

# Fair Use Policy

## 1. Acceptance of Terms

1.1. By using the API, you accept these terms

1.2. By using the API, you confirm that you accept the terms of this policy and that you agree to comply with them.

1.3. If you do not agree to these terms, you must not use our API.

1.4. The licence terms set out in your Agreement apply to your use of our Software and API.

1.5. We may amend this policy from time to time without notice. Every time you wish to use our API, please check these terms to ensure you understand the terms that apply at that time. This policy was most recently updated on the date stated at the top of this policy.

## 2. Your Responsibility

2.1 You shall:

- a) follow our instructions and Documentation to [build] and use the API;
- b) ensure that the API is accessed used properly by Users in accordance with our instructions, the Documentation and this policy;
- c) train its Users to use the API;
- d) make available to us such information as is required to enable us to provide the API; and
- e) provide us with all necessary co-operation in relation to the API.

2.2 You must not access, store, distribute or transmit any Viruses during the course of your use of the API and we reserve the right, without liability or prejudice to its other rights to the you, to disable your access to the API if you breach the provisions of this Section.

2.3 You must not access, store, distribute or transmit any material that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;
- c) depicts sexually explicit images;
- d) promotes unlawful violence;
- e) is discriminatory based on race, gender, religious belief, sexual orientation, disability; or
- f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to its other rights to you, to disable your access to the API if you breach the provisions of this Section.

### **3. Fair Use**

- 3.1. For the benefit of all users of our API, it is imperative that users adhere to fair and reasonable use of the API to seek to prevent downtime, loss of or corruption or damage to data and/or other errors or technical issues.
- 3.2. Use of the API must be limited to a reasonable number of concurrent calls (API requests), together with an appropriate wait period for completion of those calls before commencing further calls. We may specify a specific number of call limits from time to time, to which you will be required to adhere.
- 3.3. In the event that you receive error reports or error codes from use of our API you must immediately notify us, and reduce your usage of the API appropriately.
- 3.4. Web Tokens: The API will require a JSON Web Token (JWT) to run or access. You are responsible for and liable for the installation and use of the JWT and must not copy or share the JWT with third parties.

### **4. Consequences of misuse**

- 4.1. Without prejudice to any other rights we may have, in the event of your failure to adhere to the fair usage set out above, or any other failure to adhere to the terms of this API policy:
  - 4.1.1. you shall be responsible for and shall indemnify us against all costs, losses, liabilities, damages, claims and expenses suffered or incurred by us or any member of our group, arising directly or indirectly out of or connected to your breach, including but not limited to any of the aforesaid costs, losses, liabilities, damages, claims and expenses relating to damage to or destruction or corruption of data;
  - 4.1.2. we shall be entitled without notice to suspend, modify, restrict or otherwise limit your use of the API.
  - 4.1.3. We may monitor your use of the API including to verify compliance with this policy.
  - 4.1.4. You shall permit us and/or our representatives to perform such audit and/or verification of your use of the API and to inspect and have access to your premises and/or systems or information as reasonably required by us in connection with your use of the API.

### **5. API provision**

- 5.1. We reserve the right without liability to you or any other person to modify, amend, alter or otherwise deal in any manner with the API, and we do not guarantee that the API will continue to be available for use.
- 5.2. We may discontinue or suspend the provision of the API at any time without notice, and at our

discretion, without liability to you or any other person.

- 5.3. To the fullest extent permitted by law, the API is provided and made available “as is”, and express terms of this policy are in lieu of all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated whether by statute, common law or otherwise, which are hereby excluded.
- 5.4. We can transfer our rights and obligations under these terms to any third party.
- 5.5. The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.