OpenCorporates Limited Self-Serve API Terms

These are the terms under which OpenCorporates Ltd, a company registered in England (company number 07444723), and whose registered office is at Aston House, Cornwall Avenue, London N3 1LF ("we", "us", "our"), permits you to use the OpenCorporates API accessible at api.opencorporates.com ("*our API*") to access *Our Data*. These terms and conditions were last updated on 4 March 2025.

Use of the *API*

1. Your use of *our API* is subject to the following restrictions:

    a) You may be assigned at most one *API key*, accordingly, unless otherwise agreed by us in writing, you will not use or subscribe for the use of any *API key* other than the one you first received.

    b) You will not be able to make use of the API in excess of any *usage restrictions* (for example as to the number of queries per month) and in any event not exceeding 5 queries per second.

    c) You may not disclose the *API key* to anyone other than your staff or contractors that are under an obligation to keep the *API key* in confidence and you shall take all reasonable steps to ensure that no one else has access to, or uses, the *API key*, including by limiting the internal disclosure of the *API key* only to those who need to know it for the purposes of exercising your rights under this agreement.

2. We may:

    a) make modifications to *our API* at any time and for any reason, provided that we do not remove substantial functionality; and

    b) make changes to the *API policy* that are reasonable in the context of the business we provide, for example, in order to comply with any conditions placed on us by suppliers of data to us or to comply with any changes in the law.

Use of the *API data*

3. Subject to the remainder of this agreement, in particular any restrictions under this subheading or qualifications under the subheading "intellectual property", we grant you a licence to use the *API data* for the duration of this agreement in the form of an "external distribution licence".

4. **Internal use licence**: The *internal use licence*, is a worldwide, perpetual, irrevocable, non-exclusive and non-sublicensable licence to do anything with the *API data* which our *intellectual property rights* would entitle us to do, subject to the following rules:

    a) *API data* may be used solely by your staff or your contractors; and

    b) You may not communicate the *API data* or any part of it to any third party; nor may any third party be given access to the *API data* or any part of it.

    c) No product or service usable by any third party may make use of *our API* in order to function, regardless of whether the third party is able to make use of specific *API data* and regardless of the form in which the product or service is delivered.

5. **External distribution licence**. The *external distribution licence*, includes all the rights granted under the *internal use licence* as well as a worldwide, perpetual, irrevocable, non-exclusive and non-sublicensable licence to distribute the *API data* but only in the form of a derivative work or works consisting of some or all of the *API data* amalgamated with other data such that:

    a) any recipient of the derivative work or works does not receive any substantial part of the *API data* that is not combined with other data; and

    b) a reasonable person in your industry would consider the derivative work or works to have "added value" to the *API data*.

6. You shall not permit any third party to use the *API data* in breach of our *intellectual property rights.*

7. Where the "*restricted_for_marketing*" field has been set in any API data returned to you ("restricted data"), the jurisdiction from which we have obtained the restricted data has imposed conditions on the use of that data in the nature of a restriction on marketing or advertising, accordingly you:

    a) shall ensure that you have consulted the restrictions advertised for that specific jurisdiction, before making use of any of the restricted data;

    b) may not use the restricted data for any purpose prohibited by that jurisdiction;

    c) may not use the restricted data for marketing or advertising purposes in any event.

Fees and Payment

8. The rate and frequency of payments you are required to make ("*fees*") will depend on the subscription you have selected and are as advertised at the time you started your subscription. All prices quoted are exclusive of UK Value Added Tax.

9. We will collect payment at the start of each payment period (e.g. monthly or annually) from your credit or debit card using our chosen payment provider and payment will be treated as made only when we receive funds from our payment provider. If we are unable to do so, we may invoice you for any outstanding sum, which you must pay within 30 days of any invoice.

10. At any time payment is due and unpaid, we may (at our discretion) terminate this agreement. Any outstanding payment will remain as a debt owed by you to us after the end of the agreement. We reserve the right to charge interest on any amount overdue.

11. We may increase our prices at any time, but we will always give you at least 60 days' notice in advance of any such increase taking effect.

Attribution and publicity

12. It is important to us that credit is given where it is due. If you distribute *API data* in the form of a derivative work or works, you shall identify us as the original source of the *API data* in a manner customary for the medium which you are using – where possible by displaying the phrase "Powered by OpenCorporates" together with our logo.

13. We are permitted to use your name and/or logo to publicise the fact that we have supplied data to you and the use made by you of the data. We and you therefore grant each other a mutual, worldwide, perpetual, royalty-free, and non-sublicensable licence to use each other's name and/or logo or other form of branding but only for the purpose of giving effect to the clauses under this section.

Intellectual property

14. Nothing in this agreement shall be interpreted as an assignment of any rights (including *intellectual property rights*).

15. Any licences of *intellectual property rights* granted under this agreement in relation to the *API data* cover only those *intellectual property rights* that:

    a) belong to us; and

    b) subsist in the *API data* we supply to you through *our API*.

Duration, termination and renewal

16. This agreement starts when we send you a confirmation email indicating that your API subscription has started ("start date") and will continue until it is terminated in accordance with the terms of this agreement.

17. Either party may terminate this agreement on the day before the next payment is due by giving a minimum of 30 days' notice.

18. We may terminate this agreement at any time by giving you notice:

    a) if you commit a material breach of this agreement and, if it is capable of remedy, you do not remedy it within thirty (30) days of us notifying you of the breach; or

    b) we reasonably believe that we are required to do so by law for any reason.

19. In addition to our right to terminate this agreement, we may suspend your access to *our API* at any time by giving you notice if we reasonably believe that:

    a) you have used *our API,* or the *API data* in any way that is contrary to any of the terms of this agreement;

    b) you have failed to pay any sum that is due to us; or

    c) we are required to do so by law for any reason.

20. If this agreement is terminated early by you or by us because of your breach of it, you will not be entitled to a refund of any proportion of the *fees* (except where you terminate because of a significant reduction in the availability of data – see under "data and data quality").

Data and data quality

21. To the extent that *API data* contains *personal data*, each party shall be a separate *controller* of the *personal data* and shall be solely responsible for its own *processing* of the *personal data*.

22. **Warning**: We obtain data from third party sources, in many cases without any clear provision for sublicensing. We make no warranty as to (i) our ownership of the *API data* and (ii) that your use of the *API data* will comply with applicable laws. We do make reasonable efforts (to the extent that we are aware of their existence) to ensure that a link to the *source terms* is available via the *API*. You are responsible for ensuring that your use of the *API data* for whatever purpose you use it is permitted.

23. **Warning**: We collect data from public sources over which we have no control and we are therefore unable to ensure that any of the contents of the *API data* are accurate, complete or otherwise of any particular quality. Accordingly, we disclaim any liability for the accuracy, completeness, freedom from infringement of third-party rights or any other quality or absence of quality of the *API data* except to the extent of our commitment under the data quality SLA.

24. **Warning**: The public data sources made available as *our data* may change. We may include new public data sources, or be constrained to withdraw them, and accordingly *our data* will change. Although in our experience it is a rare occurrence, we cannot rule out a provider withdrawing the whole, or any part of, a public data source. We have no control over what decisions providers make and may have no or little advance warning of their proposed action. Accordingly, we cannot promise that any particular data will be available as part of *our data* and we disclaim any liability for the removal of any public data

set from *our data*. However, if the number of records contained in *our data* is reduced by 30% or more from the number present at the start date, you may terminate the agreement and we will refund *pro rata* the cost of any unused calls to the *API*.

Limitation of liability

25. There will be occasions (for example when carrying out maintenance) when the *API* will not be available. We will not be liable for any periods during which the *API* is not available, and you shall not be entitled to damages, or to terminate this agreement as a consequence of any such non-availability.

26. Our cumulative maximum liability to you under or in connection with this agreement shall, irrespective of the basis of the claim, be capped to the lesser of an amount equal to the *fees* paid to us in the preceding 12 month period.

27. We shall not be liable to you for any consequential, indirect or special losses or for any of the following (whether direct or indirect): loss of profit or savings, loss of opportunity or contract, loss of reputation or goodwill, loss or damage to equipment, loss or corruption of data, loss or corruption of software or systems.

28. But, this agreement does not limit or exclude liability where such limitation or exclusion would not be permitted by applicable law.

Notices

29. Any notices that need to be sent under this agreement shall be written in English, sent by email to the receiving party's email address and deemed received when the receiving party's email server transmits a success code to the sending party. Our email address is legal@opencorporates.com. Your email address is the most recent one you have entered on our system through your account.

Law and jurisdiction

30. This agreement shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with it.

Third party rights

31. Nothing in this agreement is intended to give rights to anyone not a party to it.

Definitions

32. In this agreement, "*controller*", "*personal data*", "*processing*" have the same meaning as in the UK General Data Protection Regulation.

33. In this agreement, the following words shall have the following meanings set out below:

    a) "*API data*" means all data you obtain through *our API*.

    b) "*API policy*" means the policy published at opencorporates.com/legal/public_records_privacy_policy

    c) "*intellectual property rights*" means any property right capable of subsisting in the *API data* under whichever law of property is applicable as the case may be.

    d) "*our data*" means the Open Corporates database of the corporate world as advertised by us and thereafter as modified by us from time to time in accordance with this agreement;

    e) "*source terms*" means any explicit licence or condition imposed by a third party data source relating to the use of any data that forms a part of the *API data*.

    f) "*usage restrictions"* means any restrictions as to use of *our API* (for example as to the number of queries per month) advertised for your subscription at the time you signed up.