



Terms of Use

Australian Bureau of Statistics Indicator API

Read carefully before requesting access to use the Australian Bureau of Statistics Indicator Application Programming Interface ('API'). The following Terms of Use apply to You and by installing, accessing, or otherwise using the API, You hereby accept and agree to be legally bound by ALL of the terms and conditions set out in these Terms of Use.

These Terms of Use are entered into between the Commonwealth of Australia as represented by the Australian Bureau of Statistics (ABS) and the person or organisation using the API ('You').

1. Definitions

ABS Confidential Information	means information You access under these Terms of Use that is by its nature confidential or which You know or ought to know is confidential or which the ABS designates as confidential but does not include any information that is or becomes independently known to You otherwise than through a breach of these Terms of Use.
ABS Indicator API	web-based application programming interface developed by the ABS, facilitating access to key economic indicators for Australia.
API	the ABS Indicator API.
API Key	an alpha numeric sequence (key) which the ABS provides to You, upon Request, to enable use of the API.
API Request	request for statistical information made to the API, also known as an 'API call'.
Commencement Date	means the date that the ABS provides the API Key to the Licensed User
Intellectual Property	all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trademarks (including unregistered marks), business and company

	names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding moral rights.
Licensed User	the responsible person or organisation ('You') specified in the Request.
Moral rights	has the same meaning as the term has under the <i>Copyright Act 1968</i> .
Request	the request form or email sent by You requesting access to the ABS Indicator API.
Request Rate Limit	means the number of data requests or transactions per second that can be made to the API by You.
Terms of Use	these terms of use.
You	(a) the person accessing and using the API under these Terms of Use (b) where the person is acting on behalf an organisation, both the person and the organisation (including other persons from the organisation) who are accessing and using the API under these Terms of Use.

2. Provision of access to the API

2.1. Conditions of use

The ABS grants You a fee free, non-transferable, non-exclusive licence to use the API on the terms and conditions set out in these Terms of Use.

2.2. Access

2.2.1. The ABS will facilitate access by You of the API through provision of an API Key.

2.2.2. You must treat the API Key as ABS Confidential Information and must take all reasonable measures to protect the API from unauthorised use or disclosure.

2.2.3. You accept full responsibility for all activities that occur through the use of your API Key once it has been issued to You.

2.2.4. You must take all such security and other measures necessary to ensure that the API Key is only used by You and that no third parties have access to it unless required by law.

2.2.5. You agree to comply with any security requirements which the ABS may notify You of from time to time.

2.2.6. The ABS reserves the right to withdraw your access to the API for any reason, at any time, without notice, including without limitation where the ABS considers that You are undertaking activities that put at risk the successful performance of the API or other ABS systems or resources, where You are using or suspected of using the API contrary to any of these Terms of Use, or where You have not accessed the API for a period of 6 months.

2.2.7. You acknowledge and agree that if the ABS withdraws your access to the API for any reason, the ABS will not be liable to compensate You for any corresponding or consequential direct or indirect losses, costs, damage or liability suffered or incurred by You.

2.3. Use of the API

2.3.1. The ABS will impose a Request Rate Limit applicable to use of the API on a 'per API Key' basis.

2.3.2. Where the ABS considers it appropriate, it will make the Request Rate Limit available to You.

2.3.3. While the ABS will endeavour to give prior notice to You of any change to a notified Request Rate Limit, You acknowledge that the ABS is not obliged to do so.

2.3.4. The ABS reserves the right to change:

- a. the structure of the data response to an API request, including by changing the dataset size, shape and scope of the data response, or
- b. the structure or signature of API requests.

2.3.5. While the ABS will endeavour to give prior notice to You of any of the changes described in clause 2.3.4 above, You acknowledge that the ABS is not obliged to do so.

2.3.6. You accept full responsibility for the manner in which You set up your API requests including where this results in incorrect data or no data being returned.

2.4. Uses of the API not permitted

2.4.1. You must not:

- a. access or attempt to access ABS data, systems or resources that You are not authorised to use, including unauthorised intrusion into any part of the ABS' IT systems or resources;
- b. engage in any act or transmit any data that may adversely impact the API, ABS' IT systems or other resources;
- c. attempt to bypass any security controls;
- d. directly or indirectly use the API or ABS' IT systems in a manner that encumbers disk space, processors or other system resources;
- e. interfere with the functionality of the API or ABS' IT systems, overload the API or ABS' IT systems or attempt to disable them, including without limitation through a 'Denial of service' attack;
- f. attempt to use the API or ABS' IT systems without authorisation or in an unauthorised manner;
- g. transmit any file with malicious content;
- h. use the facilities and capabilities of the API or ABS' IT systems or resources to conduct any illegal activity or solicit the performance of any illegal activity;
- i. attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of ABS' IT software or systems; or

- j. interfere or attempt to interfere with the rights of others to use the API or ABS IT systems or resources.

2.4.2. Any breach of clause 2.4.1 may result in a temporary or permanent ban by the ABS on You accessing the API or other ABS systems.

2.5. Monitoring Use

2.5.1. You consent to the ABS monitoring and collecting data on your usage of the API including without limitation for service improvement, evidence of misuse, and attempted or actual security breaches.

2.5.2. You consent to the ABS using and disclosing the data collected under clause 2.5.1 for ABS' internal use only, or for disclosure externally if required by law.

3. Duration of Licence

3.1. The Terms of Use will apply on and from the Commencement Date and continue until terminated in accordance with clause 3.2.

3.2. These Terms of Use may be terminated for convenience, by the ABS or by You, by written notice by the ABS or You as appropriate, to the other, including following a withdrawal of access as described in clause 2.2.6.

3.3. Upon termination of these Terms of Use, You shall immediately cease to use the API.

4. Delivery

4.1. The ABS will deliver the API Key to You via your nominated email address as soon as practicably possible following receipt your Request.

5. Intellectual Property Rights

5.1. You acknowledge that the intellectual property of the ABS Indicator API and all information contained within the API, including but not limited to statistical data and describing metadata, vests in the Commonwealth of Australia, as represented by the Australian Bureau of Statistics.

5.2. You acknowledge and accept that any material and data contained within the API is subject to the terms of the "ABS Copyright notice" and "Attributing ABS material" notice available on the ABS website at www.abs.gov.au.

6. Limitation of Liability

6.1 Subject to clause 6.5, the ABS makes no warranties or representations that:

- a. information available via the API is error free
- b. data releases in the API will be received by You in a manner that is reliable, timely, uninterrupted, up-to-date, current or that the data releases will otherwise meet your requirements
- c. the API or data releases in the API will be available at the time You require
- d. the API Key, ABS IT systems or resources supporting use of the API by You will be operational, available or accessible at any given time

and the ABS shall not be in any way liable for any loss, damage or injury suffered by You or any other person or corporation consequent upon the use of the API or the existence of errors in the API.

- 6.2. For the avoidance of doubt, while the ABS will seek to inform You of any event or outage that might materially affect your use of the API or access to data releases in the API, the ABS will not be liable for any corresponding delays to transactions or disruption to your business or operations arising directly or indirectly from any such event or outage (whether or not the event or outage was notified to You by the ABS in a timely manner or at all).
- 6.3. You must promptly notify the ABS if You discover or suspect any error or malfunction in the API, API Key or related ABS IT systems or resources. In such an event, You agree to promptly provide to the ABS information and details regarding any error or malfunction of the API, API Key or related ABS IT systems or resources to the extent reasonably necessary to identify, confirm or investigate and rectify any such error or malfunction (including where relevant any details of your operating environment).
- 6.4. You agree to indemnify the ABS in respect of all liability for loss, damage or injury which may be suffered by any person in connection with these Terms of Use or use of the API.
- 6.5. Subject to conditions or warranties implied by law which are incapable of exclusion, restriction or modification or where to do so is illegal or would render any provision of the Terms of Use void:
 - a. no condition or warranty is given, and no representation is made by the ABS in relation to the quality, fitness, suitability for any purpose or otherwise, or
 - b. our liability to You for a breach of any condition or warranty is limited to, the replacement of the API.
- 6.6. The provisions of this clause 6, together with any other provision which expressly or by implication from its nature is intended to continue, survive termination of these Terms of Use.

7. General

- 7.1. Unless otherwise indicated in these Terms of Use represent the entire understanding and agreement regarding the API and supersede any prior proposal, representation or written or oral agreement.
- 7.2. These Terms of Use may be modified by the ABS at any time, in this circumstance an updated version of the Terms of Use will be made available to You.
- 7.3. Failure or delay by the ABS in enforcing any provision of these Terms of Use does not mean that the ABS no longer regard that provision as binding. A waiver

by the ABS of a provision of these Terms of Use shall not constitute a waiver of any other breach of these Terms of Use.

- 7.4. You may not assign, either in whole or in part, the benefit or burden of these Terms of Use without prior written consent of the ABS.
- 7.5. If any provision of these Terms of Use is unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of these Terms of Use.
- 7.6. These Terms of Use shall be governed by, and construed in accordance with, the laws of the Australian Capital Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of that Territory.

8. Acceptance of these Terms of Use

- 8.1. When You accept these Terms of Use by completing the Request for access to the API, You agree that You are legally bound by these Terms of Use.
- 8.2. If You are an individual accepting these Terms of Use on behalf of an organisation, You warrant and represent to the ABS that You are properly authorised by the organisation You represent to enter into, and to be legally bound by, these Terms of Use.
- 8.3. If You are a non-corporate Commonwealth entity (as defined by the *Public Governance, Performance and Accountability Act 2013* (Cth)) the ABS acknowledge these Terms of Use are not legally enforceable provided that You agree to comply with the Terms of Use as if you were agreeing to a non-binding Memorandum of Understanding (MOU).

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