Data61's API Terms

Expert Connect

Agreeing to the Terms

Thank you for using Data61's APIs, related documentation and associated software (collectively, "APIs"). By accessing or using (or attempting to access or use) any Data61 API, you agree to comply with the terms set out below, and any additional terms, policies or guidelines specific to that API (collectively, "Terms").

If you access or use the APIs on behalf of an entity, you represent and warrant that you are authorised to legally bind that entity to these Terms, and by accepting these Terms, you do so on behalf of that entity (and in which case all references to "you" in these Terms will instead refer to that entity).

For the purpose of the Terms, "Data61" means the Commonwealth Scientific and Industrial Research Organisation (ABN 41 687 119 230) through its Data61 business unit, with offices at Level 5, 13 Garden Street, Eveleigh, NSW 2015, Australia.

Accessing and using the APIs

Before accessing and using a Data61 API, you must submit a request for a user account via the online application form. Data61 may use any submitted information in accordance with its privacy policies.

API Keys

If Data61 issues you an API Key, you may implement and use the applicable Data61 API on your websites and applications ("Client") to distribute the information, data or other content made accessible via the API ("Content") to your end users, provided that you:

- only use the API Key with the applicable APIs;
- keep the API Key secure and confidential. This includes not giving or permitting the API Key to be given to or used by any other person to access a Data61 API; and
- not misrepresent or mask your identity or your Client's identity when using the API.

API use

When using a Data61 API, you agree that you will:

(end users)

- require your end users to comply with (and not knowingly enable them to violate) the Terms;

(in general)

- not use the API for any purpose other than as permitted by the Terms;
- not charge end users for merely making the API available via the Client;

- not remove or tamper with any notices on the API or its associated website(s);
- not disassemble, decompile, attempt to extract the source code from any API or any related software, reverse engineer, or create derivative works or functionally equivalent software from the API or its associated website(s);
- use the latest API version as it is made available by Data61;

(Content)

- only make direct server calls to the API (using your applicable API Key) for the Content, and immediately provide a link to the Content to your end users upon receipt of that link by your Client;
- not cache Content for more than 30 days;
- remove links to any Content from your Client if that Content, or access to that Content, is removed from the website associated with the API;

(integrity)

- not use the API or its associated website in any way that adversely affects the performance or function of the API or website;
- not use, or enable any third party to use, any means such as a proxy server, robots, spiders, scraping or other automated functionality or technology to access, retrieve, index or use any part of the API or Content;
- not, directly or indirectly, introduce or permit the introduction of, any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code, into the API or its associated website, or in any other manner whatsoever corrupt, degrade, compromise or disrupt the API or website;
- not distribute, facilitate, enable or allow access or linking to the API in a way that circumvents the need for any person to obtain an API Key;
- not (nor permit a third party to) submit any data or information to the API or its associated website, nor otherwise use the API or website to: (i) engage in any activity which breaches any law, infringes a third party's rights, or in a manner which interferes with the rights of any other person; (ii) infringe the intellectual property rights (including trade marks and copyright) of Data61 or any third party; or (iii) in any way that is defamatory, obscene, misleading or deceptive or otherwise illegal;

(user account details and Client access)

- keep your user account details correct and up to date, secure and confidential and not disclose them to any other person; and
- provide Data61 with free access to any Client that uses or links to the Content or the API to enable Data61 to monitor use of the API to ensure quality, improve Data61's products and services, and verify your compliance with the Terms.

Use of Content

When using a Data61 API, you may only copy, reproduce, publish, download and communicate Content in accordance with the Creative Commons Attribution Non Commercial-No Derivatives 3.0 Licence (CC BY-NC-ND) (https://creativecommons.org/licenses/by-nc-nd/3.0/au/legalcode).

You must reproduce the above licence (and its link) as part of the terms and conditions for use of your Client where access to the Data61 API is given.

Attribution

Data61 API Branding

You agree to display any attribution(s) required by Data61 as described in the documentation for the API.

Publicity

You must not make any statement regarding your use of a Data61 API which suggests partnership with, sponsorship by, or endorsement by Data61 without Data61's prior written consent, or which in any way damages the reputation of, or causes harm or loss to, Data61.

For the purpose of promoting, marketing, or demonstrating the Data61 APIs you are using and the associated websites, Data61 may produce and distribute incidental depictions, including screenshots, video, or other content from your Client, and may use your name or product name. You grant Data61 such rights as are necessary for the above purposes.

Intellectual property

Data61 does not acquire ownership in your Clients, and by using Data61's APIs, you do not acquire ownership of any rights in those APIs or any Content. Data61 may use any feedback or suggestions about its APIs without obligation to you.

For clarity, the Terms are non-exclusive, non-sublicensable and non-assignable. You acknowledge that Data61 may develop products or services that may compete with your Clients, products or services.

Liability

Acknowledgements

All Data61 APIs are provided "as is". Data61 does not make any commitment (and gives no warranty) in relation to Content, the Data61 APIs or their associated websites, including their functions, availability, reliability, accuracy, completeness, condition (including that the Data61 APIs or associated websites are bug and error free, and do not contain harmful code), ability to meet your needs, or security.

Your access to and use of any Data61 API is at your own risk, and Data61 will not be liable for any loss or cost suffered or incurred by you or your end users in connection with any Data61 API, including for any loss of profit, revenue, or anticipated savings, loss of

business opportunity or goodwill, aggravated or exemplary damages, or any indirect, special, or consequential losses.

All implied terms, conditions, representations, or warranties (including those of merchantability or fitness for a particular purpose) are, to the extent permitted by law, excluded. Where a term, condition, representation, or warranty in relation to the Agreement cannot, by law, be excluded, Data61's liability in the event it breaches such term, condition, representation, or warranty will be limited to (at its election) supplying the relevant Data61 API to you again, or paying you the amount you paid Data61 to use the relevant Data61 API during the 6 months prior to the event giving rise to the liability.

All Content available through a Data61 API and associated websites is provided for general information purposes only and does not constitute legal or any other professional advice. Some Content is derived from, and provided by, third parties.

Data61 reserves the right to update, amend or remove any Data61 API or Content at any time without notice, and is under no obligation to provide any relevant technical support.

Indemnity

You indemnify Data61 against all loss, liability, proceedings, costs and expenses (including legal fees), claims and damages arising out of or in connection with:

- your failure or your end users' failure to comply with the Terms; or
- your misuse or your end users' misuse of any Data61 API.

Termination

You may stop using any Data61 API at any time with or without notice. If you wish to terminate the Terms, you must provide Data61 with prior written notice and upon termination, cease your use of the applicable Data61 APIs. Data61 reserves the right to terminate the Terms with you or discontinue the Data61 APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

Upon any termination of the Terms or discontinuation of your access to a Data61 API, you must immediately stop using the API, cease all use of the Data61 API Branding, and delete any cached or stored Content.

General

You must not assign, subcontract or novate your rights or obligations arising under these Terms without Data61's prior written consent.

Data61 may revise and amend the Terms without notice by publishing the amended Terms on the Data61 API website. Your continued use of the API after an amendment to the Terms constitutes your agreement to the amended Terms. If you do not

agree to the amended Terms, you must stop using the API.

If Data61 waives any right available to it under these Terms on one occasion, this does not mean that those rights will be automatically waived on any other occasion.

If any part of the Terms is held to be invalid, unenforceable or illegal for any reason, the remainder of the Terms will continue with full force and effect.

The Terms are governed by the laws in force in the State of New South Wales, Australia, and you submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales, the Federal Court, and any Courts of appeal.

If you have any questions about the Terms, or want to make use of a Data61 API in a way not permitted by the Terms, please contact Data61 at: expertconnect@csiro.au