



## API LICENCE AND TERMS OF USE

These terms and conditions (these "**Terms**") set out the basis upon which you ("**You**", "**Your**") may use the API and the Council Data. Please read these terms of use carefully before You start to use the API and Your API Key. By using the API Key issued to You by CEC and/or reproducing or distributing any Licensed Data, You agree to be bound by these Terms. If You do not agree to these Terms then You should not use the API Key.

### 1 Definitions and interpretation

1.1 In these Terms, the following terms have the following meanings:

- 1.1.1 "**API**" means CEC's mybustracker real-time passenger information data application protocol interface;
- 1.1.2 "**API Key**" means a unique alphanumeric identifier assigned to You for use by You in any Application that facilitates access to the Licensed Data;
- 1.1.3 "**Application**" means any applications that you develop which utilise the API and the Licensed Data;
- 1.1.4 "**CEC**" means City of Edinburgh Council;
- 1.1.5 "**Derived Data**" means any data created by You (or on Your behalf), or by an End User which reproduces substantially an/or is adapted, extracted or derived from the Licensed Data (whether directly or indirectly), but excluding any data that can be exploited (but for these Terms) without infringing the IPRs in the API, the API Link and/or the Licensed Data;
- 1.1.6 "**End User**" means the end user of an Application;
- 1.1.7 "**IPRs**" means any of the following: (i) patents, trade marks, rights in designs, get-up, trade, business or domain names, copyrights, database rights, and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for

registration of any of them); (ii) unregistered rights in inventions, know-how, and trade secrets; and (iii) any other intellectual property rights which may exist at any time in any part of the world;

1.1.8 any copyright, patent, trade mark, design right, dat

1.1.9 "**Licensed Data**" means the data made available from time to time by CEC through the API;

1.1.10 "**Unacceptable Advertising**" means any advertising which is obscene, promotes cigarettes or alcohol or that CEC deems unsuitable;

1.1.11 "**Usage Limits**" means any restrictions and limits on use of the API and the Licensed Data as may be notified by CEC to You from time to time in accordance with paragraph 10 below.

## **2 Registration and Your Account**

2.1 In order to access and use the API, the API Key and the Licensed Data, You must register with CEC to create an account ("**Your Account**"). You shall not register with the intent of impersonating another person.

2.2 Once You have registered Your Account and CEC has accepted Your request, CEC shall provide You with an API Key.

2.3 You shall keep the log-in details for your Account and API Key confidential, and shall not allow any other person to use Your Account or the API Key allocated to You.

2.4 If CEC considers that You are making illegal or unauthorised use of the API, the API Key, the Licensed Data or Your Account, or that You are in breach of Your obligations under these Terms, then CEC may, at its sole discretion and without notice at any time freeze, deactivate, suspend or terminate Your Account, the API and/or Your API Key, and in take any other action that CEC considers appropriate.

## **3 Ownership and rights in Council Data**

3.1 You acknowledge and agree that the IPRs in the API, the API Key and the Licensed Data belong to CEC and/or its licensors.

## **4 Licence**

- 4.1 Subject to Your compliance with its obligations under these Terms, CEC hereby grants to You a non-exclusive, non-assignable, non-transferable, (subject to paragraph 7.5 below) royalty free, and revocable licence to:
- 4.1.1 install, run and use the API Key in Your Application(s) to facilitate access to the Licensed Data;
  - 4.1.2 use the Licensed Data and the Derived Data as part of Your Application(s), solely in accordance with any Usage Limits and these Terms;
  - 4.1.3 grant sub-licences to End Users to use the API, view and use the Licensed Data and any Derived Data as part of an Application and the Usage Limits.
  - 4.1.4 use, reproduce and distribute the Licensed Data and the Derived Data through Your Applications.
- 4.2 You acknowledge that the IPRs in any Derived Data shall be owned by CEC, and You hereby assign (and shall ensure that any End User shall assign), where relevant by way of present assignment of future copyright en any and all IPRs in that Derived Data.
- 4.3 Except as expressly provided for under these Terms, the Licensed Data may not be copied, reproduced, downloaded, or distributed in any manner, in whole or in part, without the prior written consent of CEC.

## **5 Your Application and Your obligations**

- 5.1 You are solely responsible for Your Application. You shall:
- 5.1.1 include in Your Application, and any promotional or marketing information issued by You in relation to Your Application, the following acknowledgement:  
  
"Data provided by City of Edinburgh Council".
  - 5.1.2 not misrepresent CEC, or any of the Licensed Data and/or the Derived Data.
- 5.2 In addition, neither You nor Your Application shall:

- 5.2.1 express or imply any affiliation or relationship with, or sponsorship or endorsement by, CEC;
  - 5.2.2 only cache Licensed Data You receive through the API in order to improve an End User's experience, but provided always that You use reasonable efforts to keep that Licensed Data up to date;
  - 5.2.3 sell or otherwise distribute any Licensed Data and/or Derived Data separately from Your Application.
- 5.3 You are responsible for ensuring that Your Application, and any services or functions provided through it comply with all applicable laws and regulations (including without limitation the Data Protection Act 1998, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended)).
- 5.4 You:
- 5.4.1 acknowledge that
    - 5.4.1.1 You are the data controller in relation to any personal data collected by Your Application; and
    - 5.4.1.2 any personal data that You provide to us in connection with these Terms is processed by us in our capacity as a data processor; and
  - 5.4.2 warrant and undertake that you have obtained all necessary consents from the relevant data subjects to allow CEC to process that personal data in order for CEC to perform its obligations under these Terms.

## **6 Conditions on use**

- 6.1 Your Application must not fall into any of the following categories:
- 6.1.1 the threatening, alarm, harassment or distress of another person (or the encouragement or facilitation of such behaviour);
  - 6.1.2 the display of unethical, salacious, violent, obscene, pornographic, sexually explicit or other inappropriate material, or the promotion, encouragement or facilitation of related activities;

- 6.1.3 the display of defamatory or libellous content;
- 6.1.4 the incitement of hatred based on race, religion, gender, sexuality or otherwise, or the promotion or encouragement of anti-social behaviour or physical harm of any kind against any group or individual;
- 6.1.5 the promotion, facilitation or encouragement of any illegal activities, or the provision of information or instructions regarding illegal activities;
- 6.1.6 the breach of any laws or regulations; or
- 6.1.7 the use of any Unacceptable Advertising.

In interpreting these exclusions, CEC's discretion shall be final. If You are in any doubt as to whether Your proposed Application may fall within one of these exclusions then You should contact CEC prior to using Your API Key in that Application.

- 6.2 You shall use all reasonable measures to ensure that the API, Your API Key, and the Licensed Data are secure from unauthorised use or access.
- 6.3 Without limiting Your obligations under paragraph 6.1, You shall not use Your Account, the API, Your API Key or the Licensed Data in a manner that brings, or may bring, CEC into disrepute or have an adverse impact on CEC's reputation, or which may be otherwise detrimental to the Licensed Data.
- 6.4 Your Application shall comply with any Usage Limits from time to time.
- 6.5 You will be required to obtain a separate API Key for each Application You produce.

## **7 API availability**

- 7.1 The API and the Licensed Data is provided on an "as is" and "as available" basis. CEC excludes all representations, warranties, conditions, or terms to the fullest extent permitted by law.
- 7.2 You acknowledge that the Licensed Data has not been created for You, or any particular customer's, requirements, whether operationally, functionally, technically, accurately or otherwise. It is Your responsibility to ensure that the Licensed Data is fit for Your intended use or purpose.

- 7.3 CEC shall not be liable for any errors or omissions in the Licensed Data and shall not be liable for any loss, injury or damage of any kind caused by its use. CEC does not guarantee the continued supply of the API or the Licensed Data.
- 7.4 CEC reserves the right at any time and without notice to discontinue posting the Licensed Data (or any part thereof), whether temporarily or permanently.
- 7.5 CEC currently makes the API and the Licensed Data (and the right to create and use Derived Data) available on a royalty free basis. However, You acknowledge that CEC reserves the right to introduce a licence fee in the future. Any such licence fee shall be notified to You in accordance with paragraph 10 below.

## **8 Liability**

- 8.1 Nothing in these Terms shall exclude or limit the liability of either party for:
- 8.1.1 death or personal injury to the extent arising from negligence; or
  - 8.1.2 fraud
- 8.2 CEC shall have no liability under or in connection with these Terms for any loss or damage of whatsoever nature arising from Your use of the API, the API Key, the Licensed Data and/or the Derived Data, or from any delay, interruption or failure of the API or any transmission of the Licensed Data.
- 8.3 Subject to paragraph 8.1, neither You nor CEC shall be liable to the other in contract, negligence, any other delict (or tort), or otherwise for any direct, indirect, special or consequential losses or damages, or for any loss of profits, loss of business, or loss of contracts, provided that neither this paragraph 8.3 nor any other provision of these Terms shall prevent CEC from recovering all amounts lawfully due:
- 8.3.1 under any indemnity given by You under these Terms; or
  - 8.3.2 in respect of all infringements and breaches of IPRs by You, or any End User, or any third party who gains unauthorised access to the Licensed Data and/or the Derived Data; or

8.3.3 any misuse of the API or unauthorised access to CEC's systems by You, any party under Your control (including any End User using Your Application), or any third party using any API Key issued to You.

8.4 CEC shall have no liability or responsibility for any loss, damage or cost arising out of the failure of an API Key, the Licensed Data and/or the Derived Data to integrate with Your Application or any third party software or system.

8.5 In no circumstances shall CEC be liable for any failure of any Application. You hereby indemnify CEC against any liability CEC may have towards a third party arising out of Your use of the API, Your API Key, the Licensed Data and/or the Derived Data.

## **9 Termination**

9.1 Notwithstanding any other provision of these Terms CEC may immediately terminate these Terms and Your right to use the API, the Licensed Data and/or the Derived Data and disable Your API Key, if:

9.1.1 if You are in breach of Your obligations under these Terms; or

9.1.2 Your API Key has not been used for a period of 12 months or longer.

9.2 Upon the termination of these Terms, You will promptly delete all Licensed Data from Your Application, computer systems or other devices, and discontinue all use of the API, Your API Key, the Licensed Data and/or the Derived Data and the CEC Brand.

## **10 Variation of these Terms**

10.1 CEC may vary, amend or replace these Terms at any time on 30 days notice in writing (the "**Amended Terms**"). If You do not agree to the Amended Terms then it should cease using the API and the Licensed Data prior to the Amended Terms coming into effect.

10.2 For the purposes of paragraph 10.1, CEC shall notify You of any Amended Terms by sending an email to the then current email address registered with CEC for each Licensee.

## **11 General**

11.1 Neither party shall be responsible for any delay or failure in carrying out its obligations under these Terms if that delay or failure is caused by circumstances beyond the reasonable

control of the affected party. In such circumstances, the affected party shall notify the other of any such likelihood as soon as possible. The affected party (or parties) shall be allowed a reasonable period of time to carry out its obligations in these circumstances.

- 11.2 These Terms are binding on CEC and You and their and Your respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of these Terms or any of its rights and obligations under these Terms without CEC's prior written consent. CEC may transfer, assign, charge or sub-contract or otherwise dispose of these Terms or any of its rights or obligations under these Terms at any time.
- 11.3 A failure by CEC to insist upon strict performance of any of Your obligations under these Terms, or a failure to exercise any of the rights or remedies to which CEC is entitled under these Terms shall not constitute a waiver of such rights or remedies, and shall not relieve You from compliance with those obligations. A waiver by CEC of any default shall not constitute a waiver of any subsequent default. No waiver by CEC of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.
- 11.4 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 11.5 These Terms and any document referred to in it constitute the whole agreement between CEC and You, and supersede any previous arrangement, understanding or agreement between CEC and You relating to its subject matter.
- 11.6 You and CEC each acknowledge that in entering into these Terms (and the documents referred to in it), neither party relies on any statement, representation, assurance or warranty (a "**Representation**") of any person (whether a party to these Terms or not) other than as expressly set out in these Terms or those documents.
- 11.7 Each party agrees that the only rights and remedies available to each party arising out of or in connection with a Representation shall be for breach of contract as provided by these Terms.
- 11.8 Nothing in these Terms shall limit or exclude any liability for fraud.



## **12 Governing law and jurisdiction**

- 12.1 These Terms, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law, and submitted to the non-exclusive jurisdiction of the Scottish courts.