COELITION SDK LICENCE

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You should retain a copy of this Licence for future reference.

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1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the SDK and the Documentation in the UK on the terms of this Licence.

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- receive and use any free supplementary SDK code or update of the SDK incorporating "patches" and corrections of errors as may be provided by us from time to time; and
- use any Documentation in support of the use permitted under this Licence.

2   RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
- not to use the SDK or Documentation for any purpose other than the development and/or testing of applications which use and comply with the Coelition standard (as such standard is described at https://www.coelition.org);
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the SDK or Documentation;
- to include our copyright notice on all entire and partial copies of the SDK in any form; and
- not to provide, or otherwise make available, the SDK in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us.

3   PRIVACY AND CONSENT

3.1 If you use any of the APIs included in the SDK to retrieve data relating to any living individual, before you can use any of the SDK APIs in this way, you must secure that individual's explicit consent for your intended use of their data.

3.2 You agree not to call any of the APIs included in the SDK for any purpose other than the development and/or testing of applications which use and comply with the Coelition standard (as such standard is described at https://www.coelition.org).

3.3 You acknowledge and agree that:
- the SDK employs unique identifiers which you may then link to, or use with, the personally identifiable information of individuals; and
- you shall comply with all applicable privacy and data protection laws in respect of such use, and in particular (but without limitation) you shall obtain the necessary consents from affected individuals in respect of any processing of their personally identifiable information.

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4.1 You acknowledge that all intellectual property rights in the SDK and the Documentation throughout the world belong to us and/or our licensors, that rights in the SDK are licensed (not sold) to you, and that you have no rights in, or to, the SDK or the Documentation other than the right to use them in accordance with the terms of this Licence.

4.2 You hereby grant us a non-exclusive, perpetual, royalty free, sub-licensable licence to use any modification or adaptation to the SDK created by you, in source and object code form, including (but not limited to) the integration of such modification or adaptation into future releases of the SDK.

4.3 You acknowledge that you have no right to have access to the SDK in source code form or in unlocked coding or with comments.

5 LIMITED WARRANTY

5.1 The SDK is provided on an "as is" basis, without warranty of any kind, express or implied, including but not limited to the warranties of fitness for a particular purpose and non-infringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the SDK or the use or other dealings in the SDK.

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6.1 We shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence 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 indirect or consequential loss or damage.

6.2 Nothing in this licence shall limit or exclude our liability for:
- death or personal injury resulting from our negligence;
- fraud; or
- fraudulent misrepresentation.

7 TERMINATION

7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2   Upon termination for any reason:
- all rights granted to you under this Licence shall cease;
- you must cease all activities authorised by this Licence; and
- you must immediately delete or remove the SDK from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the SDK then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8 OTHER IMPORTANT TERMS

8.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

8.2 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

8.3 This Licence, its subject matter and its 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.