

General Terms and Conditions of Use for the navitia.io API and Open Data Transport

The purpose of these terms and conditions is to define the terms for access and use (hereafter "CGU") for the Navitia.io API and Open Data Transport.

Any viewing of the pages of the website presenting the API subsequent to this page implies acknowledgement by the user of the terms of these CGU for the API.

The Navitia.io API is the property of Kisio Digital. It has been developed from a navitia technological base (version 1 and 2), an open source traveller information system (AGPL licence), held by Kisio Digital.

The following definitions shall be used hereafter:

Re-user: any natural or legal person wishing to use the API Navitia.io and its functionalities to integrate them into their own information system intended for end users or otherwise. E.g. Developers, Start-ups, Digital agencies, Computer companies, large companies in the tourism, events, real estate sectors, etc.

Producer: a legal person, owner or manager of data on public transport intending to provide raw data to a large number of people as part of its open data policy.

The API (web service): Application Programming Interface, is defined as a set of rules or a routine by means of which a program authorises another application to work directly with it, by calling upon its functions. The navitia.io API is presented in technical documentation available on the following website: www.navitia.io.

Navitia.io is a service for putting into contact producers of data on transport and re-users. By means of its API and the aggregation of open data, the platform delivers improved services for calculating itineraries, displaying the next departures, finding timetables, local searches, auto-completion, etc.

Navitia.io is intended to allow a greater number of people to improve or create new products and services related to mobility and to promote public transport on a larger scale.

Applicable law

These General Terms and Conditions are subject to French national law.

In the event that no out-of-court settlement can be reached, any dispute regarding the validity, performance or interpretation of these conditions that may arise shall fall under the jurisdiction of the appropriate French court.

Limitation of liability

Any re-user using the API at no charge does so at their own risk. In no event may Kisio Digital, or its subsidiaries, or the members of its staff be held liable for any direct or indirect damage, and in particular any material prejudice, loss of data or software, the transmission of a virus that may infect computer equipment or any other property due to a connection to and/or consultation and/or use of the API, or any financial prejudice

resulting from accessing or using the API or the information included therein regardless of its nature.

In the event of free use, neither Kisio Digital nor its subsidiaries, nor members of its staff may be held liable for the use made of the API and compliance with the obligations by the re-users. Kisio Digital is limited to a duty to advise regarding the obligations to be complied with for the data sets.

Finally, Kisio Digital shall make its best efforts regarding the quality of the precision of the data provided via the functions of the API.

Access to the API

Authentication

To access the API, the re-user must expressly register by:

- filling out the form providing their: surname, first name, email, website, profession
- accepting the conditions of use for the API by clicking on the button with the following notice "I am aware of and accept the General Terms and Conditions for access to and Use of the navitia.io platform".

If the re-user is not registered, they may not receive a key to login to the API and access the functions offered thereby.

The main functions offered by the API are as follows:

- route finding;
- information regarding the next departures;
- calculating points on the same time line;
- consulting timetables;
- performing local searches.

Re-users are informed of and accept that Kisio digital may carry out inspections to confirm that the functions are being used appropriately and in accordance with applicable legislation.

Tariffs

The navitia.io API is designed to offer free and open access for commercial and non-commercial purposes. However, providing the API entails real costs for Kisio Digital. If intensive use is made of the navitia.io APIs or for certain commercial applications, Kisio Digital reserves the right to charge for use of or access to the navitia.io API.

The User acknowledges that Kisio Digital reserves the right to bill for the use of the web service for more than 90,000 calls per month to the API.

Kisio Digital reserves the right to modify the threshold of 90,000 calls per month, subject to informing re-users with a notice period of 1 month.

For any large scale commercial projects please contact us on navitia@canaltp.fr so that the best solution can be found.

The obligations for re-users

Credits and applicable notices

For any use of the navitia.io API we ask that you include a credit mentioning "© navitia.io" and with a link to the website: www.navitia.io. The reference to "© navitia.io" may be included in the legal notices and credits for developed applications, on on-line stores and in your press releases.

Etiquette

The user undertakes to comply with the rules of etiquette and good manners in all discussions with other users and in particular on Google Group and on social networks.

Users also undertake to inform Kisio Digital of any use that appears abusive and/or contrary to these CGU.

Respect for licences

For transport open data:

The transport data used by the navitia.io API comes from producers (transporters and other transport organisations) that have chosen to release their data as Open Data. It is understood that Navitia.io uses several sets of data subject to heterogeneous licences that must be strictly complied with.

It is understood that Kisio Digital does not mix said heterogeneous data to recreate a new unique data base. The data bases are processed individually and enhanced by the Kisio Digital teams to be redistributed in GTFS format on the website or via the API. The aggregation of data bases occurs only in the navitia engine, for which each element is subject to its own terms.

During their use of the website, the re-user undertakes to comply with the laws and regulations in force, the open data licence conditions for the sets of data, expressly referring to the licences in question in order to know the extent of the applicable rights and obligations.

The notices to be included regarding these licences are available on the following page:

<http://www.navitia.io/datasets.html>

In order to make any use of the navitia.io API, users are obliged to include the notices stipulated in the licences for the sets of data used in the credits for their application.

It is recalled that Kisio Digital undertakes to study the licences for sets of data before making them available to re-users or to negotiate specific agreements with the producer in the event that the obligations are too restrictive or incompatible with the licences in order to guarantee the legal availability of the data, subject to the appropriate licence.

For address data:

To complete its service, navitia.io collaborates closely with Open Street Map, an international project founded in 2004 with the aim of creating a free map of the world. The navitia software includes the address data and POI from Open Street Map in order to redistribute them to users.

The address data can be freely re-used under an ODbL licence that includes an attribution clause and a share-alike clause. If you use an OpenStreetMap map, you are bound to include a credit for "© OpenStreetMap contributors".

See the following address for more information: <http://www.openstreetmap.org/copyright>

In the event of any failure to comply with these CGU, Kisio Digita reserves the right to suspend access for a User of the API and to take legal action in particular in the event of infringement.