API Terms of Service

You are viewing a historical API Terms of Service. We updated these terms on 13 February 2024. You can find the new terms here. The new terms will apply to new customers who open an account with Rated from 13 February 2024 onwards. These terms will remain in effect until 13 February 2024 for customers who opened an account with Rated up until 12 February 2024.

RATED'S API USE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.
BY ACCESSING OR USING OUR API SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE, WHICH CONSTITUTE PART OF RATED'S API TERMS OF SERVICE.

These Terms of Service and any terms expressly incorporated herein ("Terms") apply to your access and use of our API (Application Program Interface) Services, associated software, API Data, API Tools, and any information or content therein (collectively, "API Services" or "Services"). These services are provided by Rated Labs Ltd and its affiliates (referred to herein as "Rated," "Company," "we," "our," or "us"). Your use of our API Services is contingent upon your acceptance of and compliance with these Terms.

We reserve the right to revise, update, amend, or modify these Terms at any time. We will post the updated Terms on our websites. We will also email you via the email address supplied as part of the sign-up process to notify you of material changes to these Terms. We encourage you to review these Terms periodically to ensure you are aware of any changes. By continuing to use the API Services after these changes take effect, you agree to be bound by the revised Terms.

1. Definitions

"Customer," "you," and **"your"** means the business customer entity named in the order form for the API Service.

"Customer Users" means the Customer employees and contractors who use the API Service;

"Subscription" means either the Free tier, Build tier, or Growth tier, or Pro Tier subscription for using the API Service (commercial details of which are set out on the Rated website) which the Customer signs up to and which are governed by these Terms. For details on the features and limits of each tier, please see Plans - api-docs.rated.network

"API Call" means a single request made by a Customer User to the Rated API to retrieve, send or manipulate data. Each API Call costs one or more Compute Units and is subject to the feature limits and restrictions set out in your Subscription plan and this Agreement.

"API Key" means the credentials Rated provides to the Customer, enabling the Customer and Customer Users to use and interact with the API.

"API Data" means all data published or made available through the API, along with any related metadata;
"API Limits" means the usage and feature restrictions, and maximum number of Compute Units (limit) set out in the Subscription plan tier the Customer signs up for.

"Compute Units" are the metric reflecting the computational resources utilised by each API request (for more information on this metric please see: Compute Units - api-docs.rated.network)

"Confidential Information" shall mean any non-public information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, software, API keys, documentation, business plans, data, scientific formulas, proprietary algorithms, prototypes, samples, plans, and customer lists), which is designated as "Confidential," "Proprietary," or some similar designation, or learned by the Receiving Party under circumstances in which such information would reasonably be understood to be confidential. For the avoidance of doubt, Confidential Information shall not include any information that:

1. is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party.
2. was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.
3. is received from a third party without breach of any obligation owed to the Disclosing Party.
4. was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

"Terms" means these terms and conditions.

2. Eligibility for Business Users Only

Our API Services are made available to business customers on a Subscription basis. You should not sign up to, use or pay for these services if you act as an individual consumer.
By signing up for a Subscription to use our API Services, the individual confirms that they are a Customer representative and that the Customer authorises them to act on its behalf and bind it to the terms of a Subscription and these Terms.

3. Grant of License and Use of API

When the Customer signs up for a Subscription to use the API Service, they can subscribe to different tiers [currently either Free, Build, Growth or Pro(Monthly and Yearly)]. You must ensure that the applicable tier is suitable for your intended use.
We provide you only with a limited licence to use our API Data under these Terms based on your Subscription tier. Please also take the time to review and understand the prohibited activities set out in clause 15.
In consideration of you and each of your Customer Users adhering to the terms of your Subscription, these Terms and payment of all Fees under your Subscription plan tier, we will grant the Customer a limited, non-exclusive, non-assignable, non-transferable licence, for the duration of a Subscription, for the Customer's Users to access and use the API Services via the API Key and solely for the Customer to:

- develop, test, and support any software application, website, service, or product intended for software integration with the Customer's applications;
- making API Calls in compliance with the API Limits and features set out in their Subscription plan;
- for Free, Build and Growth Tier Customers: to display, view, print, download, cache and copy the API Data received from the API for your own internal business use purposes only (but with no rights to use the API Data in any commercially released or third party use scenario or outside of your own business).
- for Pro Tier (Monthly and Yearly) Customers: to display the API Data received from the API for your internal business use purposes, and with the limited right to display the API Data within a commercially released version of your application.

ProTier (Monthly and Yearly) subscribers are not restricted from selling their applications which display API Data so long as the API Data is not a core offering of the application.

However no licences or permissions are granted by Rated under any Subscription tier for you to resell, license or paywall the API Data as a separate product. In the event of any disagreement between you and Rated whether your use of the API Data is a core offering in your application, our decision will be final.

You are responsible for ensuring that the Customer Users are aware of and comply with the obligations set out in these Terms.

Reservation of rights:
All intellectual property rights in the API Services are owned by or licensed to Rated. These works are safeguarded by copyright laws and treaties across the globe. All such rights are expressly reserved.

You acknowledge that all API Data accessed via the relevant API Services and all intellectual property rights existing in such content are the property of Rated. You are not granted any rights to use any of our intellectual property rights (including rights in the relevant API Services or API Data), except as expressly stipulated in these Terms.

No other rights, titles, interests, ownerships, or properties of any kind shall be transferred to you due to your use of the content. To avoid doubt, should you create any inventions incorporating our API Data, this will not transfer any ownership rights, titles or interests in the API Data to you, even though you are the legal owner of such an invention.

Please note that the creation of white-labelled applications using API Data is subject to separate explicit written permission from Rated and contingent upon entering an applicable subscription model and paying the corresponding licence fees to Rated. Please get in touch with us at hello@rated.network for further information.

4. Additional License Terms for Pro Tier API Endpoint

In addition to the licence terms set out in clause 3 above, Customers who sign up for the Pro Tier (Yearly only) will have access to specific API endpoints `/v0/eth/validators/{validator_index_or_pubkey}`, `/v0/eth/validators` the use of which is also subject to these additional terms:
PURPOSE OF API ENDPOINT USE:

- The API Data from the endpoint can be used specifically for internal use only.

RESTRICTIONS ON API ENDPOINT USE:

- The endpoint and API Data from it should not be used for other purposes unless otherwise permitted by this clause or our written permission to you.
- Where aggregations exist, you must aggregate Data so that individual entities cannot be singled out.
- Information gained from this endpoint must not be used to influence governance decisions unfairly or to coerce other participants in the network.
- Data must not be used for market manipulation, insider trading, or illegal or unethical activities.

5. Account Registration

To access the API Services, you must create an online Customer account ("Account") with Rated. We may require additional verification before we allow you to open an Account, including necessary due diligence checks.
When creating an Account, you must:

- generate a strong and unique password;
- provide accurate, complete, and current information about the business customer;
- promptly update your Account information whenever necessary if there are any changes to the information you provide us;

It is your responsibility to maintain the security of your Account by safeguarding your Account password and limiting access to your Account within your organisation.

You must promptly notify us if you discover or suspect any security breaches related to your Account.
Rated will assign your Customer profile with a unique account identifier, which you must retain to access your Account.
Customer Admins may set up and grant individual Customer Users access to the Customer's Rated portal and to use the API Service through the Customer's API Key.

6. API Keys and Calls

All usage of the API Service is subject to API Limits and the features of your Subscription plan. To use the API Service, the Customer must obtain an API Key through the account registration. You must not share the API Key with any third party other than your authorised Customer Users and must keep the API Key and all log-in information secure.

You must use the API Key as the sole means of accessing the API, and we may invalidate the current API key and issue a new one at any time on notice to the Customer.

You must limit your API Calls to the API Limit and features set out in your Subscription Plan. Rated's calculation of the number of API Calls made under your Account will be final unless there is an obvious error or fraud.

If your Account's use of the API Service exceeds the API Limit or meets the feature limits of the Subscription plan - we may temporarily or permanently limit your use of the API Service and/or we may charge additional fees to reflect the number of API Calls being made – and to revise your future monthly payments to reflect the further use.

7. Customer Obligations

You shall:

- ensure that the number of Customer Users does not exceed any limits of users specified by Rated from time to time;
- comply with all applicable laws and regulations concerning its activities under these Terms (and without affecting its obligations).

You are responsible and liable for all uses of the API Service resulting from access provided by you to your Account, directly or indirectly, or whether such access or use is permitted by or in breach of these Terms, including with use with any application or third-party software.

Any act or omission by a Customer User or third party using the Customer's API Key that would constitute a breach of these Terms, if taken by the Customer, will be deemed a breach of these Terms by the Customer.

Without limitation, the Customer is responsible for all acts and omissions of Customer Users concerning their use of the API Service and API Data. This includes being accountable for any usage of our API Services within the Account profile and the costs incurred.

8. Monitoring of Use

We monitor how our API Service is accessed and used, including through analytics code within our API Service.

We also collect basic information about a user as part of the account creation process as set out in our Privacy Policy.

To ensure that our API Service is being used in accordance with our Terms, we track the use of the API Service at a user level.

The data we collect through this monitoring allows us to link the information with a Customer User and the API Service.

9. API Support & Service Availability

You are responsible for reviewing the API Documentation and ensuring you understand how to use the API Service.

Any support provided by Rated will be at our discretion and by way of wikis on the Rated website or through our Discord channel. All help is provided on an 'as is' basis only.
Rated will make the API Service available for use in accordance with the API Documentation; however, Rated may modify the API Service from time to time, and we will provide you with reasonable notice of any significant modifications.

Rated will use its reasonable endeavours to make the API Service available and operational at all times; however, Rated does not guarantee or provide any warranty concerning its availability or performance.

Rated will use its reasonable endeavours to remedy any failure or unavailability of the API Service that may arise.

10. Payment Terms

You agree that we may charge all amounts due and payable for the API Services, including service fees, setup fees, subscription fees, or any other applicable fees, taxes, or charges associated with your Account to your credit card or any other payment mechanism selected by you and approved by us during the Account creation process.

You bear responsibility for any charges related to bank transfers, currency conversion losses, and administrative fees associated with making payments for the API Services. You are also responsible for all tax obligations, including, but not limited to, service tax, withholding tax, goods and services tax (GST), value-added tax (VAT), and any other applicable levies. We shall provide you with an invoice for any GST, VAT or similar taxes where applicable.

The fees for the API Services ("Fees") will be specified in your Rated Account and on our site and are stated exclusive of tax. In the case of any error on our website, we may immediately correct and update any Fees, and you will, at our discretion, be invoiced for the correct Fees. All Fees must be paid by you in full, without set-off or deduction.

We may change our subscription prices at our discretion, including for API Services previously offered free of charge. We will provide you with prior notice by email to the address used in the Account creation process of any price changes and an opportunity to cancel your Subscription if the price of a subscribed API Service changes. If you do not cancel your Subscription within the notice period, you will be deemed to have accepted the price increase and agree to pay the revised Fees.

11. Additional Charges

Additional charges and terms may apply if you require additional services (such as extended rate limits, additional compute units, dedicated maintenance and support services or others) beyond the scope of the standard API Services as laid out on our website.

12. Cancelling your Subscription

You may cancel your Subscription at any time. If you choose to cancel your Subscription, please note:

- payments already made are non-refundable, and we do not provide refunds or credits for partially used API Services and
- you will not be billed for additional/renewal subscription terms, but the API Services will continue until the end of the current subscription term, whether or not you choose to use the API Services.

To avoid being charged for the next subscription period, you must cancel your Subscription before the next billing date. If you have subscribed to API Services for a specific term, its termination will only be effective at the end of the then-current term, and you will have access to the paid API Services until the end of your billing period.

To cancel your Subscription, you must use the cancellation feature in your Account via the billing portal on the Rated console.

All payments made are final and non-refundable.

Where applicable, the billing portal may indicate an auto-renewal date for subscriptions that will automatically renew after the initial subscription term unless cancelled before the start of the next period.

You are responsible for managing your Subscription and cancelling it before the renewal date. Rated shall not be held liable for any damages, losses, or expenses arising from your failure to cancel your Subscription.

13. Account Suspension or Cancellation by Rated

We reserve the right to suspend or immediately cancel your Subscription and use of the API Services if we reasonably believe that your Subscription or use of the API Service may be contrary to these Terms, or fraudulent, illegal or involves any criminal or immoral activity.
The suspension shall be for a period as we, at our discretion, determine necessary to investigate the matter and shall be lifted if we are satisfied that you have not breached these Terms or are not involved in any fraudulent, illegal, criminal or immoral activity. In such an event, you shall not be entitled to any pro-rata refund or hold us liable for any withholding of, delay in, suspension, forfeiture or cancellation of any payments. However, we may grant an extension of time on the contractual term accounting for the suspended periods, assessed on a case-by-case basis.

14. Downgrade of Subscription for Failure of Payment

If you fail to make any payment in accordance with these Terms, we reserve the right (without prejudice to our other rights and remedies) to downgrade your Account to the free tier (as outlined Plans - api-docs.rated.network) until you make the due payment in accordance with these Terms.

15. Prohibited Activities

In addition to the limitations of use set out in clause 3 (Grant of Licence), the following limits also apply as set out in clause 15:
When accessing or using the API Services, you agree that you will not, and nor will you permit or authorise any person to use the API Services to violate any law, contract, intellectual property, or other third-party right.

You are responsible for all conduct under your Account.

Our performance under these Terms is subject to existing laws and legal processes, and nothing contained in these Terms shall limit our rights to comply with law enforcement or other governmental or legal requests relating to your use of our API Services. You agree not to:

- Duplicate, modify, or replicate our API Data, information, text, audio, video, images, software (including machine images), or other documentation and resources retrieved or made available through our API Service or any related content (**"API Content"**);
- Use our API Content or any other content to develop any software service that directly competes with any of our services;
- Alter any API Content or related content for resale to a third party;
- Sell, trade, rent, loan, lease, licence, or provide our API Content or access to our service for commercial purposes unless permitted under the Growth Tier;
- Reverse engineer or decompile any aspect of the API Content or related software;
- Use the API Services in a manner that is malicious, harmful, or detrimental to us or any third party;
- Send automated requests to the API in a manner that exceeds reasonable usage;

- Misrepresent your identity or the nature of your usage of the API Content;
- Use the API Services in connection with any illegal activities, such as hacking, phishing, or spamming;
- Engage in any data mining or data scraping that interferes with our website or affiliated websites;
- Attempt to bypass any security measures we have implemented; and
- Use screen-scrapers, hacks, spiders, robots, viruses, worms, or any other tools to access, attack, or interfere with our API Services or affiliated API Services.

16. Usage of "Powered by Rated" Badge

If you are not a licensed user of our API Services but want to incorporate the API Content into your business applications, you must secure explicit written consent from Rated before proceeding.

Following the receipt of such consent, you are required to visibly display the 'Powered by Rated' badge on your application in a clear and easily identifiable manner to users and as a condition of us granting the consent.

Failure to adhere to these requirements, and without limiting our rights and remedies, may result in the immediate suspension, obstruction, restriction, or termination of your access to API Services without any prior notice or liability to you.

17. Improvements of the API Service

We shall retain a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate any enhancement requests or feedback you provide into the API Services, the site, and the API Content. We are under no obligation to implement any such enhancement requests or feedback.

18. Disclaimers

API Content provided by Rated should not be construed as an endorsement or recommendation of any specific blockchain, protocol operating on a blockchain, or node operators. Our API Services and Content are solely intended for general informational purposes. They do not comprise regulated advice or recommendations upon which you should rely. It is your responsibility to ensure that our API Service results fit your intended purpose.

While Rated endeavours to ensure the availability of API Services 24/7, subject to your compliance with the Terms, we offer no representation, warranty, or undertaking that the API Services or API Content will be uninterrupted or error-free. Rated disclaims all liability for any inaccuracies related to the API Services or Content, does not guarantee the completeness of API Services or Content, and makes no assertions regarding the compatibility of API Services or Content with any software, service, system, data, or information.

To the fullest extent permissible by law, Rated bears no liability for any:

- Errors or inaccuracies within the API Services or Content;
- Unauthorised access to or use of our servers;
- Interruption in the transmission of API Services;
- Bugs, viruses, or Trojan horses transmitted to or through the API Services by any third party;
- Errors or omissions in the API Content, or for any loss or damage sustained as a result of using any posted API Content;
- Internet connection failures; and
- Illegal conduct by any third party.

Except as expressly and specifically provided in these Terms:

- the Customer assumes sole responsibility for results obtained from the API Service, API Content and the API Data by the Customer and Customer Users, and conclusions drawn from such use.
- Rated shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to it by the Customer in connection with the API or any actions taken by Rated at the Customer's direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;
- and the API Service, API Content and the API Data are provided to the Customer on an "as is" basis.

By using our API Service, you agree to assume the risks of utilising internet-based services. Without limiting our remedies under the law, any violation or suspected violation of the Terms may result in the immediate suspension, restriction, or termination of your access to our API Services without any prior notice or liability to you.

19. Limitation of Liability

Except as expressly stated in these Terms:
Rated shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer) or Customer Users, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- special damage even if Rated was aware of the circumstances in which such special damage could arise;
- loss of profits;
- loss of anticipated savings;
- loss of business opportunity;
- loss of goodwill;
- loss or corruption of data,

provided that this section shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the liability limits set out below or any other claims for direct financial loss that are not excluded by any of the categories above.

The total liability of Rated, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the total Fees paid by the Customer during the [1] month preceding the date on which the claim arose.

20. Confidentiality & Publicity

Each party agrees to keep confidential all Confidential Information, whether written or oral, that it has received or obtained from the other or may receive or get from the other and shall not use the same without the prior written consent of the disclosing party for any purpose except as expressly permitted under this Agreement. This obligation will not apply to any disclosure required by law or information in the public domain (other than because of a breach of any confidentiality obligation).

Rated shall be entitled to reference the Customer as an API user in Rated's general marketing literature, including on the Rated website and other online platforms. The reference to the Customer for these purposes may include a reference to and use of the Customer's corporate name and any of its trade names and trademarks.

21. Non-Competition

By accessing and using our API Services and API Content, then to the fullest extent permissible by law, you agree not to use our API Services to develop, create, or offer any software services that directly compete with our offerings, including but not limited to our Explorer and Oracle. This non-competition clause is applicable during your use of our API Services.

22. Indemnity

Upon utilising our API Services, you agree to indemnify, defend, and hold harmless Rated, its shareholders, directors, officers, employees, representatives, agents, subcontractors, and licensors from and against all third-party claims, damages, costs, expenses, and legal actions, including reasonable attorneys' fees and court costs, that arise out of or result from your misuse of our API Services or your violation of these Terms.

23. Privacy Policy

We are committed to protecting your privacy.

Our Privacy Policy, incorporated herein by reference, governs the collection, processing, storage and transfer of your personal data. By using our API Services, you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy.

Our Privacy Policy also describes your choices regarding our use of your personal data and how you can access, update, and manage this information. We encourage you to periodically review our Privacy Policy to stay informed about our privacy practices.

24. Export

Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

25. Severability

Should any provision, or part thereof, within these Terms be found to be unlawful, void, or unenforceable, such provision will be considered severable from these Terms and will not affect the validity and enforceability of the remaining provisions. The remainder of the Terms will remain valid and enforceable to the fullest extent permitted by law.

26. Consequences of Termination/Suspension

Upon termination or suspension of your Account, the following shall apply:

- You will lose the ability to log into your Account and the Rated console, and all licences previously granted to you under these Terms will be immediately revoked;
- You will be prohibited from registering a new account, whether it be under your name, an alias, or the name of a third party, even if you are acting on that third party's behalf;
- You must immediately cease all use of the API Services

27. Assignement

The Customer shall not assign, transfer, or distribute the rights or licences granted under these Terms to any third party.
No provision of these Terms shall be interpreted as bestowing any benefits, rights, remedies, or recourse to any third party whether under the Contracts (**Third Party Rights**) Act 1999 or otherwise.
The Customer's Account with us is non-transferable. All rights to the Customer Account shall cease upon termination of these Terms or closure of your Account.

28. Entire Agreement

These Terms constitute the entire agreement between you and us and shall remain in full force and effect as long as you continue to use our API Services at any level. They supersede any prior understandings or agreements between you and us regarding using our API Services.

29. No Partnership or Agency

Nothing in this agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

30. Other Important Infromation

Should we fail to insist on the performance of any of your obligations under these Terms or delay in exercising our rights against you, this does not imply that we have waived our rights or that you are exempted from your obligations.
Rated shall not be held accountable for any failure or delay resulting from conditions or occurrences beyond its reasonable control. This includes but is not limited to, governmental actions, acts of terrorism, natural disasters like earthquakes, fires, pandemics, floods or other acts of God, labour conditions, power failures, and disruptions in internet services.

31. Force Majeure

Except for the Customer's obligation to pay the Fees, neither party shall be liable for any failure to perform its obligations under these Terms if their performance is hindered or prevented by any matter beyond their reasonable control (including without limitation because of any loss, interruption, or degradation of any computer network or system or hardware or the internet or any part of it) (a **"Force Majeure Event"**). If a Force Majeure Event continues for more than 30 days, then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is ongoing on the date of that notice).

32. Disputes & Applicable by Law

The parties agree to respond promptly to any issues arising from these Terms or relating to the Customer's use of the API Service and to try and resolve any disputes as quickly as possible through each party's key contact.

If a dispute cannot be resolved within seven days of referral to the other party's key contact, then the dispute shall be escalated to a director-level person at each party.
If a director-level person cannot resolve the dispute in 14 days, each party may seek legal remedies.

The dispute resolution process set out above shall not apply when a party seeks immediate remedies for infringement of IPR or breach of confidential information.

These Terms and any contractual or non-contractual claims shall be governed under the laws of England and Wales.

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) however, Rated reserves the right to bring a Claim against the Customer in the applicable courts of the Customer's principal or registered place of business.

33. Contact Us

The Terms outlined herein are subject to change at our discretion to align with evolving industry standards or best practices.

If you have any questions or comments about these Terms or wish to complain, please get in touch with us at hello@rated.network.