

Developer API Terms of Use

Last Updated: November 2025

IMPORTANT – READ CAREFULLY:

These Developer API Terms of Use (“Terms”) describe the terms and conditions under which the Madhive group of companies, including all direct and indirect subsidiaries and affiliates that are controlled or are under common control with Madhive, Inc. (collectively, “Madhive” or “we”) grant the user (“you”) the right to access and use the application programming interfaces or similar development tools which establish an interface with Madhive’s products and services (“APIs”) that are made available by Madhive. If you use the APIs in conjunction with other Services (as defined below), then the terms applicable to those Services also apply. By completing any applicable registration process or by accessing or using any APIs offered by Madhive, you represent that you: (i) have the authority to bind the party using the APIs; and (ii) have read, understand, and agree to the Terms unless otherwise set forth in a separate written agreement between you and Madhive.

We may update these Terms from time to time. Your continued access to and use of any APIs constitutes your acceptance of the then-current Terms. If you do not agree with any modifications to these Terms, your only recourse is to discontinue your use of any APIs.

1. Definitions

- **(a) Application** means any software application, product, service, or website that you develop, own or operate to interact with any API.
- **(b) Madhive Trademarks** means the name and related marks of any of the Services for which APIs are made available by Madhive through its websites or properties.
- **(c) Confidential Information** may include, but is not limited to, nonpublic information regarding the APIs or Madhive applications, products, services, data, ideas, inventions, features, software, techniques, technology, trade secrets, and business and financial information, or any other information relating to Madhive that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by Madhive, by its nature would be generally deemed to be confidential information, or that is not generally known or readily ascertainable to the public.
- **(e) Services** means the Madhive DSP service and Workflow platform.

2. Licenses and Restrictions.

- **(a) API License.** Subject to these Terms, Madhive grants you a limited, revocable, nonexclusive non-sublicensable, non-transferable license to

access the APIs: only as necessary to build and launch campaigns and develop, test, use and support any application in connection with the use of our Services.

- **(d) Restrictions.** By using any APIs, you agree not to: (i) modify, prepare derivative works of, or reverse engineer, our APIs, Services, or technology; (ii) use our APIs or Services in a way that abuses or disrupts our networks, security systems, user accounts, or the Services, as determined by Madhive; (iii) access or use the APIs for fraudulent or illegal purposes, or for any purpose that may be harmful to Madhive or its Services; (iv) market, sell, or resell the APIs or the Services to any third party; (v) use the Services in violation of our policies, applicable laws, or regulations; (vi) use the APIs in any application, product, or service that competes with any application, product, or Service offered by Madhive, or to otherwise divert Madhive customers or potential customers from the Services; (vii) harvest, collect, divert, or gather customer, user, or end-user data of either Madhive or the service/offering to which this API is connected without lawful basis and written consent from Madhive; (viii) transmit through the APIs or Services any material that may infringe the intellectual property or other rights of third parties, or (ix) remove any proprietary rights notices on any APIs, the Madhive Trademarks, and any other materials you receive in connection with your use of the APIs; (x) make any representations with respect to Madhive, the Services, or these Terms; (xi) display the Madhive Trademarks in a manner that could reasonably imply an endorsement, relationship, or affiliation with or sponsorship between you or a third party and Madhive; and/or (xii) access or use the APIs in a manner that exceeds a reasonable request volume or constitutes excessive or abusive usage, as determined by Madhive.
 - **(e) Security and Privacy-by-Design.** You agree to implement appropriate, industry standard, secure coding, privacy-by-design, and other appropriate recognized security methodologies when designing your Application in a manner intended to protect any information accessible, processed, hosted, or transferred from either Madhive Services or any third-party service/product to which this API connects. Madhive reserves the right to test, validate, and/or inquire about your API use consistent with the requirements herein.
3. **Proprietary Rights and Madhive Trademarks.** You acknowledge that we or our licensors retain all proprietary right, title, and interest in the APIs, the Services, and the Madhive Trademarks, and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Madhive Trademarks or is similar to any of these.

4. **Termination.** Madhive reserves the right, in its sole discretion, and at any time, to change, suspend, or discontinue any API or suspend or terminate your rights to access or use the APIs or display the Madhive Trademarks. You may stop use of the APIs and terminate these Terms at any time by returning the token used to access this site and ceasing all access and use of the APIs. Upon termination of these Terms, you will immediately discontinue all access and use of the APIs and cease to display the Madhive Trademarks (if applicable). Neither party shall be liable for any damages resulting from a termination of these Terms in accordance with this Section; provided, however, the termination of these Terms shall not affect any claim arising prior to such termination. Sections 3 through 11 shall survive termination.
5. **Independent Development.** You understand and acknowledge that Madhive may from time to time independently create applications, products, or services that are similar to or competitive with your applications, products, or services, and nothing in these Terms will be construed as restricting or preventing Madhive from doing so, and that such activity will create no obligation to you.
6. **Confidentiality.** Unless expressly authorized in writing by Madhive, you shall not disclose to any third party any Confidential Information of Madhive or use such Confidential Information in any manner other than to perform your obligations under these Terms. The foregoing restrictions do not apply to any information that: (i) is publicly disclosed through no fault of your own; (ii) is already lawfully in your possession and not subject to a confidentiality obligation to Madhive; (iii) becomes known to you from a third party having an apparent bona fide right to disclose the information; or (iv) is Confidential Information that you are obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided you supply Madhive with timely notice of such court order or subpoena. Furthermore, you will keep in confidence all passwords and/or other access information related to the APIs.
7. **Warranties.** You hereby warrant to Madhive that you have all necessary authority to enter into and perform your obligations under these Terms without the consent of any third party or breach of any contract or agreement with any third party, and that the use by others of your applications, products, or services shall not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary rights) or any applicable law or regulation. You hereby acknowledge and agree that the APIs are provided by Madhive on an “AS IS” and “AS AVAILABLE” basis. MADHIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MADHIVE MAKES NO WARRANTY THAT ANY OF THE APIs WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE APIs WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; NOR DOES MADHIVE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APIs OR THAT ANY DEFECTS

IN THE APIs WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MADHIVE OR THROUGH THE APIs SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8. **Limitation on Liability.** IN NO EVENT SHALL MADHIVE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE TERMS, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; OR (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT MADHIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MADHIVE'S LIABILITY HEREUNDER IS LIMITED TO \$50.00.
9. **Indemnification.** You agree to defend, indemnify, and hold harmless Madhive and its affiliates, and their respective directors, officers, agents, employees, consultants, and partners, from and against any third party claim arising from or in any way related to your use of the APIs, any violation of these Terms by you, or any other actions related to your use of the APIs, including any liability or expense arising from claims, losses, damages (actual or consequential), suits, judgments, litigation costs and reasonable attorneys' fees, of every kind and nature.
10. **Choice of Law and Location for Resolving Disputes.** These Terms are governed by laws of the State of New York, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any dispute arising out of or relating to these Terms will be in the appropriate state or federal courts of New York, New York.
11. **Additional Terms.**
 - **(a) Relationship of the Parties.** You and Madhive are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
 - **(b) Assignment.** You may not assign your rights or delegate your duties under these Terms either in whole or in part, by operation of law or otherwise and any such attempted assignment or delegation shall be void.
 - **(c) Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under these Terms due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural

disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

- **(d) Notice** Madhive may provide you with notice via email, regular mail, and/or postings on the Madhive website.
- **(e) Compliance with Laws**. Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the APIs under these Terms.
- **(f) No Waiver**. The failure of either party in any one or more instance(s) to insist upon strict performance of any of the terms of these Terms will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).
- **(g) No Third-Party Beneficiaries**. No person or entity not a party to these Terms will be deemed to be a third-party beneficiary of these Terms or any provision hereof.
- **(h) Entire Agreement**. These Terms set forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of these Terms shall be valid or binding on either party unless agreed to in writing by both parties. If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from these Terms and the other provisions shall remain in full force and effect and the parties agree to comply with the remaining terms in a manner consistent with the original intent of these Terms. In the event of any conflict between the content of this document and the documents incorporated by reference, this document shall control with respect to your use of the APIs.
- **(i) Remedies**. You acknowledge that your breach of these Terms may cause irreparable harm to Madhive, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Madhive may be legally entitled, Madhive shall have the right to immediately seek injunctive relief in the event of a breach of these Terms by you or by any of your officers, employees, consultants or other agents.