King's College London Environmental Research Group Application Programming Interface (API) Terms and Conditions version 1.1

These Terms and Conditions apply to the use of Application Programming Interface (the "API") of King's College London Environmental Research Group of Strand, London WC2R 2LS (the "University") by any individual or organisation (the "Licensee").

WHEREAS: the University has agreed to grant to the Licensee a licence to use, develop and commercially exploit the King's College London Environmental Research Group Application Programming Interface (the "API").

Your use of our API constitutes your agreement to follow and be bound by these terms and conditions. If you do not accept these terms and conditions you are not authorised to access the API.

The University may at any time revise these Terms and Conditions without notice. It is up to you to regularly review the Terms and Conditions, which will be available at this URL, in case there are any changes. Your continued use of the Service after a change has been made to the Terms and Conditions will be treated as your acceptance of that change.

The ERG API is a computing service that automatically responds to predefined requests for air quality data or information with appropriate data in a machine readable format.

IT IS HEREBY AGREED as follows:

- 1. In consideration for the use and economic benefits to be generated under this licence, the University hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive royalty-free non-transferable worldwide licence to use, make, develop, sell and commercially exploit the API in any way it deems appropriate subject to the terms and conditions of this Agreement.
- 2. The Licensee shall acknowledge the University's contribution through the provision of this license at no cost in a manner which may be agreed between the University and the Licensee from time to time. It is expected that this would use the universities logo and a link to an appropriate website e.g. the londonair website (http://www.londonair.org.uk).
- 3. The Licensee will send links to any publically accessible websites or applications that use the API. The Licensee will also inform of major changes to functionality in any websites or applications that use the API.
- 4. The University may change, suspend or discontinue all or any aspect of the API, including its availability, at any time, and may suspend or terminate your use at any time and for any reason. Normally this would only be used if the use was misleading, incorrect or used in any way that disparages or devalues the University.
- 5. Upon the University's reasonable request, the Licensee will provide reports detailing use and economic benefit of the API as necessary to permit the University to comply with third party reporting requirements.
- 6. The data itself remains the property of the providing institutions, currently local or central government, and the data is managed by the University. You acknowledge and agree that the

University owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the API and that You shall not acquire any right, title, or interest in or to the API, except as expressly set forth in these Terms and Conditions.

- 7. The University gives no warranty in relation to the API (including any warranty as to whether the API will infringe any third party rights) or the uses to which it may be put by the Licensee or its fitness or suitability for any particular purpose or under any special conditions notwithstanding that any such purpose or special conditions may be known to the University. The Licensee acknowledges that it has satisfied itself on the foregoing matters and use of the API is entirely at its own risk. All conditions and warranties, express or implied, arising under statute or common law, are hereby excluded. The API may occasionally change we will try to minimise the effect on users, but sometimes this may be unavoidable.
- 8. The University shall not be liable to the Licensee for any indirect, consequential or special losses or any loss of profits (direct or indirect) arising directly or indirectly from the University's breach of this Agreement or from any liability arising out of the subject matter of this Agreement even if the Licensee has advised the University of the possibility of those losses arising, or if such losses were within the contemplation of the parties. Notwithstanding the foregoing, nothing in this Agreement limits or excludes the University's liability for death or personal injury caused by its negligence, or for fraud or for any sort of liability that, by law, cannot be limited or excluded.
- 9. You shall not make the API data available to any third parties, include any advertisements within the data or dismantle or amend the data. Adverts placed on the same page as the data are acceptable.
- 10. You shall be liable for and agree to indemnify the University, it's employees, agents and sub-contractors against any expense, liability, loss, claim or proceedings whatsoever arising under statute or at common law in respect of your use of the API.
- 11. This Agreement shall be governed by the laws of England and the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.
- 12. This license will allow access from a single fixed IP address. If this feed is to be used by applications or from client side web pages, then the users server should act as a proxy, and cache data where appropriate.