



BUOY API TERMS OF SERVICE

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Thank you for using Buoy Health, Inc.'s ("**Buoy**" or "**we**" or "**our**") API, developer services, related documentation, and associated software (collectively, "**APIs**"). By accessing or using our APIs, you agree to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms (such as the Buoy Terms of Service available at <https://www.buoyhealth.com/terms/>), terms within the accompanying API documentation, and any applicable policies and guidelines as the "**Terms**." You agree to comply with the Terms and that the Terms control your relationship with us.

Please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Buoy products and services, then the terms for those services also apply. In the event of any conflict between the Terms and the terms for those services, the Terms will control for any conflict related to the API.

1. ACCOUNT & REGISTRATION

- a. **Accepting the Terms.** You may not use the APIs and may not accept the Terms if (i) you are not of legal age to form a binding contract with Buoy, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States.
- b. **Entity Level Acceptance.** If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).
- c. **Registration.** In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Buoy will always be accurate and up to date and you will inform us promptly of any updates.

2. USING OUR APIs

- a. **Documentation.** Buoy will provide you with the API documentation via secure web link upon signature of the underlying service delivery agreement between you and Buoy.
- b. **Your End Users.** You will require your end users to comply with (and not knowingly enable them to violate) all applicable laws, regulations, and the Terms.
- c. **Compliance with Law, Third-Party Rights, and Other Buoy Terms of Service.** You will 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 APIs to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of service with Buoy (or its affiliates).
- d. **Permitted Access.** You will only access (or attempt to access) an API by the means described in the documentation of that API. Buoy will also grant you access to the API in a non-production environment so that you may test future features. If Buoy assigns you credentials (e.g., client IDs for developers), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or credentialed accounts.
- e. **API Limitations.** Buoy sets and enforces limits on your use of the APIs (e.g., limiting the number of API requests that you may make or the number of users you may serve) in our sole discretion.



	Calls (per day)
End User	5
Customer	Unlimited

You agree to, and will not attempt to circumvent, such the above limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Buoy's express consent in writing in advance (and Buoy may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact your Buoy Customer Success team member for more information.

- f. **Open Source Software.** Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Buoy for the applicable open source software.
- g. **Communication with Buoy.** We may send you certain communications in connection with your use of the APIs. To opt out of certain types of communication, contact your Buoy Customer Success team member for more information.
- h. **Feedback.** If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.
- i. **Non-Exclusivity.** The Terms are non-exclusive. You acknowledge that Buoy may develop products or services that may compete with the API Clients, defined below, or any other products or services.

3. YOUR API CLIENTS

- a. **API Clients and Monitoring.** The APIs are designed to deliver certain services or help you enhance your own services and applications ("API Client(s)"). You agree that Buoy may monitor use of the APIs to ensure quality, improve Buoy products and services, and verify your compliance with the terms.
- b. **Privacy and Security.** You will use reasonable efforts to protect user information collected by your API Client, including Personally Identifiable Information ("PII") and Protected Health Information ("PHI") as defined by 2 C.F.R. 200.79 and 45 C.F.R. 160.103, respectively, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and state law.
- c. **Ownership.** Buoy does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs. Any end user information collected, stored, or otherwise transferred via our APIs is subject to our Privacy Policy (available at <https://www.buoyhealth.com/privacy>).
- d. **User Privacy and API Clients.** You will comply with all applicable privacy laws and regulations including those applying to user information, including PII and PHI. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising, if applicable) with Buoy and third parties.

4. PROHIBITIONS & CONFIDENTIALITY

- a. **API Prohibitions.** When using the APIs, you may not (or allow those acting on your behalf to):



- i. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties;
- ii. Perform an action with the intent of introducing to Buoy products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- iii. Defame, abuse, harass, stalk, or threaten others;
- iv. Interfere with or disrupt the APIs or the servers or networks providing the APIs;
- v. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements;
- vi. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law;
- vii. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems);
- viii. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; and
- ix. Remove, obscure, or alter any Buoy terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Buoy, Buoy makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "**Covered Entity**" or "**Business Associate**" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting PII or PHI to Buoy unless you have received prior written consent to such use from Buoy.

b. Confidential Matters

- i. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
- ii. Our communications to you and our APIs may contain Buoy confidential information. Buoy confidential information includes any materials, communications, and information that are marked confidential or that would reasonably be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Buoy's prior written consent. Buoy confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Buoy confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

5. CONTENT

- a. **Content Accessible Through our APIs.** Our APIs may contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Content accessible through our APIs may be subject to intellectual



property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

- b. **Submission of Content.** Some of our APIs require the submission of content. Buoy does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Buoy to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Buoy privacy policies, you give Buoy a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, collect, store, communicate or publish in an aggregate or in a de-identified manner, or otherwise modify. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.
- c. **Retrieval of content.** When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.
- d. **Prohibitions on Content.** Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:
 - i. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - ii. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
 - iii. Misrepresent the source or ownership; or
 - iv. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

6. BRANDING & ATTRIBUTION

- a. **Branding.** "Branding" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Branding. All of your use of Buoy's Branding (including any goodwill associated therewith) will inure to the benefit of Buoy.
- b. **Attribution.** You agree to display any attribution(s) required by Buoy as may be described in the documentation for the API. Buoy hereby grants to you a non-transferable, non-sublicensable, non-exclusive license while the Terms are in effect to display Buoy's Branding for the purpose of promoting or advertising that you use the APIs. You must only use the Buoy Branding in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Buoy's Branding, you must follow any Buoy Branding guidelines as provided to you. You understand and agree that Buoy has the sole discretion to determine whether your attribution(s) and use of Buoy's Branding are in accordance with the above requirements and guidelines.
- c. **Publicity.** You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Buoy without Buoy's prior written approval.

7. PRIVACY & COPYRIGHT PROTECTION



- a. **Buoy Privacy Policies.** By using our APIs, Buoy may use submitted information in accordance with our privacy policies.
- b. **DMCA Policy.** We provide information to help copyright holders manage their intellectual property online, but we cannot determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think someone is violating your copyrights and want to notify us, contact your Buoy Customer Success team member for more information.

8. TERMINATION

- a. **Termination.** You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Buoy with prior written notice and upon termination, cease your use of the applicable APIs. Buoy reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto subject to the Agreement.
- b. **Your Obligations Post-Termination.** Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Buoy Branding, and delete any cached or stored content that was permitted by the cache header under Section 5. Buoy may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.
- c. **Surviving Provisions.** When the Terms expire or are otherwise terminated, Sections 4b, 5, 8, 9, and 10 herein will remain in full force and effect indefinitely.

9. LIABILITY FOR OUR APIs

- a. **Warranties.** Except as expressly set out in the Terms, neither Buoy nor its suppliers or distributors make any specific promises about the APIs. For example, we do not make any commitments about the content accessed through the APIs or the specific functions of the APIs. We provide the APIs "as is," unless provided otherwise via the underlying service delivery agreement between you and Buoy.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Except as expressly provided for in the Terms, to the extent permitted by law, we exclude all warranties, guarantees, conditions, representations, and undertakings.

- b. **Limitation of Liability.** When permitted by law, Buoy, and Buoy's suppliers and distributors, will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of Buoy, and its suppliers and distributors, for any claim under the Terms, including for any implied warranties, is subject to the terms and conditions, in relevant part, included in the Agreement.

In all cases, Buoy, and its suppliers and distributors, will not be liable for any expense, loss, or damage that is not reasonably foreseeable.

- c. **Indemnification.** Unless prohibited by applicable law, if you are a business, you will defend and indemnify Buoy, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
 - i. Your misuse or your end user's misuse of the APIs; or
 - ii. Your violation or your end user's violation of the Terms.

10. GENERAL PROVISIONS



- a. **Modification.** We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We will post notice of modifications to the Terms within the documentation of each applicable API and/or to the Buoy website. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. Any objections, questions, or requests with respect to such modifications should be sent to legal@buoyhealth.com.
- b. **U.S. Federal Agency Entities.** The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.
- c. **General Legal Terms.** The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control (i.e., a "Force Majeure Event"). If you do not comply with the Terms, and Buoy does not take action right away, this does not mean that Buoy is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms, in conjunction with any applicable Service Order Form related to your access to and use of the APIs, are the entire agreement between you and Buoy relating to this subject matter and supersede any prior or contemporaneous agreements on this subject matter.

Except as set forth below: (i) the laws of the Commonwealth of Massachusetts, excluding Massachusetts' conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) all claims arising out of or relating to the Terms or the APIs will be litigated exclusively in the federal or state courts of Suffolk County, Boston, Massachusetts, and you and Buoy consent to personal jurisdiction in those courts.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States federal law: (i) the laws of the Commonwealth of Massachusetts (excluding Massachusetts' conflict of laws rules) will apply in the absence of applicable federal law; and (ii) for all claims arising out of or relating to the Terms or the APIs, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Suffolk County, Boston, Massachusetts.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties hereto agree to remain silent regarding governing law and venue.