

**FAIRE WHOLESALE, INC.**

**API LICENSE AGREEMENT**

Last Modified: July 12, 2021

This API License Agreement (this “**Agreement**”) is a binding contract between you (“**you**” or “**your**”) and Faire Wholesale, Inc. (“**Faire**,” “**we**,” or “**us**”). This Agreement governs your access to and use of the Faire application programming interface.

BY CLICKING THE “I ACCEPT” BUTTON BELOW, OR BY ACCESSING OR BY DOWNLOADING, INSTALLING, OR USING THE FAIRE API, YOU HAVE INDICATED THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE FAIRE API.

If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, “you” and “your” will refer to that company or other legal entity.

Please review Faire’s Terms and Conditions located at [www.faire.com/tos](http://www.faire.com/tos) and Privacy Policy located at [www.faire.com/privacy](http://www.faire.com/privacy), both of which are referenced in this Agreement and incorporated herein.

**1. Definitions.**

“**API Key**” means the confidential security key(s) Faire makes available for you to access the Faire API.

“**Brand**” means a business that uses the Service to sell its Goods to Retail Merchants, and is a user who has registered accounts with both Faire and you and/or Your Application.

“**Brand Agreement**” means the agreement entered into between the you and the Brand governing the Brand’s use of your services, including the installation and use of Your Application.

“**Brand Data**” means information, including Personal Information, relating to the Marketplace Supplier, including business, financial, product, and account information.

“**Faire API**” means the Faire application programming interface, and all software, programs, developer tools, development kits, data structures, protocols, formats, specifications, and any Faire API documentation or other Faire API materials made available by Faire.

“**Faire Customer**” means a Retailer and/or a Brand.

“**Faire Customer Data**” means information, including Personal Information, relating to a Faire Customer, including business, financial, product, and account information.

“**Faire Marks**” means Faire’s proprietary trademarks, service marks, trade dress, trade names, branding, and/or logos made available for use in connection with the Faire API pursuant to this Agreement, whether registered or not.

“**Goods**” means the products listed for sale or sold using the Service by Brands for resale by Retailers to end-customers.

**“Personal Information”** means any information that directly or indirectly identifies a natural person that you obtain through your use of the Faire API, including but not limited to, an individual’s username, name, email address, phone number, mailing address, home address, identification number, location data, profile information (including photo or avatar, website or social media handles), and however that term is defined under applicable laws, rules and regulations.

**“Retailer”** means a business that uses the Service as a retailer to buy Goods from a Brand for resale to its end-customers.

**“Service”** means Faire’s online marketplace platform, available at [www.Faire.com](http://www.Faire.com) and associated mobile applications, that enables Brands to offer for sale and to sell Goods to Retailers for resale to end-customers, and all functionality and content therein.

**“Your Application(s)”** means web or other software services, applications, or other interface developed and/or owned by you to interact with the Faire API.

2. **Registration Process and API Key.** Subject to the terms and conditions of this Agreement:
  - 2.1. **Compliance.** Your Application must comply with Faire’s compatibility and interconnectivity requirements.
  - 2.2. **API Key.** Faire will provide you with an API Key that will permit you access certain Faire Customer Data for the purpose of fulfillment. You may not use the Faire API for any other purpose without our prior written consent. In order to use and access the Faire API, you must obtain an API Key through an email process or other process established by Faire in its sole discretion.
  - 2.3. **Security.** You may not share your API Key with any third party, must keep your API Key and all log-in information secure, and must use the API Key as your sole means of accessing the Faire API. Your API Key may be revoked at any time by us.
  
3. **License Grant.**
  - 3.1. **Use.** Subject to the terms and conditions of this Agreement, Faire hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the Faire API solely for the purpose of developing Your Application(s) that will integrate, communicate and interoperate with the Service, and solely pursuant the accompanying Faire API documentation.
  - 3.2. **Faire Marks.** Subject to the terms and conditions of this Agreement, Faire hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to display certain Faire Marks in compliance with usage guidelines that we may specify from time to time for the limited purpose of identifying that Your Application is compatible with the Service. You agree that your use of the Faire Marks in connection with this Agreement will not create any right, title, or interest, in or to the Faire Marks in favor of you, and that all goodwill associated with the use of the Faire Marks will inure to the benefit of Faire. You agree that you will not use the Faire Marks in connection with the advertising, promotion, distribution, or sale of any other products or services, and will not use the Faire Marks in a way that may suggest endorsement or affiliation with Faire.
  - 3.3. **No Implied Licenses.** You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted herein.
  - 3.4. **Open Source Software.** The Faire API may include open source software which is governed by an open source license. In the event that any such open source software license conflicts with this Agreement, you acknowledge and agree that the terms of the open source license will control.
  - 3.5. **Faire API Limits.** We reserve the right, in our sole discretion, to limit the number and/or frequency of API requests you are allowed to make. Faire may temporarily or permanently suspend or block your

access to the Faire API if you exceed such limits, with or without notice to you, and without liability to you or to any other person.

4. **Use of Your Trademarks.** You hereby grant Faire a world-wide, non-exclusive license during the term of the Agreement to use and/or display, at Faire's option, your trade name, trademarks, service marks, trade dress, logos and domain name(s) or other identifying feature solely to promote, advertise and/or describe your use of the Faire API and/or the functionality and/or features of Your Application.
5. **Privacy, Data Retention, and Security.**
  - 5.1. **Privacy.**
    - (a) The Faire API may give you access to and the ability to collect Personal Information about Brands. You agree that will not collect or store any Brand passwords.
    - (b) You shall have in place a privacy policy that complies with all applicable privacy laws, rules, and regulations, and which is at least as restrictive as Faire's Privacy Policy, provides adequate notice, and obtains prior consent as required for the collection, use and storage of Brand Data, and any Personal Information Your Application will access and/or collect once installed.
  - 5.2. **Other User Information.** You may receive information about other users, including Retailers, who may not be your registered account holders and/or may not be users of Your Application, that you obtain, directly or indirectly, in connection with your use of the Faire API ("**Other User Information**").
    - a) You may use the Other User Information only as it absolutely necessary to perform activities permitted under this Agreement and in strict compliance with your privacy policy and all applicable laws, rules and regulations.
    - b) You agree that you will not access, collect, use, distribute or otherwise process Other User Information for any purpose other than to facilitate the use of the Service, as allowed under this Agreement.
    - c) Your use of Other User Information will be consistent with Faire's Privacy Policy.
  - 5.3. **Faire Customer Data.** You agree that you will not access, collect, use, store, make copies, and/or distribute any Faire Customer Data that you receive as a result of the Faire API, except as is absolutely necessary to provide the services of Your Application services to the Faire Customer. You agree that you will not share, sell, disclose or distribute such information to any third party, except as expressly stated herein.
  - 5.4. **Data Retention.** You shall retain Faire Customer Data retrieved from or as a result of the Faire API only so long as reasonably necessary to perform activities permitted under this Agreement, and such retention shall be in compliance with all applicable laws, rules, and regulations. Except where otherwise prohibited by law, you will delete all Faire Customer Data, including copies thereof, within 15 days, when a Brand uninstalls Your Application, when such Faire Customer Data is not necessary for you to provide the services of Your Application, or you receive a request from a Faire Customer or from Faire to delete that Faire Customer Data.
  - 5.5. **Security.** Your networks, operating systems, software, web servers, routers, databases, and computer systems must be properly configured to industry standards so as to securely operate Your Application and prevent any intrusion or unauthorized disclosure or loss of data. In the event of a security breach involving the Faire API and/or any Faire Customer Data, you must notify Faire immediately in writing and diligently resolve any such security breach, in addition with complying with all applicable laws, rules and regulations.
6. **Your Applications and Your Obligations.**
  - 6.1. **Responsibility.** You agree that you are solely responsible for Your Application, and its development, use, promotion, distribution and/or maintenance, and that you will promptly notify us in writing of any changes to Your Application. You agree that you are solely responsible and liable for your access, collection, use, distribution and/or storage of Faire Customer Data.

- 6.2. **Consent.** Prior to accessing any Brand Data, the applicable Brand must grant you access either through affirmative consent and/or authentication at the time a Brand installs Your Application and/or by giving you the Brand's API credentials. You represent and warrant that Brands may revoke consent at any time. You agree that any other access to Brand Data is strictly prohibited and a violation of this Agreement.
- 6.3. **Brand Agreement.** You shall present the Brand with a Brand Agreement that conforms to all applicable laws, rules and regulations, and in no event shall be less protective than Faire's Terms and Conditions and Privacy Policy.
- 6.4. **Liability Exemption.** You must include in the Brand Agreement a statement that you are solely responsible and liable, and that Faire is exempt from any such liability, for the following:
  - (a) the development, use, promotion and distribution of Your Application;
  - (b) any fault, errors, harm, or damages that may result from Your Application, its installation, and/or use;
  - (c) any support services, maintenance or assistance regarding Your Application; and
  - (d) your access, collection, use, distribution and/or storage of Faire Customer Data.
- 6.5. **Monitoring.** You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications.
- 6.6. **Report Abuse.** You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the Faire API, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

## 7. Restrictions.

- 7.1. Except as expressly authorized under this Agreement, you may not: (a) copy (except in the course of loading or installing), modify, or create derivative works of the Faire API, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Faire API; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Faire API, in whole or in part; (d) remove any proprietary notices from the Faire API; (e) use the Faire API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (f) combine or integrate the Faire API with any software, technology, services, or materials not authorized by Faire; (g) design or permit Your Application(s) to disable, override, or otherwise interfere with any Faire-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; (h) use the Faire API in any of Your Application(s) to replicate or attempt to replace the user experience of the Service; or (i) attempt to cloak or conceal your identity or the identity of Your Application(s) when requesting authorization to use the Faire API.
- 7.2. You will not use the Faire API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- 7.3. You and Your Application(s) shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on [www.faire.com](http://www.faire.com) from time to time.

8. **Service Providers.** If you work with service providers to facilitate your performance under this Agreement, you agree to require your service providers to: (a) comply the terms and conditions of this Agreement; (b) protect Faire Customer Data received or originating from or through the Faire API and/or Service that is at least as protective as Faire’s Terms and Conditions and Privacy Policy; (c) limit their use of Faire Customer Data solely for the purpose of providing their services to or for Your Application, and not for their own or other purpose; and (d) keep the Faire Customer Data secure, safe and confidential. You acknowledge and agree that any act or omission by a service provider amounting to a breach of these terms will be deemed to be a breach by you. Upon request, you will provide a list of your service providers to Faire and/or Faire Customer(s).
9. **No Support; Updates; Access.**
  - 9.1. This Agreement does not entitle you to any support for the Faire API. You acknowledge that we may update or modify the Faire API from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version(s). You are required to make any such changes to Your Applications that are required for integration as a result of such Update at your sole cost and expense. Updates may adversely affect how Your Applications communicate with the Service. Your continued use of the Faire API following an Update constitutes binding acceptance of the Update.
  - 9.2. We reserve the right, at our sole discretion to modify, discontinue or terminate the Faire API, and/or the Service, in whole or in part, at any time for any reason with or without notice. We reserve the right to impose limits on certain features, services, and/or to restrict your access to some of all of the Faire API.
10. **Audit and Right to Monitor.** You agree that Faire may monitor use of the Faire API to ensure quantity, improve the Services, to identify security and/or privacy issues, and/or to verify your compliance the terms of this Agreement. You agree that Faire may audit Your Application and/or activities relating to your use of the API Agreement. At Faire’s request, you will provide Faire free access to use Your Application for such purposes, and any relevant documentation and other information, and you agree that you will not interfere with Faire’s monitoring or auditing of Your Application.
11. **No Fees.** You agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the Faire API at any time.
12. **Collection and Use of Your Information.** We may collect certain information about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the Faire API and/or the Service, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy and data protection requirements, available at [www.Faire.com/privacy](http://www.Faire.com/privacy).
13. **Intellectual Property Ownership; Feedback.**
  - 13.1. You acknowledge that, as between you and us, except for the limited licenses granted in this Agreement, Faire owns and/or retains all right, title, and interest in the Faire API, the Service, the Faire Marks, and all content created or derived therefrom, including all intellectual property rights and any other proprietary rights therein (“**Faire’s Property**”). You acknowledge and agree that your use of Faire’s Property, or any part thereof, does not grant to you any ownership rights therein, and you will not at any time claim an interest in Faire’s Property, or do anything directly or indirectly, that

could adversely affect Faire and/or Faire's Property. You will use commercially reasonable efforts to safeguard Faire's Property from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us in writing if you become aware of any infringement of any of Faire's Property, and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights.

13.2. As between you and us, Faire owns all right, title and interest in any Faire Customer Data that Faire receives as a result of a Brand's installation or use of Your Application, and all such Faire Customer Data shall be subject to Faire's Terms and Conditions and Privacy Policy.

13.3. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Faire API, the Service, and/or the Faire Marks, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

13.4. You acknowledge that, as between you and us, you retain all right, title, and interest, including all intellectual property rights, in and to Your Application(s), excluding any of the aforementioned rights set forth in subsection 13.1 herein.

14. **Non-Exclusivity.** You acknowledge and agree that Faire may enter into discussions, agreements or similar arrangements with third parties that may be competitive to you and/or Your Application, and/or may promote and distribute materials that are competitive to you, and that you will not prevent Faire from doing so.

15. **Relationship.** Faire and you are independent contractors, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. You are not authorized to make any representation, contract or commitment on behalf of Faire.

16. **Confidentiality.**

16.1. **Definition.** "**Confidential Information**" means: (a) the Faire API, the API Key(s), Personal Information, software, and any features, results or output produced by, and other information relating to, the Faire API, and (b) any business or technical information of Faire, including, but not limited to, any information relating to Faire's trade secrets, product plans, designs, costs, technical specifications, product prices and names, finances, marketing plans, customer lists, business opportunities, personnel, research, development or know-how.

16.2. **Exclusions.** The obligations in this Section will not apply to the extent any information: (a) is or becomes generally known to the public through no fault or breach of this Agreement by you; (b) is rightfully known by you at the time of disclosure without an obligation of confidentiality; (c) is independently developed by you without access to or use of any Confidential Information; (d) is rightfully obtained by you from a third party without restriction on use or disclosure; or (e) is required to be disclosed pursuant to government or judicial order, subpoena, discovery request or similar method, provided that you promptly give written notice to Faire so that Faire may, at its option, first seek a protective order or other remedy to preserve the confidentiality of the Confidential Information.

16.3. **Restrictions.** You acknowledge and agree that you will not use or disclose any Confidential Information, except as necessary for the performance of this Agreement. You will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own proprietary information of a similar

nature and importance. You may disclose Confidential Information only to those of its employees who have a bona fide need to know such Confidential Information for the performance of this Agreement, provided that each such employee first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Your confidentiality obligations survive the termination of this Agreement.

- 16.4. **Remedies.** You acknowledge that the unauthorized use or disclosure of any Confidential Information would cause Faire to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, you acknowledge that Faire will have the right to obtain immediate equitable relief, without the requirement to post any bond, to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.
17. **Disclaimer of Warranties.** THE FAIRE API, THE SERVICE, AND FAIRE MARKS ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND FAIRE SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING THERETO. FAIRE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FAIRE MAKES NO WARRANTY OF ANY KIND THAT THE FAIRE API, THE SERVICE, AND/OR FAIRE MARKS, AND/OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
18. **Limitations of Liability.** FAIRE’S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID TO FAIRE BY YOU FOR THE FAIRE API, OR, IN THE EVENT THAT FAIRE HAS MADE THE FAIRE API AVAILABLE TO YOU WITHOUT CHARGE, FAIRE’S TOTAL LIABILITY WILL BE LIMITED TO US\$100. IN NO EVENT WILL FAIRE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OUT OF THE USE OR INABILITY TO USE THE FAIRE API, THE SERVICE, AND/OR THE FAIRE MARKS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FAIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ***Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.***
19. **Indemnification.** You agree to indemnify, defend, and hold harmless Faire and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, arising from or relating to: (a) your use or misuse of the Faire API, the Service, and/or Faire Marks; (b) your breach of this Agreement and/or any representations and warranties therein; and (c) Your Applications, including any end-user’s use thereof. In the event we seek indemnification or defense from you under this Section, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner

whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.

20. **Term and Termination.** The term of this Agreement commences when you acknowledge your acceptance of this Agreement by clicking the "I ACCEPT" button and will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the Faire API and Faire Marks. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. You may terminate this Agreement at any time by ceasing your access to and use of the Faire API and Faire Marks. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the Faire API and Faire Marks. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive termination. Termination will not limit any of Faire's rights or remedies at law or in equity.
21. **Export Regulation.** The Faire API may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Faire API to, or make the Faire API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Faire API available outside the US.
22. **US Government Rights.** The Faire API is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Faire API as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.
23. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. Any such modifications will be effective prospectively upon making the modified version of this Agreement available on Faire.com or otherwise made available to you. You will be responsible for reviewing and becoming familiar with any such modifications. If you do not want to agree to changes to this Agreement, you can terminate this Agreement at any time.
24. **Governing Law and Jurisdiction.** This agreement is governed by and construed in accordance with the laws of the State of California without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city and county of San Francisco, CA, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
25. **Notices.** All notices by you and which are required or permitted under this Agreement shall be in writing and delivered to our corporate headquarters (identified below), and must be delivered either in person,



by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Faire API. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

26. **Miscellaneous.** This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to such subject matter. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and you may not assign this Agreement, in whole or in part, without Faire's prior written consent, and any attempted assignment without such consent will be void. Notwithstanding, your obligations under this Agreement shall be binding upon your heirs, successors, and assigns. The following sections will survive any termination of this Agreement: Sections 1, 5, 7, 13, and 15 through and including 26.

27. **Contact Information.** If you have any questions regarding this Agreement, you may contact Faire at:

Faire Wholesale, Inc.  
100 Potrero Avenue  
San Francisco, CA 94103  
[partners@faire.com](mailto:partners@faire.com)

IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DESIRE TO COMPLETE INSTALLATION OF THE FAIRE API, PLEASE CLICK THE "I ACCEPT" BUTTON BELOW. OTHERWISE, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON OR OTHERWISE CANCEL THE INSTALLATION PROCESS.