

Supplier Index (SI) Trial Access Agreement

Version 1.0 – Effective Date: April 11, 2025

Provided by: CreateAnAPI, Inc.

1. Description of Service

The Supplier Index (SI) is a software service operated by CreateAnAPI, Inc., which allows eligible customers to search, browse, and access supplier data aggregated through PromoStandards-compliant APIs. The SI service pulls data specifically from suppliers who are active participants in the promotional products industry and who maintain active PromoStandards endpoints. The core data retrieved by this service includes, but is not limited to: Product Data, Media Assets, Product Pricing & Configuration (PPC), and Inventory Availability. Only suppliers with active implementations of all four endpoint categories are eligible for inclusion in the SI.

2. Definitions

“Agreement” refers to this Supplier Index Trial Access Agreement.

“Service Provider” means CreateAnAPI, Inc.

“Customer” refers to the individual or entity who has accepted this Agreement.

“SI” refers to the Supplier Index service operated by the Service Provider.

“Trial Period” refers to the initial 30-day period commencing on the date of Customer’s access.

“Authorized Users” refers to employees or contractors of the Customer who are granted internal access.

3. Grant of Trial Access

Subject to the terms and conditions herein, Service Provider grants Customer a non-exclusive, non-transferable, limited license to access and use SI during the Trial Period solely for internal business purposes. Access is limited to standard supplier list pricing and search functionalities.

4. Eligibility Requirements

Customer must be a bona fide Decorator or Distributor operating in the promotional products industry. Use of the Services is limited to Authorized Users only. Access by service providers, third-party agencies, or external entities is expressly prohibited.

5. Permitted and Prohibited Uses

Customer shall not:

- Use the Service for any purpose other than internal search of supplier data;
- Share access credentials or data with any third party;
- Extract, export, scrape, or reverse-engineer any portion of the Service;
- Use the Service to build or train any competitive product or service;
- Circumvent or attempt to access any restricted content or pricing data without proper authorization.

6. Supplier Access and Onboarding

Customer shall be granted access to suppliers available at the time of enrollment. Additional suppliers may be added if Customer holds valid accounts with those suppliers and submits appropriate PromoStandards access credentials. Service Provider requires a minimum of three (3) business days or more to activate any new supplier. Service Provider reserves the right to reject or remove any supplier due to data quality concerns, at its sole discretion.

7. Supplier Credentials Requirement

Access to custom or net pricing data through the Supplier Index (SI) is not included in the trial. To enable this functionality, Customer must (i) be an active paid subscriber, and (ii) provide valid Supplier account credentials along with corresponding PromoStandards access information for each supplier from whom such pricing data is requested and available.

8. PromoStandards Endpoint Requirements

You may only access data from suppliers who have implemented the required PromoStandards endpoints. To appear in your SI results, a supplier must support, at a

minimum, the following endpoints: **Product Data, Media, Product Pricing & Configuration (PPC), and Inventory**. If a supplier does not meet these technical requirements, their data will not be available through the SI platform.

9. Trial Period and Billing

The Trial Period shall last for thirty (30) days from the date of Customer's enrollment. Upon expiration, an invoice in the amount of \$69 shall be issued to Customer for the first paid month of service. This subscription shall automatically renew and be billed on a monthly basis thereafter. Failure to pay within seven (7) calendar days of the invoice date will result in immediate termination of services. To terminate the subscription, Customer must provide written notice before the next billing cycle.

10. Data Accuracy and Frequency

The data accessed through SI is provided directly by suppliers. Product, Media, and Pricing data is typically updated at a minimum interval of every 24 hours. Inventory data is often refreshed more frequently. However, update frequency may vary and is dependent on the supplier's availability and service conditions. Service Provider makes no guarantees of data currency or completeness.

11. Reasonable Use Policy

Customer agrees to use the Service in a fair and responsible manner. Excessive use, including but not limited to automated queries, abnormal traffic volumes, or attempts to aggregate large volumes of data, is prohibited. Service Provider reserves the right to monitor usage and restrict, suspend, or terminate accounts engaging in unreasonable use that may compromise system performance or violate the intended purpose of the Service.

12. Disclaimer of Warranties

The Service is provided on an "as-is" and "as-available" basis without warranty of any kind. Service Provider makes no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Supplier data is provided as-is and may be inaccurate or incomplete.

13. Indemnification

Customer shall indemnify, defend, and hold harmless Service Provider, its affiliates, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with Customer's breach of this Agreement or misuse of the Service.

14. Termination

Service Provider reserves the right to suspend or terminate Customer's access to the Service at any time for violation of this Agreement or for any other reason deemed necessary by Service Provider. No refunds shall be issued for any partial use or access.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, County of Pinal, without regard to its conflict of law provisions.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or representations.

17. Policy References

Customer acknowledges and agrees to the Service Provider's governing documents, which are hereby incorporated by reference:

- Privacy Policy
- Terms of Use

- Data Processing Policy

These documents are accessible via <https://www.webservicespros.com> and may be updated from time to time. Customer's continued use of the Service constitutes acceptance of the most current versions.

18. Auditing Rights

Service Provider and participating suppliers whose data is made available through the Supplier Index (SI) reserve the right to audit Customer's usage of the Service to ensure

compliance with this Agreement. Such audits may include monitoring account activity, access patterns, and review of data interactions. Customer agrees to cooperate fully with any audit requests. Service Provider and suppliers may, at their sole discretion, determine whether data usage is in accordance with the intended scope of access and reserve the right to suspend or terminate access upon finding unauthorized or excessive use.

19. Acceptance of Terms

By clicking “I Accept”, you acknowledge that you have read and agree to the terms of the Supplier Index (SI) Trial Access Agreement, including the Privacy Policy, Terms of Use, and Data Processing Policy. You further confirm that you are an authorized representative of a distributor or decorator business and that you understand the service includes a 30-day free trial, followed by automatic monthly billing of \$69 unless canceled. Access to supplier data is subject to PromoStandards compliance, and use of the service is governed by reasonable use and auditing policies.