

# Conditions of Use for synthetic wind speed datasets

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## 1 Definitions

- 1.1 'Purchaser' means the individual or company purchasing the dataset.
- 1.2 Gwefr means GWEFR Cyf.
- 1.3 'Dataset' means the data, meta-data and any associated software supplied.
- 1.4 'User(s)' means the Purchaser's employees who have been given access to a copy of the dataset. This includes contractors, registered students and *bona fide* visitors working at the Purchaser's establishment.

## 2 Commencement

The Conditions of Use shall apply from the date of receipt of the dataset by the Purchaser.

## 3 Exclusions

Gwefr shall not be liable for (a) special, indirect or consequential loss, (b) loss arising out of any delay or loss of time, production, profit or revenue as a result of the Purchaser using any dataset supplied.

All advice, analysis, calculations, information, forecasts and recommendations made to clients by the Purchaser, and based on the datasets supplied, are the sole responsibility of the Purchaser. Gwefr gives no warranty or representation (express or implied) as to the quality or fitness of the datasets for any process, study, investigation or product development undertaken by the Purchaser.

## 4 Restrictions

Subject to the Purchaser making full payment for the dataset(s) to Gwefr, the Purchaser is permitted to use the dataset(s) strictly in accordance with these Conditions of Use. Nothing in the Conditions of Use shall be construed to mean that the Purchaser has any right to obtain source code used in producing the dataset.

- 4.1 The Purchaser may use the dataset(s) for commercial, research or teaching purposes.
- 4.2 The Purchaser may not lease, loan, re-sell or otherwise distribute any dataset, in part or whole, in its original form or any modified or derivative form.
- 4.3 Neither the Purchaser nor any User shall make the whole, or any portion, of the dataset available on the Internet, for download or in any other form whatsoever.
- 4.4 Users may have access to a dataset solely for the purposes designated by the Purchaser in the course of his normal business.

## 5 Publication

The Purchaser may publish charts, graphs or similar summary representation of a dataset in journals or conference proceedings, provided source attribution to Gwefr is given.