

# API TERMS OF USE POLICY

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**POLICY NAME** API Terms of Use Policy

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**Owner** ELEXON

**Review date** 29 July 2014

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## 1. Introduction

- 1.1 The Balancing Mechanism Reporting Service (BMRS) is the primary channel for providing operational data for the GB Electricity Balancing and Settlement arrangements to market participants. These include generators, energy suppliers and wholesale traders, plus third parties such as data providers, industrial and commercial end users, research institutions and universities.
- 1.2 With the redevelopment of the BMRS platform, ELEXON Limited (we) are pleased to be introducing a set of Application Programming Interfaces (APIs) which will enable market participants (you) to retrieve BMRS data. The BMRS API is made available to market participants without charge to improve the service and ensure access to all users across the market. The API terms of use are designed to protect the overall service provided via the BMRS.
- 1.3 By using the API, you accept and agree to be bound by the terms set out in this document. Note that the terms set out in this document are only restricted to the use of the API; users will also have to comply with the BMRS website terms of use.
- 1.4 Participants who are **NOT** parties to the BSC are also required to accept the BMRS licence terms should they wish to use the BMRS data. For the avoidance of doubt, if you are a BSC Party you are entitled to use the BMRS data under the terms of the BSC and you do not need to accept the licence terms.
- 1.5 The terms set out are relevant to retrieval of data via the BMRS REST API. It does not apply to the submission of REMIT<sup>1</sup> data via the ELEXON Portal.

## 2. Review of the Terms

- 2.1 ELEXON reserves the right to provide updates to the API Terms of Use policy and change the terms contained in the document. Updates to the policy will be notified to the relevant BSC Panel Committee, the Imbalance Settlement Group (ISG) and communicated on the ELEXON website.
- 2.2 The API Terms of Use policy will be under version control and the latest version will supersede the previous versions. You understand and agree that if you use the API after the date on which the terms have changed, we will treat your use as acceptance of the changed Terms of Use. If a change is unacceptable to you, you may terminate this agreement by ceasing use of the API.

## 3. Registration and Access to API

- 3.1 Once you have accepted the Terms of Use and, if applicable, the data licence as per paragraph 1.4, you will be required to create an account on the ELEXON Portal ([www.elexonportal.co.uk](http://www.elexonportal.co.uk)). Once the account is authorised, an API Key will be created which will be required to access the API. You may only access the API with the key provided to you by ELEXON.

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<sup>1</sup> Regulation on wholesale energy market integrity and transparency

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3.2 You will not disclose the API Key to any person and will be responsible for ensuring the API key is kept secure. If you become aware of any unauthorized use of your key, you agree to notify ELEXON immediately via the BSC Service Desk.

3.3 ELEXON reserves the right to revoke your API key should any aspect of the Terms be breached.

## 4. Changes to API

4.1 All APIs which will be made available will be versioned. ELEXON may introduce additional APIs and will endeavour to provide reasonable notice of any new API URL. Where Industry Changes (Modifications or Change Proposals) result in modification of an existing API URL, ELEXON may cease to support older versions. In such cases, this will be managed and communicated under the governance set out with the Change Proposal/Modification process. Generally older versions of the APIs will remain functional, but invoking the older version of the API not bring back any data that has been added or altered in the new version.

## 5. Monitoring and Management of API Use

5.1 By using the API, you agree that ELEXON has the right to monitor your usage and ensuring the API is being used appropriately; examples of misuse include but are not limited to:

- An API is not being used as intended – for example a RESTful webservice being invoked continuously for the same data set, i.e. invoking the API more than once in a half hour period for data that is only updated on a half hourly basis.
- Unauthorised use of an API key (e.g. using another user's key)

5.2 ELEXON reserves the right to take actions necessary to ensure performance of the BMRS is not impacted by limiting the access for persistent misuse of the API service. Extreme cases may result in revoking the key for that user.

5.3 Additionally, API requests may be capped as ELEXON deems appropriate, for example limiting the number of rows of data returned. The limit for capping will be configurable as part of the API design.

5.4 Note that a valid API key is also required to submit REMIT messages to the ELEXON Portal. This requires an additional privilege to ensure that only suitable authorised users are able to submit such messages for publication. In order to ensure that any breach of these terms of use do not affect your ability to submit REMIT messages, ELEXON advises against using the same API key for both submitting and receiving data.

## 6. Support

6.1 ELEXON will provide a guidance document that will provide you with details on how to use the API and the process required to access to API.

6.2 ELEXON will ensure that the API is functional and has no obligation to provide support beyond providing the API Key, registration and access. Any technical assistance as a result of the API integration within your business processes will be your responsibility.

## 7. Liability

7.1 No warranty is made as to the availability of the API, or that the functions used or materials accessible or downloaded from it will be accurate, uninterrupted or free of errors, viruses or other harmful components.

7.2 Without limitation to the foregoing, to the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

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- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage of any kind, however arising incurred by any user in connection with our API or in connection with the use, inability to use, or results of the use of our API even if such loss is foreseeable.

7.3 The above exclusion does not affect our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

## 8. Termination

8.1 ELEXON reserves the right to terminate the usage of the API without notice or recompense.

## 9. Applicable Law

9.1 These Terms of Use, 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.