



## Services Framework: Web Services Terms of Use

These Terms apply to your access and use of the RS Services Framework: Web Services and the Content.

### 1 DEFINITIONS

- 1.1 In these Terms, unless the context requires otherwise, the following definitions apply:
- "**API Key**" refers to the unique identifier provided by RS to the Client to enable it to integrate the Services Framework: Web Services into its own software application, system or database.
- "**Authorised User**" refers to the Client's employees who have a direct relationship with RS and/or agents appointed by the Client and approved by RS to use the Services Framework: Web Services.
- "**Client**" refers to any person or entity that integrates the Services Framework: Web Services environment into its own software application, system or database and "**you**" shall be construed accordingly.
- "**Client Application**" refers to the manner in which a Client presents the Content to the Client's end users whether through the Client's website, the Client's software applications or otherwise;
- "**Content**" refers to RS content such as product information and details or any other data made available from time to time by RS.
- "**Results Page**" refers to the page displaying the Content.
- "**RS**" refers to RS Components Limited (company number 1002091) of Birchington Road, Weldon, Corby, Northamptonshire, NN17 9RS.
- "**Services Framework: Web Services**" refers to access to and the display of the Content as accessed by the Client through use of the API Key, or such other means of access as provided by RS from time to time; and
- "**Terms**" refers to these terms of use.

### 2 PURPOSE

- 2.1 The Client may use the Services Framework: Web Services to access the Content only.
- 2.2 RS reserves the right to continually review and evaluate all use of the Services Framework: Web Services in its sole discretion.
- 2.3 RS failure to immediately terminate any End User for breach of clause 2.1 shall in no way be construed as a waiver of its ability to terminate such End User later or any other user.
- 2.4 RS reserves the right to request any information related to your use of the Services Framework: Web Services and your compliance with the Terms. Failure to respond completely and in a timely manner to such request may result in termination.
- 2.5 Please refer to the RS privacy policy [[Privacy policy | RS Components](#)] for full details on how RS collects, reviews, processes and stores your data for the purposes of the Services Framework: Web Services.

### 3 OPERATING RS SERVICES FRAMEWORK: WEB SERVICES

#### Conditions of Access to Services Framework: Web Services

- 3.1 Activation of the Services Framework: Web Services shall be conditional upon the Client:
- 3.1.1 being authorised to use the same by RS;
  - 3.1.2 successfully completing RS' on-boarding process; and
  - 3.1.1 obtaining its API Key from RS after requesting it via email.
- 3.2 The Client is solely responsible for any use of the Services Framework: Web Services made from its account and respects the confidentiality of the API Key and access obtained at all times.
- Restrictions on Use**
- 3.3 The Client agrees that in using the Services Framework: Web Services or accessing the Content, it shall not, and shall not assist or enable others to:
- 3.3.1 exceed any service levels of consumption as notified by RS from time to time.
  - 3.3.2 misuse or make unauthorised modifications to or unauthorised use of the Services Framework: Web Services or the Content.
  - 3.3.3 modify the Content to update or create its own business listing information.
  - 3.3.4 without RS' express written consent display Content in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between itself or a third party and RS.
  - 3.3.5 without RS' express written consent copy, rent, lease, sell, transfer, assign, sublicense, or dissemble (except to the limited extent expressly authorised under applicable law), modify or alter any part of the API Key; or



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- 3.3.6 use the Services Framework: Web Services or Content in any manner or for any purpose that may violate any applicable law, regulation, policy or any right of any person.

### **Respect for the Integrity of Content**

- 3.4 The Client agrees and undertakes to:
- 3.4.1 respect the integrity of Content and not use the Services Framework: Web Services to alter or modify Content; and
- 3.4.2 display and not affect, modify and/or remove any proprietary notices and copyright notices from RS and its suppliers as they may appear on the Results Page or otherwise on the Content.

## **4 INACCESSIBILITY OF THE SERVICES FRAMEWORK: WEB SERVICES**

- 4.1 From time to time the Services Framework: Web Services may be inaccessible, unavailable or inoperable for any reason, including, without limitation:
- 4.1.1 equipment malfunctions.
- 4.1.2 periodic updates, maintenance procedures or repairs; or
- 4.1.3 causes beyond the control of RS which are not reasonably foreseeable.
- 4.2 The Client acknowledges and agrees that RS has no control over the availability of the Services Framework: Web Services on a continuous or uninterrupted basis.

## **5 CONSEQUENCES OF TERMINATION OF SERVICES**

- 5.1 Upon termination of the Services Framework: Web Services for whatever reason, the Client agrees to:
- 5.1.1 cease all use of the API Key.
- 5.1.2 not offering any updates for any Client Applications using the API Key.
- 5.1.3 delete and oblige all Authorised Users to delete, any cached or stored Content; and
- 5.1.4 to destroy any copies of the API Key.

## **6 LENGTH**

- 6.1 The use of the Services Framework: Web Services begins on the date of delivery of the API Key to the Client.
- 6.2 RS reserves the right to immediately and without notice suspend the provision of the Services Framework: Web Services in the following cases:
- 6.2.1 any breach of these Terms by the Client or its Authorised Users; and/or
- 6.2.2 any violation of any applicable laws or regulations (including ethics rules) by the Client or its Authorised Users.
- 6.3 In case of failure by the Client or its Authorised Users to observe any of its obligations under these Terms, RS reserves the right, immediately and without notice, to terminate these Terms.

## **7 DISCLAIMER OF WARRANTIES**

- 7.1 The Client's use of the Services Framework: Web Services and/or Content is at your sole risk.
- 7.2 The Services Framework: Web Services, including the Content, is provided by RS on an "as is" basis and subject to the availability of data.
- 7.3 To the fullest extent permitted by law, RS disclaims all express or implied conditions, representations, and warranties of any kind including any implied warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement.
- 7.4 RS makes no representations, warranties, conditions or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the Services Framework: Web Services or Content.
- 7.5 RS make no warranty or representation that:
- 7.5.1 the Services Framework: Web Services will be uninterrupted, timely, secure, or error-free;
- 7.5.2 the results that may be obtained from the use of the Services Framework: Web Services will be accurate or reliable.
- 7.5.3 the quality of any products, services, content, information, or other material obtained from the Services Framework: Web Services will meet your expectations or requirements; or
- 7.5.4 any errors in the Services Framework: Web Services will be corrected.
- 7.6 The Client assumes all risk for any damage to its computer system or loss of data that results from obtaining any Content from the Services Framework: Web Services, including any damages resulting from computer viruses.



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### **8 LIMITATION OF LIABILITY**

- 8.1 To the fullest extent permitted by law, RS is not liable for any indirect, punitive, special, incidental, consequential, or exemplary damages, nor for loss of business, revenue, profits, anticipated savings, goodwill, use, data (or corruption thereof), electronically transmitted orders, arising out of or in connection with the Services Framework: Web Services, even if RS has previously been advised of, or reasonably could have foreseen the possibility of such damages, however they arise, whether in breach of contract in tort (including product liability, strict liability or negligence).
- 8.2 RS does not exclude or restrict its liability for death or personal injury arising from its negligence, nor for liability arising from fraud or fraudulent misrepresentation.
- 8.3 Subject to clause 8.2, RS does not accept any liability, and shall not be liable for, any loss, damage, cost or expense of any kind incurred by the Client arising or in connection with its access to, use of, or inability to use, the Services Framework: Web Services or Content or through the Client Application.

### **9 CONFIDENTIALITY**

- 9.1 The Client agrees never to use, or disclose to third parties, any information obtained through its use of the Services Framework: Web Services or Content for any other purpose other than the intended purpose contemplated by clause 2.1.

### **10 CLIENT APPLICATION AND LIMITED LICENCE**

- 10.1 You are solely responsible for, and RS bears no liability for, the development, operation, or maintenance of the Client Application or for any materials contained on the Client Application.
- 10.2 You agree that you will not: (i) send or initiate any email or other electronic messages that in any way suggest or imply or mislead or are likely to mislead a recipient into believing that RS was the sender or sponsor of such email or electronic message or procured you or induced you to send such email or electronic message; (ii) forward, redistribute or otherwise repurpose any email or other electronic messages that RS sends to its customers or (iii) send or initiate any email in violation of any applicable laws, rules or regulations and other requirements of any governmental authority that has jurisdiction over you.
- 10.3 The API Key and the Services Framework: Web Services including without limitation the Content, is owned by or licensed to RS. Subject to these Terms, and provided that you have a current and valid API Key, RS hereby grants to you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to copy and display the Content solely on the Client Application. You may not use the Services Framework: Web Services Key or Content for any other purpose without RS' prior written consent. Other than the limited license expressly set out in this clause 10.3, RS reserves all rights, title and interest in and to the Services Framework: Web Services, the Content, all trademarks and logos and any other intellectual property provided for use in connection with the Services Framework: Web Services and the Content.
- 10.4 The Client acknowledges and agree that RS may monitor the Client Application in order to confirm compliance with these Terms and may request information at any time to support the Client's compliance with these Terms. Should RS, in its sole discretion, determine that the Client is not complying with the Terms, RS may terminate your licence and invalidate your API Key with or without notice to you.

### **11 EXPORT CONTROL**

- 11.1 The Services Framework: Web Services including the Content may be subject to export control laws, restrictions, regulations and orders of the United States or other countries. You agree to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall obtain any export, re-export or import authorisations required by United States or your local laws.

### **12 GENERAL**

- 12.1 The Client may not sell, transfer, deliver or delegate any rights and obligations under these Terms.
- 12.2 These Terms are governed by English law, and, in the event of any dispute, the parties shall irrevocably submit to the non-exclusive jurisdiction of the English Courts.



**Services Framework: Web Services Terms of Use**

**Signed by** \_\_\_\_\_ for and on behalf of Client \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

RS Billing Number: \_\_\_\_\_  
(Sold-to)