

# API usage terms and Conditions

Before you request access to an API you must read the terms and conditions. Version 1 – effective 1 June 2020

## 1. Introduction and registration

**1.1** This API (API) provided by Selwyn District Council (referred to in these Terms of Use as we, us or our) allows you to access certain information and data (Data) that we make available.

**1.2** By accessing the API and Data, you are deemed to have accepted these Terms of Use.

**1.3** You must ensure that the information you provide to us when registering to use the API is correct.

## 2. Rights to API and data

**2.1** Provided you comply with your obligations set out in section 3, you may use, copy, publish and adapt the Data for any purpose.

**2.2** All intellectual property rights in or relating to the API and the Data are and will remain owned by us or our licensors.

## 3. Your obligations

You must:

**3.1** Keep any credentials you use to access the API and/or Data secure and secret. If you become aware of the security or secrecy of your credentials being compromised, you must contact us immediately.

**3.2** Not imply or represent that we endorse or support any of your applications, tools, websites, products or services (together, Products) that publish, distribute or utilise the Data.

**3.3** Not use the API or the Data for, or in connection with, any purpose, activity or Product that:

**(a)** is (or in our opinion is) illegal, misleading, offensive, discriminatory, defamatory or harmful to us or any other person; or

**(b)** infringes (or in our opinion infringes) our or anyone else's intellectual property rights.

**3.4** Comply with our reasonable instructions and policies in relation to the API and/or Data, as we may notify you of or publish on our website (currently [selwyn.govt.nz](http://selwyn.govt.nz)) (Website) from time to time.

## 4. API and data availability and changes

We may:

**4.1** Suspend, block or retire access to the API and/or the Data for all users generally, either temporarily or permanently, at any time and without prior notice, if a breach or security issue is identified.

**4.2** Restrict access to the API and/or the Data, either temporarily or permanently, at any time and without prior notice. Such a restriction may include rate limiting (eg limiting the number of requests that may be made to the API, or the volume of Data that may be requested), and may be applied to all users generally or to different categories of users (eg to users accessing only the free Data sets).

**4.3** Modify the API, and/or make changes to the Data (including by removing or adding to the Data sets that will be accessible), at any time and without prior notice.

If we charge you any periodic fees for access to the Data or a Data set, we still may make the API and/or Data temporarily unavailable while we carry out any maintenance or modifications, but otherwise we will continue to allow you to access that Data or Data set through the API for the remainder of the relevant period.

## **5. Fees**

We reserve the right to charge fees for accessing the Data or certain Data sets. If we elect to do so:

**5.1** The fees, how and when the fees are to be paid (Payment Terms), and any changes to the fees or Payment Terms, will be notified to you at least 30 days prior to the fees or changes taking effect.

**5.2** You must pay the fees in accordance with the Payment Terms, unless you change your access level to a free level in accordance with section 5.3 or access to the API and Data is retired or terminated in accordance with section 4.1 or 8.

**5.3** We may continue to offer access to certain Data sets free of charge. If you only wish to access the free Data sets, please contact us so that we may restrict your level of access to the free Data Sets.

**5.4** Unless stated otherwise, all fees on our Website or notified to you are stated exclusive of GST.

## **6. Personal information**

There may be times when we collect personal information about you, including when you register to use the API. You agree that we may collect, retain, use and disclose your personal information in accordance with our [Privacy Policy\(external link\)](#).

## **7. Disclaimer and liability**

We provide the API and Data to you on an "as is" basis. To the extent permitted by law:

**7.1** We disclaim and exclude all warranties, guarantees and conditions relating to the API and the Data. In particular we do not guarantee that the API or Data will be continuously available or that the Data will be complete, accurate or fit for your particular purposes.

**7.2** We will not be liable to you (whether in contract, tort or otherwise) for any breach of these Terms of Use or for any losses, damages or costs, that you may suffer or incur in connection with your use of the API or the Data.

## **8. Suspension and termination**

**8.1** We may temporarily suspend or terminate your access to the API and Data at any time and without notice, if a breach or security issue is identified.

**8.2** You may terminate your access to the API and Data at any time by providing us with at least 14 days' prior notice.

**8.3** Upon termination of your access to the API and Data in accordance with this section 4.1, 8.1 or 8.2:

**(a)** Any overdue or outstanding fees will remain payable.

**(b)** The contract between you and us as recorded in these Terms of Use will end, except that the provisions of sections 2.2, 3, 7 and 9.4 will continue to apply.

## **9. General legal**

**9.1** We may amend these Terms of Use from time to time by providing notice to you and/or posting an updated version of these Terms of Use on our Website. By continuing to access the API and/or Data after any such amendment, you are deemed to have agreed to the amendment.

**9.2** Any notice to us under these Terms of Use must be sent to [helpdesk@selwyn.govt.nz](mailto:helpdesk@selwyn.govt.nz) or to such other electronic address as we may advise from time to time. Any notice to you under these Terms of Use may be sent to the current email address that we hold for you or through the API itself. Notices we send to you will be deemed to have been received at the time of transmission.

**9.3** You may not assign or transfer any of your rights or obligations under these Terms of Use to any other person without our prior written consent.

**9.4** These Terms of Use are governed by New Zealand law. You and we submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms of Use.