

Terms and Conditions of use of the CLA API and API content

Introduction

The Copyright Licensing Agency Ltd (“CLA”) has developed an application programming interface (“the CLA API”) which enables applications to interrogate CLA’s repertoire database (“API Content”) to search for the title of a publication to verify its inclusion under a CLA licence and to verify the permissions granted within a CLA licence. Set out below are the terms and conditions for use of the CLA API and API content (“API Terms”):

1. Acceptance

The API Terms apply to your use of the CLA API and API Content by whatever means for non-commercial purposes only. By using the CLA API and API Content you agreed to be bound by the API Terms. CLA reserves the right to amend the API Terms from time to time without notice. Your continued use of the API is deemed acceptance of any such changes. The most recent version of the API Terms can be found on CLA’s website at www.cla.co.uk.

2. Access

You may access the API once CLA has created an account for your use. Your account is for your sole purposes only and details must not be shared with any other parties without the express written permission of CLA.

3. Licence

Subject to your compliance with the API Terms, CLA grants you a non-exclusive, non-transferable, non-assignable, non-commercial limited licence to:

- 3.1 access and use the CLA API and API Content to verify the inclusion of a publication under a CLA licence;
- 3.2 access and use the CLA API and API Content to check the permissions granted under a CLA licence;
- 3.3 allow end users of your application to access the API Content for their non-commercial use to verify the inclusion of a publication under a CLA licence. Whilst the CLA API may be used to support or improve a subscription based service, no charge may be made to end users in relation to the CLA API or API Content;
- 3.4 allow end users of your application to access the API Content for their non-commercial use to check the permissions granted under a CLA licence; and
- 3.5 use CLA’s registered and unregistered trademarks. All such use shall insure to the benefit of CLA. CLA reserves the right to revoke such permission at any time by notice to you in writing. On receipt of such notice you agree to cease use forthwith.

4. Fees

The CLA API and API Content are free to use but CLA reserves the right to introduce charges for accessing and using both with no less than thirty (30) days’ notice specified on CLA’s website.

5. Compliance

5.1 In all cases in which you use the CLA API and API Content you will:

- 5.1.1 follow any and all instructions for such use provided by CLA;
- 5.1.2 ensure that any end users of your application are aware that their use is restricted to non-commercial use as set out herein;
- 5.1.3 impose and enforce appropriate terms of use of the CLA API and/or API Content for your end users;
- 5.1.4 comply with all relevant local laws and regulations including but not limited to laws relating to privacy and data protection; and
- 5.1.5 inform us of any complaints you receive relating to the CLA API and/or API Content.

5.2 In all cases in which you use the CLA API and API Content you will not:

- 5.2.1 amend and/or manipulate the API Content;
- 5.2.2 use the API Content in any printed format;
- 5.2.3 harvest or store any of the API Content to create a database;
- 5.2.4 use the API Content for any unlawful purpose or in any way that infringes or is likely to infringe the rights of any third party;
- 5.2.5 use the API Content in any way that could result in harm or damage or be detrimental to CLA’s reputation, goodwill or services;
- 5.2.6 unless expressly agreed in writing by CLA to the contrary, state or imply that your application is endorsed by or is being used in association with CLA.

6. Data Collection

By using the CLA API and API Content you agree to the collection by CLA of data on content usage. Such data shall

include, but not be limited to, data relating to your application's use of the CLA API and/or API Content, either relating to a specific user of your application or not.

7. Termination

7.1 CLA reserves the right to cancel, suspend or terminate your right to use the CLA API and API Content at any time, for any period and without notice.

7.2 Your permission to use the CLA API and API Content shall terminate automatically on the occurrence of any of the following:

7.2.1 you commit a breach of the API Terms;

7.2.2 CLA provides notice of such termination;

7.2.3 CLA withdraws the API product.

7.3 On suspension or termination of your permission to access the CLA API for any reason, your licence to use the API Content will automatically terminate and you will immediately cease all use of all API Content.

On termination of your permission to access the API for any reason, you will remove immediately all API Content from your website/s and delete any remaining API Content in your possession. You will also remove any references to CLA trademarks, CLA API or API Content from your application and website.

8. Disclaimer

8.1 CLA is under no obligation to make any particular content available as API Content. Access to and availability of the CLA API or API Content is not guaranteed, nor can CLA ensure it will be uninterrupted or error free.

8.2 CLA makes no representation that the CLA API or API Content will be available, complete, accurate, uninterrupted, error free or free from viruses or anything else of similar destructive qualities.

8.3 The API Content is intended for general information relating to the inclusion of publications in CLA licences and you are solely responsible for determining whether the API Content is suitable for your purposes. We make no representation that the API Content will be legally compliant or otherwise appropriate for your intended use.

8.4 The CLA API and API Content should not be used as a substitute for the CLA licence terms and conditions. In the event of conflict, the licence terms for the relevant CLA licence shall prevail.

8.5 All implied warranties, conditions, or other terms are excluded to the fullest extent permitted by law.

9. Assignment

Other than as may be expressly permitted in the API Terms you may not assign, sub-license, transfer or dispose of the rights licensed herein.

10. Governing Law and Jurisdiction

This agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

The Copyright Licensing Agency Ltd

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For matters relating to the CLA API or API Content: api@cla.co.uk

Registered in England

Registered Number: 1690026