

API Use Policy

Thank you for using the Alden Systems, Inc. ("Alden") application program interface ("API"). This API Use Policy (the "Policy") is intended to provide a summary of the key terms of our API License Agreement (the "Agreement")¹. BY CLICKING THE "I ACCEPT" BUTTON BELOW, OR BY ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS POLICY AND THE AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THE AGREEMENT; AND (C) ACCEPT THIS POLICY AND THE AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY THE TERMS OF EACH DOCUMENT. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "I DECLINE" BUTTON BELOW. IF YOU DO NOT ACCEPT THE TERMS IN THIS POLICY AND THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE API. Alden has an open API that you can access at: api-test-developer.aldenapps.com, api-uat-developer.aldenapps.com, and api-developer.aldenone.com. We provide this API to allow people to build on and benefit from our Service by creating software, services, or modules that connect to our platform or have access to the data within our platform via our API (an "Integration"). Capitalized terms used and not otherwise defined in this Policy have the meanings given to them in the Agreement.

1. Login.

You'll only access the API using an API key. If you have an Integration, then users must have the option to log in via their API key. You won't prompt users to provide their Alden username, password, or security questions. You'll take appropriate precautions to prevent others from accessing your API key and other login credentials, and you won't not share your API key and other login credentials with anyone else.

2. Permitted Use.

You won't use the API to send spam or take any actions that violate the terms of this Policy or the Agreement. You will comply with all applicable laws (including privacy laws and United States export control laws and regulations and economic sanctions laws and regulations). You'll follow all documentation we provide for the API. You won't attempt to hack or change the way the Service functions. We may discontinue your use of the API at any time. We may monitor your use of the API for compliance with these rules, and we may deny you access to the API if you violate this Policy.

3. Privacy.

You'll respect the privacy of our users. You must obtain express permission from each user before you access their Alden account. Your Integration must display a privacy policy for users detailing the information you'll collect from them when they use the Integration. You will only access a user's data to the extent permitted by the user and explained in your privacy policy.

¹ Link to the API License Agreement (clickwrap) provided.

You must immediately delete a user's data if the user requests deletion or terminates their account with you. Any user data which is collected by Alden via your Integration will be treated in accordance with our privacy policies.

4. Security.

You will implement and maintain appropriate technical and organizational security measures to protect and to preserve the security, integrity and confidentiality of the data of your users. These security measures shall prevent the unauthorized access or disclosure of personal or confidential data that you process. You must promptly report any security deficiencies or security incidents that may impact or compromise our users, API, or Service in writing to [email address]. And, if there is a security incident, you will work with us to immediately correct the incident or deficiency.

We reserve the right to review or audit your books, records, agreements, access logs, third-party audit and examination reports, systems, networks, facilities (including physical and remote access to data centers and cloud facilities), controls, policies and procedures related to your Integration to ensure compliance with this Policy. You will promptly correct any security flaws or deficiencies. Upon remediation, you will certify in writing that you are now in compliance.

5. License.

We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the API to develop, test and support your Integration and to distribute or allow access to your Integration to users of your service, provided that you comply with this Policy, the Agreement, and all applicable laws. You have no right to distribute or allow access to our stand-alone API. We may terminate your access to our API at any time for any reason.

6. Ownership.

We own all rights, titles, and interest in the Service and the API, including all intellectual property rights, marks, code, and features. You won't infringe, reverse engineer, or copy our code, design, or content. You will not access our API in order to compete with our Service. Any rights not expressly granted by this Policy are withheld, so if you don't see it here, then it's not a right we're giving you. You own all rights, titles, and interest in the Integration, except for the API, our marks, and the Service. If you provide feedback about the API or the Service, we may copy, modify, create derivative works, display, disclose, distribute, or use that feedback without any obligation to you.

7. Use of Marks.

You may only use our name and marks (meaning our logos, trademarks, trade names, and copyrighted images) with our express written permission. You may not alter or remove any proprietary notices in our marks. You won't use our name or marks in your Integration name or logo, or in any way that implies an endorsement by us. If you use our marks to create your logo or name, you'll immediately assign those rights to us at no expense.

8. Disclaimer.

To the maximum extent permitted by law, we provide the API as-is. That means we don't provide warranties of any kind, either express or implied, including but not limited to merchantability and fitness for a particular purpose.

9. Updates.

We may update or modify the API, this Policy, and the terms of the Agreement from time to time by posting the changes on this site or notifying you via email. These changes may affect your use of the API or the way your Integration interacts with the API. If we make a change that's unacceptable to you, you should stop using the API.

10. Confidentiality.

You may have access to confidential, proprietary, and non-public information specific to the API ("Confidential Information"). You may use this information only to build with the API. You won't disclose the Confidential Information to anyone without our written consent, and you'll protect the Confidential Information from unauthorized use and disclosure in the same way you'd protect your own confidential information.

11. Indemnification.

You'll indemnify and hold Alden, its employees, directors, owners, and other associates harmless from any losses (including attorney fees) that result from third-party claims that relate to your use of the API.

12. The Rest.

Neither this Policy nor the Agreement creates or implies any partnership, agency, or joint venture. This Policy and the Agreement will apply for as long as you use the API or until terminated in accordance with this Policy and the Agreement. In the event of a conflict between this Policy and the Agreement, the Agreement shall control.

You agree that your use of the API, this Policy, and the Agreement will be governed under and interpreted in accordance with Alabama law. In the event of a legal dispute involving your use of the API, this Policy, or the Agreement you agree to resolve the dispute through arbitration, and you consent to conducting arbitration in Jefferson or Shelby County in Alabama. In the event that a dispute must be resolved by a court, you agree to resolve that dispute in a state or federal court in Jefferson or Shelby County in Alabama.

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