

#### **API TERMS OF USE**

#### Effective as of 9/30/2025

These API Terms of Use ("API TOU") govern the operational use of the POSaBIT API and developer tools. They are incorporated into and form part of the POSaBIT API License Agreement (the "Agreement"). In the event of any conflict between this API TOU and the Agreement, the Agreement controls.

#### 1. API Access & Documentation

API keys, authentication methods, and technical requirements are provided through the POSaBIT Developer Portal. Use of the API requires valid credentials issued by POSaBIT. Integrator must keep credentials secure and comply with all authentication requirements.

### 2. Versioning & Deprecation

POSaBIT may update or deprecate API versions from time to time. Notice of material changes will be provided through the Developer Portal or via email at least [60] days prior to deprecation of an existing version. Integrators are responsible for migrating to supported versions.

# 3. Usage Limits & Throttling

API usage is subject to call caps and throttling rules as described in the Developer Portal. Default limits include: 300,000 calls per month for Basic tier integrators, with higher or custom limits for Enterprise tier integrators. Exceeding limits may result in HTTP 429 errors, temporary suspension, or overage fees as described in the Agreement.

# 4. Data Access Categories

Integrator's access is limited to specific data categories enabled under its Agreement or Order Form. Data categories include, but are not limited to, Product Inventory Data, Basic Sales Data, Customer Data (PII), Discount Data, Detailed Sales Data, Loyalty Program Data, and Customer Demographics. POSaBIT may update the classification or availability of data categories from time to time.

## 5. Consent Workflow

Integrator must use the approved consent mechanisms provided by POSaBIT (such as in-product toggles or confirmation APIs). Merchants may revoke consent at any time, and Integrator must immediately cease processing affected data.

Integrator remains solely responsible for ensuring that valid consent has been obtained and maintained in compliance with law and the Agreement.

## 6. Monitoring & Enforcement

POSaBIT monitors API usage for abuse, fraud, or violations of limits. Integrator agrees to cooperate with audits and monitoring. POSaBIT may suspend or revoke access if Integrator exceeds limits, misuses data, or otherwise breaches these terms.

### 7. Support & Maintenance

Support is available through the Developer Portal, email, and status page. Severity-based response times and maintenance windows are published in the Developer Portal. Integrator is responsible for reviewing notices and updates posted there.

# 8. Security Requirements

Integrator must implement industry-standard security practices, including TLS encryption in transit, multi-factor authentication, and least-privilege access controls. Integrator shall not attempt to re-identify or reverse engineer anonymized data. Any security incidents must be reported promptly to POSaBIT.

### 9. Updates to this API TOU

POSaBIT may update this API TOU from time to time. Material changes will be communicated via email or the Developer Portal. Continued use of the API after changes take effect constitutes acceptance of the revised API TOU.