



E-Oscar System API License Agreement

This API License Agreement (the "Agreement") is a legally binding contract between you as Licensee ("You" or "Licensee" or "Organization" or "Registrant") and OLDE, and applies to your use of the various Application Programming Interface Services ("API Services") connected with and to the Online Solution for Complete and Accurate Reporting (the "e-OSCAR System" or "e-OSCAR"). For the purposes of this Agreement, "Registrant" has the meaning given to it in the Terms of Use and refers to You in Your capacity as a registered user of the e-OSCAR System. You represent and warrant that you have the right and authority to enter into this Agreement on your own behalf and on behalf your Organization. **By accepting this Agreement, either by accessing or using any e-OSCAR API, or authorizing or permitting any individual to access or use the e-OSCAR API on Your behalf, You agree to be bound by the terms of this Agreement.**

Licenses & Restrictions:

1. e-OSCAR Terms of Use. The terms of use ("Terms of Use"), under which You access and use the e-OSCAR System, as modified by OLDE from time to time, shall govern all access and use of the e-OSCAR system by You, including the access of and use of any and all API Services. This Agreement is intended to supplement the Terms of Use with regard to API Services and shall not be deemed to modify or amend the Terms of Use or Your obligations thereunder. You acknowledge and agree that the API licensed hereunder is a part of, and included within the definition of, the e-OSCAR System for purposes of the Terms of Use. With respect to matters not addressed in this Agreement, and/or in the event of a conflict between this Agreement and the Terms of Use, the Terms of Use shall control.
2. API License. Subject to the terms and conditions of this Agreement, OLDE grants to You a non-exclusive, non-transferable, non-sublicensable, limited license to use the Application Programming Interface ("API") solely in accordance with the terms of this Agreement ("API License"). The API License allows You to do only the following:
 - a. Access and use the API Services-related resources ("Resources") only for the purposes and in the manner expressly permitted by OLDE herein. OLDE Resources (as such term is used herein) include, but are not limited to, the API and resources for the processing of Automated Universal Data forms ("AUD(s)"), Automated Consumer Dispute Verifications ("ACDV(s)"), Block Rescission Requests ("BRR(s)"), and Notifications, plus any documentation, user guides, or specifications pertaining thereto;
 - b. Use such Resources for the foregoing purposes and subject to the restrictions set forth herein as necessary to conduct Your business; and
 - c. Execute Transactions (as defined in the Terms of Use) using the e-OSCAR System accessed via the Resources.
3. Any subset or combination of the permitted uses outlined in Section 2 above shall be deemed "Permitted Use". Permitted Use is subject to all terms set forth in this Agreement. To enable Your Permitted Use, OLDE will provide You with a confidential identification code, token, and/or User ID that shall permit You to use the API. The User ID will remain the property of OLDE and may be revoked or terminated by OLDE immediately if You fail to keep it confidential (for example by sharing it with any third party), if compromised in any way, or if You use or access the Resources in a manner not expressly permitted under this Agreement.
4. General License Conditions and Restrictions. You agree that You will not use the Resources in any way not expressly permitted under this Agreement. Nor may You use any alternative means such as robots, spiders, scraping or other technology to access, query, or use the e-OSCAR System or any other web site owned or operated by OLDE or Resources except as expressly permitted pursuant to this Agreement or the Terms of Use. You may not distribute, facilitate, enable or allow access or linking to the Resources without OLDE's express consent.

5. Specific Prohibitions: Notwithstanding anything to the contrary in this Agreement, You are specifically prohibited from doing any of the following:
 - a. You shall not sell, sublicense, or disclose access to any part of the Resources, Resource Materials, or your User ID to any third party;
 - b. You will not modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Resources; and
 - c. You will not remove any trademarks, logos, copyright notices, proprietary notices or labels displayed on any Resource materials, the Resources, or any OLDE website.

Intellectual Property:

6. Resources and IP Ownership. Except as otherwise expressly provided in this Agreement, OLDE retains all rights, title and interest in and to all intellectual property (including without limitation to all patent, trademark, copyright, trade dress, trade secrets, database rights, and all other intellectual property rights) embodied in or associated with these API Services, Resources, associated technology, and any content created or derived there from. This Agreement does not create any implied licenses and OLDE expressly reserves all rights not expressly assigned to You through this Agreement. You shall not take any action inconsistent with OLDE's ownership of these API Services or Resources.
7. No Sublicensing or Assignment. Any license rights granted hereunder are granted exclusively to You and may not be sublicensed, transferred, or assigned (except as otherwise provided herein) without prior written consent from OLDE, which may be withheld at its sole discretion.

Fees

8. Onboarding Fees. You agree to pay OLDE a basic Professional Services Support fee \$2500.00 for the implementation of API Services, invoiced and due when you request to participate in UAT. You acknowledge and agree that all Onboarding Fees are non-refundable.
9. Service Fees. OLDE will charge, and you agree to pay, a monthly API Services support fee based upon our estimated number of API Calls per month based upon analysis of your 12-month transaction patterns in the e-OSCAR application. An initial API Pricing Tier analysis will be provided prior to your launch of API Services in production and evaluated at 90 days post production go-live. OLDE will adjust, as needed, your pricing tier at that time. Your API Services pricing tier will be reevaluated annually on your production anniversary, and adjusted as needed. OLDE will provide You with at least thirty (30) days' advance notice of any change to Your API Pricing Tier resulting from an annual or interim reevaluation under this section.

Term and Termination

10. Term. This Agreement is effective upon Your acceptance as described in the preamble above and shall continue in effect until terminated in accordance with this section.
11. Termination. OLDE reserves the right to terminate this Agreement, the API Services or access to the Resources at any time and for any reason in its sole and exclusive discretion. OLDE will endeavor to provide advanced notice of any termination unless impracticable or unreasonable under the circumstances. You may terminate this Agreement by providing OLDE with at least thirty (30) days' advance written notice, which notice may be delivered by email.
12. Effects of Termination. Upon termination of this Agreement, the API Services or access to the Resources, Your identification code, token, and/or User ID will be revoked and the API license and all licenses granted pursuant to this Agreement will immediately terminate unless such licenses are expressly stated as surviving. Termination of this Agreement has no impact on the Terms of Use.

13. Survival. Notwithstanding termination of this Agreement, the API Services or access to the Resources, Sections 1, 6, 7, 9, 11, and 19-27 of this Agreement will survive and remain binding.

Security, Stability, and Service Levels

14. Security & Stability. OLDE reserves the right to change Your method of access to the API Services and/or Resources at any time to ensure the safety and security of its environment. In the event of degradation or instability of the API Services, Resources, the e-OSCAR System or in an emergency, You acknowledge and agree that OLDE may, in its sole and absolute discretion, temporarily suspend Your access to the API Services and/or Resources in order to minimize threats to and protect the operational stability and security of the e-OSCAR System. Nothing in this Section limits OLDE's separate right under Section 15 to throttle or rate-limit Your access short of full suspension.
15. Service Levels. OLDE does not guarantee that the API Services, Resources and/or e-OSCAR System will be available twenty-four hours per day. OLDE will provide advance notice of system maintenance or outages where feasible.
16. Rate Limiting. OLDE reserves the right, at any time and in its sole and absolute discretion, to limit, throttle, or otherwise restrict the rate and volume of API calls made by You or on Your behalf, including where OLDE determines that Your use of the API Services, Resources, or the e-OSCAR System (a) causes or threatens to cause material harm, degradation, or negative impact to the e-OSCAR System, the API Services, or other Registrants, or (b) otherwise deviates materially from Your expected or historical usage patterns. OLDE may apply such limitations to Your access specifically, without affecting other Registrants, and may do so with or without prior notice where OLDE determines advance notice is impracticable under the circumstances. OLDE's determination as to the existence of material harm, degradation, or impact shall be conclusive. Throttling under this Section is a discretionary remedy independent of, and does not require, suspension under Section 13, and OLDE may impose, escalate, modify, or lift such limitations as it deems appropriate. OLDE will restore standard rate limits once it determines, in its discretion, that all conditions giving rise to the limitation have been resolved as it deems appropriate.
17. Monitoring. OLDE may monitor, log, and analyze Your access to and use of the API Services and Resources, including call volume, frequency, error rates, and usage patterns, for purposes of maintaining the security, stability, and performance of the e-OSCAR System and enforcing this Agreement.
18. API Changes. OLDE may modify, update, version, or deprecate the API Services or Resources at any time. Where OLDE determines that a change is reasonably likely to require modification to Your integration, OLDE will endeavor to provide advance notice through the e-OSCAR Website, API documentation, or direct communication where feasible. OLDE may provide up to six (6) months of backward compatibility with prior API versions.

Data Security and Compliance

19. You are solely responsible for maintaining the security of Your systems, credentials, and connections used to access the API Services, and for ensuring that Your use of the API Services and handling of any data obtained therefrom complies with all applicable laws, including the Fair Credit Reporting Act and applicable state and federal data privacy and security laws. You will notify OLDE promptly, and in no event later than twenty-four (24) hours, of any actual or suspected unauthorized access to or compromise of Your User ID, credentials or the Resources.

API-Third Party Products

20. API Services may provide You with access to, be integrated with, or contain links or references to, products, services, data, information, or other materials which are provided or operated by third parties (collectively, "Third Party Products"). In such cases, OLDE only provides API Services or Resources for connecting these Third Party Products to the API Services provided by OLDE hereunder, and does not provide the Third Party Product itself.

21. Any exchange of data between You and any third party provider of a Third Party Product ("Third Party Service Provider") is solely between You and the applicable Third Party Service Provider. By integrating with a Third Party Product, You acknowledge and agree that: (a) Your data may be shared with the Third Party Service Provider, and (b) OLDE shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever from any loss or damage in connection with the data we provide to such Third Party Service Provider on Your behalf.

Disclaimer of Warranties

22. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO THE API SERVICES AND/OR RESOURCES AND YOUR USE OF THE SAME IS PROVIDED HEREUNDER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OLDE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE API, RESOURCES OR API SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR TERMS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. OLDE DOES NOT REPRESENT OR WARRANT THAT THE API SERVICES AND/OR ASSOCIATED DOCUMENTATION (i) WILL BE ACCURATE OR COMPLETE, OR (ii) WILL MEET YOUR REQUIREMENTS, OR (iii) THAT THE OPERATION OF THE API SERVICES AND/OR RESOURCES WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE, OR (iv) THAT THE API SERVICES AND/OR RESOURCES SHALL OPERATE SECURELY OR WITHOUT INTERRUPTION, OR (v) THAT YOUR DATA, HARDWARE OR SOFTWARE WILL NOT BE LOST OR CORRUPTED, OR (vi) THAT ANY API SERVICES OR RESOURCES WILL MEET ANY RESPONSE TIMES OR WILL NOT EXPERIENCE ANY ACCESS DELAYS OR INTERRUPTIONS, OR OTHER PERFORMANCE ISSUES.
23. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OLDE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE API SERVICES, OR THE RESOURCES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF OLDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OLDE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE, THE LESSER OF (A) THE TOTAL FEES PAID BY YOU TO OLDE UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) FIVE HUNDRED DOLLARS (\$500).

Indemnification

24. You agree to indemnify OLDE against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which OLDE may incur as a result of any third party actions (court, arbitration, or otherwise) arising from or relating to: (a) Your or Third Party Service Provider's use of the API Services and/or Resources in excess of the rights granted herein or other than as authorized herein, or (b) resources, technology or services provided by You or others on your behalf. Your agreement to indemnify OLDE herein includes the obligation to provide full legal defense to OLDE upon tender by OLDE, regardless of the outcome of any action or proceeding.

General

25. Governing Law, Settlement of Disputes, Venue. Except where otherwise required with respect to a Governmental Agency,
- The interpretation of this Agreement will be governed by the law of the State of New York; and
 - Any disputes hereunder shall be resolved in accordance with the dispute resolution provisions of the Terms of Use (Section 12.5(a)(2)).



26. **Publicity and Confidentiality.** You agree not to make any public statement regarding the terms of this Agreement, any aspect thereof, or of the API Services and/or Resources without OLDE's prior written approval, which may be withheld at its sole discretion.
27. **Independent Contractors.** This Agreement does not create, and nothing contained in this Agreement shall be deemed to establish, a joint venture between the parties, or the relationship of employer-employee, partners, principal agent, or the like.
28. **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.
29. **Notice.** Any notice under this Agreement will be given in writing by personal delivery, facsimile transmission, e-mail, or U.S. Mail, directed to OLDE at the address or fax number provided on the e-OSCAR Website, or directed to You or your Organization at the address or fax number submitted by you or your Organization with your e-OSCAR registration. All notices will be effective upon receipt. In the case of transmission by facsimile or e-mail, receipt will be deemed to occur when the transmission is received by the Your facsimile machine or Internet service provider.
30. **Entire Agreement; Waiver.** This Agreement sets for the entire understanding and agreement of the parties regarding the API Services and Resources, and supersedes any and all oral or written agreements or understandings between the parties, as to the API Services and Resources, except to the extent that this Agreement incorporates the OLDE Terms of Use as described herein. The waiver by OLDE of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, as a duly authorized representative of _____, Registration ID _____, I accept the Terms of this API License Agreement on behalf of my Company.

Signature _____
Name _____
Title _____
Date _____