

Dotloop API Request Form

In order to gain access to the API this request form must be completed and approved by dotloop.

Brokerage Name: _____

Broker/Admin Name: _____

Explain in detail how you intend to use the API and data. Please include any third party software or systems if applicable and also list any third parties that would have access to the API or data.

By signing this request form you guarantee the information is correct and also agree that you have read and agree to the Dotloop API Agreement.

Broker/Admin Signature:

Date: _____

Dotloop Approval:

Date: _____

Dotloop API Agreement

This document governs the terms under which you may access and use the application programming interface that is made available to certain dotloop customers (the "**API**"). This document incorporates the terms of dotloop's Terms and Conditions and dotloop's Privacy Policy, including all future amendments or modifications thereto (collectively, and together with this document, the "**API Agreement**").

By accessing or using the API, you agree to be bound by the API Agreement. If you access or use the API on behalf of a company, principal or other entity, you represent that you have authority to bind such entity and its affiliates to the API Agreement and that it is fully binding upon them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, or if you do not agree with the terms of the API Agreement, you may not access or use the API.

1. Purpose

The API is made available by dotloop, Inc. ("**dotloop**") to enable you to access information for your own use to streamline the back-office functions of your business. With this in mind, dotloop reserves the right to continually review and evaluate all uses of the API.

2. Changes

dotloop reserves the right to modify the API Agreement at any time. The most current version of the API Agreement is posted on our website. By continuing to use the API, you agree to be bound by the revised API Agreement. If you do not agree to the new terms, you agree to stop using the API.

3. Registration

You are only allowed to register for and use one set of authentication credentials, unless otherwise permitted by dotloop in writing. You agree to keep your authentication credentials confidential and not to share them with any third party.

4. License

Subject to the terms set forth in the API Agreement, dotloop grants you a non-exclusive, revocable, non-sublicensable, non-transferable license to access and use the API. You may not use the API for any other purpose without dotloop's prior written consent. These license rights are further limited by the restrictions set forth elsewhere in the API Agreement, and all rights not expressly granted to you hereunder are reserved by dotloop. You acknowledge and agree that dotloop may monitor your API integration in order to confirm compliance with the API Agreement and you agree to assist in such monitoring by providing integration information as appropriate.

5. Restrictions

You agree that you will not, and will not assist or enable others to:

- a. cache, record, pre-fetch, or otherwise store any portion of content accessed by the API, other than for integrating information into your back-office solutions;
- b. use the API to update or create information that contributes to activities that are competitive to dotloop's business;

- c. use the API on behalf of any third party;
- d. copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the API;
- e. use the API in a manner that impacts the stability of dotloop's servers or impacts the behavior of other applications using the API;
- f. use the API in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in dotloop's sole discretion) to dotloop, its providers, its suppliers, or users.

6. Termination

dotloop reserves the right, in its sole discretion (for any reason or for no reason) and at any time without notice or liability, to change, suspend or discontinue the API and/or suspend or terminate your rights under the API Agreement to access, use and/or display (as applicable) the API. Any termination of the API Agreement will also immediately terminate the licenses granted to you hereunder. Such change, suspension or termination of the API may cause your existing integrations using the API to stop functioning properly.

7. Indemnity

You agree that your use of the API is at your own risk and you agree to hold harmless, defend (subject to dotloop's right to participate with counsel it selects) and indemnify dotloop and its subsidiaries, affiliates, officers, agents, employees and suppliers from and against any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fee) arising from, or in any way related to your use or implementation of the API. You will not agree to any settlement that imposes any obligation on dotloop without dotloop's prior consent.

8. No Warranties; No Support

THE API IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY, OF ANY KIND AND AT YOUR SOLE RISK. EXCEPT TO THE MAXIMUM EXTENT REQUIRED BY APPLICABLE LAW, DOTLOOP DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE API, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, DOTLOOP DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE API WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR FREE. FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE AND AGREE THAT THE API AGREEMENT DOES NOT ENTITLE YOU TO ANY SUPPORT FOR THE API. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM DOTLOOP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE API AGREEMENT.

9. Limitation of Liability

YOU AGREE THAT DOTLOOP SHALL HAVE NO LIABILITY ARISING FROM OR BASED ON YOUR USE OF THE API. REGARDLESS OF WHETHER ANY REMEDY SET FORTH

HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT SHALL DOTLOOP OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API, EVEN IF DOTLOOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THE API AGREEMENT MUST BE BROUGHT WITHIN (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IF SUCH CLAIM IS NOT FILED, THEN THAT CLAIM IS PERMANENTLY BARRED. THIS APPLIES TO YOU AND YOUR SUCCESSORS, AND TO DOTLOOP AND ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, DOTLOOP'S MAXIMUM LIABILITY UNDER THIS API AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED US\$50.00.

10. Miscellaneous

The API Agreement encompasses the entire agreement between you and dotloop regarding the subject matter discussed therein. The failure of dotloop to exercise or enforce any right or provision of the API Agreement will not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the API Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining API Agreement will otherwise remain in full force and effect and enforceable. The API Agreement is not assignable, transferable or sublicensable, in whole or in part, by you except with dotloop's prior written consent. The section titles in the API Agreement are for convenience only and have no legal or contractual effect.

11. Survival

Sections 7, 8, 9, 10, and this 11 will survive any expiration or termination of this API Agreement for any reason.