

Terms of Use v1.0

(Updated: 17-07-2022)



1. Definitions

Customer ("you"): The individual or company who purchases the Service from Searcher Ninja via Rapid API.

Contract: The contract between the Customer and Searcher Ninja for use of the Service in accordance with these Terms.

Intellectual Property: Means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any jurisdiction.

Subscription Plan: The plan selected by the Customer that defines the Service to be provided by Searcher Ninja (as well as the fee and periodic basis for payment) in accordance with the Contract.

Subscription Fee: The monthly fee to be paid by the Customer to Rapid API for the provision of the Searcher Ninja Service.

Free Plan: The free version of the Searcher Ninja Service provided with a use limitation.

Upgrade/Downgrade: The upgrading or downgrading of the Customer's Subscription Plan to a higher or lower level, resulting in a usage limit increase or decrease and/or additional or fewer features etc.

Service: The Searcher Ninja API Service provided by Searcher Ninja via Rapid API under the Contract, as described on RapidAPI and the Searcher Ninja [Website](#).

Supplier ("we", "our", "us"): Searcher Ninja is a brand name created by Spatial Days Ltd, a private limited company registered in England and Wales with a registered address of The Rectory, 1 Toomers Wharf, Canal Walk, Newbury, Berkshire, UK, RG14 1DY.

2. Basis of Contract

2.1 A Customer's request via Rapid API for the provision of the Searcher Ninja Service constitutes an offer by the Customer to purchase a License to Use the Service in accordance with these Terms of Use and those of [Rapid API](#) and any other applicable legal documents referred to herein.

2.2 The Customer's request shall only be deemed to be accepted if Rapid API has received cleared payment in full of the relevant Subscription Fee at which point and on which date the Contract between us shall come into existence ("Commencement Date").

2.3 Use of the Searcher Ninja Service is entirely at the Customer's own risk and the Customer must ensure that they do not use the Service for any purpose that is illegal, immoral or distasteful. Any queries in this regard must be directed to support@spatialdays.com.

2.4 The Customer must not attempt to decompile or reverse engineer the Searcher Ninja Service, remove any copyright or other proprietary notations from the Service, mirror the Service on any other server as-is with no-value-added, attempt to circumvent any restrictions or limits placed on your account or API key or share your API key with anyone outside your company. The license to use the Searcher Ninja Service will be immediately terminated if any of this activity is suspected to be occurring or to have occurred.

2.5 The Searcher Ninja Service aggregates web-scraped Data from publicly available web pages, utilising Searcher Ninja's proprietary technology. Data obtained from these public domain sources and all trademarks and copyright remain the property of their respective owners and may not be used unless you are licensed to do so or are otherwise permitted by law.

2.6 The Customer must not misrepresent the ownership or the source of any Data, must not obscure, remove or change any copyright, trademark, or other proprietary notices and must not falsify or delete any author attributions, legal notices, or other labels of the origin or source of Data returned by the Searcher Ninja Service. The license to use the Searcher Ninja Service will be immediately terminated if any of this activity is suspected to be occurring or to have occurred.

2.7 Searcher Ninja welcomes Customer input, ideas and bug reports provided to us using the RapidAPI "Discussions" feature. Note that implementation of any such Customer contributions does not confer any ownership, intellectual property or public recognition rights on the Customer.

2.8 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Subscriptions & Services

3.1 Searcher Ninja via Rapid API shall use reasonable endeavours to provide the Service in accordance with the Subscription Plan in all material respects and subject to these Terms.

3.2 At no time is Searcher Ninja liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Searcher Ninja Service, even if a Searcher Ninja authorized representative has been notified orally or in writing of the possibility of such damage.

3.3 The Supplier reserves the right to shut down the Searcher Ninja Service with 7 working days' notice if it becomes necessary. Refunds will be provided according to Section 5.7.

3.4 Customers and prospective Customers wanting a bespoke Searcher Ninja Service are welcome to contact us directly at enquiries@spatialdays.com

4. Customer's Obligations

4.1 The Customer shall make use of the Service, the associated Website and its Content in accordance with these Terms of Use and shall be responsible for any breach (on the user-side) of these Terms.

4.2 The Customer shall further co-operate with the Supplier in all matters relating to the Services; and provide in a timely manner such information as the Supplier may request and ensure that such information is accurate in all respects.

5. Charges & Payment

5.1 The Customer warrants that they are authorised or have the permission of the authorized signatory of the credit card or charge card used, to pay RapidAPI the Subscription Fee set out in the Subscription Plan using one of the following payment methods: Credit Card (Visa, MasterCard, American Express, Discover, JCB, Diner's Club, Union Pay).

5.2 All Credit Card payments are processed by RapidAPI.

5.3 The Customer shall make the first payment immediately and thereafter on the first day of each new period the Customer's Subscription Plan is renewed. The Customer agrees that, for each period, the amount set out in the Subscription Plan may be withdrawn automatically from the Customer's account. Unused API requests included in your Plan do not roll over at the end of the month.

5.4 Searcher Ninja allows you to exceed the number of API requests in your Plan, this is referred to as "Overage". The Overage limit is configurable in your Rapid API

account and is charged daily. The Overage rate (that is, the charge per Overage API request) is displayed in your Rapid API account. By enabling Overage, the Customer warrants that they are authorised, or have the permission of the authorized signatory of the credit card or charge card used, to pay RapidAPI any Overage charges due.

5.5 Change of Subscription

- upgrade: Should the Customer decide to upgrade to a higher Subscription Plan, he shall be advised that any remaining days or amounts of his previous Subscription Plan will be deducted from the new Upgrade Invoice amount.
- downgrade: Should the Customer decide to downgrade to a lower or free Subscription Plan, he shall be advised that his current Subscription Plan will remain active until the end of the current billing period.

5.6 Without prejudice to any other right or remedy that Searcher Ninja may have, if the Customer fails to pay the Subscription Fee, RapidAPI may:

- cancel the Upgrade/Downgrade process; or
- downgrade the Customer's Subscription to the Free Plan; or
- suspend all or some Services until payment has been made in full; or
- terminate the Contract with immediate effect.

5.7 Refunds

- unassigned payments - any payments made by the Customer that cannot be assigned to pay any of the Customer's open invoices will be automatically refunded in full after a maximum of 32 days.
- refunds (other) - due amounts paid by the Customer that are used as payments for open invoices (as set out in the Subscription Plan) are not refunded. However, under distinct circumstances and in case of appropriate reasons for the Customer's dissatisfaction, applying only to Customers on a yearly subscription, partial or complete refunds of paid amounts for the individual billing period may be offered.

5.8 The Customer can change his Payment Frequency by:

- downgrading to the Free Plan and upgrading once the Free Plan becomes effective; or
- contacting RapidAPI Support at support@rapidapi.com and requesting a manual change.

6. Term & Termination

6.1 The Contract shall, unless otherwise terminated as provided in this clause, commence on the Commencement Date and shall be automatically renewed for each following billing period (as set out in the Customer's initial purchase documentation), unless:

- either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period;
- otherwise terminated in accordance with the provisions of these Terms.

6.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- the other party commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
- a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- the other party ceases, or threatens to cease, to trade; or
- the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

6.3 On termination of this agreement for any reason:

- all licences granted under the Contract shall immediately terminate;
- the Customer shall make no further use of the Website, the Content or the Services;
- RapidAPI shall cancel all user name, email addresses and passwords used in connection with the Customer's subscription so that the Customer is no longer able to access the Services;

- the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;
- RapidAPI shall not be obliged to refund any part of the Subscription Fees already paid by the Customer, unless the terms and requirements stated in 5.7 entitle the Customer to a partial or complete refund.

6.4 The Customer may terminate the validity of the chosen Subscription Plan at any time, being aware that, in case of a Downgrade, the current Subscription Plan will remain active and available for use until the end of the current billing period, and that, in case of an Account Deletion, any use of this Service including any paid features set out on the Subscription Plan will become unavailable immediately.

6.5 If not terminated by the Customer or Supplier, the Customer agrees that the Customer's contract will remain valid for each period and periodically renew as set out in the Subscription Plan.

6.6 The Customer may terminate the Contract and the validity of the Customer's Subscription Plan, being aware of condition 6.3, by:

- deleting his or her account; or
- downgrading his or her Subscription Plan; or
- giving notice via e-mail to support@rapidapi.com

7. Notices

7.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its registered office.

7.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

7.3 This condition shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

8. Force Majeure

8.1 Searcher Ninja shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Searcher Ninja or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Searcher Ninja or sub-contractors.

9. Waiver

9.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

10. Indemnification

The Customer will defend, indemnify and hold RapidAPI and the Searcher Ninja Service harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party arising out of:

- allegations that Customer's usage of the Searcher Ninja Service infringes or misappropriates any trademark, copyright or other intellectual property of any third party; or
- Customer's use of Data; or
- Searcher Ninja Services that are modified by Customer if the alleged infringement relates to such modification; or
- Searcher Ninja Services that are combined with any Customer product, process or materials where the alleged infringement relates to such combination; or
- Customer's use of a version of the Searcher Ninja Services other than the version that was current at the time of such use; or

- infringement or misappropriation of any proprietary right in which Customer has an interest; or
- your breach or alleged breach of any of your obligations or representations under this Agreement.

11. Severance

11.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.2 If any invalid, illegal or unenforceable provision of the Contract would be valid, legal and enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it valid, legal and enforceable.

12. No Partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, or agents of the parties. No party shall have authority to act as an agent for another party in any way.

13. Third Parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

14. Governing Law

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15. Contacting Us

Should you have any questions, complaints, or comments about these Terms of Use, the Searcher Ninja Service, the Searcher Ninja Website, or require further clarification on any point, please contact support@rapidapi.com first, and failing that, contact support@spatialdays.com