



Entireweb Search API - Terms and Conditions

BY COMPLETING THE SERVICE REGISTRATION FORM AND CLICKING THE "I HAVE READ AND AGREED" BUTTON, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, THAT YOU AGREE TO PROVIDE TRUE AND ACCURATE INFORMATION AS PROMPTED BY THE REGISTRATION FORM, AND THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT.

Entireweb reserves the right, in its sole discretion, to change, modify, add, or remove all or part of the Agreement at any time with or without notice. Please refer back to this Agreement often.

Limitation of Use

Search results or other information ("data" below) may be obtained from Entireweb by third parties ("clients" below) through the Entireweb Search Partner Program ("service" below), provided any utilization, presentation or processing ("rendering" below) of any data obtained from Entireweb adheres to all conditions stated in this agreement. Use of any automated or batched means of obtaining search results or any other data from Entireweb's online services shall be bound by the present agreement. Any automated data retrieval from Entireweb's online services outside the context or conditions of the present agreement is considered abuse and will lead to immediate termination of service and/or other sanctions. Entireweb reserves the right, at its sole discretion, to classify any request for data from Entireweb's online services to be automated, and to impose any sanctions against such requests and their originating parties and clients.

General Conditions of Service

It is a breach of this agreement for clients to utilize or attempt to utilize the service in any situation or context where not all of the following conditions are met:

- **The rendering of the data shall be accompanied by clear and unmistakable references and attributions to Entireweb.**
- **No request made to the service may be performed with the intention of harming, attacking, misleading or manipulating Entireweb or any third party in any way.** Entireweb reserves the right, at its sole discretion, to enforce this condition in any way and in any context it see fit.
- **The URL and usage description provided in the service registration procedure must provide a full and exhaustive treatment of any and all ways in which the data is rendered. The client asserts that any and all renderings of the data are made available at the provided URL(s) and in a way aptly described by the usage description.**
- **The client must use exactly the means of requesting data from the service that is described in the service. In particular, any and all HTTP parameters, including any identification parameters, must remain unchanged.**
- **The client must not store, cache or archive any data or fragment of data from the service, on any medium or in any form, for any period exceeding 24 hours from the instant when the HTTP connection used to acquire the data from the service was established.** Accordingly, you must discard any data which was received from Entireweb more than 24 hours ago.

Conditions of Basic Service

If the client does not participate in the *Premium* or *Unlimited* Search Partner Services (as detailed below), the client automatically participates in the *Basic* service. The following conditions are then imposed on the client in addition to the *General Conditions of Service*:

- **The rendering of the data must be freely available to any third party (i.e. any entity not affiliated with either Entireweb or the client) that desires so.**
- **The client is not permitted to incorporate the data or its rendering into any commercial product in which the rendering is not made available at no cost to any third party.**
- **No more than 5,000 HTTP requests during any consecutive period of 24 hours may be issued by the client to the service**
- **The rendering of the data must be byte-level identical to the data received from the service. No alteration of any data, including but not limited to XML CDATA strings, is permitted.** Accordingly, you may not add or delete words in the search results, change the order of the search results, combine the data from Entireweb with data from other search engines, or in any other way alter the data received from Entireweb.

Conditions of Premium Service

If you participate in the *Premium Search Partner Service* (available by application for owners of Search Partner accounts), the following additional conditions are imposed on the client, in addition to the *General Conditions of Service*:

- The client is permitted to provide more than 5,000 HTTP requests, but no more than any by Entireweb allotted number of HTTP requests to the service during any consecutive 24-hour period.
- The IP number, in full dotted quad notation, of the third party that requests the rendering of the data must be provided in the request to the service, as described in the Premium account. All renderings for which such a third party does not exist are prohibited by this agreement.

Conditions of Unlimited Service

Clients can be promoted to the *Unlimited* Search Partner Service by Entireweb. At this level, you may provide an **unlimited** volume of search queries, and you need **not** provide the IP number of any third party. The *General Conditions of Service* apply at this level.

Relationship of Parties:

You and Entireweb.com are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on behalf of Entireweb.com. You will not make any statement, whether on your web site or otherwise, that reasonably would contradict anything in this Section.

Limitation of Liability:

Entireweb.com will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if Entireweb.com has been advised of the possibility of such damages. Entireweb is not bound by this agreement to provide or guarantee the availability of any data from its online services in response to any query or request issued to said online services.

Miscellaneous:

This Agreement will be governed by the laws of the state of Halland, Sweden, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or courts located in the state of Halland, Sweden, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the Parties and their respective successors and assigns. Entireweb.com's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of Entireweb.com's right to subsequently enforce such provision or any other provision of this Agreement.