

SEMANTEX API TERMS OF SERVICE

These terms and conditions (this “Agreement”) form a legal agreement between you and Semantex, a division of Messagepoint Inc. (“Semantex”, “We” or “Us”). By clicking on the “I Agree” button You indicate that You agree on Your own behalf and on behalf of each entity for whose benefit You act (together “You” or “Your”) to this Agreement and that You may not use the Semantex API (as hereinafter defined) without agreeing to this Agreement first. If You have any questions or concerns about this Agreement, please contact Us at legalinfo@semantex.io. If, prior to using the Semantex API: (a) You decide You are unwilling to agree to this Agreement, do not click “I Agree”, or; (b) if You have already clicked “I Agree”, please contact Us at legalinfo@semantex.io to inform Us that You wish to terminate this Agreement and will not be using the Semantex API. Semantex and You are each a “Party” and collectively the “Parties” to this Agreement.

1. Thank you for Your interest in our Semantex API. Semantex will perform the Semantex API subject to the terms of this Agreement. The “Semantex API” is a set of content intelligence API services used to analyze content from any source. The term “Semantex API” does not include any applications owned by a third party (referred to in this Agreement as “Third Party Software”), whether or not the Third Party Software accompanies, is provided with, or operates in conjunction with, the Semantex API other than software, interfaces and firmware licensed by Semantex from a third party and incorporated into the Semantex API as an integral part of the Semantex API under Semantex’s brand name.
2. As further explained in this Agreement, Semantex grants a personal to You, temporary, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free, time limited license to access and use the Semantex API within the limitations indicated as “Free” set out at <https://semantex.io/pricing/>. There is no other agreement that governs Your use of the Semantex API. Changes to this Agreement are only effective if both You and Semantex agree to the changes in a written, signed document. Unless otherwise indicated to You in writing, upgrades to Semantex API provided to You (if any) will be deemed licensed to You on the same terms as this Agreement.
3. You acknowledge and agree that the Semantex API was: (a) developed at considerable time and expense by Semantex, and; (b) that the Semantex API contains confidential information including the trade-secrets of Semantex and its suppliers. This Agreement gives You no right to obtain from Semantex or its distributors any source code for the Semantex API, and, except to the extent that Semantex is expressly precluded by law from prohibiting these activities, You agree that neither You nor Your users will alter, modify, adapt, create a competing offering translate, deface, or Reverse Engineer the Semantex API, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same. For the purpose of this Agreement, "Reverse Engineer" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing data, software (including interfaces, protocols, machine learning models and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
4. You may stop using the Semantex API at any time with or without notice. Further, if you want to terminate this Agreement, You must provide Us with prior written notice and upon termination, cease Your use of the Semantex API. Semantex reserves the right to terminate this Agreement or discontinue the Semantex API or any portion or feature of your access thereto for any reason and at any time without liability or other obligation to You. Upon any termination of this Agreement or discontinuation of Your access to Semantex API, You will immediately stop using the Semantex

API and delete any cached or stored content that was permitted by this Agreement. Semantex will, in the normal course of Semantex's operations, permanently delete and destroy all Your data, provided however that Semantex reserves the right to preserve data if required to resolve a dispute or assert or defend any claim. All Your obligations arising prior to termination and those obligations relating to confidentiality, ownership and non-use shall survive termination. Semantex may independently communicate with any account owner whose accounts are associated with Your license hereunder to provide notice of the termination of Your right to use the Semantex API.

5. You shall have no right to receive software support and upgrades for the Semantex API and Semantex makes no commitment on availability of the Semantex API.
6. You agree to 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 Semantex API to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Semantex or its affiliates.
7. This Agreement shall be governed by the laws of Ontario, Canada excluding rules of private international law that lead to the application of the laws of any other jurisdiction and each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply. The courts of the province of Ontario, Canada have non-exclusive jurisdiction to hear the matters arising under this Agreement.
8. Semantex may assign this Agreement without notice to You. You shall not assign this Agreement without the prior written consent of Semantex (such consent may be withheld or conditioned at Semantex's discretion) and any assignment without Semantex's prior written consent shall be null and void and of no effect. Semantex may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.
9. You do not acquire any intellectual property or other proprietary rights, including without limitation patents, designs, trademarks, copyright or rights in any confidential information or trade-secrets, in or relating to the Semantex API. You agree that nothing in this Agreement shall adversely affect any rights and recourse to any remedies that Semantex may have under any laws in Your country or jurisdiction relating to the protection of Semantex's intellectual property or other proprietary rights. If you provide feedback or suggestions about the Semantex API, then We (and those We allow) may use such information without obligation to You.
10. If a court determines that any provision of this Agreement is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be regarded as excluded from this Agreement to the extent of such invalidity or unenforceability and the other provisions of this Agreement will remain in force and not be affected thereby.
11. Disclaimer.

(a) General Warranties.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, ENDORSEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

(b) Service(s)

- (i) EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, THE SEMANTEX API IS PROVIDED OR MADE ACCESSIBLE "AS IS" AND "AS AVAILABLE", WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY SEMANTEX.
- (ii) SEMANTEX DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER THAT UNINTERRUPTED USE OR OPERATION OF THE SEMANTEX API, CONTINUED AVAILABILITY OF THE SEMANTEX API, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO YOU WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

(c) Third Party Software.

- (i) WITHOUT LIMITING THE FOREGOING, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, YOU SPECIFICALLY AGREE THAT SEMANTEX IS NOT RESPONSIBLE OR LIABLE FOR, ANY VIRUSES OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY SOFTWARE OR THE TRANSMISSION THEREOF, THAT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY SOFTWARE SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

12. Limitation of Liability.

- (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL SEMANTEX BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC, COMMERCIAL, AGGRAVATED DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH THE SEMANTEX API, DOWNTIME COSTS, LOSS OF THE USE OF THE SEMANTEX API OR ANY PORTION THEREOF OR OF ANY THIRD PARTY SERVICES SOFTWARE, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN,

AND EVEN IF SEMANTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (ii) YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (i) THE TERMS HEREOF WOULD BE SUBSTANTIALLY DIFFERENT, AND; (ii) SEMANTEX'S ABILITY TO OFFER AND YOUR ABILITY TO RECEIVE AND USE THE SEMANTEX API WOULD BE IMPACTED.
13. You shall be solely responsible for the accuracy, quality and legality of any data You submit to the Semantex API and of the means by which You acquired such data. You will defend or settle any claim brought against Semantex arising from or related to (a) any data You submit to the Semantex API, including without limitation any infringement or violation by You of any proprietary right of any third party that is not affiliated with or related to Semantex, and (b) Your failure to comply in the conduct of Your business with applicable Privacy Laws in force from time to time, including, but not limited to, the Gramm Leach Bliley Act (1999), the Health Insurance Portability and Accountability Act (1996), the Personal Information Protection and Electronic Documents Act and Canada's Anti-Spam Law (S.C. 2010, c.23), each as may be applicable and each as may be amended and will indemnify Semantex against all damages and costs as incurred by Semantex.
14. You agree and understand that it may be necessary for Semantex to collect, use, process, transmit and disclose personal information in order to perform the Semantex API. By submitting personal information, which may include without limitation, name, email address, telephone number and information about Your software and hardware that You use to access the Semantex API, You consent to the collection, use, processing, transmission, and/or disclosure of such information by Semantex, Semantex's affiliated companies, and service providers retained by Semantex for: (a) the provision and Your use of the Semantex API and related products and services (if any), and to communicate with You (including for follow up surveys regarding the Semantex API and other Semantex products and services); (b) the internal use by Semantex and Semantex's affiliated companies for problem resolution and troubleshooting, to maintain and improve the Semantex API, and for the purposes which are set out in Semantex's privacy policy, which may be viewed at <http://www.messagepoint.com/company/about-us/> and is incorporated into and forms part of this Agreement; and (c) any purpose permitted or required by any applicable law or to which You consent. You further understand and agree that personal information may be collected, used, processed, transmitted, and stored in Canada, the United States, and any country in which Semantex, Semantex's affiliated companies and service providers retained by Semantex maintain facilities.
15. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently given if delivered by hand or sent by registered mail, courier, email or facsimile (provided that the receiver acknowledges receipt of the facsimile or email in some fashion or that an e-courier package is used to transmit the notice) addressed to the other Party at the addresses indicated by the Parties from time-to-time. Any such notices, requests, demands or other communications shall be deemed to have been delivered when received by the Party to whom they were addressed. All notices to Semantex shall be sent to: Semantex, a division of Messagepoint Inc., 207 Queens Quay West, Suite 802, Toronto, Ontario Canada M5J 1A7, Attention: CFO or CEO.

16. If You breach this Agreement, Semantex may, in addition to all other rights and remedies provided in this Agreement or by law, terminate this Agreement and cease providing the Semantex API.
17. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.