

EPREL Application Programming Interface ('API')

to access registered products public data

TERMS AND CONDITIONS

The European Commission services in charge of the Energy labelling product registry, 'EPREL', established at Commission européenne/ Europese Commissie, 1049 Bruxelles/Brussel, BELGIQUE/BELGIË provide an API (the "API") with multiple endpoints, which provides you access to public data for models registered in EPREL. The API key is provided separately.

These licensing terms (the "***terms and conditions***") describe under what conditions the API is provided, how you are expected to use the API and what your rights and obligations are when using the data. It does not affect any other information or service made available at the aforementioned URL or Website.

By accepting the present terms and conditions, you certify that you have read, understood and accept the terms set out herein and in any documents referred to in the present terms and conditions. Any deviation from these terms and conditions will result in access to data being withdrawn.

The European Commission services in charge of the Energy labelling product registry grant you a world-wide and non-exclusive license to use the data and the API under the terms set out hereunder.

Article 1

Term

The present terms and conditions shall come into force on 3 June 2024 and remain in force until superseded by an updated version established by the European Commission services in charge of the Energy labelling product registry.

Article 2

Definitions

When used in the present terms and conditions, the following terms will have the meaning specified below:

- API or Application Programming Interface refers to a set of functions, procedures, definitions and protocols for machine-to-machine communication and the seamless exchange of data provided by the European Commission services in charge of the Energy labelling product registry.
- Attribution means your obligation to give credit to the copyright holder and/or author of the data.
- Computational use means the analysis (through the use of computational devices or otherwise) or other interpretation of data, such as the application of any computational analytical technique, the purpose of which is the analysis of any data in digital form to

generate information about data, such as patterns, trends, correlations, inferences, insights and attributes.

- Data means any data which you have obtained via the API.
- Derivative work means a copyright protected work which is based on or derived from an already existing copyright protected work.
- Research means any use of the data in the course of scientific research activities where that Data are used as evidence in the research process, or are accepted in the research community as necessary to validate research findings and results.
- Reproduction of the data means the use of data for purposes of copying.
- “You” or “Your” means you, the person accepting the present terms and conditions, and if You are accepting the present Terms and conditions on behalf of an organisation, that organisation.

Article 3

Intellectual property rights

§1 You acknowledge that the Commission services in charge of the Energy labelling product registry, (EPREL), hold all rights, titles and interests in and to the API and/or data, including any copyrights and/or database rights deriving therefrom.

§2 Unless you have received the express written consent of the Commission services in charge of the Energy labelling product registry EPREL, you are not entitled to claim any ownership rights or intellectual property rights to the API and/or data, nor to publish, copy, assign, transfer, license or otherwise dispose of the API and/or data except as explicitly set out herein.

§3 You agree not to delete, alter or obfuscate any copyright and/or other proprietary notices signifying the European Commission services in charge of the Energy labelling product registry's relationship to the API and/or Data.

Article 4

Re use of data

§ 1. The European Commission services in charge of the Energy labelling product registry hereby grant the following rights to you with respect to the Data:

- i. to reproduce, share and distribute the Data for commercial and non-commercial purposes in your aggregated purposes, to add value in your services and benefit from the use of data, but not commercialize or sell the data per se;
- ii. to create a derivative work;
- iii. to use the data to conduct research;
- iv. to perform market analysis for internal use;
- v. to implement the Data in mobile applications and other comparison tools.

§ 2. No use of the data other than listed in Article 4§ 1 is permitted and in particular you **shall not**:

- a. sell the data on their own to gain benefit from the data themselves without adding value with your service, you can use and aggregate data in your processes, but not sell those data as it is, even when complementary parameters are associated to each record;
- b. apply legal terms or technological measures that legally or physically restrict others from doing anything EPREL permits, including, but not limited to, redistribution, resale or sublicense access to the Data;
- c. use the Data to disrupt or interfere with the functioning of EPREL, or attempt to gain unauthorized access to information, services, servers, devices and/or networks which can be accessed solely by the European Commission services in charge of the Energy labelling product registry and national Market Surveillance Authorities, among which, but not limited to, the compliance section of EPREL;
- d. use the Data in any way that may impair and/or jeopardize the purpose of EPREL and/or the accuracy of the information contained therein, including but not limited to modifying, transforming, remixing, aggregating, decompiling, disassembling and/or anonymizing the Data or reproducing it in any way whatsoever that could mislead or cause confusion and/or error;
- e. make any representation likely to suggest that the Data is owned by You rather than by Commission services in charge of the Energy labelling product registry's EPREL or that Your use of the Data in any way entails a partnership with, sponsorship by, or endorsement by EPREL without European Commission services in charge of the Energy labelling product registry's prior written approval;
- f. when the Data is stored locally, fail to ensure that the Data is kept up to date and corrections, restrictions or deletion of the Data are reflected and implemented in the data resulting from Your use of the API;
- g. Use the Data to identify, exploit or publicly disclose any potential security vulnerabilities or in any manner work around and/or reverse engineer any technical limitations of the API;

§ 3. To the extent that you are permitted under 4 §1 to publish the data, you must preserve all credit and attribution to the European Commission services in charge of the Energy labelling product registry. Such retained credit or attribution includes any of the following to the extent they exist in data as you have received it: legal notices or metadata; identification(s) of the European Commission services in charge of the Energy labelling product registry; or hyperlinks to any resources to the extent that it is reasonably feasible to do so.

§ 4. You must use all reasonable efforts to prevent unauthorized use of the APIs and the content and terminate any such unauthorized use

Article 5

Licence duration

§ 1. The application of the present terms and conditions shall commence at the time when you first access the API in order to obtain access to data. It will remain in effect until terminated pursuant to this section.

§ 2. Access to the EPREL data via the API is concluded for an indefinite period. The Commission services in charge of EPREL are entitled, at any time, without grounds and without costs, to terminate your access to EPREL data via the API after informing you in writing. The European Commission services in charge of the Energy labelling product registry may however also terminate your access by discontinuing the availability of the API at its sole discretion, if misuse is observed.

§ 3. Without prejudice to Article 6.2, the European Commission services in charge of the Energy labelling product registry may terminate your API access at any time and without prior written notice, whenever you fail to comply with any of the present terms and conditions.

§ 4. Termination of your access to the EPREL data via the API shall not affect your rights to use the data you have already obtained prior to the termination, provided that you continue to adhere to any conditions and requirements set out herein in any such use of the data. Failure to abide by these conditions and requirements shall result in the automatic and complete termination of any rights to use the data that you may hold, and requires you to immediately and irrevocably delete any copies of such data that you may hold.

Article 6

Service level Agreement

§ 1. The API is provided on an “as is” basis with no guarantees of completeness, accuracy, usefulness or timeliness. You accept and acknowledge that the API is essentially dependent on software and connectivity infrastructure which are not entirely within the control of the European Commission services in charge of the Energy labelling product registry, which means that flawless operation and permanent availability of the API cannot be assured.

§ 2. The European Commission services in charge of the Energy labelling product registry reserves the right to change the functionalities and availability of the API, including by imposing technical and operational constraints or by changing the technical characteristics of the API, or by disabling the API entirely, whenever such a change is necessary in the sole opinion of the European Commission services in charge of the Energy labelling product registry. Insofar as reasonably possible, the European Commission services in charge of the Energy labelling product registry will endeavour to communicate any expected change in functionality or availability of the API in advance via the Website.

§ 3. To the extent permitted by applicable law, the European Commission services in charge of the Energy labelling product registry assume no liability (relating to the API, express or implied, including, but not limited to, any warranties against infringement of third-party rights, merchantability, fitness and suitability for a particular purpose).

§ 4. The European Commission services in charge of the Energy labelling product registry assume no liability for any shortcoming in the services of third parties on which the API relies but which are beyond the European Commission services in charge of the Energy labelling product registry's control (e.g. services provided by an internet provider or hosting provider).

§ 5. The European Commission services in charge of the Energy labelling product registry makes no representations or warranties regarding the security and integrity of the API, or regarding its compliance with any existing standards or frameworks.

§ 6. You will not be permitted to state, suggest or imply any endorsement by the European Commission services in charge of the Energy labelling product registry of your use of the API towards any third parties. The European Commission services in charge of the Energy labelling product registry strive to maintain 95% of availability of the API service, evaluated by the European Commission services in charge of the Energy labelling product registry on a monthly basis. At your request, the European Commission services in charge of the Energy labelling product registry will submit further details on its measurements and compliance with this principle. This target availability is a best-efforts commitment from the European Commission services in charge of the

Energy labelling product registry, which they shall strive to achieve in good faith. The availability obligation is however not enforceable, and noncompliance with this obligation cannot be construed as a breach of this Agreement, nor can it give rise to any compensation of any kind to you.

Article 7

Quality of data

§ 1. The information displayed in this database, for each model of a product has been provided directly by the suppliers, who are solely responsible for its accuracy. Issues on the proper display of information or its availability can be reported via email to ENER-EPREL-HELPDESK@ec.europa.eu.

§ 2. The European Commission services in charge of the Energy labelling product registry will take reasonable measures to ensure an acceptable quality of the data in accordance with any communications provided by the European Commission services in charge of the Energy labelling product registry via the Website. You accept and acknowledge however that the European Commission services in charge of the Energy labelling product registry do not guarantee the factual accuracy of the data or any part thereof, nor does it guarantee that the data is comprehensive, up to date, or legally reliable.

§ 3. To the extent permitted by applicable law, the European Commission services in charge of the Energy labelling product registry assume no liability (disclaim all warranties) relating to the data, express or implied, including, but not limited to, any warranties against infringement of third-party rights, merchantability, fitness and suitability for a particular purpose.

§ 4 To the extent permitted by applicable law, in no event shall the European Commission services in charge of the Energy labelling product registry be liable with respect to any subject matter of this terms and conditions under any contract, negligence or strict liability.

§ 5. The European Commission services in charge of the Energy labelling product registry EPREL makes no representations or warranties regarding the integrity of data that you transmit, transfer, store, obtain or receive or any other processing through your use of the API.

§ 6. You will not be permitted to state, suggest or imply any endorsement by the European Commission services in charge of the Energy labelling product registry of your use of the data towards any third parties. You will indemnify and not hold the European Commission services in charge of the Energy labelling product registry, its affiliates and its respective officers, directors, employees, agents and representatives (if applicable) responsible in any claim brought by a third party against, arising from or related to, any infringement of an obligation, representation, warranty, covenant or other provision of these terms and conditions or any matter you have expressly agreed to be responsible pursuant to these terms and conditions.

Article 8

Applicable law and jurisdiction

This Agreement will be governed by and construed solely and exclusively in accordance with Union law, complemented, where necessary, by the law of Belgium.

You agree to try and solve any dispute regarding this Agreement through good faith negotiations. Should negotiations fail, then you agree that any disputes concerning the validity, interpretation,

enforcement, performance, and termination of this Agreement shall be submitted to the exclusive jurisdiction of the courts of Brussels.