

## TRUSTED PARTNER TERMS AND CONDITIONS OF USAGE

1. These Terms and Conditions govern the relationship between Sustainable Energy Authority of Ireland ("SEAI", "we", "us" or "our") and any person registered in its own name or in the name and on behalf of another entity ("you" or "your").
2. Your access and use of the National Administration System hosted by SEAI (that stores the BER datafiles) ("NAS") Application Programming Interface ("API") to transfer or exchange data (the "Service"), provided by us, as well as data transmitted over such API web services ("Data") are governed by these Terms and Conditions. You represent that you have full authority to accept, and agree to be bound by, these Terms and Conditions, either in your own name or if you are accepting on behalf of another entity, you are binding said entity.
3. By accepting these Terms and Conditions, we grant you access to the NAS API and to other APIs for which you have been invited to use through existing partnerships or agreements. In order to be granted access to the NAS API you must have entered into a trusted partner agreement in the form specified by SEAI ("**Trusted Partner Agreement**").
4. In order to gain access to and use the NAS API, you agree to provide all of the required information, including but not limited to:
  - Organisation Name of the Trusted Partner and partners
  - First and Last Name of the nominated contacts of the Trusted Partner and relevant partners
  - Email of the nominated contact of the Trusted Partner and partners
  - Mobile telephone number or telephone number of the nominated contact of the Trusted Partner
5. In order to request a subscription to an API, you agree to provide all of the required information pertaining to the Application that will calling the service:
  - Application Name
  - Description of Application and Use
  - By making a request to subscribe to an API, you attest that you are the owner of the Application or have access and authority to use that Application for the purpose of consuming APIs.
6. You confirm that any information you provide to us is true, accurate, and complete to the best of your knowledge.
7. You understand and accept that you are responsible for your access information (i.e. API Key). You agree to keep this confidential at all times and not to share it with or disclose it to others.
8. If your API Key is revealed or if you suspect that someone else has learned or obtained it, you are responsible for taking all necessary measures to ensure compliance with the Terms and Conditions and requesting a new API Key from SEAI.
9. You agree not to use the Service and Data in a manner that will have the potential to disrupt, undermine, corrupt, diminish or otherwise threaten or jeopardize the reputation of SEAI.
10. You agree not to use the Service and Data:
  - In a way that could or does negatively impact the performance of the system or network for us or other users (for example, bulk calls to the Service);
  - Download or transit any viruses, Trojan horses or any other programs that are designed to, or reasonably could be expected to, interfere or damage the Service and Data; and
  - For any commercial purposes other than as set out in these Terms and Conditions.

11. The SEAI project team will monitor access to the Service to ensure it is being used responsibly and in accordance with these Terms and Conditions. You understand and accept that we can suspend or revoke your access to the Service without notice under the following circumstances:
- we suspect unauthorized use of your API Key;
  - you fail to comply with any of the Terms and Conditions of use of this Service or any associated agreements in place with SEAI related to this Service;
  - as a security measure
  - for operational reasons; or
  - for administrative reasons.

#### **Access to the Service**

12. SEAI will provide access to the Service. However, SEAI also reserve the right, without notice or compensation, to temporarily or permanently suspend or close the Service for maintenance operations or otherwise. SEAI cannot and will not be held responsible for any suspension of the Service or permanent closure.
13. SEAI is not responsible for the failure of, or any loss or damage as a result of the failure of,:
- the availability or unavailability, for any reason, of the Internet, login services or other infrastructure systems; and/or
  - any restriction, delay, malfunction, or unavailability of the Service due to unforeseen circumstances.

#### **Application Process**

14. Requests to the Service will require the use of an API key. Your API Key will be assigned by SEAI upon signing a Trusted Partner Agreement and you demonstrating readiness to utilise the Service to SEAI's satisfaction.
15. SEAI will review API Key requests to ensure that you have agreed to the Terms and Conditions of the Service prior to issuing an API Key.
16. Access privileges to Service and Data are granted at the sole discretion of SEAI and it reserves the right, at SEAI's sole discretion, to restrict or terminate access at any time.

#### **Policies and Requirements Regarding Use of the Service**

18. The usage of the Service may be limited by SEAI and will be monitored. If you plan to make use of the API beyond the definition of your Application description, you must notify SEAI prior to such use and seek SEAI's consent for such use.
19. We reserve the right to track and publish statistics on usage per API.
20. We do not endorse or recommend for public use any specific Application developed for the use of its APIs, and any statements implying or claiming that we have made such an endorsement are strictly prohibited.
21. Any practice whereby information that is intended to be transmitted directly between you and SEAI, edited, redacted or otherwise processed by the Application, such that the content or meaning of the information or data is altered, must be disclosed to the user in a clear and conspicuous manner.
22. You are prohibited from sharing, distributing, or disclosing (intentionally or unintentionally) any API Keys to any other individual or entity, and any such sharing, distribution or disclosure constitutes a violation of these Terms and Conditions.
23. You agree to comply with, and use all means available to assist us in complying with all laws applicable to the Service and Data.
24. Any activity that exceeds your authorized access privileges to the Service and Data is strictly prohibited.

#### **Consequences of Violating the Terms and Conditions**

24. You have a continuing obligation to comply with the Terms and Conditions. If you violate any of the Terms and Conditions, we may, in our sole and absolute discretion, in addition to any available remedies we have at law, immediately invalidate your API Key(s), terminate your access to and privileges to use the Service and Data.

#### **Exclusion of Warranties**

25. We do not guarantee the accuracy, completeness or availability of the Service and Data. You understand and agree that you are accessing and using the Service and Data at your sole risk and discretion. The Service and Data are made available on an "as is" and "as available" basis without any representations or warranties of any kind, whether expressed or implied, including without limitation implied warranties or warranties regarding fitness of use or purpose. You agree that we shall not be held liable for any error, inaccuracy, or unavailability, or other defect in the Service and Data. Any errors, inaccuracies or unavailability or other defect in the Service and Data must be reported to SEAI for investigation.

#### **Limitation of Liability and Indemnity**

26. You agree that, to the extent permitted by applicable law, in no event shall we, nor our employees or agents, be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, cost of computer equipment and software, or solicitor fees) that you incur in relation to your accessing or use of the Service and Data, or for any of your obligations, to the full extent that such may be disclaimed by law, or for any claim against you by any third party. In no event shall we be liable for any claim, including claims by third parties, for loss or damages arising from your use of the Service and Data.
27. You shall indemnify and keep us and our employees and agents harmless from and against any and all claims, losses, damages, costs, expenditures, actions, injuries or liabilities of any kind, nature and description (including, without limitation, incidental and consequential and special damages, court costs, legal fees and costs of investigation), that arise directly or indirectly, in whole or in part, from your use of the Service and Data.

#### **General Provisions**

28. We retain the right to modify these Terms and Conditions at any time in our sole and absolute discretion, by posting modified Terms and Conditions on the SEAI website. Any such modification is effective upon posting, unless otherwise indicated. We will attempt to provide notice to you of any such changes at the current email address provided by you at time of your subscription request. For this reason, you are required to provide current contact information to SEAI and to update said information should it change. You agree that by continuing to access and use the Service and Data that you are bound by any modified Terms and Conditions that are posted after the effective date of the new Terms and Conditions.
29. These Terms and Conditions shall be governed by and interpreted under the laws of Ireland. Any dispute arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Ireland.
30. No modifications of these Terms and Conditions, other than as described in paragraph 28 above nor any waiver of any rights, shall be effective except by an instrument in writing signed by you and us, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder for any subsequent breach or default.
31. These Terms and Conditions, in conjunction with the Trusted Partner Agreement, contain the entire agreement and understanding between you and us with respect to the subject matter hereof and completely replace and supersede all prior agreements, understanding and representations.
32. If any provision of these Terms and Conditions is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions hereof, and the remaining provisions will nevertheless remain in full force and effect.

33. You agree that, if we do not exercise or enforce any legal right or remedy contained in these Terms and Conditions (or that we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Any waiver of any provision of these Terms and Conditions will be effective only if we expressly waive compliance with a provision in writing.

**Trademark Notice**

34. The official symbols of SEAI may not be reproduced, whether for commercial or non-commercial purposes, without the prior written authorization of SEAI.

**Data protection**

35. We are committed to providing measures that respect and value your privacy and security. This section summarizes the privacy policy and practices that apply to your Trusted Partner credentials.
36. We collect the following personal data from you when you subscribe to the Service: name, email, organisation. The purpose for collecting and using details such as name and email is to issue, manage and validate credentials of individuals accessing and/or communicating with our systems and applications, in order to provide the Service.
37. Should you refuse to provide the necessary personal data to subscribe to the NAS API Service, you will not be able to use the Service and Data.