately notify Eftsure.
- (h) Eftsure reserves the right to deactivate any Eftsure API Credentials if Eftsure reasonably believes that the security of any of the credentials have been compromised at any time or from time to time.

4.3 API Prohibitions and consequences

- (a) You must not and You must ensure that the API Users and Your Affiliates do not:
- (i) do anything that would impair the performance or normal operation of the API;
 - (ii) carry out, or permit Your Integration Developer to carry out, any penetration testing or vulnerability scans on the API;
 - (iii) upload or enter ‘live data’ in the Sandbox (including, data that is personal information, sensitive information or other similar categories of personal information or data protected under any applicable law);
 - (iv) undermine or circumvent any organizational or technical security measures applied to the API or Eftsure API Service;
 - (v) use or refer to (or attempt to use or refer to), or enable a third party to use or refer to, the API or Eftsure API Service for the purpose of developing any software, solution or product that has the same or any similar functionality, or that competes, with any product or service offered by Eftsure;
 - (vi) make any API calls or requests (whether or not excessive, malicious or repeated) for the purpose of extracting, siphoning, copying, downloading, storing, transferring, distributing, licensing, making accessible to others and/or otherwise commercially exploiting, any data held by Eftsure (including, data held in Eftsure’s databases), except to the extent expressly permitted under this Agreement;
 - (vii) attempt to copy, download, store, use or modify any data received by You or Your Other Software from Eftsure via the API Integration for any purpose other than obtaining the benefit of the Eftsure KYP Service; or
 - (viii) issue an unreasonable number of API requests within a short period of time. The word “unreasonable” in this context means any API usage that, in Eftsure’s sole determination, risks disruption, overloading or degrading the performance, integrity or availability of the API, any of the Eftsure Services or any component of the Eftsure Services, including

where such usage triggers alerts or similar notifications of excessive load on any of Eftsure's firewalls or other systems. In the event of unreasonable usage, Eftsure reserves the right to immediately suspend Your, Your Affiliates' and API Users' access to the API without prior notice until the cause of the unreasonable usage has ceased. Eftsure may also modify or implement usage limits, thresholds or monitoring mechanisms, at its sole determination, to protect the integrity and stability of the Eftsure Services and/or to prevent any unreasonable usage of the API.

- (b) Eftsure may limit or suspend Your, Your Affiliates' or any API Users' access (and where applicable, Your Integration Developer's and/or Your Other Software's access) to the API or the Eftsure Services where Eftsure reasonably believes that You, Your Affiliates or any API User has breached, or is likely to breach, any provision of this Agreement. Eftsure is not required to remove any limitation or suspension until it is reasonably satisfied that the breach has been remedied.

5. API service levels

5.1 Sandbox environment availability

Due to the nature of the Sandbox, Eftsure will not provide any service levels for the Sandbox. You acknowledge that the Sandbox may experience regular downtime, including but not limited to unexpected outages. You and Your Affiliates must not make any claim against Eftsure associated with any such downtime.

5.2 Live API uptime/availability

The Production Environment will have a quarterly uptime/availability of 99%. This excludes any downtime caused or contributed to by:

- (a) a circumstance or event beyond Eftsure's reasonable control;
- (b) Your breach of this Agreement (or the breach of this Agreement by any other person who You are responsible for, including Your Affiliates, API Users, Your Integration Developer, Your Integration Developer Personnel and the owner or operator of Your Other Software); or
- (c) planned or unplanned maintenance.

5.3 Planned and unplanned maintenance

- (a) Planned maintenance: Eftsure will provide You with reasonable notice of any planned maintenance affecting the Production Environment.
- (b) Unplanned maintenance: In the event of unplanned downtime or outages of the Production Environment, Eftsure will use commercially reasonable efforts to restore the Production Environment within a reasonable period of time.

6. API Service liability and indemnity

6.1 Eftsure's liability for failures of the Eftsure API Service

- (a) Eftsure is not liable for any loss, damage, claim, expense or other liability that You, Your Affiliates or any API User suffers or incurs in connection with the API Integration, except to the extent caused by Eftsure's failure to provide the Eftsure API Service in accordance with this Service Addendum (and subject to the exclusions and limitations of this Service Addendum) or Eftsure's contravention of any non-excludable guarantee implied in this Agreement under applicable law.
- (b) To the extent that a party's liability in respect of any matter under:
 - (i) this Service Addendum is excluded to a greater extent than its liability in respect of that matter is excluded under the Eftsure Terms of Service, its liability for that matter is

excluded to the maximum extent possible by non-excludable applicable law under this Service Addendum; and

- (ii) the Eftsure Terms of Service is excluded to a greater extent than its liability in respect of that matter is excluded under this Service Addendum, its liability for that matter is excluded to the maximum extent possible by non-excludable applicable law under the Eftsure Terms of Service.

6.2 Your API indemnity

- (a) You indemnify Eftsure against any Loss or claim suffered or incurred by Eftsure to the extent such Loss or claim results from:
 - (i) the API Integration;
 - (ii) any acts or omissions of Your Integration Developer or Your Integration Developer Personnel; or
 - (iii) any malicious or intentionally excessive use of the API caused by You, Your Affiliates or any API User.

The mutual liability cap in the Eftsure Terms of Service does not apply to this indemnity.

7. Glossary

In addition to the capitalized terms defined in parentheses within this Eftsure API Service Addendum, the following capitalized terms used in the Eftsure API Service Addendum will be construed to have the meaning set out below:

- (a) API Integration: means any integration between the Eftsure KYP Service and Your Other Software using the API.
- (b) API User: means any person who accesses or uses the API or the Eftsure API Service, including any of Your Personnel, any of Your Affiliates' Personnel and, where applicable, Your Integration Developer or Your Integration Developer Personnel.
- (c) Eftsure API Credentials: means a username, password, API access key, token or other digital security code, generated by You or Your Affiliates, via an "activation link" or other mechanism supplied by Eftsure, to enable Your Other Software to access the API via the API Integration and for You and Your Affiliates to otherwise access and use the API for the Permitted Purpose.
- (d) Production Environment: means the technology environment in which the API Integration is released in "live" format and made available for access and use by API Users.
- (e) Sandbox: means the testing environment, which enables You and Your Affiliates to test, monitor and evaluate the API Integration in isolation from the Production Environment.
- (f) Your Integration Developer: means any third-party developer engaged by You or Your Affiliates to assist with the development of the API Integration.
- (g) Your Integration Developer Personnel: means any officers, employees, contractors, agents or other personnel, service providers or subcontractors of Your Integration Developer.

All other capitalized terms that are not defined in this document have the same meaning given to those terms in the Eftsure Terms of Service, any other Service Addendum forming part of the Agreement, or the Commercial Terms, as applicable.