

Ferguson API TERMS OF USE

The following terms and conditions (the “Agreement” or “Terms”) constitute an agreement by and between Ferguson Enterprises, LLC (“Ferguson,” “we,” “us,” or “our”) and you (“you” or “your”), which govern your use of the Ferguson application programming interfaces (the “Ferguson API”) the API website and all information contained in the Ferguson API or API website (including, but not limited to product data and information related to Ferguson partners) (“Ferguson Content”) By using the Ferguson API you agree to the terms below. This Agreement, together with any other terms policies, rules and provisions which are described, linked or otherwise referred to and form a part of this agreement, including, without limitation our [Privacy Policy](#) and the Ferguson [Terms of Site Use](#), constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Portal.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS. BY USING THE APIs OR THE API DATA, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN CONNECTION WITH YOUR USE. IF YOU DO NOT AGREE, DO NOT USE THE APIs OR THE API DATA. We reserve the right to update and change these Terms from time to time without notice. Your access to and/or use of the Ferguson API following any such change constitutes your unconditional agreement to follow and be bound by the Terms as changed. The most current version of these Terms will supersede and replace all prior versions. For this reason, Ferguson encourages you to review these Terms whenever you use the Ferguson API.

Your license to the Ferguson API under these terms continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the Ferguson API. Ferguson may terminate the license at any time for any reason. Your rights to use the Ferguson API terminate automatically if (i) you violate any of these terms, (ii) Ferguson sends a written notice of termination to you, or (iii) Ferguson disables your access to the Ferguson API.

Copyright

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Licensed Uses and Restrictions

The Ferguson API and all Ferguson Content is owned by Ferguson, and Ferguson grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use the Ferguson API and Ferguson Content incorporated therein solely on the terms and

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Ferguson API Use and Security

Ferguson reserves the right to withdraw or amend the Ferguson API or any Ferguson Content, in our sole discretion without notice. Ferguson will not be liable if for any reason all or any part of the Ferguson API is unavailable at any time or for any period. From time to time, Ferguson may restrict access to the Ferguson API or all or some portions of the Ferguson Content. To access the Ferguson API or the resources it offers, you must have a designated account provided to you by Ferguson. It is a condition of your use of the Ferguson API that all the information you provide through the Ferguson API is correct, current and complete.

As a condition of your access to the Ferguson API, you shall:

1. Comply with these Terms of Use.
2. Remove from your application within 24 hours any Ferguson Content or other information that Ferguson reasonably asks you to remove.
3. Disclose in your application through a privacy policy or otherwise displayed in the footer of each page, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.
4. Obtain appropriate consent, where required, to share your customer or application visitor information with Ferguson.
5. Maintain the strict confidentiality of your username, password or any other piece of information used by you as part of our security procedures, and not disclose such information to any third party, except those employees utilizing the Ferguson API on your behalf.
6. Notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer, so others are not able to view or record your password or other account information.
7. Ensure all persons who access the Ferguson API or any Ferguson Content on your behalf or through your account are aware of and comply with all applicable laws, regulations, and these Terms.

You shall not:

1. Use the Ferguson API with or for any application that competes with, replicates or attempts to replace the unique essential user experience of Ferguson.com or the Ferguson apps.
2. Use the Ferguson API to spam, incentivize, or harass users.
3. Attempt to cloak or conceal your identity or your application's identity when requesting authorization to use Ferguson API.
4. Duplicate, download, cache or store, use, publish or disclose, modify or otherwise distribute any Ferguson Content other than for reasonable periods and solely for your own internal business purposes or the Developer Uses outlined above, for the service you are requesting.

5. Use the Ferguson API with or for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
6. Use the Ferguson API in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights or rights of privacy.
7. Delete or alter any copyright, trademark or other propriety rights notices from any Ferguson content.
8. Use Ferguson as a generic image hosting service for unauthorized marketing, banner advertisements, graphics, sales, etc.
9. Engage in, or assist or allow others to engage in, unauthorized access to, or attempted access to, the Ferguson API or Ferguson Content.
10. Use the Ferguson API in a manner that could damage, disable, overburden, impair or interfere with Ferguson's or any other party's use and enjoyment of the Ferguson API, or that adversely impacts the stability of Ferguson.com, our servers, or the behavior of other applications using the Ferguson API. We reserve the right to rate limit or block applications that make a large number of calls to the API, which are not primarily in response to direct user actions.
11. Sell, lease, or sublicense the Ferguson API or Ferguson Content or access thereto or derive revenues from the use or provision of the Ferguson API or Ferguson Content, whether for direct commercial or monetary gain or otherwise.

Unauthorized use of the Ferguson API or Ferguson Content as outlined above is strictly prohibited. You agree that you will make no unauthorized uses of the Ferguson API or Ferguson Content. Ferguson reserves the right to prohibit access to anyone determined to be violating or attempting to violate these Terms.

Privacy policy

The use of any personal information provided hereunder is governed by our privacy policy located at www.ferguson.com/content/website-info/privacy-security. Any data or information collected in connection with the Developer Uses shall be considered the property of Ferguson.

Ownership and Relationship of Parties

The Ferguson API may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Ferguson's rights apply to the Ferguson API and all output and executables of the Ferguson API, excluding any software components developed by you which do not themselves incorporate the Ferguson API or any output or executables of the Ferguson API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. Ferguson owns all rights, title, and interest in and to the Ferguson API. These terms grant you no right, title, or interest in any intellectual property owned or licensed by Ferguson, including (but not limited to) the Ferguson API and Ferguson trademarks.

Support

Ferguson may elect to provide you with support or modifications for the Ferguson API

(collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. Ferguson may change, suspend, or discontinue any aspect of the Ferguson API at any time, including the availability of any Ferguson API. Ferguson may also impose limits on certain features and services or restrict your access to parts or all of the Ferguson API or the Ferguson Web site without notice or liability.

Responsibility for Developer Uses

You are solely responsible for Developer Uses and Ferguson shall have no liability or obligations to you or to any third parties with respect to the same (including support obligations). You represent, warrant and covenant that you have and will at all times maintain the right to provide all of Developer Uses hereunder and the Developer Uses do not infringe the intellectual property or other rights of any third parties. You also represent, warrant and covenant that all of Developer Uses will not contain viruses, worms, malware or any other harmful scripts or code. Ferguson reserves the right to suspend or terminate access to the APIs without prior notice in the event that you are suspected of violating these Terms.

Warranty Disclaimer

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IN NO EVENT SHALL THE OPERATORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF DATA) ARISING OUT OF THE USE, MISUSE OF OR INABILITY TO USE THE API OR ANY FERGUSON CONTENT, EVEN IF THE OPERATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT. THE OPERATORS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED,

OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR FERGUSON CONTENT REFERENCED IN OR APPEARING IN THE API. YOUR PARTICIPATION IN THE API IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FERGUSON OR THROUGH FERGUSON, THEIR EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE THAT YOUR USE OF THE API IS AT YOUR SOLE RISK.

LIABILITY LIMITATION. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL THE OPERATORS BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE API OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THE API, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE OPERATORS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE OPERATORS' TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE API WILL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00). YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT FERGUSON WOULD NOT PROVIDE THE WEBSITE ABSENT SUCH LIMITATION.

Release and Waiver

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Ferguson, and its parent company, subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Ferguson API or Ferguson Content. If you are a California resident, you waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

Hold Harmless and Indemnity

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Ferguson and its parent company, subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees ("Affiliated Parties") from and against any third-party claim arising from or in any way related to your use of the Ferguson

API or Ferguson Content, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Notwithstanding the general nature of the foregoing, in connection with the Developer Uses, you agree to be solely responsible for any Developer Uses, including but not limited to such liability which results from infringement of copyrights, patents, other proprietary rights, or any other harm (including but not limited to harm caused by spyware, malware, worms, Trojan horses and viruses) resulting from Developer Uses. You agree to defend, indemnify and hold harmless Ferguson and its Affiliated Parties from and against any and all claims, demands, liabilities, actions or suits asserted by a third party, and all costs, liabilities, judgments, expenses and damages, including reasonable attorneys' fees (collectively, "Losses") suffered, sustained, incurred or paid in connection therewith, arising out of, resulting from or related to (i) Your access to or use of the Ferguson API, the API website and/or the Ferguson Content, including, without limitation, any claim that the Developer Uses infringe any proprietary, intellectual property or personal right of any third party or violates any law; (ii) any breach by you of these Terms ; or (iii) your negligence arising out of or in connection with these Terms ; or (iv) your violation of any applicable laws, rules, regulations or statutes.

You shall not enter into any settlement that imposes any responsibility, liability or obligation on Ferguson and/or Affiliated Parties or contains any admission or acknowledgement of wrongdoing without the Affiliated Parties' prior written consent.

Your obligations under this paragraph shall survive termination of these terms for any reason. For purposes of clarification, your indemnification obligations shall not include any third-party claims that the Ferguson API, the API website, Ferguson Content, or the Ferguson trademarks (if any), as provided by Ferguson without modification, and not as implemented by you or combined with Developer Uses or other content, infringe the intellectual property rights of a third party.

General Terms

Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the Terms, you and Ferguson shall be and act independently and not as partner, joint venture partner, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Ferguson, express or implied, and you shall not attempt to bind Ferguson to any contract.

Invalidity of Specific Terms. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

Location of Lawsuit and Choice of Law. The Terms and the relationship between you and Ferguson shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. You and Ferguson agree to submit to the personal jurisdiction of the courts located within the Commonwealth of Virginia.

No Waiver of Rights by Ferguson. Ferguson's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of the Terms. Any construction or interpretation to be made of the Terms shall not be construed against the drafter. The Terms constitute the entire agreement between Ferguson and you with

respect to the subject matter hereof.