Eftsure API Service Addendum
Version 1.0 (31 December 2024)

1.   Service description

1.1   **Setup Service description -** Eftsure will provide You with the Setup Service for the API Integration, which is limited to:

(a)   setting up and configuring a Sandbox that enables You to build, test and deploy Your API Integration;

(b)   allowing You to generate the API Credentials in accordance with Section 1.3;

(c)   providing You with access to the Technical Documentation; and

(d)   subject to Section 1.4, providing You with reasonable technical support during the building, testing and release phases of the API Integration.

1.2   **API service description -** Eftsure will:

(a)   make available to You the API, solely for the purposes of enabling You to:

(i)   in the case of the Sandbox, test the API Integration; and

(ii)   in the case of the Production Environment, use and operate the API Integration,

in accordance with the Technical Documentation (each, a **Permitted Purpose**);

(b)   notify You of any updates or upgrades to the API (each, an **API Upgrade**), and prior to releasing any API Upgrade in the Sandbox or Production Environment (as applicable), Eftsure will:

(i)   use reasonable endeavours to ensure that the API, with the API Upgrade, is "backward compatible" with the API Integration; and

(ii)   in the event that the API (with the API Upgrade) is not "backward compatible" with the API Integration, provide You with reasonable notice to enable You to make all necessary adjustments to the API Integration to ensure that it continues to be compatible with the API, prior to Eftsure releasing the API Upgrade;

(c)   upon Your request, provide you with reasonable technical support, in accordance with Section 4, solely for the purpose of enabling You to facilitate any activities in accordance with the Permitted Purpose;

(d)   in the event of any non-compliance of the API with the functional specifications of the API set out in the Technical Documentation (each, an **API Error**), use reasonable endeavours to rectify the API Error, which You have identified and requested Eftsure to rectify, provided that You can demonstrate to Eftsure that such API Error caused the API to malfunction or adversely impact the operation of the API Integration; and

(e)   without limiting Section 1.3(h), upon Your request, or otherwise on the expiry or termination of this Agreement, deactivate:

(i)   Your access to the Sandbox and, following Sandbox deactivation, take reasonable steps to delete any of Your test data stored on the Sandbox, except any test data that Eftsure is required to retain under applicable law;

(ii)   Your access to the Production Environment; and/or

(iii)   the Eftsure API Credentials.

1.3   **Eftsure API Credentials**

(a)   You must not and You must ensure that Your Integration Developer and Your Integration Developer Personnel do not:

(i)   access or use, or attempt to access or use, the API; or

(ii)   enable, or attempt to enable, Your Other Software to access the API via Your API Integration,

using or otherwise relying on credentials that are different from the Eftsure API Credentials.

(b)   Eftsure will allow You to generate the Eftsure API Credentials.

(c)   You must keep the Eftsure API Credentials secure, confidential and inaccessible to all other third parties and must immediately notify Eftsure if the confidentiality or security of the Eftsure API Credentials are

compromised. Eftsure will not be liable for any disclosure of, or the provision of access to, the Eftsure API Credentials by You to any person (whether intentional or unintentional and whether or not that person is authorised or unauthorised by You to receive or access the Eftsure API Credentials).

(d) notwithstanding Section 1.3(c), if You have an Integration Developer:

   (i) You may disclose the Eftsure API Credentials to Your Integration Developer;

   (ii) You must ensure Your Integration Developer and Your Integration Developer Personnel do not use or disclose the Eftsure API Credentials, other than to enter the Eftsure API Credentials into Your Other Software, on Your behalf and for Your sole benefit, for the applicable Permitted Purpose;

   (iii) Eftsure may, at its sole discretion and by written notice to You, revoke its agreement to allow Your Integration Developer to use the Eftsure API Credentials if it reasonably believes that Your Integration Developer or Your Integration Developer Personnel are acting in a manner that may cause harm to the Eftsure Services or Eftsure's reputation or business operations; and

   (iv) You must provide the names, addresses and corporate identifiers of Your Integration Developer to Eftsure upon request.

(e) You acknowledge and agree that the holder of the Eftsure API Credentials may have unrestricted access to Your Data, and may delete, replace and modify, Your Data.

(f) You are solely responsible for:

   (i) the acts and omissions of Your Integration Developer and Your Integration Developer Personnel as if they were You, and where Eftsure suffers any loss and/or damage in connection with the acts or omissions of Your Integration Developer or Your Integration Developer Personnel, Eftsure may recover all such loss and/or damage from You to the same extent as if the acts and omissions were Your own;

   (ii) without limiting Section 1.3(f)(i), all and any use of the Eftsure API Credentials, whether by You, Your Integration Developer, Your Integration Developer Personnel, the owner or operator of Your Other Software, or by any other person to whom You disclose, or who accesses, the Eftsure API Credentials (**Eftsure API Credentials Use**);

   (iii) all and any losses, damages, costs, fines, expenses, claims and liabilities that You incur as a result of the Eftsure API Credentials Use; and

   (iv) all and any consequences of any authorised and unauthorised access to Your Data in connection with the Eftsure API Credentials Use, including but not limited to, the deletion, replacement, modification, loss of integrity of or falsification of any of Your Data (which, for clarity, may include, but is not limited to, payee data such as payee contact details and bank account details).

(g) In the event of any unauthorised use of the Eftsure API Credentials or use thereof in breach of this Agreement, You must immediately notify Eftsure.

(h) Eftsure reserves the right to deactivate any Eftsure API Credentials if Eftsure reasonably believes that the security of any of the credentials have been compromised at any time or from time to time.

1.4 **Exclusions** - Eftsure is not responsible for:

(a) creating or storing backup copies of any data uploaded to the Sandbox or checking the integrity of that data for any purposes, and You acknowledge that Eftsure has no obligation under this Agreement or otherwise to

provide You with a data backup facility or service or access to any backups of Your Data in the event that such backups exist;

(b) constructing, developing or designing any tools, methodologies, computer or software code or programming materials to build the API Integration;

(c) testing or validating the API Integration for security, compatibility, performance or for any other purposes;

(d) assessing or determining whether the API Integration complies with any general requirements or Your specific functional or technical requirements;

(e) the API Integration, which for the purposes of this Section 1.4(e) encompasses without limitation:

(i) ensuring that the Eftsure Services interoperates correctly with Your Other Software in a manner that is error or defect free and/or free from viruses or other malicious code; and

(ii) maintaining or updating the API Integration;

(f) ensuring that the API Integration transfers information and data securely and accurately from the Eftsure Services to Your Other Software or from Your Other Software to the Eftsure Services;

(g) addressing or responding to:

(i) errors related to API calls;

(ii) failed API requests; or

(iii) invalid or incomplete data transmitted via API calls,

caused by Your API Integration;

(h) making available or deploying any fix, patch, update, release or other enhancement to maintain the performance, or ensure the security of the API Integration; and

(i) except as otherwise expressly provided in this Agreement, providing any services to You not related to, or connected with, the Eftsure API Service,

(individually and together, the **Exclusions**).

The Exclusions fall outside the scope of any Eftsure Service. You are solely responsible for managing, performing (or obtaining third party services to manage or perform), the Exclusions.

2. *API usage*

2.1 You must use, and must ensure that all Users use and access, the API and the Eftsure API Credentials only for the applicable Permitted Purpose, and then only in a manner that strictly complies with:

(a) this Agreement;

(b) any Technical Documentation; and

(c) Eftsure's reasonable directions with respect to accessing or using the API (including, without limitation, Eftsure's API fair usage directions).

2.2 Eftsure may monitor the use of the API to ensure compliance with Section 2.1.

2.3 You are responsible for the accuracy of all data and information in any API requests submitted to Eftsure.

2.4 You must not and You must ensure that any Users do not:

(a) do anything that would impair the performance or normal operation of the API;

(b) carry out, or permit Your Integration Developer to carry out, any penetration testing or vulnerability scans on the API;

(c) upload or enter 'live data' into the Sandbox (including, but not limited to, data that includes personal information);

(d) undermine or circumvent any organisational or technical security measures applied to the API or Eftsure Services;

(e) use or refer to (or attempt to use or refer to), or enable a third party to use or refer to, the Eftsure API Service or API for the purpose of developing any software, solution or product which has the same or any similar functionality, or that competes with, any product or service offered by Eftsure;

(f) make any API calls or requests (whether or not excessive, malicious or repeated) for the purpose of extracting, siphoning, copying,

downloading, storing, transferring, distributing, licensing, making accessible to others and/or otherwise commercially exploiting, any data held by Eftsure (including, without limitation, data held in Eftsure's database), except to the extent expressly permitted under this Agreement;

(g) attempt to copy, download, store, use or modify any data received by You or Your Other Software from Eftsure via the API Integration for any purpose other than obtaining the benefit of the Eftsure Services; or

(h) issue an unreasonable number of API requests within a short period of time. The word "unreasonable" in this context means any API usage that, in Eftsure's sole determination, risks disruption, overloading or degrading the performance, integrity or availability of the API, any of the Eftsure Services or any component of the Eftsure Services (for example, the Eftsure database), including where such usage triggers alerts or similar notifications of excessive load on any of Eftsure's firewalls or other systems. In the event of unreasonable usage, Eftsure reserves the right to immediately suspend Your access to the API without prior notice until the cause of the unreasonable usage has ceased. Eftsure may also modify or implement usage limits, thresholds or monitoring mechanisms at its sole determination to protect the integrity and stability of the Eftsure Services and/or to prevent any unreasonable usage of the API.

2.5 Eftsure may limit or suspend Your access (and where applicable, Your Integration Developer's and/or Your Other Software's access) to the API or the Eftsure Services where Eftsure reasonably believes that You or any User has breached, or is likely to breach, any provision of this Agreement. Eftsure is not required to remove any limitation or suspension until it is reasonably satisfied that the breach has been remedied.

3. API service levels

3.1 Sandbox environment availability

Due to the nature of the Sandbox, Eftsure will not provide any service levels for the Sandbox. You acknowledge that the Sandbox may experience regular downtime,

including but not limited to unexpected outages. You must not make any claim against Eftsure associated with any such downtime.

3.2 Live API uptime/availability

The Production Environment will have a quarterly uptime/availability of 99.9%. This excludes any downtime caused or contributed to by:

(a) a circumstance or event beyond Eftsure's reasonable control;

(b) Your breach of this Agreement (or the breach of this Agreement by any other person who You are responsible for, including, but not limited to, Your Integration Developer, Your Integration Developer Personnel and the owner or operator of Your Other Software); or

(c) planned or unplanned maintenance.

3.3 API status

(a) Eftsure will provide You with access to the Status Page for You to monitor the current availability status of the API.

(b) Eftsure will update the Status Page during outages or planned or unplanned maintenance events that affect the API.

3.4 Planned and unplanned maintenance

(a) **Planned maintenance** - Eftsure will provide You with reasonable notice of any planned maintenance affecting the Production Environment.

(b) **Unplanned maintenance** - In the event of unplanned downtime or outages of the Production Environment, Eftsure will use its best endeavours to restore the Production Environment within a reasonable period of time and will notify You via updates to the Status Page as soon as practicable.

4. Support

Eftsure will provide You with help desk email technical support, on and from deployment of the API into the Production Environment, for the Eftsure API Service during Business Hours and in response to Your request for such support.

Support requests can be sent to customersupport@eftsure.com.au (if You are

contracting with Eftsure AU) or customersupport@eftsure.com (if You are contracting with Eftsure US).

5.   *Liability and indemnity*

5.1   Eftsure is not liable for any loss, damage, claim, expense or other liability that You or any User suffers or incurs in connection with the API Integration, except to the extent caused by Eftsure's failure to provide the Eftsure API Service in accordance with this Service Addendum (and subject to the exclusions and limitations of this Service Addendum) or Eftsure's contravention of any non-excludable guarantee implied in this Agreement under applicable law.

5.2   To the extent that a party's liability in respect of any matter under:

(a)   this Service Addendum is excluded to a greater extent than its liability in respect of that matter is excluded under the Eftsure Terms of Service, its liability for that matter is excluded to the maximum extent possible by non-excludable applicable law under this Service Addendum; and

(b)   the Eftsure Terms of Service is excluded to a greater extent than its liability in respect of that matter is excluded under this Service Addendum, its liability for that matter is excluded to the maximum extent possible by non-excludable applicable law under the Eftsure Terms of Service.

5.3   You indemnify Eftsure against any Loss or claim suffered or incurred by Eftsure to the extent such Loss or claim results from:

(a)   the API Integration;

(b)   any acts or omissions of Your Integration Developer or Your Integration Developer Personnel; or

(c)   any malicious or intentionally excessive use of Eftsure's API caused by You or any User.

The mutual liability cap in the Eftsure Terms of Service does not apply to this indemnity.

5.4   Notwithstanding the "Order of Precedence" in the Eftsure Terms of Service, where there is any inconsistency or conflict between this Section 5 and any other liability or indemnity provision in this Agreement, this Section 5 will prevail to the extent of that inconsistency or conflict.

6.   *Glossary*

(a)   **API** means Eftsure's REST application programming interface for use in connection with the Eftsure Services, as further described in the Technical Documentation.

(b)   **API Error** is defined in Section 1.2(d).

(c)   **API Integration** means any integration between the Eftsure Services and Your Other Software using the API.

(d)   **API Upgrade** is defined in Section 1.2(b).

(e)   **Eftsure API Credentials** means a username, password, API access key, token or other digital security code, generated by You, via an "activation link" or other mechanism supplied by Eftsure, to enable Your Other Software to access the API via Your API Integration and for You to otherwise access and use the API for the Permitted Purpose.

(f)   **Eftsure API Credentials Use** is defined in Section 1.3(f)(ii).

(g)   **Eftsure API Service** means the API integration service provided by Eftsure, including the Setup Services and API services described in Section 1, subject to any limitations for such service specified in the Commercial Terms or any other part of this Agreement.

(h)   **Exclusions** is defined in Section 1.4.

(i)   **Permitted Purpose** is defined in Section 1.2(a).

(j)   **Production Environment** means the technology environment in which the API Integration is released in "live" format and made available for access and use by Users.

(k)   **Sandbox** means the testing environment, which enables You to test, monitor and evaluate the API Integration in isolation from the Production Environment.

(l)   **Status Page** means the "system status" page (or other equivalent page) displayed on Eftsure's website.

(m)   **Technical Documentation** means any documentation, whether in electronic form or otherwise, prepared by Eftsure setting out the

technical requirements relating to the API and provided to You (including, but not limited to, updated versions of such documentation).

(n) **User** means any person who accesses or uses the API or the Eftsure API Service, including any of Your personnel and, where applicable, Your Integration Developer or Your Integration Developer Personnel.

(o) **Your Integration Developer** means any third-party developer engaged by You to assist with the development of the API Integration**.**

(p) **Your Integration Developer Personnel** means any officers, agents, employees, contractors or other personnel of Your Integration Developer.

(q) **Your Other Software** means Your third party enabled compatible technology, that is, any compatible accounting, billing or onboarding software tool or middleware application.

All other capitalised terms in this Service Addendum have the same meaning as in the Eftsure Terms of Service, this Service Addendum (or any other Service Addendum forming part of the Agreement), or the Commercial Terms, as applicable.