

API TERMS OF USE

PLEASE READ THESE API TERMS OF USE CAREFULLY BEFORE USING THE API. BY USING THE API, YOU AGREE TO BE BOUND BY THESE API TERMS OF USE. IF YOU DO NOT AGREE TO THESE API TERMS OF USE YOU MUST NOT USE OUR API FOR ANY PURPOSE WHATSOEVER.

In these **API Terms of Use**, **We**, **Our**, **Ourselves**, **Us** or **API Licensor** means Anglia Components Plc (a company incorporated in England and Wales under number 04233823 whose registered office is at Sandall Road, Wisbech, Cambridgeshire PE13 2PS) and **You**, **Your** or **API Licensee** means you (and if you are using the API on behalf of a legal person, business or other organisation (**Organisation**) includes you and also such Organisation).

Our application programming interfaces (**API**) can be accessed at api.anglia.com, and includes any documents (electronic or otherwise) that come with the API. Our API is intended to be used as an interface between Our website anglia-live.com, comprising Our relevant products or services, including any customer specific value added services and any other features, content, or applications offered or operated by Us from time to time whether accessed via the internet, mobile device or other electronic device (**Platform**).

As part of use of the API, You may access or otherwise use on Our Platform certain content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data made available via the API (**API Data**).

If these API Terms of Use do not specifically say that You can do something in connection with the API, the API Data or the Platform, then You cannot.

Access to the API

You agree:

- to access the API only using the API key that We give You;
- to keep Your API key secure and that You are responsible for any use of the API using Your key; and
- that end users shall not be prompted to provide any passwords, usernames or other login details that they use to access the Platform directly to You, however these details may be stored within the API in accordance with these API Terms of Use and Our Privacy Policy.

How You may use the API

You must ensure that Your use of the API complies with:

- these API Terms of Use, Our Privacy Policy or any other relevant policy of Anglia Components see Anglia-live.com; and
- all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant jurisdiction, government or regulatory agency or other regulatory body.

What the API must not be used for

You must not use the API to send spam or to interfere with or degrade Our services in any way.

You must also not use the API for any unlawful purpose or activity whatsoever, including fraud or terrorism, or to promote any unlawful act, or in any way which:

- makes any private information on the Platform publicly available;
- causes or is intended to cause annoyance, inconvenience or needless anxiety;
- is abusive, harmful, threatening or defamatory or may otherwise cause offence (including uploading any material that contains a virus or other malicious code);
- does or could potentially breach a legal duty to anyone else (including a duty of confidentiality) or infringe a person's right to privacy;
- promotes discrimination or is likely to incite hatred; or
- may infringe the intellectual property rights (e.g., copyright, trade marks, service marks, patents, database rights, know-how, design rights, domain names, know-how and rights in software (registered or not)) of anyone else (including Ours).

You must also not:

- distribute, license, sell, rent, lease or otherwise deal in or encumber (like a guarantee, mortgage or security interest, for example) the API;
- modify, add to, or otherwise enhance the API;
- copy or decompile the API and shall not observe, study or test the functioning of the API (or any part of it), but only so far as the same cannot be restricted by law; or
- infringe or copy Our code or content or the design of Our Platform.

Licences to use the API and API Data

We grant You a non-exclusive, revocable and non-transferable licence, without a right to sublicense to end users, to use the API for accessing and extracting pricing and stock availability information on our products and with the option to place orders for our products subject to the restrictions on use in these API Terms of Use. You must not use the API in conjunction with any commercial purpose.

The API licensed under these API Terms of Use shall include any error corrections, patches, fixes, updates, upgrades, new releases or new versions subsequently received (if any) of the API.

We grant You a non-exclusive, revocable, and non-transferable licence without a right to sublicense to end users, to download, copy, display, view and use the API Data for accessing and extracting pricing and stock availability information on our products , provided that You shall not:

- create permanent copies of the API Data except to the extent permitted by these API Terms of Use;
- remove, alter, or cover up any trade mark, service mark, copyright and other proprietary notices contained in the API Data;
- without Our prior written consent, make derivative works of, or commercially distribute or otherwise exploit the API Data, or use the Platform or any API Data in a way that inaccurately suggests an association between You and Us or Our licensors; or
- otherwise use or exploit the API Data in any way for any purpose except as specifically permitted by these API Terms of Use.

This means that:

- We can grant licences to anyone else (and retain rights to do things with the API and API Data Ourselves);
- We can decide to take the licences back from You; and
- You are not permitted to transfer Your rights to anyone else or to allow anyone else to use the API, the API Data or the Platform.

You accept that the API Data may contain third party intellectual property rights and You shall ensure that Your use of such API Data does not infringe those rights. Except for Your right to use the API, Platform and API Data as specifically granted in these API Terms of Use, all intellectual property rights in and to the API, Platform and API Data are Ours and remain Ours (or Our licensors’).

If You acquire any intellectual property rights in the API, Platform or any API Data, You shall transfer these rights (both existing and future) with full title guarantee to Us or anyone else We nominate (or You will make this happen immediately). You shall sign all documentation and do such things as We think necessary to transfer those rights.

You accept and understand that the API and API Data contain confidential and proprietary information and You shall not conceal, modify, remove, destroy or alter in any way any of Our proprietary markings on or in the API, API Data or any related materials and documentation.

Data protection

Certain personal data relating to users may be transferred to Us in connection with use of the API as described in Our Privacy Policy. Us and You shall comply with all data protection laws in connection with these API Terms of Use. Nothing in these API Terms of Use is intended to limit or exclude either Our or Your responsibilities or liabilities under applicable data protection laws.

API Licensor's rights

We have the right at any time to access Your API account and to monitor Your use of Your API account to ensure You are complying with these API Terms of Use. You grant Us a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, copy, download, view modify, publish, edit, translate, distribute, perform, display and otherwise utilise any content or material that You provide to Us through the API including any data or analytics generated from the same, as set out in Our Privacy Policy.

Our Marks

All trade marks, logos and service marks (the **Marks**) which appear on the Platform or API are Our registered and unregistered Marks or are licensed for use by Us by the owners of those Marks. Nothing contained on the Platform or API should be construed as granting any licence or right to use any Marks displayed on the Platform or API without Our written permission.

Confidentiality

You shall keep all confidential information relating to Our business, affairs and other customers (**Confidential Information**) confidential. You shall only use Our Confidential Information to use the API, and will give Us notice of any unauthorised misuse, disclosure, theft or loss of Our Confidential Information immediately upon becoming aware of this. You may disclose Our Confidential Information:

- to Your officers, employees, agents, professional advisers and contractors (and permit them to use, copy or modify Our Confidential Information) as is strictly necessary for You to be able to do what You are permitted and/or required to do under these API Terms of Use and You shall ensure such persons are made aware of and agree in writing to observe these same confidentiality obligations and at all times comply with them;
- as required by law.

Promises and disclaimers

You promise that:

- You hold all rights and have obtained all licences required to use the API Data;
- Your use of the API will not infringe Our rights or anyone else's, nor will it breach any applicable laws or regulations; and
- You shall notify Us in writing immediately upon the occurrence of a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the API Licensee.

To the maximum extent permitted by applicable law, You accept that the API is provided on an 'AS IS' basis and that:

- although we make reasonable efforts to update the information on our API, we make no representations, warranties or guarantees, whether express or implied, that the content on our API or the API Data is accurate, complete or up to date;
- the API may not be free of bugs or errors and that the existence of minor bugs or errors shall not constitute a breach of these API Terms of Use;
- You remain responsible for Your own hardware, content and any other data uploaded through the API;
- We accept no responsibility for any liability that arises in connection with anyone else unlawfully obtaining access to Your API account in order to abuse the nature and intent of the API (although this does not include where We obtain access to Your API account as We are permitted to under these API Terms of Use); and
- We accept no responsibility for any liability that arises in connection with the theft of Your username or password by unauthorised third parties.

We do not promise that the API shall be:

- uninterrupted or error free; or
- compatible with third party software or equipment.

Any promises that We make (and We are not saying that We are, unless We have to by applicable law) depend on You using the API in compliance with these API Terms of Use, and We shall not be liable, nor be required to fix, any problem arising from:

- any modification made to any part of the API by anyone other than Us without Our express prior written consent; or
- any defect or error wholly caused by any equipment or third party software used in connection with the API.

Subject to what it specifically says in these API Terms of Use and to the maximum extent permitted by applicable law, We and Our suppliers:

- make no other promises and do not agree to any other terms and conditions (express, implied or statutory) in relation to the API, the API Data and the Platform or about results to be obtained from using the API; and
- shall not be liable for any loss or damage arising out of any virus or other malicious code.

Liability

We exclude and/or limit our liability to the maximum possible extent that We are permitted to under applicable law and We shall not be liable to You for any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these are direct, indirect or consequential), or any indirect or consequential loss or damage whatsoever, arising under or in connection with these API Terms of Use, even if We were aware of the possibility that such loss or damage might be incurred by You. We do not exclude or limit any liability to the extent the same cannot be excluded or limited by law (such as fraud, fraudulent misrepresentation, or personal injury resulting from Our or Our employees' negligence or wilful default). Other than as expressly stated, the limitations and exclusions of liability above apply to all losses, damages, liabilities and claims howsoever arising, including in negligence or otherwise.

Indemnification

You agree to indemnify Us against all losses or damage We may suffer related to:

- any misuse of the API or API Data, including any claim Your use of the API Data infringes the intellectual property rights or privacy rights of anyone else; and
- any breach by You of any promise or non-performance of any of API Licensee's obligations under these API Terms of Use.

Updates to the API and these API Terms of Use

We may make changes to the API at any time and for any reason. We are entitled to modify or add to these API Terms of Use at any time, and will notify You of the updated terms by posting them on the Platform. By using the API after We have posted the updated terms, You are agreeing to the updated terms. If You do not agree to the updated terms, You should not continue to use the API.

Termination

If You breach these API Terms of Use, Your rights to use the API and the API Data will automatically terminate, and We can shut down or restrict Your access to the API and the API Data. Otherwise, the licences granted by Us under these API Terms of Use will continue until We terminate Your use (which we may do at any time for any reason and without notice) or You stop using the API, the API Data and the Platform. In the event that any of the licences granted by Us under these API Terms of Use terminate for any reason You shall promptly permanently delete and destroy all copies of the API and/or API Data in Your possession or control. Your obligations relating to the API, API Data, data protection, security and confidentiality and the indemnities and licences granted by You and the limitations and exclusions of liability set out in these API Terms of Use and any other provisions expressed or implied to survive will continue even after any licences (and/or these API Terms of Use) have otherwise ended for any reason.

Governing law and jurisdiction

These API Terms of Use and any dispute or claim arising out of, or in connection with, these API Terms of Use, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales; and subject to the exclusive jurisdiction of the courts of England and Wales.