

## WTPD Terms of Use

The Wales Tourism Product Database Application Programming Interface (the “WTPD API”) is a tool which is being made available to you by Visit Wales, part of the Welsh Government and which allows you to retrieve information and data forming part of the Wales Tourism Product Database (the “Content”).

These Terms of Use set out the standards of conduct that you are required to meet when you use the WTPD API service, the usage guidelines we have set to ensure that all WTPD API users have access to a fast and reliable service and the terms on which you are permitted to use the Content.

By using the WTPD API you confirm that you accept these Terms of Use and that you agree to comply with them.

### 1. Your Use of the WTPD API

- 1.1 You are asked not to use the WTPD API service in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage, as we may determine in our sole discretion. The systems that we use to provide WTPD API can identify very high bandwidth users. We may restrict your usage to ensure fairness to all users.
- 1.2 WTPD API Users are limited to an individual monthly usage limit of **100GB** (the “Usage Limit”). For the purposes of the definition of Usage Limit, “usage” is defined as “data downloaded”. We will monitor the level of your usage approximately every 24 hours. We will contact you if you are getting close to exceeding your Usage Limit. If you exceed your Usage Limit in any given month your access to the WTPD API service may be terminated for the remainder of the month. If you exceed your Usage Limit in any two months during any period of six consecutive months, your access to the WTPD API service will be permanently revoked.
- 1.3 You must not disclose your WTPD API credentials to anyone. You are responsible for the security of these. You are responsible for the set-up and security of your use of the WTPD API and any software that may run on your server. If you know or suspect that any unauthorised person is using your access to the WTPD API you must promptly notify us using the contact details set out in these Terms of Use.
- 1.4 You must use the WTPD API in compliance with any instructions we may issue and which are intended to prevent the WTPD API service being disrupted.
- 1.5 You must be at least 18 years old to be a WTPD API user.
- 1.6 You must not use the WTPD API service to violate our network security or any third party’s system or network security by any method including:

- 1.6.1 gaining or providing access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network without the permission of the owner of that network or system;
  - 1.6.2 monitoring data or traffic on any network or system without the permission of the owner of that network or system;
  - 1.6.3 interfering with any user, host, system or network without the permission of the owner of that network or system;
  - 1.6.4 sending, receiving, storing, distributing, transmitting, posting, uploading or downloading any materials designed to violate our network security or anyone else's system or network security (including but not limited to viruses, worms, corrupted files, hoaxes, Trojan horses, tools designed to compromise the security of other websites' programs or services designed to send or enable the sending of unsolicited advertisements); or
  - 1.6.5 connecting the WTPD API service to insecure servers or services able to be exploited by others to carry out actions, which constitute a breach of these Terms of Use.
- 1.7 You must not adapt, modify, decompile or reverse engineer any part of the WTPD API service. You are responsible for all materials and/ or data originating from the machines and/or networks that you have connected to the WTPD API service. You must immediately disconnect (and then secure before reconnection) machines generating materials and/or data which breach these Terms of Use once you are notified of such activity by us or our suppliers.
- 1.8 Visit Wales reserves the right at our sole discretion and at any time and from time to time and with or without notice to you, to suspend, modify or discontinue, temporarily or permanently, the WTPD API service (or any part of it); whether to undertake repairs, updates or for any other reason.

## **2. Your Use of the Content**

- 2.1 The majority of the Content which forms part of the WTPD API may be re-used free of charge in any format or medium, under the terms of the Open Government Licence ([nationalarchives.gov.uk/doc/open-government-licence](http://nationalarchives.gov.uk/doc/open-government-licence)).
- 2.2 Any use of Content which is Crown copyright Material should be attributed using a copyright notice in the following format:

**© Crown copyright [followed by year in which the work was first published].**

or using such other notice as may be indicated as part of the Content.

- 2.3 Please note that parts of the Content may be owned by third parties. If you

wish to re-use part of the Content it is your responsibility to determine whether permission is required for that re-use and to obtain permission from the relevant copyright owner.

- 2.4 You may not publicly represent that Visit Wales and/or the Welsh Government has sponsored, approved or endorsed the manner or purpose of your use of the Content. We reserve all rights to take action in relation to any use of the Content by you in a manner which we in our sole discretion consider falsifies, misrepresents or fraudulently uses the Content (or any part of it) or disparages or harms the reputation of Visit Wales and/or the Welsh Government.
- 2.5 You may not use any trade mark or logo of Visit Wales and/or the Welsh Government without our prior written consent.
- 2.6 You agree not to facilitate access to any Content by any third parties wishing to use the WTPD API. You must refer any such third parties directly to us.
- 2.7 Visit Wales may update the WTPD API service from time to time, and may change the Content at any time. However, please note that some of the Content may be out of date at any given time, and we are under no obligation to update it.
- 2.8 You agree to (a) use the Content to promote tourism or local businesses in Wales and (b) use best endeavours to ensure that the latest version of the data comprising the Content is displayed at all times.
- 2.9 You shall indemnify the Welsh Ministers against any and all costs, claims, damages, losses and expenses arising from your use of the Content other than in accordance with these Terms of Use.
- 2.10 Upon termination of your right to use the WTPD API for any reason, you agree to immediately remove all data and all uses of the Content from your systems.

### **3. Disclaimers, Exclusions and Limitations of Liability**

- 3.1 Visit Wales provides the WTPD API and the Content on an “as is” and “as available” basis and you use them at your own risk. We expressly disclaim to the fullest extent permitted by law all warranties of any kind related to the WTPD API and the Content, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 3.2 You will be solely responsible for any damage to your computer systems or any loss of data that results from your use of the WTPD API or the Content and you are advised to ensure that you undertake all relevant checks and have

in place adequate software protection before using the WTPD API or the Content.

- 3.3 We do not warrant that:
  - 3.3.1 The WTPD API or the Content will meet your requirements or be otherwise fit for purpose;
  - 3.3.2 Your use of the WTPD API or the Content will be continuous and uninterrupted, timely, secure or error-free;
  - 3.3.3 the WTPD API or the Content will be free of viruses or other technologically harmful material;
  - 3.3.4 the Content is accurate, complete or up to date.
- 3.4 We may suspend, withdraw, discontinue or change all or any part of the WTPD API and/or the Content without notice. We will not be liable to you if for any reason the WTPD API is unavailable at any time or for any period.
- 3.5 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of England and Wales.
- 3.6 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the WTPD API service or any Content, whether express or implied.
- 3.7 We will not be liable to any WTPD API user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 3.7.1 use of, or inability to use, the WTPD API service; or
  - 3.7.2 use of or reliance on any Content.
- 3.8 If you are a business user, please note that in particular, we will not be liable for:
  - 3.8.1 loss of profits, sales, business, or revenue;
  - 3.8.2 business interruption;
  - 3.8.3 loss of anticipated savings;
  - 3.8.4 loss of business opportunity, goodwill or reputation; or
  - 3.8.5 any indirect or consequential loss or damage.

#### **4. Unlawful Activities**

- 4.1 When you use any part of the WTPD API service, you must abide by all applicable laws and not commit any unlawful act or contribute to, authorise or permit any such act being carried out.
- 4.2 This includes (but is not limited to) not using WTPD API or the Content in a manner which:
  - 4.2.1 is illegal or may be deemed defamatory, abusive, offensive, anti-social, racist, distressing, harmful or threatening;
  - 4.2.2 causes distress, anxiety or harm to another person;
  - 4.2.3 breaches any other person's rights(including rights of privacy, rights of confidentiality, and intellectual property rights such as copyright, database rights, design rights and trade marks);
  - 4.2.4 is or may be harmful to minors;
  - 4.2.5 encourages or promotes illegal or socially unacceptable or irresponsible behaviour;
  - 4.2.6 has any fraudulent purpose or effect or conceals your identity or impersonates any individual or organisation or otherwise misrepresents you as a source of information;
  - 4.2.7 intentionally causes a reduction in performance or functionality of any computer or network facilities;
  - 4.2.8 damages or may damage our name and/or reputation or the name and/or reputation of Visit Wales, the Welsh Government or our suppliers;
  - 4.2.9 constitutes bulk mail or 'spam' which the recipient has not asked for;  
or
  - 4.2.10 subscribes anyone else to a mailing list without their permission including access to inappropriate websites or content on the internet.

For the avoidance of doubt, in addition to the above, you must not use WTPD API or the Content in conjunction with any materials or data which breach the provisions of this condition 4.

#### **5. Breach of these Terms of Use**

- 5.1 If you use the WTPD API and/or the Content in any manner which breaches these Terms of Use or we reasonably suspect that you may have breached these Terms of Use, we may do any or all of the following:
  - 5.1.1 immediately suspend your access to WTPD API (or any part of the

WTPD API service, until we are satisfied the breach has ceased;

- 5.1.2 cancel your WTPD API access;
- 5.1.3 pass on the details of any breach of these Terms of Use to any relevant government, statutory, self-regulatory or law enforcement authority;
- 5.1.4 pass on your details to copyright or other intellectual property rights owners if we are required to do so by a court or any other relevant government, statutory, self-regulatory or law enforcement authority;
- 5.1.5 investigate the alleged breach of these Terms of Use, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or other material on the network or our servers.

## **6. General Terms**

- 6.1 These Terms of Use apply to all WTPD API users. Visit Wales may amend these Terms of Use at any time. Please regularly review these Terms of Use (on <https://nvg.thedms.co.uk/visitwales.aspx>) to take notice of any changes we make. By continuing to use the WTPD API service following such an amendment you acknowledge and agree to such amendment.
- 6.2 You are responsible for ensuring that all persons who access the WTPD API and/or use the Content through your internet connection are aware of these Terms of Use and any other applicable terms and conditions, and that they comply with them.
- 6.3 These Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) shall be governed by the laws of England and Wales and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 6.4 Please contact Lesley Beaumont using the following email address: [Lesley.Beaumont@gov.wales](mailto:Lesley.Beaumont@gov.wales) or by writing to her at Welsh Government, Crown Buildings, Cathays Park, Cardiff CF10 3NQ if you have any questions about these Terms of Use or if you wish to notify us of a breach of these Terms of Use.

**These Terms of Use apply to all WTPD API services provided with effect from 17 March 2020.**

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This document needs to be signed by all organisations using the WTPD API:

Signature:

Name & role:

Organisation:

Reason for use of WTPD API:

Date:

Please return to [helpdesk@NVG.net](mailto:helpdesk@NVG.net) , The Chequers, 28 Whitehorse Street, Baldock,  
Herts SG7 6QQ