API Terms

Introduction

These API Terms describe Your rights and responsibilities when accessing Remit One's available APIs and related API documentation, You may also be subject to Remit One's terms of use. Please do read everything carefully. By accessing or using Remit One's APIs, You agree to these Terms.

Remit One's APIs will evolve over time based on user feedback and continuous enhancement. These Terms are not intended to answer every question or address every issue raised by the use of Remit One's APIs.

Remit One reserves the right to change these Terms at any time, effective upon the posting of modified Terms. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the website, and in any event, You agree that Your continued use of the APIs after the changes become effective constitutes acceptance of the modified Terms.

If You are using the APIs on behalf of an entity, You confirm You have full authority to enter into these Terms on behalf of that entity (and all references to "You" in these Terms refer to that entity).

1. Definitions

"Agreement" / **"Terms"** means these API terms, and any associated or referenced policies and conditions.

"API" means Remit One's propriety Application Programming Interface.

"API Client" means Your website and application using or connecting to Remit One's APIs.

"Confidential Information" means all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including (a) Your access keys or logins for the APIs, any non-public elements of the APIs or any pre-release information about Remit One's services and (b) anything identified or marked as "Confidential" or "Proprietary" or that you should reasonably understand to be confidential or proprietary under the circumstances.

"Feedback" means any suggestions, comments or other feedback relating to Remit One Materials.

"Intellectual Property" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Remit One" means Remit One Limited which is a company incorporated in England with company number 06446656 with its registered office at Studio 15 Monohaus, 143 Mare Street, London E8 3FW, UK and all current and future global subsidiaries of Remit One Limited.

"Remit One Materials" means Remit One's APIs, products or services, brand features, and all related technology, websites and content, and any modifications or derivative works of the foregoing collectively.

"You" means the person who requests to use the APIs, and, where the context permits, includes any entity on whose behalf that person requests to use the APIs. "Your" has a corresponding meaning.

Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender.

2. Using Remit One APIs

You will only access (or attempt to access) an API by the means described in the documentation of that API. You will not misrepresent or mask either Your identity or Your API Client's identity when using the APIs.

You will comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of use with Remit One (or its affiliates).

When using the APIs, you may not:

- submit to Remit One's service any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature;

- defame, abuse, harass, stalk or threaten others, promote unlawful activities or send disruptive or offensive messages or advertisements;

- copy, reformat, reverse-engineer, or otherwise modify the API or related software, access credentials, or Remit One's content;

- download, scrape, post or transmit (in any form or means) any part of Remit One's content;

- sublicense Remit One's APIs for use by a third party;

- use user data to assist with any unsolicited marketing communication (electronic or otherwise) to any person;

- create an API or similar function designed to help You enhance Your API Client that functions substantially the same as any of Remit One's APIs and offer it for use by third parties;

- access the APIs for competitive purposes (including to connect to a competitive product or to create Your own competitive product) or publicly disseminate performance information or analysis (including uptime, response time and, or benchmarks) relating to the Remit One's APIs or service.

You will require Your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and these Terms.

3. API Call Limits

Remit One sets and enforces limits on Your use of the APIs dependant on the system edition as outlined in the below table and subject to change (e.g. limiting the number of API calls that You may make or the number of users You may serve). You agree to, and will not attempt to circumvent or exceed, such limitations. If You would like to use any API beyond these limits, You must obtain Remit One's express consent (and Remit One may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact support@remitone.com.

System Edition	Standard	Professional	Enterprise
Maximum Calls Per Day	10,000	17,000	35,000
Maximum Calls Per Minute	7	12	25

4. API Client

Remit One's APIs are designed to help You enhance Your API Client. You agree that Remit One may monitor use of the APIs to ensure quality, improve our products and services, and verify Your compliance with these Terms. This monitoring may include Remit One accessing and using your API Client, for example to identify security issues that could affect Remit One or its users. You will not interfere with this monitoring.

You will use commercially reasonable efforts to protect user information collected by Your API Client, including personally identifiable information, from unauthorised access or use and will promptly report to Your users any unauthorised access or use of such information to the extent required by applicable law.

API credentials (such as passwords, keys and client IDs) are intended to be used by You and identify Your API Client. You will keep Your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using Your credentials. API credentials may not be embedded in open source projects.

5. Intellectual Property

You understand and acknowledge that Remit One may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with Your API Client, and nothing in these Terms will be construed as restricting or preventing Remit One from doing so. In addition, in order to allow others to benefit from the APIs, You agree not to assert (or assist or encourage anyone in asserting) any patent claims against Remit One (or its users, customers partners or developers) where such patent claim relates to the integration, combination or interface of any applications, products or services with Remit One's products or services.

Remit One own all rights, title, and interest, including all Intellectual Property rights in the Remit One Materials. Except for the limited use right expressly granted to You under these Terms, Remit One does not grant You any right, title, or interest in the Remit One Materials.

You have no obligation to give us any Feedback relating to the Remit One Materials. If You provide us with Feedback, You grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in the Feedback) for any purpose, without any restriction or obligation to You based on Intellectual Property rights or otherwise.

You retain ownership of any Intellectual Property rights in Your API Client, subject to Remit One's rights in any underlying Remit One Materials.

You agree (where applicable or relevant) to provide us with a reasonable number of copies of or other access to your API Client. During the duration of these Terms You hereby grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, right and license, under all of Your Intellectual Property rights, to: (a) use, perform, and display Your API Client and its content for purposes of our internal testing purposes (including security testing) and for marketing, demonstrating, and making Your Application available to users; and (b) link to and direct users to Your API Client. Following the termination of these Terms and upon written request from You, Remit One will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to Your API Client from Remit One's website and Remit One's products and services. Remit One has no other obligation to delete copies of, references to, or links to Your API Client.

6. Confidential Information

Remit One may provide certain information to you that is Confidential Information. You may use such Confidential Information only for the purposes of these Terms. You may not disclose any Confidential Information to third parties, other than Your employees, agents and advisors with a need to know and for whom You agree to remain responsible under these Terms.

You should not disclose any information to Remit One that You consider to be confidential. To avoid any potential confusion, You agree that any unsolicited information You provide to Remit One in relation to the APIs will be non-confidential and that Remit One may use it under the same terms as for Feedback above. However, this Section does not apply to the extent You have entered into a separate non-disclosure agreement (NDA) or other confidentiality terms with Remit One addressing Your confidential information in relation to the APIs.

7. Disclaimer of Warranties

The APIs, Remit One services and all other Remit One Materials are provided "as is" and "with all faults". Remit One and its third-party licensors disclaim all representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose. Remit One makes no representation, warranty or guarantee (a) related to reliability, accuracy, or completeness of the APIs or any Remit One Materials, (b) that Remit One will continue to offer the APIs or (c) that use of any Remit One Materials will be secure, timely, uninterrupted, error-free or meet your requirements or expectations. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

8. Limitation of Liabilities

To the maximum extent permitted by law: (a) Remit One will not be liable for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business, costs of delay or any indirect, consequential, special, exemplary, punitive, or other liability related to the Remit One Materials or otherwise under these Terms, whether in contract, tort or

any other legal theory; and (b) in any event Remit One's entire aggregate liability under these Terms will be limited to the amount you paid us (if any) to use the APIs in the six (6) months preceding the claim. You acknowledge and agree that this section 8 reflects a reasonable allocation of risk and that Remit One would not enter into these Terms without these liability limitations. This section 8 will survive notwithstanding any limited remedy's failure of essential purpose.

9. Notices

Any notice given under these Terms by either party to the other must be in writing and may be delivered by personal delivery, post or email. Notices to Remit One must be to our address above or sent to billing@remitone.com or to any other email or address notified to You by Remit One. Notices to You will be sent to the email address You provided when setting up Your access to any of Remit One's products or services or the APIs.

10. Duration & Termination

These Terms remain in effect until terminated. You may terminate these Terms at any time by ceasing all use of the APIs and notifying Remit One. Remit One may terminate these Terms for any reason upon ten (10) days' notice to You. In addition, Remit One may suspend or terminate these Terms (or Your use of all or any of the APIs) immediately if Remit One believe You have violated these Terms, or Remit One believe the use of Your API Client is not in Remit One's users' best interests, if Remit One cease to offer access to APIs, or as required by Law.

Upon termination of these Terms:

- all rights and licenses granted to You will terminate immediately and You must stop using all Remit One Materials (unless you have a separate right to use them under another agreement with Remit One);

- neither party is liable to the other party just because the agreement has been terminated;

- You must permanently delete all Remit One Confidential Information and any other data which You stored pursuant to Your use of the APIs and, at Remit One's request, You will confirm such destruction.

11. Governing Law & Jurisdiction

This Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.