

# Sift Science Terms of Service

Last updated: March 5, 2013.

PLEASE VERY CAREFULLY READ THESE TERMS AND CONDITIONS (INCLUDING REFERENCED MATERIALS) BEFORE REGISTERING FOR THE SERVICE. BEFORE CONNECTING YOUR WEBSITE WITH OR OTHERWISE ENABLING ANY OF THE FEATURES OF THE SERVICE, YOU MUST ENSURE THAT YOU ABIDE BY AND MAKE AVAILABLE AN APPROPRIATE PRIVACY POLICY THAT CLEARLY DISCLOSES YOUR USE OF THE SERVICE.

The Service is made available subject to these terms and conditions (“Terms”). The Terms are a legal contract between you (either an individual or a legal entity that you represent as an authorized employee or agent) (“you” or “Licensee”) and Sift Science, Inc. (“Sift,” or “we”). BY CLICKING “I AGREE,” ACCESSING, BROWSING, REGISTERING FOR, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS. Subject to your compliance with all terms and conditions herein, Sift grants you permission to use the Service as set forth in the Terms.

## The Service

“**Documentation**” refers to the API documentation on or available through the Service, as updated from time to time. “**Service**” means (a) the website operated by Sift currently located at [www.siftscience.com](http://www.siftscience.com), as it may be updated, relocated, or otherwise modified from time to time, and all information, text, images, and other materials and content appearing on or incorporated into that website, and (b) the data analytics services used in the detection of certain fraudulent or abusive online practices, which are available through your use and integration with Sift’s proprietary application programming interfaces (“API”), as described in the Documentation. Unless they are accompanied by separate applicable terms and conditions from Sift, the Service includes and these Terms extend to any other web sites, embeddable widgets, downloadable software, mobile applications including tablet computer applications, and messages such as emails that Sift may send you. By enrolling in the Service, you represent that (a) if you are an individual, you are at least 18 years of age, (b) you or any individual acting on behalf of you has not previously been suspended or removed from the Service by Sift, (c) you have all necessary authority, permissions, and approvals to connect each of the websites (the “Licensee Property”) which you connect with the Service, and (d) you have all necessary authority, permissions, and approvals to register for and use the Service, including without limitation, providing and enabling Sift to collect the Data. “Data” means all the information submitted or made available by you and the end users, customers, or other users or

visitors to the Licensee Property (each an “End User”) for use in connection with the Service. The person agreeing to these Terms on behalf of the Licensee represents and warrants that they are an authorized to and have full authority to bind you to the Terms, and agrees on behalf of you to be bound by the Terms.

## Privacy and Compliance

Each Licensee Property must include an appropriate privacy policy that clearly discloses and provides adequate notice to End Users of Sift’s and your collection, use, and disclosure of End Users’ personal information, including your implementation of the Sift API to provide personal information to Sift for Sift’s use in developing, enhancing, maintaining, supporting, and providing the Service and its other products and services to you and Sift’s other customers. You will comply with all applicable local, state, national, and international laws, rules and regulations, including, without limitation, those governing the collection, transmission, processing, and disclosure of personal information (altogether, “Laws”) in your use of and integration with the Service and the performance of your obligations under these Terms, including by providing all End Users with adequate notice and obtaining any necessary consents from End Users that may be required in connection with your use of the Service and configuration and integration with the APIs in order to make Data available to Sift. You will comply with all procedures required by Sift, which includes ensuring that your End Users are made aware of and agree to Sift’s data collection, use, and disclosure practices described in Sift’s Privacy Notice, available at <https://siftscience.com/client-privacy>, which Sift may update from time-to-time as provided therein. If at any time you are unable to comply with any Law or the other obligations set forth in these Terms, you must immediately (a) disable all API connections between each Licensee Property and the Service, (b) notify Sift in writing of your inability to comply with these requirements, and (c) suspend all use of the Service until such time that you are able to comply with Laws and all other obligations set forth in the Terms.

## Registration

1. **Username and Password.** Certain Service features require registering for and being signed into an account. You are solely responsible for maintaining the confidentiality of your account access credentials (user name, password, etc.) and API keys. If you suspect or have reason to believe that your account or API keys are no longer secure (e.g., in the event of a suspected loss, theft or unauthorized disclosure or use of account credentials), you must immediately notify Sift. You are liable for the losses incurred due to any unauthorized use of your Service account.

2. **Accuracy.** You must provide and maintain true, accurate, and complete information as requested by Sift in connection with your registration for and use of the Service. Sift will have no liability for failure to deliver notices that result from inaccurate, incomplete, or out of date account information. Please keep this information up to date so Sift can ensure you receive timely notices that may be important to you and your continued use of the Service.

## The Service

1. **Definitions.** “Analytical Results” means any compilations, models, syntheses, aggregations, vectors, algorithms, scores (including Risk Scores), profiles, or other results or analyses generated by Sift through or in connection with the use of Data, whether alone or in combination with data from other sources. “Risk Score” means a weighted score between 0.00 and 1.00 intended to reflect an approximation of the relative statistical likelihood, as determined by Sift’s proprietary analytics algorithms, that a particular transaction or other End User activity may be unauthorized or fraudulent.
2. **Your Rights to the Service.** Subject to your continued compliance with the Terms, including, without limitation, your payment of any and all applicable Fees, Sift grants you permission during the term of these Terms to access and use the Service solely for your internal business purposes of analyzing End User activity and making decisions related to End User transactions. You acknowledge that Risk Scores are statistical approximations based on Analytical Results, and are not assurances that any particular activity or transaction does or does not constitute fraud or misuse of the Licensee Property.
3. **Integration and Support provided to you.** You agree to perform a complete integration of the Service with each Licensee Property, in accordance with the Documentation, to ensure that all applicable Data is submitted to the Service through the API at all times in compliance with the then-current Documentation. You are solely responsible for all engineering resources required for such integration, provided that Sift may provide online forums and other integration support, in Sift’s discretion and subject to availability.
4. **API License Grant to You.** Subject to your compliance with the Terms, including without limitation all applicable license restrictions, Sift hereby grants you a non-exclusive, worldwide, non-transferable, non-sublicensable license to (i) make calls from each Licensee Property to documented features of the API solely using the API key issued to you, and solely for enablement of data interchange between each Licensee Property and the Service.

## General Prohibitions

You agree not to, and the rights granted under this agreement, including any licenses, are provided subject to the condition that you agree not to do or attempt (or request that any third party do or attempt) any of the following during or in connection with your (or there) use of or access to the Service:

1. use Fraud Scores or any other information, analytics, or information made available to you through the Service for any purpose other than evaluating whether or not to complete an applicable transaction or other End User request to the Licensee Property;
2. knowingly or intentionally fail to implement the API completely or properly, including for the purpose of avoiding or reducing amounts payable hereunder;
3. submit any Data or other information to the Service that is false, incomplete, out of date, or misleading, or fail to update information or Data that has become the same;
4. fail to protect any API key, Fraud Score, password, or other access credentials issued to you by Sift from third party access or use;
5. Circumvent or attempt to circumvent any access or use restrictions, data encryption, or content protection related to the Service, including accessing any undocumented API or access or use of any API other than in strict compliance with the Documentation;
6. Engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses, content available through the Service, other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Service, including without limitation any information residing on any server or database connected to the Service;
7. Copy, modify or distribute the computer code used to generate web pages on the Service;
8. Access, tamper with, or use non-public areas of the Service, Sift's computer systems, or the technical delivery systems of Sift's providers;
9. Probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
10. Access or search the Service with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Sift or other generally available third party web browsers;
11. Send unsolicited email, bulk email, junk mail, "spam" or chain letters, or promotions or advertisements for products or services, including without limitation those which are

- designed to promote, directly or indirectly, a product or service with which you have a business relationship or other commercial connection;
12. In any way use the Service to send altered, deceptive or false source-identifying information;
  13. Decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service, except to the extent such restriction is impermissible under applicable law;
  14. Benchmark, test capacity or limitations of, interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Service;
  15. Use the Service in violation of Sift's or any third party's intellectual property or other proprietary or legal rights; or
  16. Use the Service in violation of any applicable Law.

## Data and Analytics

1. **Ownership, License to, and use of Data.** All Data is, as between you and Sift, your property. You hereby grant to Sift and its successors and assigns a worldwide, nonexclusive, royalty free, fully paid, transferable, sublicensable, perpetual, irrevocable license to copy, use, reproduce, access, modify, compile, analyze, and create derivative works of the Data in connection with producing Analytical Results and operating the Service, both for you and Sift's other customers, provided that Sift may not disclose any Data that is your Confidential Information to any third parties in a raw form (other than independent contractors providing services to Sift pursuant to written obligations of confidentiality no less protective of the Data than these Terms). You represent and warrant that Sift's use of the Data as provided herein complies with each of your privacy policies for Licensee Properties, and will not violate any applicable Laws, your agreements with third parties, and any other applicable privacy policies. Upon 180 days' prior written notice from you to Sift identifying a time period ending no later than the date such notice is received by Sift, Sift will use commercially reasonable efforts to delete raw Data (excluding Analytical Results) provided by you to Sift during such specified time period.
2. **Ownership of Analytical Results and the Service.** You acknowledge and agree that all Analytical Results (excluding any raw Data contained therein) are and will be owned by Sift. Sift agrees not to distribute or publish any Analytical Results in a manner that renders you readily ascertainable as a source of such Analytical Results, or any Data

contained therein or upon which such Analytical Results are based. For any Analytical Results that are provided to you as part of the Service, Sift hereby grants to you a limited, non-exclusive right and license to use the Analytical Results for the your own personal internal business purposes (excluding any use of such Analytical Results on behalf of any third party or in any service bureau activity or capacity).

3. **Rights to the Service.** Your rights with respect to the Service are limited to those rights expressly granted in the Terms. You acknowledge and agree that Sift and its licensors own all right, title, and interest in and to the Service, including all intellectual property rights therein. The Service is protected by copyright, trademark, trade secret, and other laws of both the United States and foreign countries. Except as expressly permitted in the Terms, you may not reproduce, modify, or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use or exploit any portion of the Service, including without limitation any information provided through the Service.

## **Fees and Payment**

Sift charges monthly subscription fees based on the total volume of End Users scored, as measured by the Service through analysis of Data ("Subscription Fees"). You will provide and maintain current valid payment information (a "Payment Method") and we will bill you monthly by charging your Payment Method or otherwise invoicing you for newly incurred Subscription Fees and Taxes. All payments are in U.S. dollars and Subscription Fees are exclusive of taxes or other governmental charges ("Taxes"), each of which will be separately invoiced and charged to you. Payment of invoices is net thirty days after receipt. Rates for the Service are set forth on the pricing screen. Sift may modify its future rates and other fees. If Sift modifies its rates, the new rates will apply beginning on the calendar month following the publication of the change.

## **Feedback**

If you provide feedback to Sift concerning the functionality and performance of the API, Analytical Results, or other aspects of the Service or Sift's business ("Feedback"), you hereby grant to Sift and its successors and assigns an unlimited, worldwide, nonexclusive, royalty free, fully paid, transferable, sublicensable license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.

## **Confidentiality**

You and Sift acknowledge that you and Sift may have access to the Data submitted or made available by you, and that you may have access to valuable and proprietary information, including information relating to the Service, passwords, API Keys, Documentation, Analytical Results and Sift's technology, systems, methodologies, software, business, customers, pricing, and other non public information ("Confidential Information"). Confidential Information excludes any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Both parties agree not to use or disclose the other party's Confidential Information for any purpose not expressly authorized by the Terms. Notwithstanding anything to the contrary hereunder, a receiving party may disclose the Confidential Information of a disclosing party when compelled under applicable Law, after providing prior written notice to the disclosing party. Either party may seek an injunction to prevent any breach or continued breach of this Section 8, in addition to any other remedies that may be available at law or at equity.

## **Privacy**

Sift's Privacy Policy (a current copy of which may be viewed at [www.siftscience.com/site-privacy](http://www.siftscience.com/site-privacy) or obtained from Sift upon request) is hereby incorporated into the Terms by reference. By accepting the Terms, you confirm that you have read, understood and accepted this policy.

## **Term and Termination**

If you violate any of the Terms, your permission to use the Service will automatically terminate. You also agrees that Sift may at any time and without notice to you suspend or revoke your right to access and use the Service, or any part thereof, and any account(s) you may have in connection with the Service: (a) for any reason or no reason at all; (b) where Sift determine in Sift's sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of Sift or any third party; or (c) in connection with any general discontinuation of the Service. Sift also reserves the right to modify the Service at any time without notice to you. Sift

will have no liability whatsoever for and may at any time change, modify, update, remove, or add features to the Service or suspend or revoke your access to or use of all or part of the Service. You may terminate the Terms and your account at any time by contacting customer service at [support@siftscience.com](mailto:support@siftscience.com), however, any termination of these Terms will not relieve you of any current or future obligation to pay any fees or other costs owed by you to Sift under the Terms. The provisions of Sections 6–10, 12, and 13–17 will survive termination, except that all license rights granted by Sift to you under the Terms do not survive termination.

## **Notifications; Modification of Terms**

Sift may provide notices to you either by posting them on the Service or by email to the address you provide in connection with registration. All notices are effective upon posting or when sent to you. Additionally, Sift may modify the Terms and/or its Privacy Policy at any time by posting the modified version on the Service or by sending you a copy by email. Please check the Terms periodically for changes. By continuing to access or use the Service after Sift has posted or emailed any such modifications, you agree to be bound by the modified Term or Privacy Policy (as applicable), but solely on a going forward basis. Material changes to the Terms will automatically become effective, on a going forward basis, thirty (30) days after they are posted to the Service or sent to you by email.

## **Third-Party Services**

You may be informed of or receive access to third party services, products, offers, promotions, features, websites, resources, information and the like, including through other users of the Service (collectively, “Third-Party Services”) through links, postings, articles, or other elements of the Service. You acknowledge and agree that Sift is not responsible for the availability, quality, reliability, security, performance, or any other aspect of Third-Party Services, and Sift does not recommend or endorse and is not responsible or liable for any content, advertising, representations, opinions, advice, services, products, or other materials that you may receive through Third-Party Services. It is up to you to take precautions to ensure that the links you select or any software, content, or materials that you view or download is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. You understand and agree that Third-Party Services may be subject to different terms, conditions, and policies, including but not limited to policies relating to the collection, use, and disclosure of any personally identifiable information.

## **Indemnity**



You will defend (if requested by Sift) and indemnify and hold harmless Sift, its affiliates and licensors, and each of their respective employees, officers, directors, consultants, affiliates, subsidiaries, agents and contractors (collectively, the “Sift Entities”) from and against any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from any actual or threatened claim, demand, proceeding, audit, inquiry, or investigation by any person or entity (including without limitation any U.S. or foreign governmental body or agency, including voluntary requests from such governmental bodies or agencies) related to (a) your actual or alleged access to or use of the Service (including all activities under your account), (b) your breach or noncompliance with (i) the Terms and any agreements referenced in the Terms, (ii) applicable Laws, and (iii) your obligations to any third parties, (c) your failure to provide sufficient notice to or obtain necessary consent from any third-party in connection with your use of the Service and configuration and integration with the APIs in order to make Data available to Sift, and (d) your violation, misappropriation, or infringement of any third party right, including without limitation, any intellectual property, moral, publicity, confidentiality, property, or privacy right.

**Procedure for Indemnification.** You will not settle any indemnified matter that requires any admission of wrongdoing or any obligation other than the payment of money that is your obligation to pay without Sift’s prior written consent. Sift reserves the right, at Sift’s own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Sift’s defense of such claim.

## **The Service is Provided “AS-IS”**

THE SERVICE AND ANY DATA, FRAUD SCORES, AND ANALYTICAL RESULTS ARE PROVIDED “AS IS” ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DATA AND ANALYTICAL RESULTS MAY BE DAMAGED OR LOST IN CONNECTION WITH USE OF THE SERVICE, AND SIFT EXPRESSLY DISCLAIMS THE ACCURACY OF ANY RISK SCORES OR OTHER ANALYTICAL RESULTS PROVIDED THROUGH THE SERVICE, OR ANY PARTICULAR RESULT OF THE USE OF THE SERVICE, INCLUDING ANY ENHANCED ABILITY TO PREVENT OR ADDRESS FRAUDULENT ACTIVITY ON ANY LICENSEE PROPERTY. SIFT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, AND ACCURACY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

## **Limitation of Liability**

THE TOTAL LIABILITY OF THE SIFT ENTITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO SIFT HEREUNDER DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY CLAIM, OR \$500 USD, WHICHEVER IS LESS. IN NO EVENT WILL THE SIFT ENTITIES HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATIONS, LOSS OF PROFITS OR USE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

## **Applicable Laws and Dispute Resolution**

Sift operates the Service from Sift's offices in the State of California, and your access or use of any aspect of the Service from or in any territory where it is illegal is prohibited. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies or other entities located in the United States.

If a dispute arises between you and Sift, you agree to resolve any claim that arises out of or relates to the Terms or the Service (a "Claim") solely in accordance with the provisions set forth below:

1. **Law and Forum for Disputes. The Terms are governed in all** respects by the laws of the State of California without reference to conflict of law provisions. You agree that any claim or dispute you may have against Sift will be exclusively resolved by a court located in Santa Clara County, California and you agree to and hereby submit to the personal and exclusive jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims or disputes.

2. **Time Limitation. Unless otherwise required by law, an action** or proceeding by you relating to any Claim must commence within one year after the cause of action accrues.
3. **Improperly Filed Claims. Any claims filed or brought by you in** a manner contrary to the requirements in this Section 16 will be considered improperly filed, and Sift may recover reasonable attorneys' fees and costs, provided that Sift has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## General

The Terms, together with the Privacy Policy are the entire and exclusive understanding between you and Sift relating to the subject matter hereof, and supersede any and all prior agreements and understandings between the parties, whether oral or in writing (including without limitation any separately executed confidentiality agreement). You may not assign the Terms, directly or indirectly, by operation of law, merger, change of control, or otherwise, without the prior written consent of Sift. Any assignment in violation of this Section 17 shall be null and void. Sift may assign this agreement without restriction. Subject to the foregoing, the Terms will inure to the benefit of and be binding upon the parties and their respective successor and permitted assigns. The waiver by either party of any default or breach of the Terms will not constitute a waiver of any other or subsequent default or breach. If any part of the Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Neither party will be liable to the other on account of any loss or damage resulting from any failure or delay to perform all or any part of the Terms if such delay or failure is caused, in whole or in part, by circumstances beyond the control and without negligence of the other party. The relationship between the parties will be that of independent contractors, and the Terms will not create or be deemed to create any agency, partnership, or joint venture between the parties. Headings are used in the Terms for reference only and will not be considered when interpreting the Terms.

## Contact Information

If you have any questions regarding the Terms or the Service, please contact Sift Science at [support@siftscience.com](mailto:support@siftscience.com).