

API Terms of Use

AROFLO API TERMS OF USE

These API Terms of Use (**Terms**) which include the documentation available at <https://help.aroflo.com/display/IMSAPI/AroFlo+API+v3.0+Documentation> are between:

AroFlo Innovations Pty Ltd (ABN 85 638 665 362) t/a AroFlo (AroFlo) and each individual entity agreeing to these Terms (**Client**), collectively referred to as the Parties and each a Party.

These Terms govern the access to and use of the AroFlo application programming interface and associated code, tools, documentation and related material that AroFlo provides to you in relation to its job management software (**API**) in order for a Client to create a software application, website, product or service (**App**).

The AroFlo Terms of Service

https://help.aroflo.com/download/attachments/9371798/AroFlo_Terms_of_Service%20-%20FINAL.pdf?api=v2 and Privacy Policy available on the AroFlo website at <https://aroflo.com/privacy-policy/form> part of the Terms and acceptance of the Terms means acceptance of the Terms of Use and Privacy Policy. Any App created by the Client must comply with and be consistent with the Terms of Use.

1. ACCEPTANCE

- 1.1. These Terms form a binding legal agreement between AroFlo and the Client. By using the API, the Client agrees to comply with and be legally bound by these Terms. Please read these Terms carefully. If the Client has any questions, they should contact AroFlo using the contact details at the end of these Terms.
- 1.2. The Client acknowledges and agrees to these Terms by: (i) generating an Access Token (defined below) or (ii) accessing or using the API. If the Client does not agree to these Terms, they should cease accessing or using the API immediately.
- 1.3. If the Client is agreeing to these Terms on behalf of an entity, including but not limited to a company or other organisation, they represent and warrant that they have the power and authority to enter into these Terms and bind such entity and act on behalf of any person who uses the API (each a **User**, collectively referred to as **Users**).
- 1.4. The Client may authorise their employees, contractors, authorised agents acting in the ordinary course of business and directly working for or managed by the Client to access and use the API as **Users**. The Client must ensure that each **User** using or accessing the API does so in accordance with these Terms. The Client will also be responsible for any end user of an App (**End User**) and will require that its End Users comply with any applicable law, regulation and these Terms.
- 1.5. AroFlo reserves the right to make changes to these Terms at any time, effective upon the posting of the modified Terms. AroFlo will use reasonable endeavours to communicate these changes to the Client via email. It is the Client's obligation to ensure that they (and each **User** where applicable) has read, understood and agreed to the most recent

Terms available on the Site.

- 1.6. AroFlo may, at its discretion, amend, change or discontinue the API from time to time, without notice to or consultation with the Client. The Client consents to such amendments and agrees that unless otherwise notified by AroFlo, these Terms will apply.
- 1.7. Using the API may be prohibited or restricted in certain countries. If the Client or any Users access or use the API outside of Australia, the Client is responsible for complying with the laws and regulations of the country from which they access or use the API.

2. API LICENCE

- 2.1. The Client's use of the API and any content made available to the Client through use of the API (**API Content**) (including use of the API through a third party application that uses the API) is subject to compliance with these Terms. AroFlo grants to the Client a non-transferrable, non-exclusive, revocable licence (without the right to sublicense) to: (a) use the API solely as necessary to develop, test, operate and support the Client's App using certain API Content accessed via the API; and (b) distribute or allow access, including for a fee, to the Client's integration of the API within the App to end users of the App (the **Licence**). You may not sell, rent or redistribute access to the API or any API Content to any third party without AroFlo's prior written approval.
- 2.2. To access the API in accordance with the Licence, the Client must have an AroFlo account or be granted access via a user log-in to an AroFlo customer account (**AroFlo Account**). The Client may create applications for which it will receive access credentials (**Access Credentials**). The Client should keep its Access Credentials secure and confidential as it will be solely responsible for any activities occurring in relation to the Access Credentials or via the API in the AroFlo Account.
- 2.3. An AroFlo customer or Client may request multiple Access Credentials but AroFlo may prevent access to the API via the AroFlo Account if the AroFlo customer or the Client:
 - 2.3.1. has opened an excessive number of them;
 - 2.3.2. has created multiple Access Credentials to bypass API Technical Limits (described below) or restrictions.
- 2.4. If a Client's Access Credentials are suspended, the Client must not attempt to circumvent such suspension by registering for new Access Credentials. A Client may not request Access Credentials if the Client is a competitor of AroFlo.
- 2.5. If AroFlo issues a token that permits the Client's App to access or modify data in an AroFlo user's account (**Access Token**), the Client can only use that Access Token with that specific App and cannot use that Access Token with any other application. The Client must not sell, trade or give an Access Token to any third party without AroFlo's prior written consent. The Client must take reasonable measures to safeguard Access Tokens and Access Credentials from unauthorised use or access.

- 2.6. The Client is responsible for determining: (a) who will be a User of the API; and (b) whether any User should have access to the API revoked at any time for any reason.
- 2.7. The Client shall not (and shall not allow any third party, including Users and End Users, to):
 - 2.7.1. analyse, reverse engineer, attempt to replicate the underlying ideas, algorithms and source code of the API;
 - 2.7.2. transmit any viruses, worms, defects, Trojan horses, malware or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data;
 - 2.7.3. remove, obscure, or alter any AroFlo terms of service or any links to or notices of those terms;
 - 2.7.4. interfere with or disrupt the API or the servers or networks providing the API;
 - 2.7.5. defame, abuse, harass, stalk or threaten others; or
 - 2.7.6. use the API or any other technology in a manner that accesses or uses any information beyond what AroFlo allows under these Terms; that changes the AroFlo services; that breaks or circumvents any of AroFlo's technical, administrative, process or security measures; that disrupts or degrades the performance of the AroFlo services or the API; or that tests the vulnerability of AroFlo's systems or networks.
- 2.8. The Client must not use the API in violation of any law or regulation, or rights of any person, including intellectual property rights, rights of privacy or in any manner inconsistent with these Terms or any other AroFlo agreements to which the Client is subject.

3. CLIENT APP

- 3.1. Any Client App must not be presented in a way which misleads End Users, including it must not:
 - 3.1.1. be publicised in a way which is misleading to End Users;
 - 3.1.2. use logos or trademarks in a manner that misleads or confuses End Users or suggests in any way the App is endorsed by, sponsored by, or associated with AroFlo (however the Client may state that their App "connects to AroFlo");
 - 3.1.3. impersonate a third party without their authorisation; or
 - 3.1.4. link to spam or malware sites or use shortened URLs to mask destinations in a misleading way.
- 3.2. The App must include a privacy policy and/or privacy notices which describe in reasonably adequate detail how the Client handles any End User data or API Content and personal information that may be collected from End Users via the API.

- 3.3. The Client must make it easy for End Users to disconnect or disassociate their account from the App, and the Client must not hide or obscure such functionality.
- 3.4. The following types of Apps are not permitted to using the API:
 - 3.4.1. Apps which attempt to replicate core functionality of AroFlo, such as an App which white-labels AroFlo's services; or
 - 3.4.2. Apps which facilitate the exporting of API Content for importation into an AroFlo competitor's product or service.
- 3.5. The App cannot replicate, frame or mirror the AroFlo website or its design.
- 3.6. The App must not:
 - 3.6.1. crawl or datamine the API Content without each relevant End User or End Users' consent;
 - 3.6.2. use the API to monitor the availability, performance or functionality of any AroFlo products or services, or for other benchmarking or competitive purposes; or
 - 3.6.3. be used in a way which lets End Users circumvent any restrictions or limitations placed on their account due to the type of AroFlo subscription plan they have.

Technical Limitations

- 3.7. The API is subject to limits including (but not limited to) size limits (a maximum amount of API Content or data being required per request), timeout limits (when a query runs for over a certain time frame), rate limits (number of times the API can be called per minute) and daily limits (number of API calls per day). The limits are set out on the AroFlo website <https://help.aroflo.com/display/IMSAPI/Limits>.
- 3.8. Any abusive or excessive use of the API (as determined by AroFlo) may result in the Client's temporary suspension or termination of access to the API. If the Client's use of the API is likely to generate a volume of API calls materially in excess of what an average API developer would generate, or above the limits for your particular App, the Client should contact AroFlo to discuss the App.

Advertising

- 3.9. The Client may place advertisements on and around the App. However, the Client must not:
 - 3.9.1. place any advertisements within AroFlo, and the Client's advertisements must not resemble or be reasonably likely to confuse users as being an AroFlo message;
 - 3.9.2. use API Content or any content from AroFlo in any advertisements or for purposes of targeting advertisements, in the App or elsewhere; or

- 3.9.3. use contact information obtained from AroFlo (including email addresses) to contact AroFlo users outside of AroFlo without their express permission.

Storage of API Content

- 3.10. The Client must not copy or store any API Content or capture or store any information expressed by the API Content (such as hashed or transferred API Content), except to the extent permitted by these Terms.
- 3.11. Where API Content is cached, the Client should refresh the cache at least every 24 hours.
- 3.12. All API Content should be stored and served using strong encryption.
- 3.13. The Client must delete all API Content collected from an End User upon request by that End User, and when the End User deauthorises the App or closes its account with AroFlo or the Client.

4. FEES

- 4.1. The API is currently provided for free, but AroFlo reserves the right to charge for the API in the future.

5. INTELLECTUAL PROPERTY

- 5.1. **Intellectual Property of AroFlo:** The Client acknowledges that AroFlo is the sole owner or the licence holder of the intellectual property that comprises the API including, for the avoidance of doubt, all patents, copyrights, trademarks, trade secrets and the right to register such protections.
- 5.2. **Intellectual Property of AroFlo and the End Users:** The Client acknowledges that AroFlo and the End Users retain all intellectual property rights in the API Content including, for the avoidance of doubt, all patents, copyrights, trademarks, trade secrets and the right to register such protections.
- 5.3. The Client shall not do anything inconsistent with the ownership or licence rights in clauses 5.1 and 5.2.
- 5.4. Subject to the foregoing, the Client retains all intellectual property rights in and to its App(s). The Client agrees that any feedback or comments concerning the API or API Content provided by the Client to AroFlo may be used, reproduced, licensed, distributed and exploited in any other way by AroFlo.

6. LIABILITY AND INDEMNITIES

6.1. Limitation of Liability

- 6.1.1. To the maximum extent permitted by the applicable law, AroFlo disclaims all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for

purpose and non-infringement of third party intellectual property rights or lack of malware for the API. Insofar as liability may not be excluded then such liability is limited at the exclusive option of AroFlo to either:

- (a) correction of defects in the API; or
- (b) the costs of having defects in the API repaired.

6.1.2. The Client acknowledges that AroFlo does not warrant that the API will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from the use of the API.

6.1.3. Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law or another legislation in respect of which liability may not be excluded.

6.2. Indemnities

6.2.1. AroFlo's liability for any loss or claim in relation to the API, these Terms or any other services supplied by AroFlo (whether under statute, contract, negligence or other tort, indemnity or otherwise) will not exceed the price paid by the Client under these Terms for the API.

6.2.2. Other than as provided in these Terms, each Party will at all times indemnify the other Party from and against any claim(s) or loss(es) arising out of or in any way connected with any proceedings commenced against the other Party where such claim or loss is caused by a breach by the first Party of its obligation under these Terms or any act or omission of the first party that is negligent, wilful or unlawful.

6.2.3. The Client indemnifies and holds harmless AroFlo against any loss, damage, liability or claim suffered by AroFlo in connection with:

- (a) any defects including bugs in either the services provided to the Client under these Terms or the API;
- (b) any negligent or fraudulent act or omission of the Client, any Users, any End User, the Client's personnel or any person authorised by the Client to use the API;
- (c) any claim brought by a third party against the Client or AroFlo arising out of the API or other services provided by AroFlo;
- (d) any claim brought by a third party that: (i) the grant or exercise of any licence of any intellectual property rights under these Terms or the supply or (ii) use of any AroFlo services, infringes the intellectual property rights or any other rights of any person; or
- (e) any death or injury to persons and any loss or claim to the real or personal property of the Client or a third party caused or contributed by an act or omission of the Client or any of its personnel.

6.2.4. Each Party will hold the other harmless of any claims by third parties, including all costs, expenses and legal fees incurred therein, arising out of or in conjunction with performance under or breach of these Terms.

6.2.5. Under no circumstances shall AroFlo be liable for any consequential, incidental, indirect, special, punitive or other damages arising in any manner whatsoever, out of the use or inability to use the services or the API by the Client, even if AroFlo has been advised of the possibility of such damages.

7. TERM AND TERMINATION

7.1. These Terms commence on the date the Client accepts these Terms and shall continue until terminated.

7.2. The Client can terminate these Terms at any time by ceasing to use the API, ceasing to use the API Content.

7.3. AroFlo may terminate these Terms immediately at any time by notice to the Client if:

7.3.1. the Client commits a breach of these Terms which is not capable of remedy;

7.3.2. the Client breaches these Terms and fails to remedy such breach within 5 days of the date of a notice in writing specifying the breach and requiring its remedy;

7.3.3. the Client commits any act of bankruptcy or insolvency;

7.3.4. a third party brings, or threatens to bring, proceedings against AroFlo with respect to any alleged infringement of third party intellectual property rights by AroFlo relating to the API;

7.3.5. a change of control occurs in relation to a Party.

7.4. AroFlo may terminate these Terms if AroFlo decides, in its absolute discretion, to discontinue the API.

8. EFFECT OF TERMINATION

8.1. Upon termination or expiry of these Terms:

8.1.1. the Licence shall immediately be terminated and AroFlo may immediately terminate the Client's access to the API; and

8.1.2. the Client will cease accessing the API and will delete all API Content except when doing so would cause the Client to violate any law or obligation imposed by a governmental authority.

8.2. **Survival of Termination**

Clauses 2.7 2.8, 5, 6, 9, 10 shall survive the expiry or termination of these Terms.

9. DISPUTE RESOLUTION

9.1. Any dispute or difference whatsoever arising out of or in connection with

these Terms shall, fourteen (14) days after notification is made of the dispute and in the absence of agreement to the contrary, be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

- 9.2. If a dispute or difference is not settled within thirty (30) days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

10. FORCE MAJEURE

- 10.1. In the event of a Force Majeure, including for the avoidance of doubt the following situations:

- 10.1.1. any condition or reasonably unforeseeable event which prevents the performance by AroFlo of its obligations or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable including, but not limited to:

- (a) war or warlike conditions, riot or civil commotion, terrorism, mobilisation insurrections;
- (b) import or export bans, blockades or embargoes;
- (c) statutory or union contract reductions in working hours, strike, lockout or other labour conflicts;
- (d) natural catastrophe, earthquakes, storms, floods, fires, epidemic; and

- 10.1.2. wholly or partially prevent or delay AroFlo from fulfilling its obligations under these Terms, AroFlo shall:

- (a) use reasonable endeavours to resolve the Force Majeure as quickly as practicable, but shall not be liable to resolve any of the aforementioned labour conflicts on terms not reasonably acceptable to AroFlo; and
- (b) notify the Client of the Force Majeure incident, its likely duration and the period (in AroFlo's opinion) of any consequent delays or other relevant events, and the said dates will be so extended unless the Client disputes the delay period within seven (7) days of the receipt of the notice in which case the Parties shall consult in an endeavour to agree upon a satisfactory extension of time and failing agreement, within seven (7) further days, either Party may refer the matter to dispute resolution pursuant to clause 11.8 herein.

11. ADMINISTRATIVE PROVISIONS

11.1. Severability

If any provision (or a part of it) of these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision

(or any part of it) of these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

11.2. Amendment

AroFlo may, at any time and at its discretion, vary these Terms by publishing varied terms on the Site.

11.3. Notices

All notices or other communications under these Terms shall be in writing and may be served personally, by pre-paid mail or by email to the address of each Party as disclosed by correspondence between the Parties in relation to these Terms. Service shall be deemed to have taken place:

11.3.1. by personal delivery on the date of such delivery;

11.3.2. by pre-paid mail at the close of business on the second business day after posting;

11.3.3. by email when the email is sent to the receiving party unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

11.4. Assignment

11.4.1. The Client must not assign or deal with the whole or any part of their rights and/or obligations under these Terms without the prior written consent of AroFlo.

11.4.2. Any purported dealing in breach of this clause has no effect.

11.5. Power, Rights and Remedies

Except as expressly stated to the contrary of these Terms, the rights, powers and remedies of a Party under these Terms are cumulative and are in addition to any rights, powers or remedies of that Party. Nothing in these Terms merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right or remedy that a Party may have at any time against the other Party to these Terms or any other person.

11.6. Waiver

Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

11.7. Relationship of Parties

These Terms are not intended to create a relationship between the Parties of partnership, joint venture, agency or employer-employee. Nothing in these Terms shall be construed to give any Party any right to enter into any commitments or incur liabilities on the part of the other Party.

11.8. Consents and Approvals

Where these Terms provide that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in these Terms, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

11.9. Further Assurance

Each Party must from time-to-time and in a timely manner, do all things reasonably required of it by another Party to give effect to these Terms.

11.10. Entire Agreement and Understanding

These Terms supersede all prior undertakings, arrangements and agreements and constitutes the entire agreement between the Parties in relation to the subject matter of these Terms and there are no conditions or other warranties affecting the Terms between the Parties other than those set out in these Terms.

11.11. Governing Law and Jurisdiction

These Terms are governed by the laws of Victoria and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

For any questions or notice, please contact AroFlo at:

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