

## WPD API Terms and Conditions

If you use the Western Power Distribution API service (the "**WPD API**"), you agree to be bound by these terms and conditions.

### 1. Definitions

In these terms and conditions, "**WPD**", "**we**" and "**us**" means Western Power Distribution (East Midlands) Plc (company number 2366923), Western Power Distribution (West Midlands) Plc (company number 3600574), Western Power Distribution (South West) Plc (company number: 2366894) and Western Power Distribution (South Wales) Plc (company number: 2366985), whose registered offices are at Avonbank, Feeder Road, Bristol BS2 0TB.

### 2. Licensed uses and restrictions

2.1 WPD owns the WPD API and grants you a worldwide, non-exclusive, non-transferable licence to use the WPD API solely as anticipated and set out in these terms.

2.2 You agree to not:

- (a) sell, lease or sublicense the WPD API or access to it;
- (b) do anything that could mislead users into thinking you are offering a service on behalf of WPD or that you or your product are endorsed by or created with WPD;
- (c) use the WPD API to spam or harass anyone;
- (d) conceal your identity or your application's identity when requesting authorisation to use the WPD API;
- (e) use the WPD API for any application that is spyware, adware, or any other malicious software, or is used in connection with any such software;
- (f) use the WPD API in a way that violates the law or any person's rights, including intellectual property and privacy rights;
- (g) use the WPD API in a way that undermines the stability of the host servers or the behaviour of other applications using the WPD API. Note that to this end, WPD has taken measures to restrict accesses above a rate that which we consider unreasonable ;
- (h) use the geographical information on the WPD API for any navigational purposes; or
- (i) resell or attempt to resell for profit the information provided to you through the WPD API.

### 3. Access to the WPD API and content

3.1 The content provided by us on the WPD API is for information only and should not be relied on as the basis for any commercial decisions made by you or any user of any application of yours based on or using the WPD API.

3.2 We will endeavour to allow uninterrupted access to the WPD API, but access to the WPD API may be suspended, restricted or terminated at any time.

3.3 We reserve the right to change, modify, substitute or remove without notice any information on the WPD API from time to time.

3.4 We assume no responsibility for the contents of any other websites or third party applications to which the WPD API has links or which any third party creates using the WPD APIs.

#### 4. **Intellectual property**

4.1 The copyright in the material contained in the WPD API, together with the WPD API design, their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us, our subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our written permission.

4.2 We own the trademark WESTERN POWER DISTRIBUTION. Other product and company names mentioned on the WPD API may be the trademarks of their respective owners. You are not entitled to use the logos and brand names owned by us without our express prior written permission.

#### 5. **Fees**

We are currently providing you with the WPD API for free.

#### 6. **Disclaimer of warranty**

6.1 The WPD API is provided to you "as is" and WPD gives no warranty of merchantability, accuracy of information, fitness for a particular purpose, availability, security, title or non-infringement. This means you use the WPD API at your own risk and understanding that it may contain inaccuracies or have the potential for bugs. We do not give any warranty that the WPD API is free from viruses or anything else which may have a harmful effect on any technology. Please ensure you screen all security risks appropriately.

#### 7. **Exclusions of liability**

7.1 Due to the nature of electronic transmission of data over the internet, any liability we may have for any losses or claims arising from an inability to access the WPD API, or from any use of the WPD API or reliance on the data transmitted using the WPD API, is excluded to the fullest extent permissible by law.

7.2 In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with this agreement or use of the WPD API save where such liability cannot be excluded by law.

7.3 You agree not to bring any claims against us relating to your use of the WPD API, and do so at your own risk, and hereby waive your legal rights to any such claims.

7.4 These liability provisions may sound harsh but you recognise this is a fair balance because we're giving you access to the WPD API for free and it should provide good benefit to you.

#### 8. **Indemnity**

You agree to indemnify WPD against any third-party claim arising from or related to your use of the WPD API and its content. This means if we incur costs because of your use of the WPD API then you agree to pay these costs on our demand. These costs may include, but not be limited to, monies we pay out in relation to claims, legal costs, court judgements and associated costs or payments we make to settle any third party claims made against us.

## 9. **Termination**

- 9.1 We may terminate general access to the WPD API at any time on not less than 3 days' notice published to the WPD website. We may also formally request that you cease using the WPD API should it come to our attention that you are not acting in accordance with these Terms of Use.
- 9.2 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

## 10. **General**

- 10.1 You and WPD are acting independently of each other. Neither will act as partner, joint venturer, agent, employee or employer of the other. You will not have any express or implied authority to create or assume any obligation for WPD or on behalf of it.
- 10.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.
- 10.3 We may modify these terms and conditions at any time by publishing the modified terms and conditions on our website. Any modifications shall take effect 3 days after posting on the WPD API.
- 10.4 These terms are the entire agreement between WPD and you concerning the WPD API.
- 10.5 These terms and conditions shall be governed by and construed in accordance with English law.
- 10.6 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.