

Terms of Use for Worldpac APIs

INTRODUCTION

These Terms of Use govern Your use of the APIs provided by Worldpac, Inc. (“Worldpac”) (such Terms of Use hereafter referred to as the “Terms”). By accessing or using the Worldpac APIs (“APIs”), including within a software application, website, tool, service, or product You create or offer to customers (“Your Application”), You agree to be bound by these Terms. You represent and warrant to Worldpac that You have the authority to accept these Terms on behalf of yourself, a company, and/or other entity, as applicable. If You do not agree to these terms, do not use the APIs. As used herein, “You” or “Your” refers to you as an individual and the company and/or entity on whose behalf you are accessing the APIs.

Your access to the data and services provided through the APIs (collectively “API Content”) is solely for the purpose of facilitating the sales of automotive products to Your customers and Your purchase of automotive products from Worldpac. API Content includes but is not limited to pricing and product information.

API USE RESTRICTIONS

You shall not, and shall not permit any third party to: (a) sell, license, sublicense, distribute, transfer, copy, publicly display, publish, retransmit, or otherwise make available the APIs or API Content to any third party; (b) use the APIs to store or transmit any infringing, libelous, or otherwise unlawful material (c) use the APIs to store or transmit malicious code; (d) interfere with or disrupt the integrity or performance of the APIs; or (e) attempt to gain unauthorized access to the APIs or related systems or networks.

API usage must be initiated and directly executed by You through Your personal device or account and may not be executed by another entity on Your behalf or through automated means such as scripts, bots, or other programs unless explicitly approved by Worldpac. This requirement is designed to ensure the security and integrity of the APIs and the API Content, and to protect against malicious or unauthorized use.

Your account information must be accurate and kept up to date by You. Once You have successfully registered an account with Worldpac, You are provided with access credentials for Your Application (“Access Credentials”). Access Credentials are the API keys, tokens, and other credentials necessary to access the APIs. You are responsible for all activities that occur using Your Access Credentials. Access Credentials are non-transferable and non-assignable. Worldpac reserves the right to revoke Your Access Credentials at any time for any reason without liability to You. Worldpac reserves the right to throttle or limit Your usage of the APIs, including the amount of bandwidth You use or number of API calls You may make, in Worldpac’s sole discretion.

Your API access is subject to your compliance with all Terms and all applicable laws and regulations. Worldpac grants this access to use the APIs to develop, test, and support Your Application, and allow customers to use Your integration of the APIs within Your Application. You may use the APIs only as expressly permitted in these Terms. Violation of these Terms may result in the suspension or termination of Your use of the APIs without notice.

GUIDELINES FOR USE OF AND ACCESS TO THE APIS

You may NOT:

1. Use the APIs in a way that could impair, harm or damage Worldpac, the APIs, or any Worldpac offering.
2. Use the APIs to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to or which can be accessed via the APIs.
3. Scrape, build databases or otherwise create copies of any API Content accessed or obtained using the APIs, except as necessary to enable use for Your Application as permitted herein.
4. Request from the APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that Your Application needs for customers to use the intended functionality of Your Application.
5. As determined by Worldpac in its sole discretion, use an unreasonable amount of bandwidth, or adversely impact the stability of the APIs or the behavior of other applications using the APIs.
6. Attempt to circumvent the limitations Worldpac sets on your use of the APIs. Worldpac sets and enforces limits on Your use of the APIs (e.g., limiting the number of API requests that You may make or the number of users You may serve), in its sole discretion.
7. Use APIs in any manner that works around any technical limitations of the APIs, or reverse engineer, decompile or disassemble the APIs.
8. Use the APIs, or API Content obtained using the APIs, to conduct performance testing of the APIs unless expressly permitted by Worldpac pursuant to a duly executed written agreement.
9. Use the APIs, or any API Content obtained using the APIs, to identify, exploit or publicly disclose any potential security vulnerabilities.
10. Use or transfer any API Content accessed or obtained using the APIs, including any data aggregated, anonymized, or derived from the API Content for advertising or marketing purposes.

Your use of the production version of the APIs is subject to written approval by Worldpac. Once initial development is complete, contact Worldpac to schedule a review and approval.

In addition to the foregoing, all development activities, including performance testing, are restricted to the developer portal (sandbox) and may not be executed against the API production environment; this includes quality assurance and initial testing of configuration changes applied to Your production environment. Your acceptance testing may be done against the API production environment as long as this testing does not violate any other provision in these Terms.

WORLD PAC INTELLECTUAL PROPERTY

Except as otherwise set forth in the following paragraph, You may not use Worldpac's name, logo or other branding without Worldpac's express written permission, which may be withheld in Worldpac's sole discretion. Please contact Worldpac using the contact information contained in the Worldpac developer portal if You wish to include Worldpac branding or logos on Your products or services.

The images provided to You through accessing the APIs may contain the trade names, trademarks, logos, domain names, and other distinctive brand features of Worldpac and its partners. You may not delete or in any manner alter these trade names, trademarks, logos, domain names, and other distinctive brand features. You agree to maintain, and not to remove, modify, obscure, or alter, any link or notices appearing on any image provided through the APIs.

All API Content accessed or made available to You through the APIs is the exclusive property of Worldpac. Except for the limited rights to use API Content as granted herein, Worldpac retains all other right, title and interest, including any and all intellectual property rights, in and to such API Content.

SECURITY

You or a designated contact must be reachable during business hours for security questions or concerns.

You warrant that Your Application has been developed to operate with the API Content in a secure manner. Your network, operating system and the software of Your servers, databases, and computer systems (collectively, "Systems") must be properly configured to securely operate Your Application and store content collected through Your Application (including the API Content).

You and Your Application must use reasonable security measures, consistent with industry standard best practices, to protect the confidentiality of the API Content, Your Access Credentials, and the data of Your users. Without limiting the generality of the foregoing, such reasonable security measures shall include but not be limited to: (i) implementing and maintaining a written information security program including policies and procedures that are reviewed and updated, if necessary, to compensate for new risks at least annually; (ii) implementing administrative, physical and technical safeguards to protect API Content and the APIs from unauthorized access, acquisition, destruction, alteration or damage that are consistent with accepted industry practices and standards; and (iii) ensuring all such safeguards comply with applicable laws.

Worldpac may use technology to detect, prevent or limit the impact of any issues caused by Your Application (before, after, or instead of suspension of Your access). In the event You experience an event that compromises the security, confidentiality or integrity of the API Content, the APIs or other Worldpac data (hereafter a "Security Breach"), You must notify Worldpac within forty-eight (48) hours and provide a report of all known details, including the amount and nature of the impact to the API Content, the APIs or other Worldpac data. You shall provide ongoing updates on the Security Breach as they become available and shall promptly contain and remedy any Security Breach at Your own expense. Security Breach notifications and updates must be reported to SecOps@advance-auto.com, with copies sent to the contact information included in the Worldpac developer portal.

While You have access to the APIs and for twelve (12) months after such access terminates: (i) You grant Worldpac a royalty-free, worldwide right to access to Your Application as needed for purposes of monitoring compliance with these Terms, (ii) You will respond to any questions by Worldpac about Your compliance with these Terms at Your own expense, (iii) without limiting the foregoing, upon request by Worldpac, You will provide us with full-feature client account-level access to Your Application (and/or other materials relating to Your use of the APIs) as requested by Worldpac to verify Your compliance with these Terms, and (iv) Worldpac may restrict or terminate Your access to the APIs or perform an audit of Your Application if You fail to provide adequate information and materials to verify Your compliance with these Terms.

You must have a process to respond to any vulnerabilities in Your Application. In the case of any vulnerabilities related to Your Application's connection to the APIs discovered by You or reported to You by a third party, You agree that You will provide known vulnerability details to Worldpac within forty-eight (48) hours of such vulnerability(ies) becoming known or reported to You, with updates to be provided by You to Worldpac as they become available. Vulnerability notifications and updates must be reported to SecOps@advance-auto.com, with copies sent to the contact information included in the Worldpac developer portal.

CHANGES TO THE WORLD PAC APIS AND API TERMS

WORLD PAC MAY CHANGE, SUSPEND OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE APIS AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Worldpac will not be liable to You or to any third party for any change, suspension or discontinuation of the APIS. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees, or setting and enforcing limits on Your use of additions to the APIS. Worldpac may also impose limits on certain features and services or restrict Your access to some or all of the APIS. Worldpac may release subsequent versions of the APIS and require that You use those subsequent versions, at Your sole cost and expense. Any version of the APIS designated as "preview" or "beta" may not work in the same way as a final version. Worldpac may change or not release a final or commercial version of a beta API in Worldpac's sole discretion.

WORLD PAC MAY MODIFY THESE TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE APIS FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE TERMS.

DISCLAIMER OF WARRANTIES

THE APIS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WORLD PAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU UNDERSTAND THAT USE OF THE APIS IS AT YOUR OWN RISK. WORLD PAC DOES NOT GUARANTEE THE APIS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. IN PARTICULAR, THE OPERATION OF THE APIS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES, AND DESPITE WORLD PAC'S REASONABLE EFFORTS, THE APIS MAY CONTAIN VIRUSES OR OTHER MALWARE. WORLD PAC DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS, VIRUSES, MALWARE OR ANY DATA LOSS THAT MAY OCCUR.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WORLD PAC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF THE APIS.

CONFIDENTIALITY

You may be given access to certain non-public information, software, and specifications relating to the Worldpac and/or the APIS ("Confidential Information"), which is confidential and proprietary to Worldpac. Such Confidential Information shall include but not be limited to non-public pricing and product information. You may use Confidential Information only as necessary to exercise Your rights granted under these Terms. You may not disclose any Confidential Information to any third party without Worldpac's prior written consent. You agree that You will protect any Confidential Information from unauthorized use, access, or disclosure, including at a minimum by using the same measures that You would use to protect Your own confidential and proprietary information.

INDEMNIFICATION

You will defend, hold harmless, and indemnify Worldpac from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from,

alleged to have resulted from, or in connection with Your use of the APIs, Your breach of the obligations herein or Your infringement of Worldpac or a third party's intellectual property.

TERMINATION

Worldpac may suspend or terminate Your use of and access to the APIs at any time for any reason without liability to You. You shall notify Worldpac immediately if You terminate Your use of the APIs. Upon termination, You shall cease all use of and disable the APIs and destroy all copies, full or partial, of API Content and the APIs. The foregoing destruction requirement shall not apply to any archival or backup copies, full or partial, of the API Content made and retained in the ordinary course of Your business; however to the extent retained, You must continue to comply with all applicable Terms, including after termination. You are also permitted to retain invoice numbers and information regarding specific transactions, provided that any API Content contained therein shall remain subject to these Terms until destroyed.

MISCELLANEOUS

Governing Law; Limitations; Venue: The laws of the State of North Carolina, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern these Terms. To the extent allowed by applicable law, any claims or causes of action arising from or relating to Your access to and use of the APIs as contemplated by these Terms must be instituted within one (1) year from the date upon which such claim or cause of action arose or was accrued. Further, any such claim or cause of action shall be brought EXCLUSIVELY in the state or federal courts located in Raleigh, Wake County, California, and You agree to subject to the exclusive jurisdiction of such courts. You agree to waive any objection that the state or federal courts of Wake County, California are an inconvenient forum.

Assignment: You may not assign any of Your rights, obligations, privileges, or performance hereunder without prior written consent of Worldpac; any assignment by You other than as provided for in this paragraph shall be null and void.

Feedback: If You provide any ideas, concepts, suggestions or techniques about or related to the APIs to Worldpac ("Feedback"), You acknowledge and agree that all Feedback shall be confidential and proprietary, and that Worldpac and its affiliates shall own all right, title and interest in and to such Feedback.

Survival: All provisions in these Terms which by nature extend beyond the Agreement shall survive termination of these Terms for any reason, remain in effect until fulfilled and apply to the Party's respective successors and assigned permitted by these Terms. Such provisions include but are not limited to: Worldpac Intellectual Property, Disclaimer of Warranty, Limitation of Liability, Confidentiality, Indemnification and Miscellaneous.

Severability: If any provision of these Terms is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable, or if it is not possible to reform such provision so as to make it enforceable, then delete such provision; and as so reformed or modified, fully enforce these Terms.

Notice: Official correspondences must be sent via postal mail to:

WORLD PAC, Inc.
37137 Hickory Street
Newark, CA 94560

Copies of all notices must be sent to the contact information contained in the Worldpac developer portal.

Entire Agreement: These Terms are complete and effective at the time You begin use of the APIs. Except for separate, additional licenses or agreements for the use of a particular WORLD PAC product or service offering, THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO OTHER AGREEMENT, WRITTEN OR ORAL, EXISTS BETWEEN YOU AND WORLD PAC.

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