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Public Sector Eircode Application Programming Interface (API) Terms of Use Policy

These Terms of Use ("Terms") govern your use of our Public Sector Eircode API ("our API") which includes accessing or browsing our API, as well as any information, or other materials uploaded, downloaded or appearing on our API (collectively, the "Services").

Please read these Terms carefully before you start to use the Services as it sets out the permitted and prohibited uses of the Services. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Services. As referenced below, "we", "OSI", "us" or "our" means Ordnance Survey Ireland, and "you" or "your" means the user of the Services.

INFORMATION ABOUT US

The Public Sector Eircode API is operated by Ordnance Survey Ireland, a body established under the Ordnance Survey Ireland Act 2001, with its headquarters at Phoenix Park, Dublin 8.

CHANGES TO THESE TERMS

We may revise these Terms at any time by amending this page. Changed terms will be sent to you via email, we advise you to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR API AND THE SERVICES

We may update our API from time to time.

We do not guarantee that our API, or any content on it, will be free from errors or omissions.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that OSI shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

ACCESSING THE SERVICES

We make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, bug-free, virus-free or error-free basis. No advice or information, whether oral or written, obtained from us or through the Services, will create any warranty or representation not expressly made herein.

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You are responsible for configuring your information technology, computer programmes and platform in order to access our API and use the Services. You should use your own virus protection software. You are also responsible for ensuring that all persons who access our API through your internet connection are aware of these Terms and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest in and to the Services (excluding content provided by our third party content providers, GeoDirectory and Capita) are and will remain the exclusive property of OSI and/or its licensors. Nothing in these Terms gives you a right to use the OSI name or any of OSI trademarks, logos, domain names, and other distinctive brand features. The OSI content on our API (i) is protected by third party intellectual property rights such as copyright or trade marks which OSI is permitted to make available to you ("Third Party IP"); (ii) belongs to the Government of Ireland and is protected by Government copyright ("OSI IP").

We do not warrant that using the Services (including the Third Party IP) will not infringe upon the rights of third parties. It is your responsibility to determine and satisfy copyright and other use conditions before accessing or making other use of the API Content. If you no longer have the right to access third party data accessible via the APO, you must cease use of the API with immediate effect and notify OSI.

You agree to abide by all copyright notices, licence conditions, Third Party licence conditions, restrictions attached to the API Content and agree not to remove or alter any notices, conditions, forms of identification, or dedications, if required not to.

PERMITTED USE OF THE SERVICES

You may use our API within your business. You acquire absolutely no rights or licences in or to the Services and materials contained herein other than the limited right to utilise the Services in accordance with these Terms or the Third Party Terms. When you download content from the Services, you do so in accordance with these Terms and the terms of the relevant third party.

PROHIBITED USE OF THE SERVICES

Other than where permitted, the Services may not be used for commercial purposes without obtaining, in advance, a licence from OSI and/or the relevant third party.

In particular, you shall not:-

- I. interfere with, disrupt or attempt to gain unauthorised access to our API, servers or networks;

- II. engage in any illegal activity;
- III. misuse our API by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- IV. attack our API via a denial-of-service attack or a distributed denial-of service attack;
- V. take any action that imposes an unreasonably or disproportionately large load on our infrastructure.

INDEMNITY

You agree, to the fullest extent permitted by applicable law, to indemnify and hold us, our officers, directors, owners, agents and employees harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Services, violation of these Terms by you, or the infringement by you, or other user of the Services using your computer, of any intellectual property rights or other right of any person or entity. We reserve the right (but no obligation) to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to co-operate with our defence of these claims.

NO RELIANCE ON INFORMATION PROVIDED

Although we make reasonable efforts to update the information on our API, we make no representations, warranties or guarantees, whether express or implied, that the API Content is accurate, complete or up-to-date. Your access to and use of the Services or any content is at your own risk.

You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, we disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose or non-infringement.

LIMITATION OF OUR LIABILITY

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or any other liability that cannot be excluded or limited by Irish law.

We will not be liable to you for any loss or damage (including any loss of data, loss of profits, sales, business or revenue; business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation) whether direct, indirect, special, incidental or consequential and whether caused by tort (including negligence), breach of contract, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Services or use of or reliance on any API Content. We will not be liable to you for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or to your downloading of any content on our API, or on any website linked to it.

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We assume no responsibility for the content of website linked to our API. Such links should not be interpreted as endorsement by us of those linked website. We will not be liable for any loss or damage that may arise from your use of them. You are solely responsible for securing and backing up your content.

It is your responsibility to ensure that API is suitable for your intended purposes. We accept no liability as to the fitness of the API supplied in meeting your needs. We do not warrant that (i) the supply of the data will be free from interruption; (ii) that the data is accurate, complete, reliable, secure, useful, fit for purpose or timely.

THIRD PARTY LINKS AND RESOURCES

We are not responsible for and do not make any representations regarding such content or the accuracy of content provided by third parties.

BREACHES OF THESE TERMS

We reserve the right to suspend or terminate your access to the Services, at any time, if we suspect that you are in breach of these Terms or that you have violated any applicable law. The suspension or termination of your ability to use the Services or to participate in any of the features of our API will be without prejudice to any rights that we may have against you in respect of your breach of these Terms or otherwise.

APPLICABLE LAW

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Irish law. We both agree to the exclusive jurisdiction of the courts of Ireland.

SEVERABILITY

If any court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.