OpenCorporates Commercial API Licence

This is the licence under which Chrinon Ltd, a limited company registered in England (company number 07444723) whose registered office is at Aston House, Cornwall Avenue, London N3 1LF (“we”, “us”, “our”) licenses data available through the OpenCorporates API to

(“you”, “your”) [you must insert in the box above name of corporate entity, including company number, jurisdiction of registration, and registered office address].

Important: this licence makes no warranty as to our ownership of any intellectual property right or the availability of the API. Please see clauses 5 and 6 below.

Interpretation

1. In this licence, where the following terms appear in italic script they have the meanings given.

   “the fee” means the agreed fee, payable on the 1st day of the month on which you start using the API.

   “intellectual property rights” means any right capable of being exercised over data or collections of data, including copyright and database right

   “the API” means any API under which we make available OpenCorporates data at the domain (or any subdomain of) api.opencorporates.com

   “the data” means any data you have obtained through the use of our API

Rights granted

2. This licence covers all intellectual property rights that:

   a) belong to us; and
   b) subsist in the data we supply through the API

3. We grant you, by way of non-exclusive licence, permission to do anything which our intellectual property rights would entitle us to do, with the following restrictions:

   a) You may not transfer a substantial part of the data, whether in a single transaction or in multiple transactions, to any other person.
b) You may not permit any person to use the data in breach of our intellectual property rights.

but, the exceptions in (a) and (b) above do not apply where you are giving permission to your employees, servants and agents to use the data on your behalf in the course of their employment by you with the same restrictions imposed upon them as are imposed upon you.

4. If we have licensed the data in some other way (for example, to the world under the Open Database Licence published by the Open Knowledge Foundation), nothing in this licence takes away any permission given to you under that licence.

Confidentiality

5. Chrinon Ltd believes in transparent business and therefore we do not regard the fact that you use our data to be confidential. However, we do regard the specific API calls you make as confidential.

Disclaimer

6. The law on ownership of pure information is complex and varies across the world. In granting you this licence, we are making no warranty as to our ownership of the data, or that your usage of it will in any way be lawful. You are responsible for ensuring that you are permitted to use it for whatever purpose you use it for.

7. This licence is not an agreement for use of our API. We do not promise that the API will continue to exist or that it will be available at any time in the future. In particular, we reserve the right to suspend availability of the API at any time.

Termination

8. This licence is conditional on your paying the fee. If you fail to pay the fee within 60 days of the due date, this licence will automatically terminate.

9. We may withdraw this licence by giving you at least 3 months’ notice. If we do so, this licence will terminate at midnight on the next date on which the payment of the fee would otherwise be due.

Choice of Law

10. This licence is, as far as possible, to be construed in accordance with the laws of England.