

# Ofcom API terms of use 2025

#### The following terms and conditions apply to the Ofcom APIs

These licence terms and conditions apply to the access and use of each of the Ofcom APIs and the Information. The Ofcom APIs are owned and operated by The Office of Communications ("Ofcom", "we", "us") of Riverside House, 2a Southwark Bridge Road, London, SE1 9HA.

By accessing and using any of the Ofcom APIs and/or the Information, you or the company you represent ("you"), explicitly agree to comply with and be bound by the following terms and conditions ("terms", "terms and conditions"), which Ofcom reserve the right to change at any time, with or without notice to you, in its sole and absolute discretion. Please regularly ensure that you are familiar with the current terms and conditions and are conforming to the most recent version of these. These terms and conditions form a binding legal agreement (the "Agreement", "licence") between Ofcom and you.

#### Definitions

**"API"** means "Application Programming Interface", which is a software intermediary that allows two separate software applications to talk to each other, by making available software interfaces which enable users to develop third party applications.

"API Documentation" means the documentation that is available on the Ofcom APIs developer portal which is accessible after you have registered to access and use the Ofcom APIs.

"Broadband Coverage Basic" means the package of the same name which comprises one of the packages that you must subscribe to in order to access and use the APIs and/or the Information.

**"Broadband Coverage Premium"** means the package of the same name which comprises one of the packages that you must subscribe to in order to access and use the APIs and/or the Information.

**"Fixed Coverage API"** means the API made available by Ofcom to provide information on fixed broadband speed availability for a given location.

**"General Data Protection Regulation"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

"Information" means the content that Ofcom offer by way of output from the Ofcom APIs, the API frequently asked questions and the API Documentation.

**"Mobile Coverage API"** means the API made available by Ofcom to provide predicted information on mobile coverage for a given location.



**"Mobile Coverage Basic"** means the package of the same name which comprises one of the packages that you must subscribe to in order to access and use the APIs and/or the Information.

**"Mobile Coverage Premium"** means the package of the same name which comprises one of the packages that you must subscribe to in order to access and use the APIs and/or the Information.

"Ofcom APIs" means the Fixed Coverage API and the Mobile Coverage API.

**"Ofcom Descriptors"** means the following words attributed by Ofcom to certain Information: "Basic", "Superfast", "Ultrafast" to describe fixed broadband speed availability; "Good in-home and outdoor", "Variable in-home, good outdoor", "Good (outdoor only)", "Variable (outdoor only)" and "Poor to none (outdoor only)" to describe mobile coverage. See the API documentation available on our API portal for further information.

**"Ofcom Colour Coding"** means the colours attributed by Ofcom to certain information to describe mobile coverage quality. See the API documentation available on our API portal for further information.

**"Product Rate Limit"** means the maximum number of API requests which can be made by you per minute which is 100 requests per minute for Broadband Coverage Basic and Mobile Coverage Basic and 500 requests per minute for Broadband Coverage Premium and Mobile Coverage Premium.

**"Product Monthly Quota"** means the maximum number of API requests which can be made per rolling 28 day period which is 50,000 requests per 28 day period for Broadband Coverage Basic and Mobile Coverage Basic, and 150,000 requests per 28 day period for Broadband Coverage Premium and Mobile Coverage premium.

# Using the Information

- 2.1 Ofcom grants you UK-wide, royalty-free, perpetual, non-exclusive licence to use the Information subject to these terms and conditions, as amended from time to time.
- 2.2 This licence does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.

#### **Rights**

- 3.1 Subject to 4 below, you are free to:
  - 3.1.1 Copy, publish, distribute and transmit the Information; and
  - 3.1.2 Exploit the Information commercially and non-commercially for example, by combining it with other Information, or by including it in your own product or application

- 4.1 It is a requirement of using or accessing the Ofcom APIs, that the information you provide on registration to access and use the Ofcom APIs is true and accurate.
- 4.2 Where you use the Information, including in a way listed in 3.1 above:
  - 4.2.1 You must acknowledge Ofcom as the source of the Information by including the Ofcom logo found at https://www.ofcom.org.uk/siteassets/resources/images/illustrations/logos/ poweredby-ofcom-api.png
  - 4.2.2 Where you make the Information available to third parties in whatever form, you must display the following text clearly in reasonable proximity to the Information:

#### Mobile coverage availability

The data displayed on mobile coverage availability uses source data made available by Ofcom which is based on data from the mobile operators about how strong they think signal levels are at every location in the UK. Each mobile operator has a slightly different approach to displaying coverage on its own map, including assumptions on the handsets used, levels of call reliability and the expected signal loss when indoors or in car. Because Ofcom brings all mobile operator data together in a single place and holds it to a single, independent standard, the mobile coverage availability information above may display different levels of coverage than those seen on the operators' websites. We would therefore recommend you also check the mobile provider's coverage checker. Mobile coverage data is created by coverage modelling, and since this is based on computer predictions is not error free.

Ofcom update the source data quarterly and the mobile network operators update theirs, but there may be times when the maps are based on slightly different data and therefore show different coverage.

#### Broadband coverage availability

The data displayed on broadband coverage availability uses source data from Ofcom. The predicted speeds provided in the API data are provided by the leading UK ISPs. We understand that Ofcom did not receive data for every premise in the UK, and that Ofcom continue to work with industry to fill in the gaps. If no predictions are shown for your address, this does not necessarily mean broadband is not available and we suggest that you check availability on the ISP websites.

For further information about the Ofcom APIs, read their FAQs.

- 4.2.3 You will comply with the Data Protection Act 2018 and the General Data Protection Regulation in relation to all processing of personal data.
- 4.3 When using or accessing the Ofcom APIs and/or the Information, you must abide by the following **restrictions on use**:

- 4.3.1 <u>Reverse engineering</u>: you will not, nor will you attempt to (and will not allow others to), reverse engineer, decompile, disassemble or translate the Ofcom APIs, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Ofcom APIs or any portion thereof.
- 4.3.2 <u>Content</u>: you will not, nor will you attempt to (and will not allow others to):
  - 4.3.2.1 modify, translate or delete any portion of the Information; or 4.3.2.2 interfere, intercept, disrupt, filter or disable the functionality of the Ofcom API.
- 4.3.3 <u>Rate limits</u>: you are bound by the applicable Product Rate Limit and Product Monthly Quota and you will not attempt to exceed or circumvent these limits on access and use of the Ofcom APIs, or otherwise use the Ofcom APIs in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Agreement. Ofcom reserves the right to throttle or limit access to the Information when it is believed that the overall service is being degraded by excessive use.
- 4.3.4 Ofcom Descriptors and Ofcom Colour Coding:
  - 4.3.4.1 when using the Ofcom APIs and/or the Information you will use the Ofcom Descriptors and/or the Ofcom Colour Coding (as applicable); and
  - 4.3.4.2 you will not modify the Ofcom Descriptors and/or the Ofcom Colour Coding in any way, without Ofcom's prior written consent.
- 4.3.5 <u>Non-endorsement</u>: otherwise than to the extent permitted by clause 4.2.1 above, this Agreement does not grant you any right to use the Information in a way that suggests any official status or association, or that Ofcom endorses or sponsors you or your use of the Information. The Ofcom logo may not be included in or as part of your registered corporate name, any of your logos, or any of your service or product names.
- 4.3.6 <u>Caching Content:</u> you are not permitted to cache, aggregate or otherwise store the Information in order to build a partial or full dataset of your own. Any data cached for performance reasons should be held for a period of no longer than one month.
- 4.3.7 <u>Use:</u> you must not use the Ofcom API and/or the Information in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, nor shall you transmit any material that is defamatory, offensive or otherwise objectionable.

#### Security

- 5.1 When using or accessing the Ofcom API and/or Information, you will:
  - 5.1.1 <u>not share system access credentials.</u> This means you must not share, make available or otherwise disclose to any 3rd party, any token, key, password or other login credentials for using or accessing the Ofcom APIs and/or the Information.

- 5.1.2 use industry standard security measures to prevent unauthorised access or use of any of the features and functionality of the Ofcom APIs, including access by malicious code such as viruses, worms, or other harmful code present on systems for which you have administrative control.
- 5.1.3 maintain integrity of data through industry standard safeguards.
- 5.1.4 immediately notify, consult and cooperate with investigations, assist with required notices, provide any requested information if you know of or suspect any breach of security or vulnerability related to the Information.

#### **Updates**

- 6.1 You acknowledge that the Ofcom APIs and/or Information may be updated or modified from time to time and that you are:
  - 6.1.1 required to implement and use the most current version of the Ofcom APIs.
  - 6.1.2 required to make any changes to your services that are required as a result of such update, at your sole cost and expense.
- 6.2 Your continued access or use of the Ofcom APIs and/or Information following an update or modification will constitute binding acceptance of the update.
- 6.3 You acknowledge that from time to time you may be unable to access and use the Ofcom APIs and/or Information whilst updates and/or modifications are taking place.

#### Intellectual Property Rights

7.1 The Information is protected by copyright, trade marks, service marks, patents or other proprietary rights and laws.

#### Ownership

8.1 The Information is licensed to you, not sold, and Ofcom retains and reserves all rights not expressly granted in this Agreement. This licence does not provide any rights to use the Information after this licence has ended.

#### Non warranty

9.1 While every reasonable effort is made to ensure that the Information is accurate, no guarantees for the currency or accuracy of Information are made. The Information is provided 'as is'. It is provided free of charge without any representation or endorsement made and without warranty of any kind, whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

- 9.2 Ofcom does not accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using the Ofcom APIs and/or Information. Ofcom does not warrant that the Information will be uninterrupted or error free. Also, Ofcom does not warrant that defects will be corrected, or that the Ofcom APIs are free of viruses or represent the full functionality, accuracy, and reliability of the Information.
- 9.3 In no event will Ofcom be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Ofcom APIs and the Information.
- 9.4 Nothing in this Agreement shall limit or exclude our liability for:
  - 9.4.1 death or personal injury resulting from our negligence;
  - 9.4.2 fraud or fraudulent misrepresentation; or
  - 9.4.3 any other liability that cannot be excluded or limited by English law.
- 9.5 Ofcom does not guarantee the continued supply of the Information.

## Monitoring

10.1 Ofcom may occasionally review the implementation of the Ofcom APIs or may collect analytical data for the purposes of ensuring compliance with these terms or to improve services.

#### Termination

- 11.1 If you fail to comply with these terms and conditions, the rights granted to you under this Agreement, will end automatically.
- 11.2 We may also terminate this Agreement immediately for any reason, by publishing a written notice on our website. Upon termination for any reason all rights granted to you under this Agreement shall end, and you must immediately cease accessing and using the Ofcom APIs.
- 11.3 Where this Agreement terminates, Ofcom may temporarily suspend or permanently block access to the Ofcom APIs and/or the Information.

#### Privacy

12.1 Ofcom's Privacy Policy will apply to all personal information collected in connection with your use of the Service. Further information can be found in Ofcom's <u>General Privacy Statement</u> (https://www.ofcom.org.uk/about-ofcom/foi-dp/general-privacy-statement).

## Other important terms

- 13.1 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.
- 13.2 You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- 13.3 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.4 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

#### Governing Law and Jurisdiction

14.1 This Agreement, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.