> **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 BritNed Development Limited (a company incorporated in England and Wales under number 04251409 whose registered office is at 1-3 Strand, London, WC2N 5EH) 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 (**Organisation**) includes you and also such Organisation).

By using the API on behalf of any Organisation, You represent and warrant (**promise**) 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.

We may update these API Terms of Use and any of the policies or other documents referred to in them from time to time by posting a notice of the update on `https://www.britned.com/who-we-are/about-britned/empire-api-terms-of-use` and as part of the API documentation on `https://github.com/britned/empire-platform-api` or by notifying You by any other reasonable means. Such updates shall take effect 10 days after details of them are so posted (or, if earlier, of You otherwise being notified of the update). Please check https://github.com/britned/empire-platform-api/commits/main/TermsOfUse.md and the website `http://www.britned.com/` regularly for details of updates. If You do not agree to any such update You should stop using the API and API Data before the update takes effect.

Our API and how We work with Participant developers

Our application programming interface (**API**) can be accessed at the URL notified by Us to You, 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 EMPIRE allocation and nomination platform, comprising bidding in capacity rights auction, nominating capacity rights, reporting, financial settlement, over-the-counter capacity transfers, and NTC/nomination monitoring, 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 software services (**Application**).

As part of Your use of the API, You may access or otherwise use on Our Platform certain content, images, written materials or data made available via the API (**API Data**).

These API Terms of Use

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

These API Terms of Use set out Our and Your respective rights and obligations relating to the 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 as to the terms applicable to the use of Our API, 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 API key that We give You;

- to keep Your API key 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.

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 the BritNed Access Rules (https://www.britned.com/regulation/access-rules/) (**Access Rules)**;

  — all documentation relating to the API and/or Platform provided or made available by Us to You (**Documentation**) (as updated from time to time);

  — any terms applicable to Your Application;

  — any terms applicable to the Platform;

  — any other terms agreed between Us and You; 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:

- causes or is intended to cause annoyance, inconvenience or needless anxiety;

- 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

- may infringe the intellectual property rights (eg copyright, trade marks, service marks, patents, database rights, know-how, design rights, domain names, know-how and rights in software (registered or not)) or any other rights of anyone (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; or

- infringe or copy Our code or content or the design of Our Platform, the API and any of Our other intellectual property rights.

Licences to use the API and API Data

We grant You a non-exclusive, revocable and non-transferable licence without a right to sublicense to end users, to use the API for automation of your business transactions with BritNed capacity rights and reporting thereof and subject to the restrictions on use in these API Terms of Use.

The API licensed under these API Terms of Use shall include any new versions subsequently received (if any) of the API. If the API licensed under these API Terms of Use includes a licence to new versions subsequently released by Us (**Releases**), You will implement and use such Releases as soon as possible and in any event in the time period specified by Us. We shall not be liable for any losses or claims arising out of or in connection with Your use of any prior iterations of the API after We make available any Releases to You.

We grant You a non-exclusive, revocable, and non-transferable licence without a right to sublicense to end users, to download, copy, display, view and use the API Data for automation of your business transactions with BritNed capacity rights and reporting thereof, provided that You shall not:

- 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 .

This means that:

- We can grant licences to anyone else (and retain rights to do things with the API and API Data Ourselves);

- We can decide to take the licences back from You; and

- You are not permitted to transfer Your rights to anyone else.

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.

Except for Your right to use the API, Platform and API Data as specifically granted in these API Terms of Use, 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 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.

API Licensor's rights

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

You grant Us a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, copy, download, view modify, publish, edit, translate, distribute, perform, display and otherwise utilise 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 Privacy Policy `https://www.britned.com/who-we-are/about-britned/privacy-policy/` https://www.britned.com/who-we-are/about-britned/privacy-policy/.

Our Marks

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

Other 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 Marks displayed on the Platform or API without Our written permission.

Misuse of any Mark displayed on the Platform or the API, 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 other 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 may disclose Our Confidential Information as required by law. In the event that You become legally compelled to disclose any of the Confidential Information, then (to the extent permitted by law) You shall give Us prompt written notice of the fact so that We may take such steps to prevent such disclosure as We deem appropriate and You shall co-operate with Us in such manner as We may reasonably require.

Promises and disclaimers

You promise that 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 bugs or errors shall not constitute a breach of these API Terms of Use;

- 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 or password by unauthorised third parties.

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 the latest versions of all Documentation.

We shall not be liable, nor be required to fix, any problem arising from 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 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, the API Data or the Platform; 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).

Other than as expressly stated, the limitations and exclusions of liability above apply to all losses, damages, liabilities and claims howsoever arising, including in negligence or otherwise.

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 (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 promise or non-performance of any of Your obligations under these API Terms of Use.

This means that, in these particular circumstances, You will fully reimburse Us for any losses on a '£' for '£' 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

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 https://github.com/britned/empire-platform-api/. 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 to the API.

Termination

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, the API Data and/or Your API integration.

Otherwise, the licences granted by Us under these API Terms of Use will continue until:

- We terminate Your use, which we may do at any time for any reason and without notice, including:
    - upon suspicion and/or Your own reporting of active ongoing abuse (to mitigate damages to Your business); or
    - where Your software causes the Platform to enter into an invalid state), or

- Your Participation Agreement is terminated, as defined and in accordance with the Access Rules.

In the event that any of the licences granted by Us under these API Terms of Use terminate for any reason, You shall promptly permanently delete and destroy all copies of the API and/or API Data in Your possession or control.

Your obligations relating to the API, API Data, data protection, security and confidentiality and the indemnities and licences granted by You and the limitations and exclusions of liability set out in these API Terms of Use and any other provisions expressed or implied to survive will continue even after any licences (and/or these API Terms of Use) have otherwise ended for any reason.

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.

You are only permitted to allow a third party to benefit from the API (such as a related company of Yours or Your customers) if You ensure that such use:

- does not exceed Your permitted use under these API Terms of Use;

- is controlled by You;

- does not involve the disclosure of any Confidential Information or API Data (other than in accordance with the terms of these API Terms of Use); and

- is otherwise subject to and in accordance with these API Terms of Use.

Governing law and jurisdiction

These API Terms of Use and any dispute or claim arising out of, or in connection with, these API Terms of Use, their subject matter or formation (including non-contractual disputes or claims) shall be:

- governed by, and construed in accordance with, the laws of England and Wales; and

- subject to the exclusive jurisdiction of the courts of England and Wales.