

BridalLive API Terms of Service Agreement

1. Acceptance of Terms

This BridalLive API Terms of Service document (the “**API TOS**”) is an agreement you must accept in order to use the BridalLive API (as described below). This document describes both your rights and your obligations as part of using the BridalLive API. It is important that you read it carefully because you will be legally bound to these terms. Grey Ghost Software, LLC d/b/a BridalLive (“**BridalLive**” “**we**” “**us**”) only provides the BridalLive API to you subject to this API TOS. By accepting this API TOS or by accessing or using the BridalLive API, you agree to be bound by this API TOS (including the Privacy Policy [<http://app.bridallive.com/privacy.html>] and general Terms and Conditions of Use [<http://app.bridallive.com/terms.html>], which are incorporated here by reference). If you are entering into this API TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this API TOS. In that case, the terms “**you**” or “**your**” shall also refer to such entity. If you do not have such authority, or if you do not agree with this API TOS, you may not use the BridalLive API. You acknowledge that this API TOS is a contract between you and BridalLive, even though it is electronic and is not physically signed by you and BridalLive, and it governs your use of the BridalLive API.

2. Definitions

Application – Any software application, website, or product you create or service you offer using the BridalLive API (defined below).

API Documentation – The documentation, data and information that BridalLive provides regarding the use of the BridalLive API.

BridalLive API or “our API” – The publicly available BridalLive Application Programming Interface (“API”) as well as the related API Documentation.

BridalLive Brand – The BridalLive brand and brand assets, including names, logos, trade names and trademarks.

BridalLive Service(s) – BridalLive’s all-in-one IT solution for bridal and formal wear retail businesses, including point of sale, inventory and ordering, marketing, scheduling and event management services and related systems and technologies, as well as the website <http://www.BridalLive.com> (the “Site”), and all software, applications, data, reports, text, images, and other content made available by or on behalf of BridalLive through any of the foregoing. The “Service” does not include User Content or any software application or service that is provided by you or a third party (including Applications).

3. API License

As long as you follow this API TOS, BridalLive grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the BridalLive APIs with your Application. Your license is subject to the limitations set forth in this API TOS and you

agree that violation of the terms of this API TOS will automatically terminate your license to use the BridalLive APIs.

4. Use of API The following identifies limitations on use related to the BridalLive API:

Reliance on API. BridalLive is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviors.

Applicable laws or agreements. You may not use the BridalLive API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or BridalLive's other agreements to which you are subject.

Scope of acceptable use. You may not use the BridalLive API or any other technology in a manner that accesses or uses any information beyond what BridalLive allows under this API TOS or the Documentation; that changes the BridalLive Service; that breaks or circumvents any of BridalLive's technical, administrative, process or security measures; that disrupts or degrades the performance of the BridalLive Service or the BridalLive API; or that tests the vulnerability of BridalLive's systems or networks.

Malware. You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

Reverse engineering. You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the BridalLive API or portion thereof.

Functionality. You may not use the BridalLive API to replicate or compete with core products or services offered by BridalLive. You acknowledge and agree that BridalLive has or may in the future offer products or services that are similar to your Application, and nothing will prevent BridalLive from doing so.

Commercial Use. You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the BridalLive API.

Rate Limits. You will not attempt to exceed or circumvent limitations on access, calls and use of BridalLive API, or otherwise use the BridalLive API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this API TOS or the API Documentation.

Use for promotion of gambling or adult content. You may not use the BridalLive APIs in any Application that includes adult content, promotes

gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation.

Distribution of your application. You may not distribute or allow access to the BridalLive APIs to anyone other than, if applicable, the company on whose behalf you entered into this API TOS.

Use of BridalLive Brand or Marks. You must not use the BridalLive Brand in a way that suggests your service is endorsed by, sponsored by, or associated with BridalLive.

5. Your User Agreement and Privacy Policy

If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact BridalLive or BridalLive's other customers.

6. Security Measures

Protections. The network, operating system and software of your web servers, databases, and computer systems (collectively, "**Your Systems**") must be properly configured to securely operate your Application and store data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

Reporting. You must promptly report any security deficiencies in, or intrusions to, your Systems to BridalLive in writing via email to help@bridallive.com. This includes any unauthorized access, use, disclosure or destruction of data. You will work with BridalLive to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the BridalLive APIs or Services, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from BridalLive in each instance.

7. Ownership.

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) BridalLive API, API Documentation, and all elements and components thereof; (2) BridalLive Services; and (3) BridalLive Brand (collectively, the "BridalLive Materials"). The only exception to this is User Content that you as a BridalLive user have licensed to BridalLive under general Terms and Conditions of Use. Except for the express licenses granted in this API TOS, BridalLive does not grant you any right, title, or interest in the BridalLive Materials.

8. Term and Termination

Duration of Terms. This API TOS will go into effect on the date upon which you agree to them, by accessing or using the BridalLive API, and will continue until terminated as set forth herein.

Your Right to Terminate. You may terminate this API TOS at any time by discontinuing use of the BridalLive API.

Suspension; Termination. We may change, suspend or discontinue the BridalLive API and suspend or terminate your use of the BridalLive API at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the BridalLive API if it, in our sole discretion, may negatively affect our BridalLive Services or our ability to provide our Services.

9. **Legal Representations.** You represent and warrant to BridalLive that, excluding BridalLive Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by BridalLive and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.
10. **Modification of the API TOS.** We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOS, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the BridalLive API. If any change is unacceptable to you, then your only recourse is to cease all use of the BridalLive API. Your continued access or use of the BridalLive API will mean that you agree to the updates and modifications.
11. **Disclaimer of Warranties; Limitation of Liability; Indemnity**

NO WARRANTIES. THE BRIDALLIVE API AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND BRIDALLIVE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT BRIDALLIVE DOES NOT WARRANT THAT THE BRIDALLIVE 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 USE OF THE BRIDALLIVE API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM BRIDALLIVE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TOS.

LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO

LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BRIDALLIVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, FIVE HUNDRED (\$500) U.S. DOLLARS, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

12. General Legal Terms

Choice of Law; Dispute Resolution This API TOS shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions. Any legal action or proceeding arising out of or relating to these API TOS, the BridalLive API or the BridalLive Services shall be exclusively subject to the jurisdiction of the federal courts of the United States of America for the Northern District of Georgia and/or the state courts of Georgia located in Atlanta, Georgia.

Severability. If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.

Entire Agreement. This API TOS and any documents incorporated into this API TOS by reference, constitute the entire agreement between you and BridalLive regarding the BridalLive APIs and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this API TOS.

No Informal Waivers, Agreements, or Representations. Our failure to act with respect to a breach of this API TOs by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

Assignment. You may not assign or delegate any rights or obligations under this API TOS, other than in connection with the sale of your business. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this API TOs, fully or partially without notice to you.

How to Contact Us. If you have questions or comments about this API TOS, or wish to make use of our BridalLive API in any way not permitted by this API TOS, please contact us via email at help@bridallive.com.

June 1, 2016