

OPENLAW NZ API TERMS OF USE



1 SUMMARY

- 1.1 **The deal:** You can use the OpenLaw NZ API to access our databases, but only if you agree to the Terms set out below. Your use must be reasonable, and for now is made available at our sole discretion: It may be restricted, terminated or changed by us.
- 1.2 **Licence:** As long as you accept and follow these Terms, we grant you a licence to use the API. Your license is limited, non-exclusive, non-assignable, and non-transferrable.

2 ACCEPTANCE OF TERMS

- 2.1 **Capacity:** If you are using the APIs on behalf of an entity, you warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in these Terms refer to that entity).
- 2.2 **End users:** You will require your end users to comply with (and not knowingly enable them to violate) any applicable law, regulation, and these Terms.

3 USING THE API

- 3.1 **Permitted access only:** You will only access (or attempt to access) an API by the means described in the documentation of that API (where available). You will not misrepresent or mask your identity when using the APIs.
- 3.2 **Limitations:** We may set and enforce limits on your use of the API (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations. If you would like to use any API beyond these limits, you must obtain our express consent (and we may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).
- 3.3 **Open source:** Some of the software required by or included in our API may be offered under an open source license. Open source software licenses constitute separate written agreements. To the limited extent the open source software license expressly supersedes these Terms, the open source license instead sets forth your agreement with us for the applicable open source software.
- 3.4 **Non-exclusivity:** These Terms are non-exclusive. You acknowledge that we may develop products or services that may compete with the API or any other products or services that use the API.
- 3.5 **Use prohibitions:** When using the API you may not (or allow those acting on your behalf to):
 - a Sublicense an API for use by a third party.

- b Perform an action with the intent of introducing to our products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
 - c Defame, abuse, harass, stalk, or threaten others.
 - d Interfere with or disrupt the APIs or the servers or networks providing the APIs.
- 3.6 **Content prohibitions:** Unless you obtain our express authorisation, you will not, and will not permit your end users or others acting on your behalf to do the following with content returned from our API:
- a Scrape, build databases, or otherwise create permanent copies of such content;
 - b Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
 - c Misrepresent the source or ownership; or
 - d Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.
- 3.7 **Commercial use:** Unless you obtain our express authorisation, you may not charge for access to applications or services built using the API. We want to support innovation and the use of legal data, so will consider each request on a case by case basis.

4 **LIABILITY**

- 4.1 **No warranty:** The API is made available without any warranty at all. To the extent permitted by law, we exclude all warranties, guarantees, conditions, representations, and undertakings. Given that any aspects of our API may change at any time, you should not rely on these behaviours.
- 4.2 **No liability:** You agree not to hold us responsible for any lost profits, revenues or data, financial loss, or any indirect, special, consequential, exemplary or punitive damages.
- 4.3 **Cap on liability:** If the foregoing is insufficient to prevent us from being liable to you in any way then you agree that any claim you may bring against us is limited to the amount you paid us to use the API during the 12 months prior to the event giving rise to that liability.
- 4.4 **Indemnity:** Unless prohibited by law, if you are a business, you will defend and indemnify us, and our directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
- a your misuse or your end user's misuse of the API;

- b your violation or your end user's violation of the Terms; or
- c any content or data routed into or used with the API by you, those acting on your behalf, or your end users.

5 GENERAL PROVISIONS

- 5.1 **Modification:** We may modify these Terms at any time. You should look at these Terms regularly. If you do not agree to any modifications you must discontinue use of the API. Your continued use of the API constitutes your acceptance of any modified terms.
- 5.2 **Governing law:** The laws of New Zealand will apply to any disputes arising out of or related to these Terms.
- 5.3 **Your Right to Terminate:** You may terminate these Terms by discontinuing use of our API. Upon termination:
 - a All rights and licenses granted to you will terminate immediately;
 - b Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the API;
 - c Clauses 4 and 5 shall remain in effect.