



## AURIN Open API - Terms of Use

The Australian Urban Research Infrastructure Network (**AURIN**) provides researchers, policy makers and decision makers access to datasets and services. AURIN developed this open application programming interface (**Open API**) to allow developers to develop user interfaces, such as mobile phone applications, web-applications and desktop GIS packages, to access Data through the API.

The University of Melbourne as AURIN's lead agent, administers, operates and controls AURIN. The Open API and all Open API-related documentation, software and material provided or made available to you by AURIN, but excluding Data, (collectively, the **Open API Materials**) is copyright © The University of Melbourne 2011 – 2016. For the avoidance of doubt, the Data is owned by the data provider.

These terms govern your use of the Open API Materials as a developer of the Open API (**Terms of Use**). They describe the ways in which you can use the Open API materials and the datasets and e-tools made available through the Open API. We may make changes to these terms of use by publishing them on our website. The current version of the terms are available [here](#). These terms of use should be read together with AURIN's [Copyright and Attribution page](#) and AURIN's [Privacy Policy](#).

**Please read these Terms of Use carefully before using the Open API.**

**If you do not accept these Terms of Use, you may not use the Open API.**

### 1 Interpretation

In these Terms of Use, a reference to '**Data**' means any information, data or other material accessible through the Open API, and includes facts, geographic and location-based information, statistical or survey information, compilations and research results, whether in text or any other form. A reference to a '**dataset**' means a particular sub-collection of Data which can be identified in the Open API by reference to its provider.

### 2 Access

Access to the Open API is not restricted at this time, however AURIN reserves the right to deny you access if you do not comply with these Terms of Use. AURIN also reserves the right to introduce access restrictions in the future.

### 3 Open API Materials Licence

We grant you a non-exclusive, revocable licence to access the Open API and to use the Open API Materials on the terms set out in these Terms of Use.

You agree and acknowledge that AURIN or third parties may independently create applications or other products or services that may be similar to or competitive with the application or purpose for which you intend to use the Data. Nothing in these Terms of Use will be construed as restricting or preventing AURIN or any third party from creating and fully exploiting any applications or other products or services, without any obligation to you (including but not limited to any obligation to inform you of such development or exploitation).

### 4 Creative Commons Licence

AURIN supports open data, and does its best to obtain Data under Creative Commons Public Licences. The OpenAPI currently provides access to Data licensed under Creative Commons Attribution (**CC BY**) licences. There are three CC BY licences under which the dataset may be licensed in the AURIN API – [CC BY 2.5 AU](#), [CC BY 3.0 AU](#) or [CC BY 4.0](#). It is important that you read the terms of the CC BY licence that applies to the dataset (**Relevant CC BY Licence**). The metadata associated with each dataset will state which CC BY licence applies, and will provide a link to the Relevant CC BY Licence. You can find the metadata of the datasets available through the OpenAPI [here](#).

Each of these CC BY licences require you to give appropriate attribution, provide a link to the licence, and indicate if changes to the data were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use. You cannot apply any legal terms or technological measures that legally restrict others from doing anything the Relevant Licence permits.

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## 5 Attribution

You must properly attribute the Data in accordance with the requirements of the Relevant CC BY Licence. Where a dataset does not require a specific attribution, please include the following attribution in any publication incorporating such data:

*[Data Source Organisation], ([Year]): [Dataset Title]; accessed from AURIN Open API [AURIN Open API hyperlink] on [date of access]*

If you are unsure how to properly attribute a particular dataset, please contact us by emailing [data@aurin.org.au](mailto:data@aurin.org.au).

## 6 Requirements for Your End Users

You must ensure users of any product you develop utilising the Data comply with the terms of the Relevant CC BY Licence.

You are required to provide the terms of the Relevant CC BY Licence to your end users.

## 7 Ownership of Intellectual Property

You acknowledge and agree that, other than the licence granted in paragraph 3 of these Terms of Use, all rights, title and interests (including any intellectual property rights) in and to the Open API Materials, including, in each case, any right, title, or interest (including any intellectual property rights) subsisting in any improvements to such materials, will at all times remain owned by the University of Melbourne or its licensors and nothing in these Terms of Use is intended to transfer any right, title, or interest (including intellectual property rights) to you.

The Data is owned by the data provider. Any modifications you make to the Data are governed by the terms of the Relevant Licence.

## 8 Disclaimer

We do not warrant that Data is accurate, complete or up-to-date, or that its use will not infringe any third party rights. Data comes from a number of third party data providers and those data providers are responsible for their particular datasets. Your use of Data is at your own risk. You should check the accuracy, completeness and currency of any dataset with the relevant data provider before relying on it. Please notify us if you think any Data is inaccurate, incomplete, unreliable or out of date by emailing [admin@aurin.org.au](mailto:admin@aurin.org.au).

You agree and acknowledge that, to the extent permitted by law (including the Australian Consumer Law if applicable), we:

- do not represent or warrant that the Open API Materials are free from errors or omissions, or that they are exhaustive;
- do not represent, warrant or accept any liability in relation to the availability, reliability or quality of the Open API Materials; and
- disclaim any warranties, representations or endorsements, express or implied, with regard to the Open API or the Data, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 9 Warranty

You represent and warrant that you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute any product you develop utilising the Data, and that a third party of that product will not violate the rights of any third party or any law.

## 10 Indemnity

To the extent permitted by law, you indemnify AURIN, the University of Melbourne and its related bodies against any claim, loss, damage, liability, cost or expense that you may incur arising out of:

- a breach of these terms;
- your use of the Open API Materials; or
- your use of the Data.

## 11 External websites

We sometimes provide links to external websites. We do not accept responsibility for, or endorse the content of, those sites.

## 12 Copyright notices

If you believe that any Data or the Open API infringes your copyright, please refer to our [Take Down Notice](#) or notify us by emailing [data@aurin.org.au](mailto:data@aurin.org.au).

### 13 Privacy

Data is generally provided in an aggregate or anonymised form. However, it may be possible to identify an individual from the Data (for example, by combining datasets or analysing data). You must not use the Data in a manner that interferes with the privacy of an individual.

The ways in which we collect, use, hold and disclose personal information is set out in our [Privacy Policy](#).