OpenCorporates

Website Terms of Use

Please note: These Terms of Use are no longer current and were replaced on 18th August 2023

The goal of the OpenCorporates website, its API, and associated websites ("OpenCorporates") is to improve access to and quality and understanding of data about companies, under a licence that encourages reuse. In short we want you to use our data, for a public purpose, for journalism, for academic research, for other great open data websites and services, and also commercially.

We are strong champions of open data, and of business models that support and encourage open data. OpenCorporates is published by OpenCorporates Ltd, a company limited by shares and registered in England under company number 07444723 ("we", "us", "our"). These are the terms on which we make OpenCorporates website available to you. We have tried to put them in plain language as far as possible, but unfortunately a certain amount of legalese is necessary.

We offer free access to our website and API, and also paid-for access to our API. If you have agreed to a paid-for contract for use of the API, these terms and conditions supplement that contract and, in cases of conflict, the wording of the paid-for contract will take precedence.

Disclaimers and Limitation of Liability

The data on companies that is available through OpenCorporates ("company data") is drawn from many different government sources. In some cases the source data have errors which we have not yet detected and in other cases the data has been

provided in very complex and impenetrable formats, which may have given rise to errors in the way it is presented on OpenCorporates.

Therefore we cannot make any promises as to the quality of company data. You use the company data entirely at your own risk.

For this reason, and because OpenCorporates is made available without charge, we limit our liability as follows.

OpenCorporates is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Under no circumstances will we be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of OpenCorporates regardless of the form of action.

We do not warrant that functions contained in OpenCorporates content will be uninterrupted or error free, that defects will be corrected, or that OpenCorporates or the servers that make it available are free of viruses or bugs.

Your use of OpenCorporates

Our goal is to make company information widely available and available for reuse, and because of that we not only do not charge for use of the site, we also provide an API to allow easy access to the underlying data under an open licence. However, we do need to ensure that we can continue to provide the service for the benefit of all, and so need to place certain restrictions on use of site. For example, "scraping"

imposes an unreasonable demand on our servers, and is unnecessary because of the open-data API we provide. Therefore you must not scrape the OpenCorporates website to extract data, and if you wish to make use of company data in bulk, then you should make use of the OpenCorporates API (see "Use of the API" below), or contact us.

We do not use the robots exclusion protocol to prevent the scraping of our site, because we wish other forms of web crawling – such as by search engines – to be possible. The absence of a robots.txt file does not mean we permit arbitrary scraping.

For this reason, and others (e.g. abuse, spam, high-volume usage, etc), we may have to forbid use of OpenCorporates in some circumstances. You may not use OpenCorporates if we have previously forbidden you to do so, nor may you do so on behalf of someone else we have forbidden from using OpenCorporates. Access to OpenCorporates in these circumstances may constitute a criminal offence under section 1 of the UK Computer Misuse Act 1990. We will consider prosecuting individuals or companies who access our site when forbidden to do so.

Use of the OpenCorporates API

The OpenCorporates API may be used either with or without an API key. Use of the OpenCorporates API with an API key allows a greater number of requests in a given period (e.g. hour, day). Use of the OpenCorporates API without an API key is designed to allow the data to be used in widgets and other client-side applications, or for the development stage of applications that are not yet ready to launch, and is intended for light usage only.

API keys are available in two ways: free of charge to anyone legitimately working on a project that will contribute back to the open-data community ("share-alike API keys"), and for a fee under our non-share-alike API terms ("non-share-alike API keys"), for example for use in commercial or proprietary applications.

If you try to get around our restrictions on the use of the OpenCorporates API, for example by applying for multiple API keys using different email addresses, or for making multiple requests using different IP addresses, we may block your access to the site without warning and we may take legal action against you.

All share-alike API keys will require evidence (for example, the URL of the service or website) that you are making good use of the OpenCorporates API and that you are, in some way, contributing data or services back to the community under an open licence. If you cannot supply such evidence (e.g. you are a journalist working on a story that you cannot yet make public), you need to give us the reason.

The OpenCorporates database

The OpenCorporates database is licensed under the Open Database License. A plain language summary of the ODbL is available on the Open Data Commons website.

We source the information in our databases from government and other sources through a variety of means including: directly from government websites and APIs, from publicly available datasets, or through Freedom of Information requests. We spend a lot of time, effort, and even money in getting this data and turning it into a workable and highly usable resource.

We do not claim any rights over the information we receive from our government sources, and attribute them whenever possible. This is known as the "Contents" in the ODbL license.

We do however claim rights over our database of this information.

The ODbL requires you to attribute your use of our database. This is important as it allows us (and in turn the community) to benefit from reuse of our work, and so allows us to continue to provide this service. Use of any data must be accompanied by a hyperlink reading "from OpenCorporates" and linking to either the OpenCorporates homepage or the page referring to the information in question. The

URL for this is returned in most API calls and if you are making use of the API we we would expect you to use the latter form.

The attribution must be large and clear enough to be clearly associated with the usage, and must in all cases be no smaller than 70% of the largest font relating to the information or 7px, whichever is the larger. If you are making the information available via your own API you need to make sure your users comply with all these conditions, and if the information from OpenCorporates forms the substantial part of the web-page, you should use the rel-canonical tag to indicate to search engines that the OpenCorporates page for the company is the core page for this topic (otherwise open data websites risk getting into SEO battles).

Citing us in a report or mentioning the source in a newspaper article you write directly supports our work and allows us to create great databases.

The ODbL also requires you to share any improvements you make to our databases under the ODbL as well. For example, if you combine the information with your own data, the resultant information must be published under the Attribution Share-Alike ODbL. This means that the whole community can benefit from both of our work on the database.

If you wish to use the database, or part of the database, without one or more of these restrictions, please contact us for a non-share-alike licence.

Copyright over site content

The content of the site that has been produced or generated by OpenCorporates is covered by the CreativeCommons Share-Alike By Attribution licence. This does not cover the database (see above).

Permissions beyond the scope of this licence may be available. Please contact us if you think you may need additional permission.

Site software

Please note that site software for our sites do not fall under this license or this copyright policy. We often use open-source software, and for more on the software we use, you should visit their respective homepages.

Fair dealing, Fair use, and other exceptions to copyright

law

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Content on our site and third party copyright

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If you see anything that you think shouldn't be here, let us know here.

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Use of the names OpenCorporates or any site logos are not covered by this licence.

Privacy

Please read our detailed User/Cookie Privacy Policy which sets out how we manage your personal data in compliance with the General Data Protection Regulation ("GDPR") which applies across the European Union (including in the United Kingdom).

With respect to personal data contained within gazette notices, please read the additional privacy policy for OpenGazettes.com.

Feedback

That's pretty much it. If you have any questions, get in touch via our help desk.

Thank you. The OpenCorporates team.