



Terms and Conditions for API Services Supplied by Estates IT™ Ltd

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1. Interpretations.

“Agreement”	Means these Terms and Conditions.
“The Company”	Means Estates IT™ Ltd who are registered in England under company number 410592 and whose registered office is at 102 Grasmere Road, Whitstable, Kent CT5 3EU.
“You”, “Your” or “Third Party”	Means the company who has signed this agreement or accepted our terms and conditions.
“API Service”	Means the Application Programming Interface service supplied by Estates IT™ Ltd.
“Subscription”	Refers to the monthly subscription that is limited to use by you.

2. Minimum Terms.

- 2.1. The Minimum Term is 3 Months.
- 2.2. The earliest the contract can be ended is at the expiry of the 3 months.
- 2.3. To end the Agreement, two months’ notice must be received in writing on your company headed paper and acknowledged by a cancellation letter from The Company. Upon giving notice to end the Agreement the final 2 months of the subscription charges will become due in full.
- 2.4. Failure to confirm cancellation will result in a continuation of monthly subscription charge.
- 2.5. The Company will automatically continue the Agreement after the minimum 3-month term and will not seek a resigning of an Agreement. You, not the Company, are responsible for ending the Agreement as of conditions set out in term 2.3.
- 2.6. The Company reserves the right to terminate the service with or without cause with immediate effect.

3. Restrictions.

- 3.1. You may not grant access to any other third party without the express written consent of The Company.
- 3.2. You may not access the API Service if you are a direct competitor of The Company, except with The Company prior written consent.

4. Setup.

- 4.1. Upon receipt of an agreement confirmation via company email, initial payment and payment mandate, the API Service key will be issued with access to the property information held online on your or your client’s behalf.
- 4.2. By use of the API key you must agree to the Terms & Conditions contained in this document.



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5. Subscription Fee, Payment terms & Invoicing.

- 5.1. The Company grants you a non-exclusive, non-transferable, worldwide right to use the API Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by The Company.
- 5.2. The subscription fee starts on the day The Company issue you access to a API key that allows you to access data via the web API.
- 5.3. The Company fees are exclusive of VAT, and VAT will be charged at the appropriate rate.
- 5.4. Payment terms are monthly in advance by direct debit mandate.
- 5.5. If you believe your invoice is incorrect, you must contact The Company in writing within 30 days of the invoice date.
- 5.6. Details on how to access the web API with full documentation will be provided once your subscription has started.
- 5.7. The Company can at any time add, modify, limit and remove what data is available.
- 5.8. The Company reserves the right to change the Prices of its API Service at any time by giving you written notice of those changes.

6. Late Payment, Suspension and Termination.

- 6.1. The Company reserves the right to suspend or terminate this Agreement and your access to the API Service with immediate effect if your account falls into arrears.
- 6.2. API Service will be suspended if payment is not received or if a Direct Debit bounces for any reason. Once payment or proof of payment has been received, service will be reinstated within 2 working days.

7. API Service Technical Support.

- 7.1. Available from Monday to Friday 9:00am to 5:30pm, excluding bank holidays and planned closures.
- 7.2. Full Email & Telephone support is included in the monthly Subscription Fee.
- 7.3. Support requests will be subject to a maximum 2 working day response Monday to Friday.
- 7.4. Full up to date documentation, on the use of the API, is provided online by The Company.
- 7.5. The Company will evaluate support requests which may be training issues and pass these on appropriately to the correct department.
- 7.6. Telephone, Remote Access, on site and Class room training is available, please see latest details on our website.
- 7.7. This API consists of a standard restful web API. Training is not given in how to program usage of web services.

8. Your Responsibilities.

- 8.1. You are responsible for all activity occurring under your API Key.
- 8.2. You shall notify The Company immediately of any unauthorized use of the API Key or any other known or suspected breach of security.
- 8.3. You may not allow any third parties access to the API Service.
- 8.4. The Company will from time to time upgrade, modify, limit and suspend the API Service. As a user of the API Service, you must accept the upgrade or modification. The Company is not responsible for the cost of implementing changes due to the impact of the upgrade or modification.
- 8.5. The Company cannot be held responsible for any losses due to bugs or errors in the API Service.
- 8.6. You must not under any circumstances publish the API key within any of your code that can be viewed publicly. If The Company discovers that the API key is published we will revoke the API key with immediate effect.
- 8.7. You shall indemnify The Company against all damages, losses and expenses arising as a result of any action or claim that the API key is published or content or data accessed from that service in such a way that infringes the privacy or intellectual property rights of any third party.

9. Internet Delays.

- 9.1. The Company API Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.
- 9.2. The Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

10. Modification to Terms.

- 10.1. You are responsible for regularly reviewing this Agreement.
- 10.2. Your continued use of the API Service will be deemed acceptance of these terms and conditions and any amendments made to them from time to time.
- 10.3. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the API Service at any time, effective upon posting of an updated version of this Agreement on the API Service Website.
- 10.4. You acknowledge and accept that Your use of the API Service must be in accordance with The Company general terms and conditions in addition to the API terms and conditions as laid out in this document.

11. Governing Law and Jurisdiction.

- 11.1. These terms of use are governed by English law. The English courts will have exclusive jurisdiction over any claim arising from, or related to, the use of the API service although we retain the right to bring proceedings against you for breach of these conditions in any relevant country.