

# API Usage Policy

Version : 1.1

Revised : 28 July 2021



## 1. Scope

This acceptable and fair use policy (“**Usage Policy**”) applies to your use of all services provided by TeletracNavman UK Ltd (“**TeletracNavman**”). This Usage Policy is in addition to any usage limits included in any other products or services supplied by TeletracNavman or as otherwise agreed with you. By using any of our API’s or other programmatic interfaces you agree to this API Usage Policy.

## 2. Definitions

The following terms shall have the following meanings:

“API” means any programmatic interface made available by TeletracNavman including, but not limited to, the TN360 API and the Director API.

“Stored Data” means any data presented to the API for storage by API’s platform.

## 4. API Rate Limits:

Any applications that access the API must not place unreasonable load on TeletracNavman servers. TeletracNavman, at its discretion, may utilise an automatic rate limiting provision. Where the rate limiting provision is applied:

- Rate of allowed calls may adjust dynamically as more concurrent and/or expensive requests occur.
- When the rate limit is exceeded, API requests will fail. Rate limiting is enforced using a combination of source IP address and/or access token.

If an application or user regularly exceeds the API rate limits or uses a disproportionately large number of high-impact requests, the access tokens may be revoked, or other measures may be taken to ensure the stability of the system, including TeletracNavman’s right to suspend or terminate your account.

## 5. Prohibited Materials

You must ensure that when using any of our services, the API or submitting Stored Data you do not and do not allow any third party to, display, store, process or transmit:

- any material which is defamatory of any person;
- any material which is obscene, offensive, hateful, inflammatory, discriminatory, promotes violence or is sexually explicit;
- any material which may infringe any copyright, database right, trademark or any other intellectual property right of any other person;
- any material which is likely to deceive any person;
- any material which is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- any material which promotes any illegal activity;
- any material which is threatening, abuse or invade another’s privacy, or causes annoyance, inconvenience or needless anxiety;
- any material which is likely to harass, upset, embarrass, alarm or annoy any other person;
- any material which is used to impersonate any person, or to misrepresent your identity or affiliation with any person;

- any material which gives the impression that emanates from TeletracNavman unless this is the case.

## **6. Prohibited Use**

You may use our services only for lawful purposes. You may not use our services:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- for any emergency operations within any emergency response organisations, including but not limited to: law enforcement agencies such as the police force, fire rescue services, military and defence organisations, disaster response organisations; emergency medical services such as ambulance services, air ambulance services and water rescue, or public health care bodies.

## **7. Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of this Usage Policy through your use of our services. When a breach of this policy has occurred, we may notify you of such breach and may work with you to reduce your usage so that it conforms with this Usage Policy and take any other action as we deem appropriate.

Failure to comply with this Usage Policy constitutes a material breach of the terms of use upon which you are permitted to use our services, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our services;
- immediate, temporary or permanent blocking of your IP addresses;
- immediate, temporary or permanent removal of any posting or material uploaded by you;
- issue of a warning to you;

legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or disclosure of such information to law enforcement authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of this Usage Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **8. Changes to the Acceptable and Fair Use Policy**

We may revise this Usage Policy at any time by amending the version of this page on our website. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Usage Policy may also be superseded by provisions or notices published elsewhere on our website