

# Briefing for users of Costar

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## Introduction

Costar is widely-used commercial real estate database, and The University of Manchester has an academic licence to use this for restricted purposes relating to research and teaching. Please familiarize yourself with the information in this document in order to use the service in accordance with the licence.

## Where did the information in this document come from?

The information in this document was culled from the following documents:

1. The CoStar Licence Agreement Subscription Form signed 26 October 2016
2. An addendum to the Licence Agreement signed 26 October 2016
3. The CoStar Data Terms and Conditions accessed 25 October 2016
4. The CoStar Terms of Use accessed 4 October 2016

## Key information

Before summarising the licence terms in more detail, we would like to draw your attention specifically to the following key items.

In using the service, you are giving your consent to the following:

1. In order to register you for access to CoStar, the University provides your name and e-mail address to CoStar.
2. Your name will be available to other registered user of the service, including users outside the University.
3. You may receive electronic mailshots from CoStar containing news and marketing information, although you may opt-out.

4. Your telephone or other communications with CoStar representatives, including research, customer service and sales personnel, may be recorded for training, quality assurance and archival purposes.

You must not:

1. Access the service during the period of any work placement for the benefit of the work placement provider.
2. Access the service from the premises of a work placement provider.
3. Export more than two thousand (2,000) occupier data records during any twelve month period.
4. Upload content to the service without first obtaining permission from the University to grant CoStar the rights to the content which they require.

Additionally note that:

The Service is provided for general information only and should not be relied upon or used as the basis for making significant decisions without consulting primary or more accurate, more complete or more timely sources of information.

CoStar is not authorised by the Financial Conduct Authority in the United Kingdom. The information and/or data is provided for general information only and its use is not intended for trading purposes or to address particular financial or other requirements. In particular, the service does not constitute any form of investment, tax, legal, or any form of financial advice; does not constitute any form of invitation, inducement or recommendation; and is not intended to be relied upon in making (or refraining from making) any specific investment or other decision.

The Rating List data for England, Wales and Scotland and all Census statistics contained in the Contents are subject to Crown copyright protection and all such Crown copyright material is reproduced by permission of the Controller of Her Majesty's Stationery Office. Please be aware of copyright issues.

## **Licence period and post-termination conditions**

The subscription renews annually on 1 November. If it is not renewed or if it is terminated for any reason then we must cease to use the service and delete or destroy all portions of the service within our possession and certify in writing on request. Note that "portions" will include all excerpts of information derived from the service.

## **Who may use the software and for what may it be used?**

The service may be used by any individual who is authorised by the University to have access to its information services (whether on-site or off site), who is a current student (including undergraduates and postgraduates and students at UK and Overseas partner institutions); a member of staff (whether permanent or temporary, including staff supporting the students of licensee at UK and Overseas partner Institutions); a contractor working solely for the University at the time of access. Save that the authorized user shall not access the service during the period of any work

placement for the benefit of their work placement provider, nor shall they access the service from their work placement provider's premises.

You may use the service in the ordinary course of your internal business for

- Internal research purposes;
- Supporting our valuation, appraisal or counselling regarding a specific property; and
- Creating periodic general market research reports for in-house use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed.

You are permitted to carry out as many searches as required.

You may extract insubstantial parts of the contents in the ordinary course of your internal business only.

You may print content or copy content into word processing, spreadsheet and presentation programs (but not other programs), so long as the level of content being printed or copied is reasonably tailored for our purposes, insubstantial and used in compliance with the use and copying provisions.

## **Restrictions imposed by the licence**

This is a fairly exhaustive list of restrictions from the licence agreement and not all may be applicable.

1. The information and services offered are provided solely for general business information, do not constitute commercial property, legal, tax, accounting or other professional advice, or an offer to sell or lease commercial property, and may not be used for or relied upon for these purposes.
2. You must not use information and services for personal, family or household purposes or to determine an individual's eligibility for credit, insurance, employment, or government license or benefit.
3. You must maintain the confidentiality of your password and may not share it with any other person, nor allow any other person to use or have access to it.
4. Unauthorized attempts to (i) defeat or circumvent passwords or other security features, (ii) use the service for other than intended purposes, or (iii) obtain, alter, damage or destroy information or otherwise to interfere with the system of its operation are not permitted.
5. You must not export more than two thousand (2,000) occupier data records during any twelve month period while subscribing to the service.
6. Any Submitted Content must not be (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist, (ii) indecent, obscene or of a sexual nature, or (iii) a breach of confidentiality or someone's privacy. Submitted Content must not prejudice any active legal proceedings of which you are aware nor be likely to cause someone alarm, anxiety or distress. Any Submitted Content must not encourage violence nor racial or religious hatred.
7. You must not:
  - a. use the service in a manner which is false, fraudulent, inaccurate or misleading or otherwise in breach of any third party rights (including intellectual property rights);
  - b. access or use any portion of the service if we are a direct or indirect competitor of CoStar, nor provide, disclose or transmit any portion of the Service to any direct or indirect competitor of CoStar (by way of example, a "direct or indirect competitor of

CoStar” includes, but is not limited to, internet listing services or other commercial property information services and employees, independent contractors and agents of such services);

- c. provide a password or otherwise provide access to a password protected service to any individual, including by providing the results of queries of or reports generated from a password protected service to a person who is not a client or prospective client;
- d. modify, merge, decompile, disassemble, scrape, translate, decode or reverse engineer any portion of the service except where in accordance with the Copyright, Designs & Patents Act 1988, section 50; or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Service or the data generated from it;
- e. store, copy or export any portion of the Service into any database or other software;
- f. upload, post or otherwise publish any portion of the service on, or provide access to any portion of the service through, the Internet, any bulletin board system, any other electronic network, any data library, any listing service or any other data sharing arrangement, except that we may e-mail a report containing content that complies with the permitted use provisions to a limited number of your clients and prospective clients;
- g. upload, post, e-mail, make available or otherwise transmit or communicate to the public by telecommunication any information, data, text, software, photographs, images, graphics, or other content to or through the service, or use any portion of this service in a manner, that:
  - i. is unlawful, threatening, abusive, harmful, libellous, tortious, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive, is invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offence, violate the rights of any party, give rise to liability or violate any local, national or international law, intentionally or unintentionally, or is otherwise objectionable;
  - ii. infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
  - iii. constitutes unlawful advertising or fraudulent, unfair or deceptive practices, "spam," or any other form of unlawful solicitation in the United Kingdom, United States, Canada or other country;
  - iv. contains software viruses or any other computer code, files or programs that are designed to or have the capability to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of the service or servers or networks connected thereto or the activities of other users of the service or of any computer software or hardware or telecommunications equipment; or
  - v. you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;
- h. interfere with or disrupt, or attempt to interfere with or disrupt, the service or servers or networks connected thereto or the activities of other users of the service;
- i. use any portion of the service to develop or provide any product or service which emulates the service, contents or database, being any product in any form of storage or output which provides the means to create a listing in respect of any company or other connected companies (other than a company's immediate and ultimate parent company);

- j. impersonate any person or entity, or falsely state or otherwise misrepresent any registration information, or otherwise disguise the origin of any information, data, text, software, photographs, images, graphics, or other content posted on or transmitted through the Service;
  - k. use any portion of the Service to encourage or engage in illegal activity, stalk or harass another person, or violate the Terms of Use or any applicable local, national or international law, rule, regulation or ordinance, including without limitation, UK and local real estate practice, spam or privacy laws;
  - l. use any portion of the service to create or promote, directly or indirectly, any database, directory or other product;
  - m. use or distribute information from the service that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service;
  - n. use, reproduce, publish or compile any contents for the purpose of selling or licensing such contents or making such contents publicly available;
  - o. supply, transfer or distribute any portion of the Service that is indicated in the service as being subject to Crown copyright to any third parties without the consent of the Controller of Her Majesty's Stationery Office;
  - p. use or allow any third party to use any of the credit data for direct marketing purposes (i.e. the offering for sale of products or services by bulk post, SMS, electronic mail, telephone or automated calling system).
  - q. unless expressly stated in the licence or to the extent necessary to integrate commercial property listings within CoStar's commercial property marketing website:
    - i. distribute, disclose, copy, reproduce, communicate to the public by telecommunication, make available, display, publish, transmit, assign, sublicense, transfer, provide access to, use, rent or sell, directly or indirectly (including in electronic form) any portion of the service, or
    - ii. modify, adapt or create derivative works of any portion of the service.
8. The Content accessed through the "Free Building Lookup" feature may only be viewed by you for individual, non-commercial use.
  9. You do not have a right to make available, communicate to the public by telecommunication, transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty any information about the service.
  10. Any submitted content must not be (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist, (ii) indecent, obscene or of a sexual nature, or (iii) a breach of confidentiality or someone's privacy. Submitted content must not prejudice any active legal proceedings of which we are aware nor be likely to cause someone alarm, anxiety or distress. Any submitted content must not encourage violence nor racial or religious hatred.
  11. Except with the consent of the disclosing party, or as required by law, a court order or any regulatory or governmental authority or to the extent that information has come into the public domain through no fault of the receiving party, you must treat as strictly confidential all commercial and technical information of Costar's received or obtained as a result of the provision of/access to the services.

## Side negotiations of additional products or services

Under **no circumstances** should any member of the University, unless authorized to do so, become involved in any negotiation or sign any contract with a vendor which purports to modify or extend the terms-and-conditions of any University software licence. Nor should they accept or rely on any

clarification of the terms-and-conditions of this or any site licence directly from the vendor. The University has strict procedures in place to ensure that the terms-and-conditions of contracts are checked and that the risk to the University from breaches of a licence are minimised to an acceptable level. The University, in order to minimise risk or due to insurance issues, may choose not to allow use of software in circumstances which the terms-and-conditions of the licence may otherwise allow.

## Document control

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Guidelines title:	Briefing for users of Costar
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Approving body:	
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Supersedes:	N/A
Previous review dates:	N/A
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Equality impact outcome	
Related Statutes, Ordinances, General Regulations	
Related Policies:	
Related Procedures:	
Related Guidance:	
Related information:	Other related information can be found here: <a href="http://www.applications.itservices.manchester.ac.uk">http://www.applications.itservices.manchester.ac.uk</a>
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