



Terms and conditions of access to and use of the EWG Lightspeed API

Access to and use of the EWG Lightspeed API is subject to you continuing to comply with these Terms and Conditions. Your continued access to and use of the EWG Lightspeed API confirms your unconditional agreement to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions you must not access or use the EWG Lightspeed API.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings.

Administrator means a User who can create other User Accounts in a User Group, assign rights to Users in a User Group and perform other functions with respect to User Accounts in a User Group.

Data Entry Requirements means the data entry requirements for submissions to EWG specified by EWG from time to time.

Data Protection Law means the Data Protection (Jersey) Law 2018.

Guidance Notes means the guidance notes for users as presented in the Lightspeed documentation site.

We/us/our means EWG.

EWG Lightspeed API means the technical interface we make available to allow Clients and Authorised 3rd parties to access and submit data to us for the purposes of undertaking business with us in accordance with these Terms and Conditions.

Personal Data has the meaning given to it in Article 1 of the Data Protection (Jersey) Law 2018.

Supported Browser means the browsers stated to be supported in the EWG Lightspeed API documentation.

Terms and Conditions means these terms and conditions of access to and use of the EWG Lightspeed API.

Unauthorised Purpose includes any use that breaches or is inconsistent with applicable law, these Terms and Conditions or that we otherwise determine is unauthorised.

User means anyone with an API key or User Account.



User Account means the user account of a person registered to use EWG App or the EWG Lightspeed API, either individually or as an approved user of an EWG Client.

You/your means (as the context requires):

- (a) a User;
- (b) an EWG Client.

1.2. Interpretation

- (a) Words in the singular include the plural and vice versa.
- (b) References to one gender include all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a law (or any provision of it) is a reference to it as amended or re-enacted and includes any subordinate legislation made under it.
- (e) A reference to include, includes or including does not limit what else might be included.

2. ACCESS AND USE

2.1. You will need to register for a User Account in order to access the EWG Lightspeed API. To obtain a User Account you can contact the EWG Client Support Team.

2.2. In order to access the EWG Lightspeed API, you must:

- (a) be at least 18 years of age;
- (b) use a Supported Browser;
- (c) enable Javascript;
- (d) ensure your System is configured correctly, including firewall settings; and
- (e) enrol in the EWG Digital Certificate Solution; and
- (f) meet all other requirements we may specify from time to time to enable you to access and use the EWG Lightspeed API.

2.6. Your facilities

You (or your Organisation) must:

- (a) provide the equipment, software and connectivity necessary to access and use the EWG Lightspeed API; and
- (b) ensure that your system is properly configured and meets all relevant technical and other standards, requirements and guidelines specified by us from time to time.

2.7. Acceptable use

Except as may be specifically authorised by applicable law or approved by us in writing, you must:

- (a) only access and use the EWG Lightspeed API exclusively for your own purposes (or if your use is in the capacity of an agent, employee or representative of an EWG Client, exclusively for the purposes of that organisation or a client or customer of that organisation) and you represent to us that your use of the EWG Lightspeed API is duly authorised by that organisation, client;
- (b) not collect, store or use EWG Lightspeed API provided Data for any purpose associated with the provision, or potential provision of, an information service to any person;
- (c) not use or permit the use of the EWG Lightspeed API for any Unauthorised Purpose; and
- (d) comply with all instructions and guidance given by us concerning the EWG Lightspeed API.

2.8. Usage restrictions

Except as set out herein you shall not:

- (a) use the EWG Lightspeed API in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these Terms and Conditions;
- (b) infringe our intellectual property rights or those of any third party in relation to your use of the EWG Lightspeed API (to the extent that such use is not licensed under these Terms and Conditions);
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the EWG Lightspeed API;



- (d) use the EWG Lightspeed API by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the EWG Lightspeed API for use within a third party website or application;
- (e) copy, or otherwise reproduce or re-sell any part of the EWG Lightspeed API unless expressly permitted to do so in these Terms and Conditions;
- (f) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the EWG Lightspeed API or attempt to do any such thing; and
- (g) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the EWG Lightspeed API.

2.9. Compliance with laws

You must comply with all laws relevant to your access to and use of the EWG Lightspeed API.

3. SECURITY

3.1. As a User or an EWG Client, you must:

- (a) comply with all security procedures specified by us;
- (b) take all reasonable action to protect and maintain the security of access to and use of the EWG Lightspeed API (including, as regards your choice of passwords, changing passwords, digital certificates and security measures for all email addresses, passwords, access codes, application programming interface (API) keys, secret keys and other information relating to access, authentication or security of the EWG Lightspeed API);
- (c) take all reasonable action to prevent and detect unauthorised use of the EWG Lightspeed API;
- (d) take all reasonable action to ensure that your access to and use of the EWG Lightspeed API will not disrupt or adversely affect the operation of the EWG Lightspeed API or EWG App;
- (e) immediately notify us if:
 - i) you know or suspect that access, authentication or security information has been compromised or any other kind of unauthorised use or security breach has occurred; or
 - ii) you detect a fault, error or problem in or with the EWG Lightspeed API.

3.2. Malware

- (a) We do not guarantee that the EWG Lightspeed API will be secure or free from bugs or viruses. You should use your own virus protection software.

(b) You must not misuse the EWG Lightspeed API by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the EWG Lightspeed API, the services on which the EWG Lightspeed API are stored or any technical system or database connected to the EWG Lightspeed API. You must not attack the EWG Lightspeed API via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the EWG Lightspeed API will cease immediately.

3.3. You are responsible for all use of your User Account, including any unauthorised use except use that you could not have reasonably prevented.

5. PROVISION OF INFORMATION

5.1. You must ensure that all data you provide to us or submit via the EWG Lightspeed API for any purpose:

(a) is true, complete and correct on the date that it is entered;

(b) is not in any way false, misleading, deceptive or defamatory;

(c) is duly authorised to be:

i) provided to us; and

ii) used by us; and where applicable,

iii) included in the EWG Lightspeed API; and

iv) made available as EWG Data,

and that such provision, use, inclusion and availability will not breach or infringe any law or the rights of any person or result in us incurring liability to any third party.

5.2. You must promptly provide us with any information they request concerning your access to or use of the EWG Lightspeed API or EWG Data.

6. DEACTIVATION AND SUSPENSION OF ACCESS

6.1. We will temporarily or permanently deactivate your User Account within a reasonable period of time following your written application to us. If you form part of a Client, the Client can deactivate your account and API certificates and keys.

6.2. We may permanently deactivate your User Account at any time with or without notice if we know or reasonably suspect that:

(a) you or other Users of our Client have breached these Terms and Conditions;

- (b) you have not fully and properly identified yourself or any relevant User to us;
- (c) you have provided us with false, untrue, incomplete or misleading information;
- (d) your EWG Lightspeed API User Account has been inactive for six months;
- (e) you have compromised the integrity or security of the EWG Lightspeed API or the data it provides access to; or
- (f) your User Account has been used for an Unauthorised Purpose.

6.3. We may deny access to the EWG Lightspeed API or suspend its operation in whole or in part to any User, or generally, at any time.

6.4. In particular, Users who deny or downgrade service to other Users by generating unusually high numbers of daily EWG Lightspeed API accesses, whether generated manually or automatically, may be denied access to the EWG Lightspeed API temporarily or permanently.

7. MAINTENANCE AND REPAIR OF THE EWG Lightspeed API

7.1. The EWG Lightspeed API will be maintained or repaired from time to time.

7.2. We will try to provide reasonable notice of any maintenance or repair that we consider is not routine and should be advised to Users.

7.3. You acknowledge that it may not be possible to provide notice in all circumstances and that in no event will we be obliged to provide more than 2 days' notice.

8. EWG Lightspeed API Intellectual Property Rights

8.1. EWG Lightspeed API Data may be downloaded, copied and used in accordance with the conditions in paragraphs 8.3 to 8.6 below.

8.6. You have no rights in or to the EWG Lightspeed API other than such express rights to access and use the EWG Lightspeed API as may be conferred by these Terms and Conditions.

9. ACKNOWLEDGEMENTS

9.1. You acknowledge that:

(a) entering personal data on the EWG Lightspeed API without being registered under the Data Protection Law may be an offence and you may also be liable to pay compensation;

(f) it is the responsibility of the User submitting data to the EWG Lightspeed API to verify the accuracy of the data contained within the submission; and

(g) if you breach your obligations under these terms and conditions and someone undertakes actions apparently on your behalf, it may cause loss to others for which you may be liable.

10. PRIVACY

10.1. Our privacy policy and data protection policy apply to your use of the EWG Lightspeed API.

10.2. By registering for a User Account and agreeing to these terms and conditions, you will be regarded as having also agreed to the terms of those policies. Please ensure you agree to our privacy and data protection policies before agreeing to these Terms and Conditions.

10.3. Where you share personal data with us as part of a submission to EWG, both parties will be acting as independent data controllers and both parties shall, and shall procure that its employees and agents shall, comply with Data Protection Law when it processes personal data in connection with this Agreement. In this situation, you agree to:

(a) ensure that you have an appropriate legal basis for the transfer of data to us;

(b) ensure that all data subjects are notified, in a manner that complies with Data Protection Law, about the nature of the data being shared, the type of recipient that will be receiving the personal data and the nature of the activities that will be carried out by us;

(c) ensure that the personal data you disclose is accurate and, where necessary, kept up to date in accordance with the Data Protection Law;

(d) respond to requests or notices from data subjects as required as a data controller and, where this relates to our processing, notify the data subject that we are a separate data controller and that the data subject should contact us separately if they wish to send a notice or make a request to us;

(e) notify us without undue delay where you receive a request from a data subject that might reasonably be expected to affect our data processing; and

(f) notify us as soon as reasonably practical (in writing with full details) if you suspect or become aware of any breach of security of personal data, or loss or corruption or deletion of, or damage to personal data which has been shared with us where this has the potential to cause business disruption or reputational damage to us.

11. DISCLAIMER AND LIABILITY

11.1. We make the EWG Lightspeed API available without any guarantee, representation or warranty, express or implied, of any kind related to:

(a) the EWG Lightspeed API;



- (b) the accuracy or completeness of any EWG Lightspeed API Data; or
- (c) anything done (or omitted to be done) by us in the discharge of our obligations or anything connected with or relating to our obligations.

11.2. You acknowledge and agree that the EWG Lightspeed API and your access to and use of the EWG Lightspeed API is on the basis of the:

- (a) EWG Lightspeed API Data as it is provided by third parties, which may be inaccurate or incomplete; and
- (b) actual availability of the EWG Lightspeed API, which may not be continuous, uninterrupted and/or error free.

11.3. You agree that if you enter, access or use the EWG Lightspeed API or EWG Lightspeed API Data:

- (a) for an unlawful purpose or an Unauthorised Purpose; or
- (b) in a manner that:
 - i) breaches or infringes the rights of any third party; or
 - ii) results in us incurring any liability to any third party, you will be liable to indemnify and to hold us harmless for any loss suffered by us or any liability incurred by us caused or resulting directly or indirectly by or in connection with any of the matters referred to in paragraphs (i) and (ii), including any such losses or liabilities that are suffered or incurred as a result of, or in connection with, third party claims made against us in respect of such matters.

11.4. As a User of the EWG Lightspeed API, you agree to indemnify us against any loss, damage, cost, expense, claim, proceeding or liability of any kind that we, or any third party service provider may incur arising out of or in connection with:

- (a) your use (including unauthorised use except use that you could not have reasonably prevented) of or access to your User Account; and
- (b) the lawful exercise of our rights under these Terms and Conditions.

12. GENERAL

12.1. Amendments

- (a) We may amend these Terms and Conditions from time to time and at any time.
- (b) Notification of any amendment will be posted on the EWG Website or EWG Lightspeed API documentation site.



(c) Your continued access to or use of the EWG Lightspeed API after any such notification of amendments are posted on the EWG Lightspeed API will be considered acceptance by you of such amended Terms and Conditions.

12.2. Notice

We may advise or notify you of any matter by any means (including by notice on the EWG website, EWG Lightspeed API, by telephone, email, or post to any relevant address or number you have provided to us).

12.3. Language

Any communication, notice or document with or submitted to us, must be in English or with an English translation provided unless otherwise permitted under applicable legislation.

12.4. Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of these Terms and Conditions, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision. Any waiver provided by us must be in writing.

12.5. Partial invalidity

If any provision of these Terms and Conditions is unlawful, invalid or unenforceable, this will not affect the legality, validity or enforceability of any other provision of these Terms and Conditions.

12.6. Assignment

These Terms and Conditions are personal to you. You may not assign, transfer, sub-lisence, declare a trust of, mortgage, charge or deal in any other manner with these Terms and Conditions, or with any of your rights or obligations under them, without our prior written consent. Any attempted assignment in violation of this Clause is null and void and of no force or effect. Subject to the foregoing, these Terms and Conditions are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. We may assign or transfer all or any of our rights or obligations under these Terms and Conditions to our suppliers, regulators, government, or as required by operation of law or other governmental order.

12.7. Entire agreement

These Terms and Conditions constitute the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of



the parties, whether oral or written, in relation to that subject matter. Each party acknowledges that in entering into these Terms and Conditions it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other party in relation to the subject-matter of these Terms and Conditions (together "Pre-Contractual Statements") and which are not set out in these Terms and Conditions. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

13. GOVERNING LAW AND JURISDICTION

13.1. These Terms and Conditions and any dispute arising out of or in connection with them or their subject matter or formation shall be governed by, and are to be construed in accordance with, Jersey law.

13.2. You agree to submit to the exclusive jurisdiction of the Jersey courts.