

what3words API Licence Agreement

(last updated on 29 September 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:

- a. the what3words application programming interface provided and hosted by what3words, that provides the core functionality of allowing end users to convert 3 Word Addresses to latitude and longitude coordinates and vice versa (the “**what3words Main API**”); and
- b. the what3words application programming interface provided and hosted by what3words, that provides the core functionality of allowing end users to say 3 words into an application or service, with it returning suggested 3 Word Addresses (the “**what3words Voice API**”),

is subject to the legally binding terms and conditions of this agreement and any schedules to this agreement, including the documents expressly incorporated by reference, as may be updated from time to time (this “**Agreement**”). Before you use the what3words Main API or the what3words Voice API, we recommend that you print or save a local copy of this Agreement for your records.

When we refer to the “**API**” in this Agreement, this includes both the what3words Main API and, if you have also signed up for a what3words Voice API Plan or otherwise been granted permission by what3words, the what3words Voice API, in each case 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.

1.3. **Changes to this Agreement.** what3words reserves the right to make changes to this Agreement from time to time. When these changes are made, what3words will make a copy of the most up-to-date version of the Agreement 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 and conditions in this Agreement have changed, what3words will treat your continued use of the API as acceptance of the updated Agreement. 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 this Agreement

- 2.1. **Clicking to accept or using the API.** In order to use the API, you must agree to this Agreement by:
- a. clicking to accept this Agreement, 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), in which case you will be deemed to accept this Agreement,
- and this Agreement is effective as of the first date that either (a) or (b) apply.
- 2.2. **Authority to accept this Agreement.** If you agree to this Agreement on behalf of a company or other entity, you represent that you have the authority to bind that entity to this Agreement, and “**you**” or “**your**” shall refer to such entity. If you do not have authority to do so, or if you do not accept this Agreement, you must not access the API.
- 2.3. This Agreement also refers to the following additional terms, which also apply to your use of the API and the what3words Data:
- a. our [Privacy and Cookie Policy](#): this sets out how we process any personal data that we collect from you or that you provide to us; 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 this Agreement.
- 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 select the relevant Plan.
 - g. “**Named Supplier**” is as defined in Clause 8.3.
 - h. “**Plan**” means the relevant plan that you select from the what3words Main API Plans and the what3words Voice API Plans.
 - i. “**what3words Brand Assets**” means what3words’ logos, trade marks, and related images, in each case whether registered or unregistered.
 - j. “**what3words Data**” means any sequence of words or other data that is derived from or accessible via use of the API, including 3 Word Addresses, 3 Word Address Locations, language lists and word lists.
 - k. “**what3words Main API Plans**” means each of the Free Plan, the NGO & Charity Plan and the Business Plans relevant for the what3words Main API (each as defined in Clause 7).
 - l. “**what3words Voice API Plans**” means each of the Voice Starter Plan and the Business Plans relevant for the what3words Voice API (each as defined in Clause 7).
 - m. “**Your Products**” is as defined in Clause 4.4.
- 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 this Agreement **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. 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.
- 3.9. 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 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 are owned by, or licensed to, what3words. Except as expressly stated herein, this Agreement does 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. **Speechmatics Integration.** We have partnered with Cantab Research Ltd (trading as “Speechmatics”), a company registered in England and Wales under company number 05697423, in order to provide the what3words Voice API. The what3words Voice API uses Speechmatics' speech recognition software system, which we are using under licence from Speechmatics.
- 4.3. **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, this Agreement. Major processes involved in our technology including those used in the operation of the API are subject to patent protection.
- 4.4. **Licence to use the API.** Subject to your full and continued compliance with this Agreement, what3words grants you a non-exclusive, revocable, non-sublicensable, non-transferable licence during the 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.
- 4.5. **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 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 this Agreement, 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 this Agreement. You shall be responsible for and monitor their compliance with this Agreement 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 of Your Products 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 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 this Agreement, 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 in this Agreement.
- i. **Attribution.** You agree to ensure that any references to what3words and/or the functions provided by the API in Your Products, 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 six (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 Clause 6.3

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 this Agreement 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 this Agreement.

7. API Plans and Payment Terms

- 7.1. **Months.** Months will be calculated separately for the what3words Main API and the what3words Voice API, unless you elect to start your subscription to the what3words Main API and the what3words Voice API on the same day (e.g. the 15th) in any given month.
- 7.2. **Free Plan.** Any person is entitled to sign up to our free usage plan for the what3words Main API which allows for up to 1,000 convert-to-coordinates requests per Month (the “**Free Plan**”).
- 7.3. **NGO & Charity Plan.** If you are an NGO or a charity, you may be entitled to use the what3words Main 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 CCDO 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.
- 7.4. **Voice Starter Plan.** Any person is entitled to sign up to our free usage plan for the what3words Voice API which allows for up to 100 calls to the what3words Voice API per Month (the “**Voice Starter Plan**”).
- 7.5. **Business Plans.** If you wish to use:
 - a. the what3words Main API for a greater volume of convert-to-coordinates requests than permitted under the Free Plan, you may sign up for one of our paid plans, which allow volumes of convert-to-coordinates requests as set out [here](#); or
 - b. the what3words Voice API for a greater volume of calls than permitted under the Voice Starter Plan, you may sign up for one of our paid plans, which allow volumes of calls as set out [here](#),(each, a “**Business Plan**”).
- 7.6. **Upgrades and downgrades of Business Plans.** 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:
 - a. 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;
 - b. downgrade your Business Plan to a tier of Business Plan allowing lower usage, the change to the lower usage amount and the corresponding reduction will start to apply on the first day of the following Month.
- 7.7. **Cancellation of a Business Plan.** You may cancel your subscription of a Business Plan at any point during a Month:

- a. for the what3words Main API only [here](#), in which case your permitted usage will revert to the Free Plan on the first day of the following Month; or
 - b. for the what3words Voice API only [here](#), in which case your permitted usage will revert to the Voice Starter Plan on the first day of the following Month, provided that you must give us at least seven (7) days' notice prior to the end of the then-current Month for that API, otherwise what3words reserves the right to charge you Fees for the applicable API until the end of the following Month.
- 7.8. **Measurement of usage.** what3words may notify you of your usage once you have reached certain percentage thresholds of the convert-to-coordinates requests or what3words Voice API calls (as applicable) permitted by your Plan during the relevant Month. If your usage 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.
- 7.9. **Fees payable.** The fees payable for your use of the API are either as set out for [here](#) for what3words Main API, or [here](#) for the what3words Voice API, or (in respect of bespoke use cases) prices that are set out in writing by what3words (an email from what3words' CEO or CCDO 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.
- 7.10. **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. For the avoidance of doubt, if you sign up for a Business Plan for both the what3words Main API and the what3words Voice API, you will two separate invoices: one for the what3words Main API and one for the what3words Voice API.
- 7.11. **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 this Agreement, and for notifying us (or our third party payment provider) of any changes to such information.
- 7.12. **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 what3words would have received had no such deduction or withholding been made.
- 7.13. **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 and Named Supplier

- 8.1. **Credentials.** Other than as set out in clause 8.3, you agree to keep any username, password, API key or other credentials which you use to access the API (the “**Credentials**”) 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. Other than as permitted by clause 8.3, 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.
- 8.3. **Named Supplier.** You may provide your Credentials to a third party supplier acting on your behalf if what3words approves that third party supplier in writing (an email from what3words’ CEO or CCDO will suffice) in advance (a “**Named Supplier**”), provided that:
 - a. the Named Supplier is only permitted to use the API for development or testing purposes on your behalf and not in any product or application that is distributed publicly;
 - b. you will be responsible for the Named Supplier and you procure that the Named Supplier shall comply with the terms of this Agreement; and
 - c. what3words reserves the right to suspend your access to the API for any suspected breach of this Agreement by a Named Supplier.

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 and Cookie Policy](#). You agree to make this privacy policy readily available to the users of Your Products.

10. Exclusion of Warranties

- 10.1. **The API is provided “as-is” without warranty of any kind. what3words disclaims all warranties regarding the API to the fullest extent permitted by applicable law, whether express or implied, 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 particular, 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 what3words Main 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 what3words Main API or what3words;
- d. improper use (including use otherwise than in accordance with this Agreement), changes or alterations of the what3words Main API by you;
- e. any act or omission (including negligence) by you in breach of this Agreement which prevents what3words from providing the what3words Main 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 what3words Main API by what3words pursuant to an express right to do so under this Agreement.

11.3. In the event that the SLA is not met, what3words will issue you with a credit to the Fees payable (if applicable) in respect of the what3words Main API only 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
Greater than or equal to 99.0% and less than 99.9%	10% credit
Greater than or equal to 95.5% and less than 99.0%	25% credit
Less than 95.0%	50% credit

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 respect of the what3words Main API in the next invoice due to be issued to you pursuant to this Agreement. **what3words shall not in any circumstances be obligated 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 this Agreement, “**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 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 this Agreement 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 this Agreement, 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 this Agreement 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 this Agreement, 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' (and all of its current and future affiliated entities') 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 shall 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 Named Supplier or 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 shall 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. **Term.** This Agreement shall be effective from the date of acceptance of this Agreement, as detailed in Clause 2.1 above, and continue until terminated in accordance with this Clause 15 (the "**Term**").

- 15.2. **Termination by what3words of this Agreement.** Without affecting any other right or remedy available to it, what3words may terminate this Agreement immediately at any time by written notice to you.
- 15.3. **Termination by you of this Agreement.** You may terminate this Agreement in its entirety at any time by deleting your account [here](#) (with immediate effect) or by giving us at least seven (7) days' written notice, provided that:
- a. if you are subscribing to a Business Plan on the day that you delete your account or give us written notice, and that Business Plan has less than seven (7) days until expiration of the then-current Month, we reserve the right to charge you Fees for that Business Plan for the following Month (as our payment provider may have already processed that payment). To avoid being charged for an additional Month following termination, we recommend that you downgrade your Business Plan to the Free Plan or the Voice Starter Plan (as applicable) (see clause 7.6) and delete your account in the following Month; and
 - b. if your account is in debt, you may not be able to delete your account [on this page](#) without contacting us, in which case please email support@what3words.com.
- 15.4. **Effects of termination.** Upon termination of this Agreement for any reason:
- a. all licences granted, and rights to use the API, under this Agreement shall immediately terminate;
 - b. you shall immediately cease using or accessing the API and immediately permanently delete any what3words Data and what3words Brand Assets from Your Products and systems, and you shall require your customers and end users to do the same;
 - c. you shall immediately pay any outstanding unpaid Fees (and any interest, if applicable) due to what3words for any use of the API occurring before and up to the date of termination, including any Fees payable for any Month following the termination date if applicable (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*), 0 (*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 this Agreement, 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 this Agreement, 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 7.9.
- 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 this Agreement may be made by us in accordance with Clause 16.1 above. If a bespoke amendment of this Agreement 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 this Agreement 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 this Agreement 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 this Agreement 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 this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, 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 this Agreement 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. This Agreement 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

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Apache License, 2.0

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

Copyright 2020, what3words Limited

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License.

You may obtain a copy of the License at:
<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and limitations under the License.

MIT Licence

- Jedis

Copyright 2020, what3words Limited

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.