



erudus
United around food data

ERUDUS LIMITED

API TERMS OF USE

**United around
food data**



PLEASE READ THESE API TERMS OF USE CAREFULLY BEFORE USING THE API. BY USING THE API, YOU AGREE TO BE BOUND BY THESE API TERMS OF USE. IF YOU DO NOT AGREE TO THESE API TERMS OF USE YOU MUST NOT USE OUR API FOR ANY PURPOSE WHATSOEVER.

In these **API Terms of Use**, **We**, **Our**, **Ourselves**, **Us** or **API Licensor** means Erudus Limited (a company incorporated in England and Wales under number 06315071 whose registered office is at Panther House Asama Court, Newcastle Business Park, Newcastle upon Tyne, England, NE4 7YD) and **You**, **Your** or **API Licensee** means you (and if you are using the API on behalf of a legal person, business or other organisation who has contracted with Us for the provision of services (**Organisation**) includes you and also such Organisation).

By using the API on behalf of any Organisation, You represent and warrant that you have all necessary capacity and authority to enter into these API Terms of Use on behalf of such Organisation as a legally binding contract between such Organisation and Us in all applicable jurisdictions and that the Organisation enters into such contract.

Our API and how We work with developers

Our application programming interfaces (**API**) can be accessed at api.erudus.com and includes any documents (electronic or otherwise) that come with the API. Our API is intended to be used as an interface between: (a) Our platform, or Our relevant products or services, including developer services, mobile services and any other features, content, or applications offered or operated by Us from time to time whether accessed via the Internet, mobile device or other electronic device (**Platform**); and (b) the applications or services provided by You through Your website or platform on behalf of the Organisation (**Application**).

As part of use of the API, You may access or otherwise use on Our Platform certain content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data made available via the API (**API Data**).

Certain arrangements for accessing and developing Applications on Our Platform are subject to supplemental terms which You will be required to enter into with Us (**Supplemental Terms**). If you agree to Supplemental Terms either before or after accepting these API Terms of Use, then the Supplemental Terms will take precedence over these API Terms and the Supplemental Terms will apply in the event of a conflict between the API Terms and the Supplemental Terms

These API Terms of Use

The main things that We care about are that Our Platform is protected and so are the rights of Our end users.

These API Terms of Use set out Our and Your respective rights and obligations relating to use of Our APIs to interface between Our Platform and Your Application and use of the API Data.

Your use of any of Our other products or services on Our Platform will be on different terms and conditions. If, and only so far as, these API Terms of Use and the terms and conditions applicable to

Our other products or services are inconsistent, the terms and conditions applicable to Our other products or services shall apply (and these API Terms of Use shall not).

If these API Terms of Use do not specifically say that You can do something in connection with the API, the API Data or the Platform, then You cannot.

Access to the API

You agree:

- to access the API only using the approved API keys that We give You;
- to keep Your API keys secure and that You are responsible for any use of the API using Your key; and

that end users shall not be prompted to provide any passwords, usernames or other login details that they use to access the Platform directly to You, however these details may be stored within the API in accordance with Our API policy (**API Policy**).

How You may use the API

You must:

- obtain end user consent to allow the Application to access the Platform through the API; and
- ensure that Your use of the API complies with:
 - these API Terms of Use and our API Policy which can be accessed at developer.erudus.com/getting-started/quickstart; and
 - all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant jurisdiction, government or regulatory agency or other regulatory body.

What the API must not be used for

You must not use the API to send spam or to interfere with or degrade Our services in any way.

You must also not use the API for any unlawful purpose or activity whatsoever, including fraud or terrorism, or to promote any unlawful act, or in any way which:

- is abusive, harmful, threatening or defamatory or may otherwise cause offence (including uploading any material that contains a virus or other malicious code);

- does or could potentially breach a legal duty to anyone else (including a duty of confidentiality) or infringe a person's right to privacy; and/or
- may infringe the intellectual property rights (e.g. copyright, trade marks, patents, database rights, know-how and design rights) of anyone else (including Ours).

You must also not:

- distribute, license, sell, rent, lease or otherwise deal in or encumber (like a guarantee, mortgage or security interest, for example) the API;
- modify, add to, or otherwise enhance the API;
- except as strictly necessary for You to integrate Our API with Your Application in a manner (and for such purposes) that comply at all times with these API Terms of Use, copy or decompile the API and shall not observe, study or test the functioning of the API (or any part of it), but only so far as the same cannot be restricted by law; or
- infringe or copy Our code or content or the design of Our Platform.

API Licensee's rights to use the API

We grant You a non-exclusive, revocable and non-transferable licence without a right to sublicense to end users, to use the API for providing integration, development and other services to an Organisation and subject to the restrictions on use in these API Terms of Use. You must not use the API for any commercial purpose including without limitation using the API to build new products and services or to use it in connection with any product or service that competes with Our business interests. This means that:

- We can grant licences to anyone else (and retain rights to do things with the API Ourselves);
- We can decide to take the licence back from You; and
- You are not permitted to transfer Your rights to anyone else or to allow anyone else to use the API, the API Data or the Platform;

The API licensed under these API Terms of Use shall include any error corrections, patches, fixes, updates, upgrades, new releases or new versions subsequently received (if any) of the API.

If You breach these API Terms of Use, Your rights to use the API and the API Data will automatically terminate, and We can shut down or restrict Your access to the API and/or Your API integration. Otherwise, this licence will continue until We terminate Your use in accordance with these API Terms of Use or You stop using the API, the API Data and the Platform. Your obligations relating to data protection, security and confidentiality will continue even after the licence has ended together with any other provisions expressed or implied to survive.

API Licensee's rights to use the API Data and other content

You accept that the API Data may contain third party intellectual property rights and You shall ensure that Your use of such API Data does not infringe those rights. However, if this does happen, Your permission to use API Data will automatically terminate and any copies made of API Data must be immediately destroyed.

We grant You a limited, non-exclusive, revocable, and non-transferable licence to download, copy, display, view and use the API Data for providing integration, development and other services to an Organisation, provided that You shall not:

- create permanent copies of the API Data except to the extent permitted by these API Terms of Use;
- remove, alter, or cover up any trade mark, copyright and other proprietary notices contained in the API Data;
- without Our prior written consent, make derivative works of, or commercially distribute or otherwise exploit the API Data, or use the Platform or any API Data in a way that inaccurately suggests an association between You and Us or Our licensors; or
- otherwise use or exploit the API Data in any way for any purpose except as specifically permitted by these API Terms of Use.

You grant Us a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display any content or material that You provide to Us through the API including end user content or material and any data or analytics generated from the same, as set out in Our API Policy which can be accessed at developer.erudus.com/getting-started/quickstart.

Data protection and security

You shall at all times:

- comply with all data protection laws in connection with the exercise and performance of Your rights and obligations under these API Terms of Use and ensure that Your collection, processing, use and disclosure of any personal data as part of the use by any person(s) and/or system(s) of the API complies with applicable data protection laws;
- ensure that You (and all those acting on Your behalf) have a lawful basis for processing personal data using the API and that any such processing is performed in accordance with all applicable laws;

API Licensor's rights

We have the right at any time to monitor Your use of Your API account to ensure You are complying with these API Terms of Use.

Except for Your right to use the API, Platform and API Data as specifically granted above, all intellectual property rights in and to the API, Platform and API Data are Ours and remain Ours (or Our licensors').

If You acquire any intellectual property rights (for example, trade marks, patents, copyright, designs, domain names and rights in software (registered or not)) in the API, Platform or any API Data, You shall transfer these rights (both existing and future) with full title guarantee to Us or anyone else We nominate (or You will make this happen immediately). You shall sign all documentation and do such things as We think necessary to transfer those rights.

You accept and understand that the API and API Data contain confidential and proprietary information and You shall not conceal, modify, remove, destroy or alter in any way any of Our proprietary markings on or in the API, API Data or any related materials and documentation.

Our trade marks and branding

All trade marks, logos and service marks (the **Trade Marks**) which appear on the Platform or API are Our registered and unregistered Trade Marks or are licensed for use by Us by the owners of those Trade Marks.

Other Trade Marks are proprietary marks and are registered to their respective owners.

Nothing contained on the Platform or API should be construed as granting any licence or right to use any Trade Marks displayed on the Platform or API without Our written permission.

Misuse of any Trade Mark displayed on the Platform, or any other content on the Platform, except as provided herein, is strictly prohibited.

Confidentiality

You shall keep Our confidential information confidential. This includes all information (of any kind and in any format and coming into Your knowledge, possession or control in any way) relating to Our business, finance or technology, know-how, intellectual property rights, assets, strategy, products and customers, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given its nature or how it was disclosed (**Confidential Information**).

You shall only use Our Confidential Information to use, and undertake development work with, the API, and will give Us notice of any unauthorised misuse, disclosure, theft or loss of Our Confidential Information immediately upon becoming aware of this.

You shall not without Our prior written consent use, disclose, copy or modify Our Confidential Information (or permit others to do so) other than as is strictly necessary for You to be able to do what You are permitted and/or required to do under these API Terms of Use and, where disclosure to Your officers, employees, agents, professional advisers and contractors is necessary, You shall ensure such persons are made aware of and agree in writing to observe these same obligations and at all times comply with these same obligations.

Warranties, representations and disclaimers

You promise that:

- You hold all rights and have obtained all licences required to use the API integration You develop and the API Data; and
- Your use of the API will not infringe Our rights or anyone else's, nor will it breach any applicable laws or regulations.

To the maximum extent permitted by applicable law, You accept that the API is provided on an 'AS IS' basis and that:

- the API may not be free of bugs or errors and that the existence of minor bugs or errors shall not constitute a breach of these API Terms of Use;
- You remain responsible for Your own hardware, content and any other data uploaded through the API;
- We accept no responsibility for any liability that arises in connection with anyone else unlawfully obtaining access to Your API account in order to abuse the nature and intent of the API (although this does not include where We obtain access to Your API account as We are permitted to under these API Terms of Use); and
- We accept no responsibility for any liability that arises in connection with the theft of Your username, password or authorised API keys/tokens by unauthorised third parties.

We shall use commercially reasonable endeavours to make the API and the Platform available 24 hours a day, seven days a week, except for planned and unscheduled maintenance where We will use reasonable endeavours to give You notice in advance.

We do not promise that the API shall be:

- uninterrupted or error free; or
- compatible with third party software or equipment.

Any promises that We make (and We are not saying that We are, unless We have to by applicable law) depend on You using the API in compliance with these API Terms of Use, and We shall not be liable, nor be required to fix, any problem arising from:

- any modification made to any part of the API by anyone other than Us without Our express prior written consent; or
- any defect or error wholly caused by any equipment or third party software used in connection with the API.

Subject to what it specifically says in these API Terms of Use and to the maximum extent permitted by applicable law, We and Our suppliers:

- make no other promises or representations and do not agree to any other terms and conditions (express, implied or statutory) in relation to the API, the API Data and the Platform or about results to be obtained from using the API; and
- shall not be liable for any loss or damage arising out of any virus or other malicious code.

Liability

Given that We are allowing You access to the API, We exclude and/or limit our liability to the maximum possible extent that We are permitted to under applicable law

AND We shall not be liable to You for any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these are direct, indirect or consequential), or any indirect or consequential loss or damage whatsoever, arising under or in connection with these API Terms of Use, even if We were aware of the possibility that such loss or damage might be incurred by You

EXCEPT THAT We do not exclude or limit any liability to the extent the same cannot be excluded or limited by law (such as fraud, fraudulent misrepresentation, or personal injury resulting from Our or Our employees' negligence or wilful default).

Indemnification

You agree to indemnify Us against all losses or damage We may suffer related to:

- the Application infringing the intellectual property rights of anyone else (including Us);
- any misuse of the API or API Data, including any claim Your use of the API Data infringes the intellectual property rights or privacy rights of anyone else; and
- any breach by You of any warranties or non-performance of any of API Licensee's obligations under these API Terms of Use.

This means that, in these particular circumstances, You will fully reimburse Us for any losses on a 'pound' for 'pound' basis, without Us having to take steps to avoid or minimise Our loss or to prove this is direct or foreseeable.

Updates to the API and these API Terms of Use

We may make changes to the API at any time and for any reason. The updated API and any corresponding updates to related documentation can be accessed at developer.erudus.com/change-log. If any change We make is not acceptable to You, stop using the API – Your continued use of the API means that You accept the change.

We are entitled to modify or add to these API Terms of Use at any time, and will notify You of the updated terms by posting them on the Platform so that they are accessible via a link on developer.erudus.com/change-log.

By using the API after We have posted the updated terms, You are agreeing to the updated terms. If You do not agree to the updated terms, You should not continue to use the API.

Other

Nothing in these API Terms of Use shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent between You and Us for any purpose.