

what3words API Licence Agreement

(last updated on 7 July 2020)

1. Your relationship with what3words

- 1.1. We are what3words Limited, a company registered in England and Wales under company number 08430008 and having its registered office at Studio 301, Great Western Studios, 65 Alfred Road, London W2 5EU (“**we**” or “**what3words**”).
- 1.2. Your use of the what3words application programming interface provided and hosted by what3words, including all images, documentation, content, text, code or other identifiable material relating to the same, as may be updated by what3words from time to time (the “**API**”) is subject to these legally binding terms and conditions, including the documents expressly incorporated by reference (these “**Terms**” or this “**Agreement**”). Before you use the API, we recommend that you print or save a local copy of these Terms for your records.
- 1.3. **Changes to the Terms.** what3words reserves the right to make changes to the Terms from time to time. When these changes are made, what3words will make a copy of the most up-to-date Terms available at what3words.com/api-licence-agreement (or such other URL as what3words may provide to you). You understand and agree that if you use the API after the date on which the Terms have changed, what3words will treat your continued use of the API as acceptance of the updated Terms. If a modification is unacceptable to you, you may terminate this Agreement in accordance with Clause 15 below.
- 1.4. **Changes to the API.** what3words may make changes to the API which may include adding, updating, or discontinuing any portion or feature(s) of the API. what3words will notify you of any material change to the API.

2. Accepting the Terms

- 2.1. **Clicking to accept or using the API.** In order to use the API, you must agree to the Terms by:
 - a. clicking to accept the Terms, where this option is made available to you by what3words upon signing up for an API key; or
 - b. interacting in any way with the API including by requesting Credentials (as defined in Clause 8 below) or making an API Request (as defined in Clause 3.1 below).
- 2.2. **Authority to accept the Terms.** If you agree to these Terms on behalf of a company or other entity, you represent that you have the authority to bind that entity to these Terms, in which case “**you**” or “**your**” shall refer to such entity. If you do not have authority to do so, or if you do not agree with the Terms, you must not access the API.
- 2.3. These Terms also refer to the following additional terms, which also apply to your use of our API and the what3words Data:
 - a. our [Privacy and Cookie Policy](#): this sets out the terms on which we process any personal data that we collect from you or that you provide to us. By using our API and

- what3words Data you consent to such processing and warrant that the data you provide to us is accurate; and
- b. other terms and conditions relating to third party software and data, details of which are set out in Schedule 1 at the end of these Terms.
- 2.4. Other products and services are also available through the what3words website and other terms and conditions apply to your use of those products and services. We will tell you which terms and conditions apply to a particular product or service and you must then accept them in order to use that product or service. Please email support@what3words.com for further information.

3. Definitions and Interpretation

3.1. Definitions.

- a. “**3 Word Addresses**” means the 3 word addresses which have been developed and generated by what3words and are discoverable by users of the API, users of any of Your Products, and/or their end users.
 - b. “**3 Word Address Location**” means the latitude and longitude coordinates derived from a 3 Word Address (with or without the corresponding 3 Word Address).
 - c. “**API Request**” means any communication from Your Product, or any server used to route data to or from Your Product, to the API.
 - d. “**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - e. “**Licensee Brand Assets**” means your logos, trade marks, and related images, in each case whether registered or unregistered.
 - f. “**Month**” means each period of approximately 30 days as determined by our payment provider, commencing on the day that you accept these Terms.
 - g. “**Plan**” means each of the Free Plan, the NGO & Charity Plan and the Business Plans (each as defined in Clause 7).
 - h. “**what3words Brand Assets**” means what3words’ logos, trade marks, and related images, in each case whether registered or unregistered.
 - i. “**what3words Data**” means any sequence of words or other data that is derived from and accessible via use of the API, including 3 Word Addresses, 3 Word Address Locations, voice recordings of 3 Word Addresses, language lists and word lists.
 - j. “**Your Products**” is as defined in Clause 4.3.
- 3.2. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

- 3.3. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 3.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 3.5. Except where a contrary intention appears, a reference to a Clause or schedule is a reference to a clause of, or schedule to, this Agreement.
- 3.6. All headings are for ease of reference only and will not affect the construction or interpretation of this Agreement.
- 3.7. **Writing** or **written** includes faxes but neither e-mail nor any other form of electronic communication, except where *expressly* provided to the contrary.
- 3.8. The schedules to this Agreement, together with any documents referred to in them, form an integral part of this Agreement and any reference to this Agreement means this Agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.
- 3.9. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 3.10. All obligations on you not to do something in this Agreement shall be construed as an obligation not to agree or allow that thing to be done.

4. Licence from what3words to You

- 4.1. **what3words' proprietary rights.** You understand and agree that what3words is and shall remain the sole and exclusive holder of all rights, title, and interest in and to the API, the what3words Brand Assets and the what3words Data, including any Intellectual Property Rights in, to and connected with any of the foregoing. Except as expressly stated herein, these Terms do not grant you any rights (including Intellectual Property Rights) or licences in respect of any our products, services or intellectual property, including that which is contained in our [website](#), [mobile applications](#) and [Enterprise Suite](#).
- 4.2. **Our right to grant this licence.** We are not aware of any reason why we cannot grant the rights we purport to grant under, or in accordance with, these Terms. Major processes involved in our technology including those used in the operation of the API are subject to patent protection.
- 4.3. **Licence to use the API.** Subject to your full and continued compliance with these Terms, what3words grants you a non-exclusive, revocable, non-sublicensable, non-transferable licence during the Agreement Term (as defined in Clause 15.1) to use and access the API in order to develop, display and distribute applications, websites and/or services that interoperate with the API (collectively "**Your Products**"). You may not install or use the API

for any other purpose without what3words' prior written consent. You may only use the API for which what3words grants you an API key (i.e. access to the what3words API does not automatically grant you rights to use the what3words Voice API).

- 4.4. **Limitations on number of API requests.** Your use of the API and the licence granted herein is subject always to any: (i) any limits on the number of permitted convert-to-coordinates requests associated with your Plan; (ii) in respect of requests to convert coordinates to 3 Word Addresses, a fair usage limit determined by what3words (acting reasonably and in good faith); and (iii) any additional restrictions on the use of the API, and/or any restriction or limit on the frequency and/or method of API Requests in a given period which may be published on our website from time-to-time or separately notified to you in writing (email will suffice).

5. Brand Assets Licence

- 5.1. **Licence to use our Brand Assets.** what3words hereby grants you a revocable, non-transferable, non-sublicensable, non-exclusive licence to use the what3words Brand Assets during the Agreement Term for the sole purpose of promoting, advertising or selling Your Products provided that such use remains in accordance with the brand and style guidelines published from time-to-time on our website. If you do choose to use the what3words Brand Assets, you do so acknowledging that such use is under licence from us, and you will ensure that your use will not cause any confusion as to the ownership of the what3words Brand Assets. We also reserve the right to revoke this licence to use the what3words Brand Assets at any time following written notice to you should your use (in what3words' sole discretion and opinion) be adversely affecting our reputation or goodwill or if you are in breach of this Agreement. Any goodwill arising as a result of your use of the what3words Brand Assets shall accrue for the benefit of and remain vested in what3words.
- 5.2. **Licence to use your Brand Assets.** You hereby grant to what3words an irrevocable, non-exclusive, non-transferable, and non-sublicensable royalty-free licence to use the Licensee Brand Assets for the sole purposes of the promotion, marketing and advertisement of your collaboration with what3words. what3words may publicly refer to you orally or in writing as a licensee of the API and may also publish your name or other Licensee Brand Assets on its website, products, in press releases and promotional materials. You warrant that you have all necessary rights to use and licence the Licensee Brand Assets to us as provided for in this clause.

6. Licence Restrictions

- 6.1. **Scope of licence.** Except to the extent expressly permitted under the Terms, or unless you have received prior written authorisation from what3words, the licences granted under Clause 4 above are conditioned on your adherence to all of the restrictions below.
- 6.2. **Access Restrictions.**
- a. **API Requests.** You must make API Requests by using <http://api.what3words.com/>.
 - b. **No hiding identity.** You must make it clear when requesting an API key the entity on behalf of which you are making the request. You will not hide from what3words the identity of Your Product.

- c. **Your Products.** You will ensure that all employees and contractors who use the API, as well as any third parties who use Your Products (including the end users of any business to which you supply Your Product), are subject to terms and conditions which are consistent with these Terms. You shall be responsible for and monitor their compliance with these Terms and enforce the same against such third parties where they are in breach.

6.3. General Restrictions

- a. **Replicating our products.** You shall not use the API for any application that replicates or attempts to replace the essential user experience of, or which functions substantially the same as, the API or any other product or service offered by what3words. In particular, you must not allow any user to reverse-engineer a 3 Word Address Location from a 3 Word Address and you must not display a 3 Word Address alongside a 3 Word Address Location.
- b. **Circumventing API Requests.** You must not pre-fetch, cache, index, copy, re-utilise, extract, incorporate, store (including in a database) or utilise any what3words Data or the API (or any part thereof) in any way that means you are effectively circumventing making an API Request, or enabling a third party to circumvent making an API Request (including any potential API Requests).
- c. **Data storage by you.** You may store what3words Data solely for the purpose of improving the performance of Your Product provided that such storage: (i) is temporary (and in no event lasts for more than 30 calendar days), (ii) is limited to an amount of what3words Data which is strictly required to achieve such purpose, (iii) is secure, and (iv) shall in no event enable you or a third party to use the what3words Data outside of Your Product, in any way, or to re-utilise or extract such data. If you are storing what3words Data in accordance with this Clause 6.3(c) and this means you already have the 3 Word Address Location of a particular 3 Word Address (or vice versa), you shall still make an API Request.
- d. **IP infringement.** You shall endeavour to prevent any infringement of the what3words' Intellectual Property Rights in the API, what3words Data and/or Brand Assets by any users (including customers) of Your Products, and shall promptly report to what3words any such infringement, or potential infringement, that comes to your attention.
- e. **Autosuggest and error correction.** You may not incorporate any error correction, autosuggest or autocomplete technology to interoperate with the API in any of Your Products, unless such technology is provided to you by what3words or its use is expressly permitted in writing by what3words.
- f. **Immoral, illegal or criminal purposes.** You may not use the API for immoral or illegal purpose, nor for any other purpose which may be determined by us to be threatening, abusive or harmful, or in any manner which might reasonably be considered to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the what3words brand. For the avoidance of doubt, this includes utilising the API in respect of criminal activity or in contravention of any regulation or laws.
- g. **Security.** You may not access our API in any manner that: (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the API, including the creation or transmission of any virus, worms, trojan horse, cancel-bot or any other destructive or contaminating program, (ii) poses a security vulnerability to customers or users of the API, or (iii) tests the vulnerability of our systems or networks.

- h. **Use limitation.** Except as expressly authorised under these Terms, you may not copy, rent, lease, sell, transfer, assign, sub-license, disassemble, reverse engineer or decompile (except to the limited extent expressly authorised by applicable law), modify or alter any part of the API. Insofar as you use the API for any of the purposes set out here, what3words confirms that such use is outside of the scope of any licence granted here.
 - i. **Attribution.** You agree to ensure that any references to what3words and/or the functions provided by the API in Your Product, or in any other material to be seen by end users and potential end users, shall follow the brand guidelines as published on our website from time to time.
 - j. **Newest version.** You agree to at all times use the most recent version API. However, what3words acknowledges that third parties (including end users of Your Products) may, on occasion, be using previous versions of the API where they have failed to install the latest update to Your Products (in such cases where Your Product is a compiled downloadable application) on their device.
 - k. **Nearest Place.** You may not display the “nearest place” information ascertainable from the API in Your Products (or any other product or service) unless you display it alongside a 3 Word Address.
- 6.4. **Facilitation Period.** As an exception to Clauses 6.3(a) and 6.3(c) above, if you have been granted a limited facilitation period, as notified to you by what3words in writing, you may be entitled to pass on the latitude/longitude coordinates derived from a 3 Word Address to your delivery drivers strictly in order to facilitate deliveries to your customers (the “**Facilitation Period**”). This exception shall automatically expire 6 months from the date of what3words’ written notification of its grant, at which point you shall no longer pass on the aforementioned latitude/longitude coordinates and all of the restrictions set out in Clauses 6.1 shall apply without any exception. what3words also expressly reserves the right to automatically terminate the Facilitation Period with you at any time by notifying you in writing (email will suffice) and/or by amending the Terms from time to time. Other than the foregoing, this Agreement shall continue to apply in its entirety and the Facilitation Period is subject to your continued compliance with these Terms.

7. API Plans and Payment Terms

- 7.1. **Free Plan.** Any person is entitled to sign up to our free usage plan which allows for up to 1,000 convert-to-coordinates requests per Month (the “**Free Plan**”).
- 7.2. **NGO & Charity Plan.** If you are an NGO or a charity, you may be entitled to use the API for free up to 75,000 convert-to-coordinates requests per Month (the “**NGO & Charity Plan**”). what3words’ prior written approval (an email from what3words’ CEO or COO will suffice) is required for usage under the NGO & Charity Plan. Please contact us for more information as to whether you are eligible. You may remain on this plan for as long as you remain an NGO or charity.
- 7.3. **Business Plans.** If you wish to use the API for a greater volume of convert-to-coordinates requests than permitted under our Free Plan, you may sign up for one of our paid plans, which allow volumes of convert-to-coordinates requests as set out [here](#) (each, a “**Business Plan**”).

- 7.4. **Upgrades and downgrades.** You may choose to upgrade or downgrade which particular Business Plan you are on at any time during a Month, provided you may only do so once a Month (other than where you obtain approval from support@what3words.com to do so twice). If you choose to upgrade your Business Plan to a tier allowing higher usage, your Fees payable will be calculated on a pro rata basis for the rest of that Month and you will be able to benefit from the increased usage amount (which will not be pro-rated for the rest of that Month) from the day that you upgrade. If you choose to downgrade your Business Plan to a tier of Business Plan allowing lower usage or to the Free Plan, the change to the lower usage amount and the corresponding reduction or disapplication of Fees payable will start to apply on the first day of the following Month.
- 7.5. **Measurement of usage.** what3words will endeavour to notify you of your usage once you have reached certain percentage thresholds of the convert-to-coordinates requests permitted by your Plan during the relevant Month. If your usage (in terms of convert-to-coordinates requests per Month) goes beyond that permitted by your Plan, what3words reserves the right to charge you for such additional usage. what3words' measurement of your use of the API is final.
- 7.6. **Fees payable.** The fees payable for your use of the API are either as set out for each Plan [here](#) or (in respect of bespoke use cases) prices that are set out in writing by what3words (an email from what3words' CEO or COO will suffice) (the "**Fees**"). what3words reserves the right to amend the Fees by giving you at least thirty (30) days' prior written notice, with any amendment in Fees taking effect in Month following expiration of this notice period, such that you are entitled to terminate the Agreement in accordance with Clause 15.
- 7.7. **Invoicing for Business Plans.** what3words or its payment provider will issue an electronic invoice to you for Fees payable by you: (i) in advance in respect of usage at or below the maximum amount permitted by your Plan for the following Month; and (ii) in arrears in respect of any usage above the maximum amount permitted by your Plan for the previous Month if what3words has notified you that Fees are payable for this additional usage.
- 7.8. **Payment.** You shall pay all amounts set out in the invoice within thirty (30) days of the date of that invoice in the currency specified on the invoice. You are responsible for providing complete and accurate billing and contact information to us (or our third party payment provider) on or before acceptance of these Terms, and for notifying us (or our third party payment provider) of any changes to such information.
- 7.9. **Taxes.** You are responsible for all applicable taxes. All prices stated are exclusive of value added tax (if any) or any other locally applicable equivalent sales taxes, which is payable by the you at the rate and in the manner from time to time prescribed by law. If you are required by applicable laws and regulations to make any deduction or withholding, you shall pay to what3words such additional amount as is necessary to ensure that the net full amount received by what3words after the required deduction or withholding is equal to the amount that it would have received had no such deduction or withholding been made.
- 7.10. **Late Payments.** If you fail to make a payment due to what3words by the due date of payment, we reserve the right to charge you interest, calculated at the lower of: (i) a rate of one and half percent (1.5%) per month; and (ii) the maximum rate permitted by applicable law, calculated on a daily basis from the due date for payment up to and including the date

of actual payment. what3words reserves the right to suspend your access to the API for any late payments.

8. Credentials

- 8.1. You agree to keep any username, password, API key or other credentials (the “**Credentials**”) which you use to access the API secret and confidential at all times and you shall ensure that no third party shall access the API utilising your Credentials. Under no circumstances shall you display these Credentials on a public bulletin board, file transfer protocol site, internet site, chat room or file sharing site.
- 8.2. In the event that you suspect that any third party may be making use of your Credentials, you agree to immediately inform what3words by email at support@what3words.com of this fact and provide all reasonable assistance to what3words in relation to any subsequent investigation or other activities undertaken by what3words as a result.

9. Privacy

- 9.1. We do not provide you with any Personal Data (as defined under the General Data Protection Regulation (EU) 2016/679) through your use of the API. When a call is made to our API via your API key, we will receive the following information: your API key, content of the API call (typically, the 3 Word Address searched), a timestamp and the IP address from which the call was made. what3words will process this data in line with our [Privacy Policy](#). You agree to make the what3words Privacy Policy readily available to the users of Your Products.

10. Exclusion of Warranties

- 10.1. **Provided as-is. The API is provided “as-is” without warranty of any kind. what3words disclaims all warranties, whether express or implied, regarding the API, including any and all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, interference with quiet enjoyment, and non-infringement of third-party rights. In addition, what3words disclaims any warranty that use of the API will be uninterrupted or error free.**
- 10.2. **No advice or information, whether oral or written, obtained by you from what3words, or through the API documentation, will create any warranty.**

11. SLAs

- 11.1. We agree to a service level that provides for 99.9% availability of the API, measured across each calendar month, except if unavailability is due to an “Excusable Cause”, as defined in Clause 11.2 below (the “**SLA**”).
- 11.2. The following occurrences are each an “**Excusable Cause**”:
 - a. scheduled maintenance;
 - b. any event beyond our reasonable control (a force majeure event);

- c. any fault in Your Products which is not caused by the API or what3words;
- d. improper use (including use otherwise than in accordance with these Terms), changes or alterations of the API by you;
- e. any act or omission (including negligence) by you in breach of these Terms which prevents what3words from providing the API;
- f. fraud committed by you;
- g. a virus (provided that what3words has used commercially reasonable efforts consistent with industry standards to install anti-virus software);
- h. a failure in local access facilities, which are not provided by what3words (including telecommunication infrastructure or internet backbone failure) or electric power or environmental control systems;
- i. the malfunction or failure of your equipment, telecommunications systems, hardware or software; and
- j. disconnection or suspension of the API by what3words pursuant to an express right to do so under these Terms.

11.3. In the event that the SLA is not met, what3words will issue you with a credit to the Fees payable (if applicable) for the following Month (“**Service Credits**”). Service Credits will be calculated on the following basis:

Percentage of availability in the relevant calendar month	Service Credit awarded
Greater than or equal to 99.0% and less than 99.9%	10% credit to Fees payable for the following Month
Greater than or equal to 95.5% and less than 99.0%	25% credit to Fees payable for the following Month
Less than 95.0%	50% credit to Fees payable for the following Month

For the avoidance of doubt, the Service Credits will be shown as a deduction from the amount of Fees due (if any) from you to what3words in the next invoice due to be issued to you pursuant to these Terms. **what3words shall not in any circumstances be obliged to issue any refunds or pay any money to you.**

11.4. You acknowledge that the Service Credits set out above are a genuine pre-estimate of the loss likely to be suffered by you and these **Service Credits shall be your sole and exclusive remedy for what3words’ failure to meet the SLA.**

12. Confidentiality

12.1. For the purposes of these Terms, “**Confidential Information**” means any and all information that is marked or otherwise identified as confidential at the time of disclosure or that a reasonable person would deem confidential in nature, including technical, commercial or other information imparted or disclosed by one party to the other or otherwise obtained by one party relating to the other party’s business, finance or technology, know-how, Intellectual Property Rights (which the parties agree encompasses trade secrets, including in respect of what3words, its word lists used to generate 3 Word Addresses), assets, strategy, products, pricing and customers.

- 12.2. During the Agreement Term and thereafter, each party undertakes that it shall:
- a. treat all Confidential Information of the other party as confidential;
 - b. not disclose any such Confidential Information to any person except to its employees, officers, representatives, advisers, contractors or consultants (its “**Representatives**”) who strictly need to know this Confidential Information in order to exercise the rights granted under this Agreement or to fulfil obligations under this Agreement, provided that the receiving party shall:
 - (i) inform its Representatives of the confidential nature of the Confidential Information; and
 - (ii) procure that its Representatives adhere to the requirements of this Clause 12; and
 - (iii) not use the Confidential Information of the other party for any purposes other than the exercise of its rights or the performance of its obligations under this Agreement, or in accordance with a valid licence or other right granted to it under this Agreement.
- 12.3. The obligations in this Clause 12 shall not apply to information if and to the extent that:
- a. at the time of disclosure, it is available in the public domain (other than as a result of a breach by the receiving party or its Representatives of this Clause 12 or any other agreement between the parties);
 - b. it is already in the lawful possession of the receiving party on a non-confidential basis (as evidenced by written records) at the date of the disclosure;
 - c. it is independently developed by the receiving party without reference to or use of the disclosing party’s Confidential Information (as evidenced by written records); or
 - d. it becomes available to the receiving party on a non-confidential basis from a third party who, to the receiving party’s knowledge, is not in breach of any obligation of confidentiality or prohibition on disclosure in disclosing such information to the receiving party.

13. Limitation of Liability

- 13.1. Nothing in these Terms shall limit the liability of either party for death or personal injury arising from that party's negligence, or for fraud, or for anything else which cannot be limited or excluded by applicable law.
- 13.2. **Subject to Clause 13.1, what3words shall not be liable to you or to any third party for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with these Terms, the API, its use or otherwise.**
- 13.3. Subject to Clause 13.1, and notwithstanding the generality of Clause 13.2, what3words shall not be liable in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these Terms for:
- a. any loss of revenues, profits, contracts, business or anticipated savings or other pure economic loss;
 - b. any corruption of data or information;
 - c. any loss of goodwill or reputation; or
 - d. any punitive, special, indirect or consequential losses, charges or expenses,

in any case, whether or not such losses were within your contemplation at the date you entered into these terms, suffered or incurred by you arising out of or in connection with this Agreement.

- 13.4. Subject to Clauses 13.1, 13.2 and 13.3, what3words's maximum aggregate liability in respect of any claim (or series of claims attributable to the same cause) arising out of or in connection with this Agreement shall be limited to the greater of: (i) £100 (one hundred pounds sterling); and (ii) the total Fees (if applicable) paid and payable in the 12 (twelve) month period immediately preceding the event giving rise to the claim (or the first claim where there is a series of claims attributable to the same cause).

14. Indemnity

- 14.1. **Indemnity.** You will defend, indemnify and hold harmless what3words and its affiliates, directors, officers, employees, strategic partners, licensors, and their suppliers against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding arising from:

- a. your use of the API or from the use of the API by any third party making use of your Credentials; or
- b. the use of any of Your Products by any third party or end user,

including any claim that Your Product infringes a third party's rights or violates applicable law.

- 14.2. **Cooperation and defence.** You will cooperate as fully as reasonably required in the conduct or defence of any allegation or third-party legal proceeding. what3words reserves the right, at its own expense, to assume the exclusive control and defence of any indemnified matter under this Clause 14.

15. Term and Termination

- 15.1. **Agreement Term.** This Agreement shall be effective from the date of acceptance of the Terms, as detailed in Clause 2.1 above, and continue until terminated in accordance with this Clause 15 (the "**Agreement Term**").

- 15.2. **Termination by what3words.** Without affecting any other right or remedy available to it, what3words may terminate this Agreement immediately at any time by written notice to you. Any termination of this Agreement shall also terminate the licence granted hereunder.

- 15.3. **Termination by you.** You may terminate this Agreement at any time by cancelling your subscription [here](#) or by giving us written notice, with such termination to take effect at the end of the then-current Month, provided that if you use the API pursuant to one of our Business Plans you must give us at least seven (7) days' notice prior to the end of the then-current Month (otherwise the Agreement Term and your obligation to pay the Fees will continue to the end of the following Month).

- 15.4. **Actions upon termination.** Upon termination of this Agreement for any reason:

- a. all licences granted under this Agreement shall immediately terminate;
 - b. you shall immediately cease using or accessing the API and immediately permanently delete any what3words Data and Brand Assets from Your Products and systems, and you shall require your customers and end users to do the same; and
 - c. you shall immediately pay any outstanding unpaid Fees (and any interest, if applicable) due to what3words for any API use occurring before and up to the date of termination, including any Fees in respect of the final Month of the Agreement Term (and what3words shall issue invoices for such use, if not already issued prior to termination).
- 15.5. **Repayments.** No partial, full or pro-rata refunds of any Fees (if any) or any other amounts paid on or before termination will be made by what3words to you, unless the Agreement was terminated by what3words without cause in which case we will refund any prepaid but unused Fees covering use after the date of termination. If you are eligible for a refund, please email support@what3words.com your refund request, with all relevant details, including complete and accurate billing and contact information. To the fullest extent permitted by law, you waive all claims relating to fees unless claimed within sixty (60) days after charged (this does not affect any of your rights with your credit card issuer).
- 15.6. **Surviving clauses.** Clauses 4.1 (*what3words' proprietary rights*), 7 (*API Plans and Payment Terms*), 10 (*Exclusion of Warranties*), 12 (*Confidentiality*), 13 (*Limitation of Liability*), 14 (*Indemnity*), 15.4 (*Actions upon termination*), and 16 (*General*), together with any other provisions required for the interpretation or enforcement of such clauses shall survive termination of this Agreement. Should we choose to pause or restrict your use of the API at any time, this shall not affect the validity of these Terms, which shall continue to apply until this Agreement is expressly terminated by us in accordance with this Clause 15.
- 15.7. **Accrued rights.** Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. General

- 16.1. **Notices from what3words.** what3words may provide you with notices, including those regarding changes to the Terms, by:
- a. email or other electronic notification;
 - b. pre-paid first-class post or other next day delivery service at your registered office (if a company) or your principal place of business (in any other case); or
 - c. in the case of amendments to Fees, in accordance with Clause 7.6.
- 16.2. **Notices from you.** Except as otherwise specifically provided in the Agreement, you may contact us by:
- a. email at contact@what3words.com; or
 - b. delivery by hand or by pre-paid first-class post or other next day delivery service at our registered office.
- 16.3. **Deemed receipt of notices.** Any notice or communication shall be deemed to have been received:

- a. if sent by email, at the time of transmission (unless any rejection or error notification was received), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 16.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt; or
 - b. if delivered by hand, on signature of a delivery receipt, or if sent by pre-paid first class post or other next-day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.
- 16.4. Clauses 16.1 to 16.3 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.6. **Amendments.** Any amendment to these Terms may be made by us in accordance with Clause 16.1 above. If a bespoke amendment of the Terms is required for you, such amendment must be agreed in writing and signed by both parties. No modification or variation of this Agreement shall be valid if made by email.
- 16.7. **Severability.** If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 16.8. **No waiver.** In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 16.9. **No assignment.** You shall not, without the prior written consent of what3words, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with these Terms or any rights under these Terms, or sub-contract any or all of its obligations under these Terms, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee. what3words may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 16.10. **Third Parties.** With the exception of what3words' affiliates (any subsidiary or holding company from time to time of what3words, and any subsidiary from time to time of a holding company of that company, as such terms are defined in the Companies Act 2006), and without prejudice to Clause 16.9 above, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this

agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 16.11. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 16.12. **Conflicting Languages.** If these Terms are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.
- 16.13. **Governing law and jurisdiction.** Unless Clause 16.4 applies, this Agreement, and any disputes arising from, in connection with, or relating to the interpretation of it (including non-contractual disputes), shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English court.
- 16.14. **People's Republic of China only – Jurisdiction.** If you access the API in the People's Republic of China, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Hong Kong. The arbitration shall be held, and the award rendered, in English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SCHEDULE 1

Third Party Software and Data

The API may contain third party software which is available under open source or free software licenses (“**Third Party Programmes**”), for which what3words is required to provide attribution. The Terms do not alter any rights or obligations you may have under those open source or free software licenses. This Schedule 1 sets out the Third Party Programmes together with their licence type and the relevant attribution notice.

Boost Software Licence, 1.0

- Boost

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Apache License, 2.0

- Apache Log4j
- Commons HttpClient
- Commons FileUpload
- json-simple
- Guava
- HTTP-Proxy-Servlet
- CORS Filter
- GSON
- Spring Security

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