

The Condo on the Bay Application Programming Interface (the "API") is owned and operated by Pathfinder Associates, Inc. ("PAI"). The API is a service that provides access to related data ("API Data") from the non-public website of PAI pursuant to the terms and conditions of use set forth below (the "Terms").

1. ACCEPTANCE OF TERMS.

(a.) Acceptance. In order to use the API you must agree to these Terms. By clicking to accept the Terms on the API web pages, or by using, accessing, viewing, or otherwise exploiting the API or information on the API, you affirm that you have read and agree to be bound by these Terms. You acknowledge that if you violate these Terms, PAI has the right to terminate your use of the API and all other rights licensed to you hereunder and/or take legal action against you in its sole discretion.

(b.) Capacity. You represent and warrant that you have the legal capacity and authority to accept the Terms and to bind yourself and any other person or entity accessing or using the API as a result of your acceptance of these Terms. If you are accepting on behalf of a business entity, you represent and warrant that you have the full legal authority to bind the business entity to these Terms.

(c.) Updates. PAI may modify and update the Terms at any time in its sole discretion. PAI will indicate the last date on which the Terms were modified at the top of the webpage for the Terms. Your access or use of the API, the API Data and/or the PAI Marks after modification of the Terms constitutes your acceptance of, and agreement to be bound by, the modified terms and conditions. If you do not agree with any modifications of the Terms, you must cease all access and use of the API, the API Data and the PAI Mark and cease all exercise of any rights licensed to you by these Terms, which cessation shall constitute termination of the Terms by you, subject to the terms and conditions set forth in the Terms.

2. LICENSE. Subject to these Terms and to your remaining in compliance with these Terms, PAI licenses to you a limited, worldwide, non-exclusive, non-transferable, revocable license for your personal or commercial use:

(a.) to access, use and receive the API Data through the API, and to transmit, use and display API Data accessed through the API, for the purposes set forth in these Terms; and

(b.) to use and display those trademarks, service marks, domain names, logos and other proprietary indicia of PAI provided or indicated by PAI (collectively, the "PAI Marks"), solely for the purposes of indicating that the API Data is provided by PAI and otherwise to comply with the attribution requirements set forth in these Terms.

CONDITIONS & RESTRICTIONS. Notwithstanding anything to the contrary in these Terms, you agree that:

(a.) IN ALL USES OF THE API DATA, YOU WILL CREDIT PAI BY NAME AND BRAND LOGO AS THE SOURCE OF THE API DATA.

(b.) You will not modify the API Data in any way.

(c.) You will not modify the link structure to the API.

(d.) You will not resell, sublicense, redistribute or provide access to the API to any third party, including, without limitation, by incorporating API access into chipsets of any kind.

(e.) You will not delete, obscure, or modify any PAI Marks that are included in the API Data, or in any way prevent them from appearing with the API Data as made available by PAI.

(f.)You will not display API Data or the PAI Marks in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by PAI or that can be reasonably interpreted to suggest that content other than the API Data is provided, endorsed, sponsored, or approved by, or is otherwise associated with, PAI.

(g.)You will not use the API or the API Data to target or trigger advertising.

(h.)You will not use the API or the API Data in or in connection with any vehicle telematics or “connected car” applications, products or services.

(i.)You will not use the API in connection with any mission critical application, product, service or facility, such as for the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the API could lead to death, personal injury, severe property damage or environmental damage. You understand that the API is not designed for such purposes and that their failure in such cases could lead to death, personal injury, or severe property or environmental damage for which PAI is not responsible to you or any third party or entity.

(j.)PAI may in its sole discretion choose to upgrade the current version of the API at any time without notice to you, which you acknowledge may make the version of the API that you are using obsolete.

(k.)You will not use the API Data to disparage PAI or its products.

(l.)You will not use the API Data in connection with any product, service, application or use (including advertising) that promotes or constitutes illegal activity, contains violent or criminal content, relates to the sale of tobacco or alcohol to individuals under the age of legal consumption, gambling, “get-rich-quick” or similar schemes, or advocates violence or any act of intimidation, harassment, physical force or discrimination motivated by hostility to a person’s race, religious belief, disability, or violates any civil or criminal law.

(m.)You will not reverse engineer, decompile or otherwise attempt to extract the source code of the API or any part thereof, unless doing so is expressly permitted or required by applicable U.S. federal or state laws.

(n.)Upon request, you will provide PAI with information, access and means to evaluate your use of the API, the API Data and the PAI Marks free-of-charge in order to determine compliance with the Terms.

(o.)You grant PAI the limited right for PAI’s trade, promotional and marketing purposes to use your name and the name, URL, and other identifying indicia of any product, service, application or use of the API or API Data to indicate that you are a customer of PAI and that your product, service, application or use includes API Data.

3. PAYMENTS. The rights licensed to you under these Terms are provided free of charge.

4. OWNERSHIP/INTELLECTUAL PROPERTY RIGHTS. You acknowledge and agree that, as between PAI and you, PAI is the sole owner of all right, title and interest in and to the API, the API Data (excluding any public domain data provided through the API), and the PAI Marks. PAI reserves all right, title and interest in and to the API, the API Data (excluding any public domain data provided through the API), and the PAI Marks, including, without limitation, any and all worldwide copyright, patent, trademark, trade secret and other intellectual property rights therein, and, except for the rights and licenses expressly granted hereunder, neither these Terms nor PAI’s performance of its obligations hereunder shall be construed as conferring upon you any right or license in or to the API, the API Data, or the PAI Marks, by implication, estoppel or otherwise. All uses of the PAI Marks will inure solely to the benefit of PAI. Upon the expiration or termination of these Terms for any reason, you agree to delete and otherwise discontinue all uses of the API, the API Data, and the PAI Marks. You disclaim any right, title or interest in or to the PAI Marks and will not take any action to create a unitary composite mark involving a PAI Mark. You agree that you will not contest or impair the rights of PAI in and to the PAI Marks.

5. PRIVACY POLICY. The use of personal information is governed by our Privacy Policy located at <http://www.pathfinderassociatesinc.com/privacy-policy>.

6. LIMITATION OF LIABILITY.

PAI ASSUMES NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES OR EXPENSES YOU MAY INCUR AS A RESULT OF ANY INACCURACY, INCOMPLETENESS, UNTIMELINESS OR OBSOLESCENCE OF THE API OR THE API DATA. THE API AND THE API DATA ARE PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER. PAI DISCLAIMS ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE API AND THE API DATA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE ARISING BY LAW OR STATUTE. YOU AGREE THAT YOUR USE OF, OR RELIANCE UPON, THE API AND THE API DATA IS AT YOUR OWN DISCRETION AND RISK.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT NEITHER PAI NOR ANY OF ITS PARENTS, AFFILIATES, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES OR AGENTS WILL BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DIRECT OR INDIRECT DAMAGES, OR FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST TIME), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THESE TERMS, THE API, ANY API DATA, ANY PAI MARKS OR ANY CONTRACTUAL OR OTHER DEALINGS OR RELATIONSHIPS YOU MAY HAVE WITH THIRD PARTIES BASED UPON OR RELATED TO THE API OR THE API DATA. YOU ACKNOWLEDGE THAT THE LIMITATIONS IN THIS SECTION ARE REASONABLE AND APPROPRIATE.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY IN THE EVENT OF A BREACH BY PAI OF THESE TERMS SHALL BE TO STOP USING THE API, THE API DATA, AND THE PAI MARKS AND TO TERMINATE THESE TERMS.

7. TRANSMISSION FAILURES. PAI will use commercially reasonable efforts to publish and transmit the API on a continuous and timely basis. PAI is not, however, responsible for any failure or malfunction in communications; for any failure or refusal of any third party transmission intermediaries to transmit any API; or for the failure to transmit any API resulting from any natural disasters, wars, labor strike or other events beyond the control of PAI. YOU ACKNOWLEDGE THAT, IN CIRCUMSTANCES INVOLVING NATURAL DISASTERS, FEDERAL, STATE AND MUNICIPAL GOVERNMENTAL AGENCIES MAY ISSUE OFFICIAL WEATHER WATCHES, WARNINGS, ADVISORIES, BULLETINS AND SIMILAR COMMUNICATIONS, AND THAT PAI DOES NOT COVENANT OR WARRANT TO TRANSMIT SUCH COMMUNICATIONS TO YOU THROUGH THE API OR OTHERWISE.

8. UNAUTHORIZED USE; NO INTERFERENCE.

(a.) You agree that you will not use or attempt to use any method, device, software or routine to harm others or interfere with functioning of the API or to circumvent your rate limits, or use and/or monitor API Data or any information in or related to the API for any unauthorized purpose.

(b.) You will not make your API Key or login information available to any third party. You are responsible for all use of the API, API Data or the PAI API website that occurs through your API Key or login information. You agree to promptly notify PAI if you learn of a security breach related to your API Key or login information.

(c.) You will use commercially reasonable efforts to prevent any portion of the API Data from being collected or extracted from your computer systems and from your products, services, applications, websites or other uses of the API Data by means of "robots," "spiders," "web crawlers" or other automated processes, devices, programs, algorithms or methodology. You will provide PAI with prompt written notice thereof if you become aware that API Data is being collected or extracted in such a manner and will determine a commercially reasonable course of action to

prevent or discourage such activity in the future. PAI reserves the right to suspend your access to the API until such time as reasonable steps are taken to protect the API and the API Data.

9. INDEMNIFICATION. In connection with your use of the API and/or the API Data in connection with applications, products, services, programs or other uses produced or provided by you or any third party ("Your Uses"), you agree to be solely liable for any damage resulting from any infringement of copyrights, patents, other proprietary rights, or any other harm (including but not limited to harm caused by spyware, malware, worms, Trojan horses and viruses) resulting from Your Uses. You agree to indemnify and hold harmless PAI and its parents, affiliates, directors, shareholders, representatives, employees and agents from and against any claim, demand, action or suit asserted by a third party, and all costs, liabilities, judgments, expenses and damages, including reasonable attorneys' fees (collectively, "Losses") suffered, sustained, incurred or paid in connection therewith, arising out of, resulting from or related to (i) your access to or use of the API or the API Data, including, without limitation, any claim that Your Uses infringe any proprietary, intellectual property or personal right of any third party or violates any law (excluding only claims that the API or the API Data as provided to all customers by PAI - and not as implemented by you or combined with Your Uses - independently and directly infringe the rights of such third party or violate any law); (ii) any breach by you of these Terms; or (iii) any violation by you of any applicable laws, rules, regulations or statutes. You will not enter into any settlement that imposes any liability or obligation on PAI, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without PAI's prior written consent.

10. TERMINATION. Without limiting its other rights or remedies, PAI may immediately terminate these Terms, or discontinue, suspend, terminate or block your or any user's use of the API, the API Data and/or the PAI Marks at any time in its sole discretion. You may terminate these Terms by ceasing to use the API, the API Data and the PAI Marks. If you are a fee paying subscriber and you wish to terminate these Terms, you must cease using the API, the API Data and the PAI Marks and notify PAI of your termination of these Terms. You agree to pay all fees due for your use of the API up until the date of your notification. When these Terms come to an end, those terms and conditions that by their nature are intended to continue indefinitely will continue to apply.

11. GOVERNING LAW; JURISDICTION. These Terms and your access to and use of the API, the API Data, and the PAI Marks are governed by the laws of the State of Florida and the laws of the United States of America without regard to conflicts of law principles. All disputes arising under or related to these Terms shall be resolved by the State or Superior Courts of Sarasota County in the State of Florida or in the United States District Court for the Northern District of Florida. Each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional defenses, including, without limitation, forum non conveniens, the party may have to the institution of any such claim or action in any such court.

12. ENTIRE AGREEMENT. These Terms constitute the entire agreement between you and PAI regarding the subject matter hereof, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and does not give any third party any rights or remedies hereunder. Any waiver of any term or condition shall not be effective unless in a written document signed by an authorized representative of PAI. You and PAI agree that if any portion of these Terms is found to be illegal or unenforceable, such portion(s) shall be limited or excluded from these Terms to the minimum extent required and the balance of these Terms shall remain in full force and effect. You may not assign the rights and licenses granted herein without PAI's prior written consent. Subject to the foregoing limitation, these Terms will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.