

TERMS OF USE – PARTNER INTEGRATION HUB (“the PIH”)

The Partner Integration Hub is KCOM Wholesale’s external facing API Platform. Please read these terms of use before you access the PIH. By using the PIH you agree to comply with these terms of use.

These terms of use may be updated from time to time and will be notified to you in writing and effective on the date set out in such notice (“Review Period”). Your continued use of the PIH after the Review Period will constitute your acceptance of the variation.

If you do not agree to these terms of use, you must not use the PIH.

PIH use

Use of the PIH will not modify or amend the terms and conditions of any existing agreement between KCOM and you for the purchase of services and such services will remain subject to any such existing agreement (“Services Agreement”). You agree to be bound by these terms of use and will procure that your employees, representatives and/or sub-contractors using the PIH (“Authorised Users”) on your behalf are aware of and comply with these terms of use. No user other than an Authorised User is entitled to access the PIH.

The PIH is intended to be an external facing API PIH for KCOM Wholesale Communication Provider customers that wish to integrate their customer management systems with KCOM Wholesale for automated ordering and fault management.

These terms of use refer to the following additional terms, which also apply to your use of the PIH and are incorporated by reference:

- any Services Agreement; and
- the Communication Provider API Integration document, as updated from time to time.

Availability

The PIH is made available free of charge.

We do not guarantee that the PIH, or any content on it, will always be available or will be uninterrupted or that any data obtained will meet your requirements or be error free. We may suspend or withdraw or restrict the availability of all or any part of the PIH for business and operational reasons or in the case of unforeseen circumstances. We will try to give you reasonable notice of any suspension or withdrawal. We do not represent that the PIH is appropriate for use or that it is available outside the United Kingdom. We will not be responsible for lack of availability to the PIH.

Use and Purpose



KCOM grants you a non-exclusive, non-assignable and/or non-transferable, non-sub-licensable, limited right and license to use the PIH for the purpose of automated ordering and fault management for the provision of services under the terms of the Services Agreement, strictly in accordance with the Communication Provider API Integration document, and as follows:

- for Authorised Users to access the PIH solely for the purposes of: (a) internally developing the application that will communicate and interoperate with the PIH ('Customer Application'); (b) making calls to the PIH; and
- to display the data published or made available through the PIH ('API Data'),

the "Purpose".

You shall only use the PIH for the Purpose and as permitted by these terms of use and you shall not:

- attempt to gain unauthorised access to the PIH or any part of it;
- obtain or attempt to obtain any information through any means not intentionally made available to you or provided for through the PIH;
- use the PIH in any manner that could damage, disable, overburden, impair, or interfere with our or any other party's use and enjoyment of the PIH;
- use the PIH for any purpose other than your own internal business use;
- attempt, or permit or encourage others to attempt, to copy, dump, trace, translate, modify, alter, adapt, change, disassemble, decipher or decompile, adapt or make error corrections to the PIH, nor create or attempt to create, by reverse engineering or otherwise, decrypt or discover the source code from the object code of the PIH or use the PIH to create a derivative work;
- share access to the PIH with any third party.

You must not share your authorisation credentials with any third party other than Authorised Users, you must keep your authorisation credentials and all log-in information secure, and you must use your authorisation credentials as your sole means of accessing the PIH.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, the PIH. This includes using (or permitting, authorising or attempting the use of):

- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of any data, content, or information;
- any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this paragraph should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This paragraph shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Maintenance and updates

We may from time to time release new API that corrects faults, adds functionality or otherwise amends or upgrades the PIH. Any changes you are required to make as a result of such amends or upgrades to the Customer Application or otherwise are at your cost and expense.

Intellectual Property

All rights, title and interests in or to the PIH and the intellectual property rights therein, including, but not limited to: (a) any and all improvements thereto (including, but limited to modifications, changes, updates, upgrades), and (b) rights in computer software, database rights; and (c) any and all copyrights, trademarks, patents, patent rights and proprietary marks, names and logos thereto shall at all times remain the exclusive property of KCOM or its licensor.

Without prejudice to its other rights and remedies (including under this agreement), we will be free to use, disclose, reproduce, distribute, implement in the PIH and otherwise commercialise all current and future suggestions, comments or other feedback regarding the PIH or API Data provided by or on behalf of the you ('Feedback') without obligation or restriction of any kind, and you hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

Limitation of Liability

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Subject to the above, you are responsible and liable for all uses of the PIH resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or is in breach of these terms of use, including its use with the Customer Application or third-party software. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of users (including Authorised Users) in connection with the Customer Application and their use of the PIH and API Data, if any. Any act or omission by a user (including an Authorised User) that would constitute a breach of these terms of use will be deemed a breach of these terms of use by you.
- The PIH is provided on an "as is" basis, without warranty of any kind, express or implied, including without limitation any implied conditions, warranties, representations or other terms that may apply to the PIH or any content made available, including API Data.

- You assume sole responsibility for results obtained from the use of the PIH and the API Data by you, and for conclusions drawn from such use. KCOM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to KCOM by you in connection with the PIH, or any actions taken by KCOM at your direction.
- We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the PIH and/or the API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- We will not be liable to you 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:
 - use of, or inability to use, the PIH; or
 - use of or reliance on any API Data.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss or corruption of data or information;
 - loss of business opportunity, goodwill or reputation; or
 - any special, indirect or consequential loss, damage, charges or expenses.
- Subject to the above, KCOM's total cumulative liability arising out of or related to these terms of use and/or use of the PIH, whether in contract or tort (including negligence), or otherwise, shall not exceed ten pounds (£10).

Termination

- In the event that the PIH is used in breach of, or other than as specified under these terms of use without our prior written consent, KCOM may, in its sole discretion, remove or suspend access and use to the API on written notice with immediate effect.
- Without affecting any other right or remedy available to it, KCOM may remove access and use to the API at any time without reason on giving not less than 5 days' written notice to you.
- On termination for any reason: (a) all rights granted to you under these terms of use shall cease; and (b) you shall cease all activities authorised by these terms of use.



Confidentiality

- Each party shall, while you have access to the PIH and thereafter, keep confidential all, and shall not use for its own purposes (other than as set out in these terms of use) nor without the prior written consent of the other disclose to any third party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.
- For the avoidance of doubt the PIH, the API Data and your authorisation credentials shall be considered the confidential information of KCOM.

Personal data

The following definitions shall apply to this section:

“Personal Data” shall have the meaning set out in the Data Protection Legislation.

“Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“UK GDPR”: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- KCOM shall only process the types of Personal Data specified in the Services Agreement, in accordance with the Services Agreement, or as required by law.
- Personal Data processed by KCOM in addition to the types of personal data set out in the Services Agreement includes: Name and email address of Authorised Users;
- The PIH processes Personal Data within the UK.

We are not responsible for viruses and you must not introduce them

We take all reasonable steps to ensure the PIH is not infected by viruses, however we do not guarantee that the PIH or the API Data will be secure or free from bugs or viruses. You should use your own virus protection software.

General

- If any provision or part-provision of the terms of use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms of use.

- If any provision or part-provision of these terms of use is deemed deleted under the above, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- Each party acknowledges that in entering into these terms of use it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms of use.
- Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms of use.
- 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 in these terms of use.
- These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

