Terms and Conditions for accessing and using the ICAO Carbon Emissions Calculator (ICEC) Application Programming Interface (API)

Please read these Terms and Conditions carefully:

The following Terms and Conditions shall apply to access and use of the ICEC API (hereinafter "the Service") and the information contained therein (hereinafter "the APIs"). By clicking "I Accept" or by taking any steps to access or use the Service or the APIs, you agree to be bound by all of the Terms and Conditions set out below. ICAO reserves the right at any time to suspend or terminate without compensation access to and use by any Subscriber or Authorized User of the Service or the APIs if there are reasonable grounds to conclude a breach of these Terms and Conditions has occurred.

Definitions:

In these Terms and Conditions, the following terms shall have the meanings ascribed to them in this section:

"APIs" refer to the collection of datasets provided by ICAO through the ICEC API.

"Authorized User" means an employee of a Subscriber expressly authorized by the Subscriber to access or use the Service and/or the APIs.

"ICEC API" or "the Service" refers to a web-based system that comprises a quick and convenient interface to APIs. By using the different APIs made available in the ICEC API, users are able to carry out online safety, efficiency and risk analysis through interactive, easily understood and user-friendly charts and maps.

"Subscriber" means an individual or an organization holding a valid subscription to the Service or to an API provided by ICAO through the Service

"Unauthorized Person" means any person who is neither a Subscriber nor an Authorized User.

Subscriber and Authorized User understand and acknowledge that the ICEC API represent the average performance of an aeroplane "as operated" meaning that they are based on publicly accessible data. The flight emissions may not reflect actual aeroplane performance based on individual and unique conditions, such as, but not limited to operational/ATM (in) efficiencies (both lateral and vertically), weather impacts, individual aeroplane operator policies (e.g. Cost Index) etc. In addition, Aircraft Type Designators, as defined in ICAO Doc 8643, can include several aircraft Models for the same ICAO Aircraft Type Designator. Finally, as the database of operations and fuel data that underlie the ICEC is being developed and changes over time, some aircraft types are based on relevant and equivalent aircraft types. As a result, any comparison between ICEC API estimations for aeroplane types would be inappropriate and is therefore not recommended.

1. Permitted Use. Access to and use of the Service and/or the APIs is hereby granted to the Subscriber and Authorized User solely for the purpose of non-commercial use and within their organization.

2. Restrictions on Use. The Subscriber and Authorized User shall not: rent, lease, license, sublicense or sell the Service or the APIs, including the technical documentation for the implementation of, and the credentials for accessing, the Service and the APIs; or create derivative works from the Service and the

APIs for commercial purposes. Without prejudice to the generality of the foregoing, Subscribers and Authorized Users shall not:

    a. make printouts or copies of the Service or APIs for distribution to Unauthorized Persons;

    b. re-sell the Service or the APIs or any part thereof to others;

    c. make the Service or any of the APIs available to Unauthorized Persons;

    d. abstract, download, store, reproduce, transmit, display, copy, distribute or use the Service or the APIs other than as permitted by paragraph 1 above;

    e. decompile, disassemble or reverse engineer any of the software programmes, databases or other systems used by ICAO to provide the Service or the APIs;

    f. use the Service, or any of the APIs available on the Service: for any illegal purpose; to send, post or allow the posting of information which is defamatory or obscene or which violates the legal rights of others; or to send any unsolicited promotional or advertising material or any bulk messages which may interfere with the provision of the Service and the APIs or their use thereof by others; or

    g. publish any part of the Service or the APIs without the prior written authorization of ICAO.

3. Passwords and Security. Any passwords issued by ICAO shall be used exclusively by Subscribers and Authorized Users to access the Service and the APIs:

    a. no such passwords may be made available to an Unauthorized Person for the purpose of accessing or using the Service or the APIs;

    b. if ICAO suspects that a password is being used by an Unauthorized Person the password may be cancelled.

4. Content. ICAO may in its sole discretion modify the content of or limit, suspend or discontinue the Service and any of the APIs at any time, with or without notice. ICAO shall use its best efforts to ensure that the Service and the APIs are periodically updated.

5. Intellectual Property Rights. All intellectual property rights in the Service (in both machine readable and printed form) belong to ICAO or its third party licensors. Subscribers and Authorized Users expressly undertake not to use the Service or the APIs in any way that infringes the intellectual property rights therein belonging to ICAO or third party licensors. Subscribers and Authorized Users shall not obscure or remove any copyright notices that appear on the Service or the APIs.

6. No Warranties. The Service and the APIs are made available to Subscribers and Authorised Users "as is," without warranty of any kind whether expressed or implied, including, without limitation, fitness for a particular purpose and satisfactory quality. Without limiting the generality of the foregoing, Subscribers and Authorized Users accept that the Service and the APIs may not meet the requirements of Subscribers and Authorized Users and are not guaranteed to operate error free.

7. Limitation of Liability. Access to and use of the Service and the APIs by Subscribers and Authorized Users shall be at their own risk. ICAO shall not be liable for any loss or damage however caused, including, but not limited to, errors or omissions in the Service or the APIs, inaccurate transmission or misdirection of data, resulting from the use or inability to use the Service or the APIs, from any action or decision based on information obtained through the Service or the APIs. ICAO accepts no responsibility or liability whether direct or indirect, as to the currency, accuracy or quality of information obtained through the Service or the APIs, or for any consequences arising from its use even if ICAO has been advised of the possibility of such consequences. This limitation shall apply whether the alleged liability is based on contract, tort, or any other basis. ICAO shall use its best efforts to minimize the occurrence of interruptions in the availability of the Service or the APIs caused by circumstances within its control. ICAO's liability for such interruptions shall not exceed the amount paid by the Subscriber or Authorized User for access to the Service or to the APIs pro-rated in accordance with the period of non-availability. ICAO shall not be liable for any interruptions in the availability of the Service or the APIs caused by circumstances outside its control. In such cases, ICAO shall use reasonable efforts to have the Service or the affected APIs reinstated with dispatch.

8. Indemnification. Subscribers and Authorised Users agree to indemnify, save, defend and otherwise hold harmless ICAO, its officers, employees and agents from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, or relating to, or resulting from their use of the Service or the APIs.

9. Privileges and Immunities. Nothing contained herein shall be construed as a waiver of the privileges and immunities of ICAO and its officials.

10. Termination. ICAO may terminate with immediate effect access to and use of the Service and the APIs granted hereunder and take any measures deemed necessary if Subscribers or Authorized Users fail to comply with the present Terms and Conditions.

11. Settlement of Disputes. Any dispute arising out of or relating to the interpretation or implementation of these Terms and Conditions, unless settled amicably by direct negotiations between the parties within ninety (90) days following the request for such amicable settlement (or such longer period as may be agreed by the parties), may be referred by either party hereto to arbitration. Arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules then obtaining by a sole arbiter in Montreal and in the English language, and the parties shall be bound by any such arbitration as the final adjudication of the issue.

12. Contact Information. Any inquiries regarding the present Terms and Conditions or the Service or any APIs may be addressed to ICAO at:

ICEC API

999 Robert-Bourassa Boulevard, Montréal, Québec H3C 5H7, Canada

Tel.: +1 514-954-8219

E-mail: ICAOAPI@icao.int

— END —