API Terms of Service

You are viewing a historical API Terms of Service. We updated these terms on 30 November 2023. You can find the new terms here. The new terms will apply to new customers who open an account with Rated from 30 November 2023 onwards. These terms will remain in effect until 12 December 2023 for customers who opened an account with Rated up until 30 November 2023.

These API terms of use ("terms of use") set out the basis upon which you may make use of the application programming interfaces ("Rated APIs") made available to you via our website https://rated.network (our "site").
Please read these terms of use carefully before using the Rated APIs. Where you are not required to create an account with us (as set out in more detail in paragraph 3), by clicking on the "accept" button below prior to being able to access the Rated APIs, you confirm that you accept these terms of use and that you agree to comply with them. Where you are required to create an account with us (as set out in more detail in paragraph 3), prior to being able to access the relevant Rated APIs, you will be required to: (i) click on the "accept" button below, (ii) create an account with us (as set out in more detail in paragraph 3), and (iii) consent to our terms of use as part of your account creation (as detailed in paragraph 3). By completing (i)-(iii) above, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, please click on the "reject" button below and please do not use the Rated APIs.
In these terms of use, when we refer to "you" or "your" we mean you as either:

- a "consumer" – meaning the person accessing or using the Rated APIs for purposes that are wholly or mainly outside your trade, business, craft or profession; or
- a "business user" – meaning the person acting for purposes relating to your trade, business, craft or profession, acting in the course of a business, and acting on behalf of a business or your employer. If you are a business user acting on behalf of your employer or another business when you access and use the Rated APIs, you represent and warrant that: you have full legal authority to bind your employer or that business; and you agree to these terms of use on behalf of the employer or business that you represent.

Please note that your use of the site is governed by additional terms and conditions as set out inWebsite Terms of Use

1. Information about us

1.1. The Rated APIs are owned by Rated Labs Limited ("we", "our" or "us") or our licensors. We are registered in England and Wales under company number 14036060, with our registered address at 12 New Fetter Lane, London, England, EC4A 1JP, and with VAT number 421887483.

2. Changes to these terms of use

2.1. We may revise these terms of use at any time (for example, if there is an underlying commercial or legal reason) by amending this page. If you are a consumer who has a Rated Account and is a Registered User (as set out in paragraph 3) then we will provide you with at least thirty (30) days' advance notice of any such changes, unless the change is due to a change in law or for security reasons (in which case we may need to change these terms of use on shorter notice). If you do not wish to continue using your Rated Account after we have made such changes, you can cancel your Rated Account via the site.
2.2. If you do not have a Rated Account, we will not be able to notify you of changes to these terms of use. Accordingly, the terms of use that are live as at the date that you access one of the Rated APIs will apply to that single access. Before accessing the Rated APIs you are required to check this page to view the current version of these terms of use and to take notice of any changes we made since you last accessed the Rated APIs, as these are binding on you.

3. Access requirements

3.1. In order to access the relevant Rated APIs, you may be required to create an account on our site ("Rated Account"). Where you are required to create a Rated Account and you choose not to create a Rated Account, you will not be able to access the relevant Rated APIs. When you create a Rated Account you will be required to consent to these terms of use – failure to accept these terms of use will prevent you from creating a Rated Account.
3.2. In order to create a Rated Account, you must:
(a) provide certain information (including your email address); and
(b) create a username and password, as part of our security features. You must treat your login details including the password as confidential and you must not disclose it to any third party.
3.2 Once you register a Rated Account, you will be a "Registered User".
3.3 You agree that:
(a) all the information that you provide to us in connection with the Rated Account is complete and accurate;
(b) you are the person whose details you have provided; and
(c) you will notify us immediately if there are any changes to the information you have provided to us.
3.3. We have the right to disable any username or password, at any time and for any reason, including where you have failed to comply with any provisions of these terms of use.
3.4. Please note that we only use your personal information in accordance with our privacy policy (available here).
3.5. You acknowledge and agree that you shall always continue to comply with these terms of use. If you materially or persistently breach any of these terms of use, we may immediately do any or all of the following (without limitation):
(a) issue a warning to you;
(b) temporarily or permanently withdraw your right to use or access the Rated APIs;
(c) where you are required to create a Rated Account, suspend or terminate your Rated Account;
(d) issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
(e) take further legal action against you;

(f) disclose such information to law enforcement authorities as is necessary and/or
(g) require the removal of, and for you to cease using, any Content (as defined in paragraph 4.2) (including any Content used, copied and displayed in accordance with paragraph 6.1.3) at any time and you shall immediately cooperate.

4. Access to and availability of Rated APIs

4.1. Access to the Rated APIs is provided free of charge. We do not guarantee that access and use of the Rated APIs, or any Content accessed through the Rated APIs, will always be available or uninterrupted. Access and use of the Rated APIs and the Content is permitted on a temporary basis. We may suspend your access and use of, or suspend, withdraw, discontinue or change, all or any of the Rated APIs or part of the Rated APIs and/or any Content accessed through the Rated APIs, at any time without notice. We will not be liable to you if for any reason the Rated APIs or any Content accessed through the Rated APIs are unavailable at any time or for any period.

4.2. Any content made available by Rated to you via the Rated APIs, including any and all data, records, reports, results, documents, drawings, logos, typographical arrangements, software, text, designs, graphics, photographs, images, and any other output, information, or materials ("Content") is not intended and should not be construed as an endorsement or recommendation of any particular blockchain protocol, any node operating on a blockchain protocol or any node operator. The Rated APIs and the Content are provided for general information purposes only. They are not intended to amount to any type of regulated advice or recommendation on which you should rely on.

4.3. Nothing in these terms of use shall constitute investment advice, legal advice, financial advice, or any other professional advice. You assume all risks in acting on any Content made available to you. We shall have no responsibility or liability for any financial position, investment or other business decisions or advice, or any calculations arrived at when using or relying on any Content. Accordingly, you agree that you assume sole responsibility for the access and use of the Rated APIs and any Content and for conclusions drawn from such access and use.

4.4. We do not guarantee that your access and use of the Rated APIs (including any Content) will meet your requirements nor that any recommendations will deliver any particular benefits if implemented. We do not guarantee the use, or the results of the use, of the Content in terms of its correctness, accuracy, reliability or otherwise.

4.5. You are responsible for making all arrangements necessary for you to have access and use of the Rated APIs.

4.6. You are also responsible for ensuring that all persons who access and use the Rated APIs through your internet connection, or otherwise on your behalf, are aware of these terms of use and that they comply with them.

4.7. You: 4.7.1. shall maintain sufficient licenses to any software (from third parties or licensed by us separately to these terms of use) operated using or in conjunction with the Rated APIs; 4.7.2. acknowledge that as between you and us, you are solely responsible for ensuring that your firewalls, security and privacy systems and settings, and other plug-ins or applications, do not interfere with or restrict your access and use of the Rated APIs, and we shall have no responsibility or liability in relation thereto; and 4.7.3. shall comply with all applicable laws and regulations with respect to your activities under these terms of use.

5. Changes to the Rated APIs and the Content

5.1. In addition to our rights under paragraph 4.1, we may modify, enhance, amend or replace the Rated APIs from time to time, and may change the Content made available to you via the Rated APIs at any time.

6. Permitted Use

6.1. Subject to your ongoing compliance with the other terms and conditions of these terms of use, we grant you a worldwide, non-exclusive, non-transferable, royalty free, non sub-licensable, revocable licence to access and use the Rated APIs and the Content for the limited general information purposes as set out in this paragraph 6 (the “permitted purposes”). You may:

6.1.1 access and use the Content made available to you through your configuration of the Rated APIs on the following conditions:

(a) if you are a consumer, you are only permitted to receive the benefit of the permitted purposes on the condition that you are acting strictly for non-commercial and non-business purposes;

(b) if you are a business user, you are only permitted to receive the benefit of the permitted purposes: (i) on the condition that you are acting for internal, non-public business purposes; or (ii) strictly to the extent necessary to enforce your rights under paragraphs 6.1.3(b) or (c);

6.1.2 integrate the Rated APIs into your system to facilitate your access and use of the Content made available through the Rated APIs on the following conditions:

(a) if you are a consumer, you are only permitted to receive the permitted purposes on the condition that you are acting strictly for non-commercial and non-business purposes;

(b) if you are a business user, you are only permitted to receive the benefit of the permitted purposes: (i) on the condition that you are acting for internal, non-public business purposes; or (ii) strictly to the extent necessary to enforce your rights under paragraphs 6.1.3(b) or (c);

6.1.3 copy and display the Content on a website(s) on the following conditions:

(a) if you are a consumer, you are only permitted to copy and display the Content on your personal website or social media accounts that are in your name (and not the name of any other individual or brand);

(b) if you are a business user: (i) you are only permitted to copy and display the Content on a website that is owned or operated by the business that you are acting on behalf of; and (ii) such websites and the Content copied or displayed thereon must be freely accessible and not subject to any pay-walls;

(c) for both consumers and business users: (i) you are prohibited from manipulating, modifying or in any way changing the Content in order to use, copy and display it in accordance with this paragraph 6.1.3; (ii) if you use, copy and display any Content in accordance with this paragraph 6.1.3 you must, at your option, either include a statement alongside such Content that says “Powered by Rated” or use our “Powered by Rated” widget which is available here: [coming soon] and if you do so you should ensure that this statement or widget is placed on such Content with sufficient prominence to be seen by the intended viewer; (iii) if you do not agree to the conditions of this paragraph 6.1.3, you are not permitted to copy or display the Content in any manner whatsoever; and (iv) you agree that we reserve the right to require the removal of, and for you to cease using, any such copied or displayed Content at any time and you shall immediately cooperate.

6.2 For the avoidance of doubt, you are strictly prohibited from using or accessing the Content and/or the Rated APIs for any purpose outside of the permitted purposes, unless you have the prior written consent of Rated, and any use without such prior written consent shall constitute a material breach of these terms of use. Please contact us on hello@rated.network if you would like to discuss an extended usage or access right outside of the permitted purposes.

7. Prohibited Activities

7.1. To the extent permitted by applicable law, and except where such activity falls under a permitted purpose as set out in paragraph 6, you must not:

7.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Content or the Rated APIs;

7.1.1. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Rated APIs;

7.1.2. access, develop, supply, market or use all or any part of the Rated APIs in order to build or improve a product or service which replicates, competes with or is substantially similar to the Rated APIs, the site or any Content;

7.1.3. access or use the Content or the Rated APIs to provide services to third parties;

7.1.4. license, sell, rent, lease, transfer, assign, disclose, or otherwise commercially exploit, or otherwise make the Content or the Rated APIs available to a third party;

7.1.5. access or use the Content or the Rated APIs in breach of these terms of use or in a manner that is contrary to applicable law or regulation;

7.1.6. misuse the Rated APIs by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful, or is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability or any other illegal activities;

7.1.7. access, use, adapt, distribute or display the Content in order to build or improve a product or service which replicates, competes with or is substantially similar to the site, the Rated API or the Content;

7.1.8. attempt or seek to gain a financial benefit or benefit in kind in relation to the Rated APIs and/or the Content; or

7.1.9. extract, reutilise, use, exploit, redistribute, re-disseminate, copy or store the Content for any purpose not expressly permitted by these terms of use.

8. Intellectual property rights and Content ownership

8.1. We are the owner or the licensee of all intellectual property rights subsisting in the Rated APIs. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.2. You acknowledge that all Content accessed through the Rated APIs and any and all intellectual property rights subsisting in such Content is owned by Rated or its licensors.

8.3. You are not granted any right to use, and may not use, any of our intellectual property rights (including any intellectual property rights in the Rated APIs or Content) other than as set out in these terms of use.

8.4. We and our licensors shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Rated API, the site and the Content,

any enhancement requests or feedback provided by you. For the avoidance of doubt, we shall not be obliged to implement any such enhancement requests or feedback.

9. No reliance on Rated APIs or Content

9.1. We do not guarantee that the Rated APIs, or any Content accessible through the Rated APIs, will be free from errors or omissions. We give no warranty or undertaking, that the operation or availability of the Rated API will be uninterrupted or error-free.

9.2. We make no representations, warranties or guarantees, whether express or implied, that the Content accessed by you through the Rated APIs is accurate, complete or up-to-date.

10. Viruses

10.1. We do not guarantee that the Rated APIs will be secure or (in the case of the Rated APIs and any Content) free from bugs or viruses.

10.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Rated APIs. You should use your own virus protection software.

10.3. You must not attempt to gain unauthorised access to the Rated APIs, the server on which the Rated APIs or the site is stored or any server, computer or database connected to the Rated APIs or the site. You must not attack the site or the Rated APIs via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to access the Rated APIs or the site will cease immediately.

10.4. To the extent permitted by law, we will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Rated APIs or to your downloading of any Content accessible through the Rated APIs.

11. Limitation of our liability

11.1. Nothing in these terms of use excludes or limits our or your liability for: (a) death or personal injury arising from our or your negligence, (b) fraud or fraudulent misrepresentation, (c) or any matter in respect of which it would be unlawful for us or you (as applicable) to exclude or restrict our or your (as applicable) liability.

11.2. This paragraph 11.2 applies if you are a consumer (for the avoidance of doubt - this paragraph 11.2 does not apply to business users). Subject to paragraph 11.1:

(a) nothing in these terms of use affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office;

(b) you agree not to use or access any Rated APIs or any Content for any commercial or business purposes whatsoever and, accordingly, you agree that in no event shall we be liable to you for: any loss of profits, loss of sales, loss of business, loss of business revenue, loss or breach of business contracts, business interruption, loss or corruption of business data, loss of business opportunity, loss of goodwill in a business or commercial enterprise, loss of business reputation or loss of anticipated business savings, of any kind and howsoever arising;

(c) if we fail to comply with these terms of use, we are only responsible for loss or damage that you suffer that is a foreseeable result of our breach of these terms of use or our negligence. We

are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed or used any Rated API or Content;
(d) and subject to paragraphs 11.2(b) and (c), our total liability to you for any loss or damage arising out of or in connection with these terms of use, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to [£250].
11.3. This paragraph 11.3 applies if you are a business user (for the avoidance of doubt - this paragraph 11.3 does not apply to consumers). Subject to paragraph 11.1:
(a) the Rated APIs and any Content accessible through the Rated APIs are provided “as is” and, to the extent permitted by law, we exclude all conditions, warranties, representations, undertakings or other terms which may apply to the Rated APIs or any Content accessed through the Rated APIs, whether express or implied;
(b) in no event shall we be liable to you for:
(i) any loss of profits, loss of sales, loss of business, loss of revenue, loss of contracts, business interruption, loss or corruption of data, loss of business opportunity, loss of goodwill, loss of reputation, or loss of anticipated savings (whether direct, indirect or consequential), whether arising from contract (including liability under any indemnity), tort (including negligence) or otherwise; or
(ii) for any indirect or consequential loss or damage, whether arising from contract (including liability under any indemnity), tort (including negligence), or otherwise.
(c) and subject to paragraph 11.3(b), our total liability to you for any loss or damage arising out of or in connection with these terms of use, whether in contract (including liability under any indemnity), tort (including negligence) or otherwise shall be limited to £250. (d) You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these terms of use.
12. Other important information
12.1. Each of the paragraphs of these terms of use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. 12.2. If we fail to insist that you perform any of your obligations under these terms of use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. 12.3. Rated will not be liable for any failure or delay resulting from any condition or occurrence beyond its reasonable control, including but not limited to, governmental action or acts of terrorism, earthquake, fire, pandemic, flood, or other acts of God, labour conditions, power failures, and internet disturbances. 12.4. If you are a consumer who is resident in the European Union and you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: http://ec.europa.eu/consumers/odr/. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.
13. Applicable Law

13.1. These terms of use are governed by the laws of England and Wales. This means that your access to and use of the Rated APIs, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.
13.2. If you are a business user, you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of use or their subject matter or formation (including non-contractual disputes or claims).
13.3. If you are a consumer and we direct the Rated APIs to the country in which you are resident and such country is in the UK or is an EU member state:
(a) You may bring any dispute which may arise under these terms of use to – at your discretion – either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are – with the exclusion of any other court – competent to settle any of such a dispute. We shall bring any dispute which may arise under these terms of use to the competent court of your country of habitual residence if this is within the UK or is an EU Member State, or otherwise the competent court of England.
(b) As a consumer, if you are a resident in the UK or the European Union and we direct the site to (and/or pursue our commercial or professional activities in relation to the Website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms of use, including paragraph 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law.
14. Contact us
To contact us: Address: 12 New Fetter Lane, London, EC4A 1JP, United Kingdom
Email address: hello@rated.network