

TERMS AND CONDITIONS OF THE COURSE CONTENT URL API FOR THE CLA DIGITAL CONTENT STORE

Introduction

The Copyright Licensing Agency Ltd (“CLA”) has developed an application programming interface (“the Course Content URL API”) which enables pre-approved applications to interrogate CLA’s Digital Content Store (DCS) database (“API Content”) to search for a course code and return a list of links associated with that course. Set out below are the terms and conditions for use of the Course Content URL API and API content (“API Terms”):

1. Acceptance

The API Terms and conditions apply to your use of the Course Content URL API and API Content by whatever means. By using the Course Content URL 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 and will aim to provide no less than thirty (30) days’ notice in writing. Your continued use of the API after this period 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. The credentials used to access your account are for your sole use only and details must not be shared with any other parties without the express written permission of CLA. For the avoidance of doubt, links generated by use of the API may be provided to mutual customers within your application.

3. Licence

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

- 3.1 access and use the Course Content URL API and API Content to search for a course code and return a list of links associated with that course; and
- 3.2 use CLA’s registered and unregistered trademarks solely in connection with publicising the use of the API within your application. 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 Course Content URL 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 ninety (90) days' notice in writing.

5. Compliance

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

- 5.1.1 follow any and all instructions for such use provided by CLA;
- 5.1.2 impose and enforce appropriate terms of use of the Course Content URL API and/or API Content for your end users;
- 5.1.2 comply with all relevant local laws and regulations including but not limited to laws relating to privacy and data protection; and
- 5.1.3 inform us of any complaints you receive relating to the Course Content URL API and/or API Content.

5.2 In all cases in which you use the Course Content URL 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, save that which is necessary for the provision of links to content within a reading list tool or similar application;
- 5.2.3 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;
- 5.2.4 use the API Content in any way that could result in harm or damage or be detrimental to CLA's reputation, goodwill or services;
- 5.2.5 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 Course Content URL 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 Course Content URL API and API Content at any time, for any period upon giving not less than ninety days prior written notice.

- 7.2 Notwithstanding clause 7.1 above your permission to use the Course Content URL API and API Content shall immediately terminate if you commit a breach of the API Terms and such a breach is not remedied within 30 (thirty) days of notification of a breach by CLA.
- 7.3 In the event of CLA deciding to withdraw the API product, CLA will provide not less than ninety days prior written notice to you of its intention to withdraw the API product.
- 7.4 Without prejudice to any other rights or remedies which you may have, CLA may terminate this agreement with less than ninety (90) days written notice without liability to you where due to any regulatory, legal or government requirement it becomes necessary for CLA to withdraw, suspend and/or terminate either the Course Content URL API and API Content. In a situation described by this clause 7.4, the period of written notice to you will be the maximum notice period permitted by the aforementioned regulatory, legal or government requirement.
- 7.5 On suspension or termination of your permission to access the Course Content URL API for any reason, your licence to use the API Content will automatically terminate and you will immediately cease all use of the Course Content URL API. You will also remove any references to CLA trademarks, Course Content URL 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 Course Content URL 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 Course Content URL 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 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 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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