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5. Attempt to cloak or conceal your identity or your application’s identity when requesting authorization to use Ferguson API.
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9. Use Ferguson as a generic image hosting service for banner advertisements, graphics, etc.
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11. Sell, lease, or sublicense the Ferguson API or access thereto or derive revenues from the use or provision of the Ferguson API, whether for direct commercial or monetary gain or otherwise, except as set forth below.

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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.

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To the maximum extent permitted by applicable law, you hereby release and waive all claims against Ferguson, and its 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

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Hold Harmless and Indemnity

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Ferguson and its 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, 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 APIs and/or the API Data, including, without limitation, any claim that Developer Use infringes any proprietary, intellectual property or personal right of any third party or violates any law; (ii) any breach by Developer of these Terms of Use; or (iii) any negligence of the Developer arising in connection with these Terms of Use; or (iv.) violation by Developer 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.

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 APIs, the API Data, or the Ferguson trademarks (if any), as provided by Ferguson without modification and not as implemented by you or combined with Developer Uses, directly and independently and infringe the intellectual property rights of a third party.

General Terms

Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the API Terms of Use, 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 API Terms of Use 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 API Terms of Use 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 API Terms of Use shall not constitute a waiver of such right or provision.

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