

Open Geo-coded National Address File (G-NAF)

End User Licence Agreement

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- k. **You** means the individual or entity exercising the Licenced Rights under this Public Licence. **Your** has a corresponding meaning.

Section 2 – Scope.

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 - A. Offer from the Licensor – Licenced Material. Every recipient of the Licenced Material automatically receives an offer from the Licensor to exercise the Licenced Rights under the terms and conditions of this Public Licence.
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b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this Public Licence, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licenced Rights, but not otherwise.
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Your exercise of the Licenced Rights is expressly made subject to the following conditions.

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1. If You Share the Licenced Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licenced Material:
 - i. identification of the creator(s) of the Licenced Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Public Licence;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licenced Material to the extent reasonably practicable;
 - B. indicate if You modified the Licenced Material and retain an indication of any previous modifications; and
 - C. indicate the Licenced Material is licensed under this Public Licence, and include the text of, or the URI or hyperlink to, this Public Licence.
2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licenced Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.
4. If You Share Adapted Material You produce, the Adapter's Licence You apply must not prevent recipients of the Adapted Material from complying with this Public Licence.

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Where the Licenced Rights include Sui Generis Database Rights that apply to Your use of the Licenced Material:

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- b. **To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public Licence or use of the Licenced Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.**
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

- a. This Public Licence applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public Licence, then Your rights under this Public Licence terminate automatically.
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 - 2. upon express reinstatement by the Licensor. For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public Licence.
- c. For the avoidance of doubt, the Licensor may also offer the Licenced Material under separate terms or conditions or stop distributing the Licenced Material at any time; however, doing so will not terminate this Public Licence.
- d. Sections 1, 5, 6, 7, and 8 survive termination of this Public Licence.

Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licenced Material not stated herein are separate from and independent of the terms and conditions of this Public Licence.

Section 8 – Interpretation.

- a. For the avoidance of doubt, this Public Licence does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licenced Material that could lawfully be made without permission under this Public Licence.
- b. To the extent possible, if any provision of this Public Licence is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public Licence without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public Licence will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public Licence constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.