

## **TERMS OF USE OF THE RTL'S GTFS DATA**

By accessing the open data made accessible by the Réseau de transport de Longueuil (RTL), you agree to comply with all obligations and terms included in these Terms of use. The purpose of these Terms of use is to protect the RTL and to promote the publication of its data.

The RTL reserves the right, at all times or at any time deemed appropriate, to modify or interrupt the service, or any element of the service, depending on the case, temporarily or permanently, giving prior notice to this effect or not. In addition, you agree that the RTL will not be liable to you for any modification, suspension or discontinuation of the service.

Schedules are for information purposes only and are essentially used to determine the duration of a trip and cannot be used to develop a schedules application. They are used exclusively to estimate the duration of routes.

### **Policy on the RTL website content, pages and links**

The RTL allows the links, pages and content to be used, reproduced, distributed or included in a product, service or application in accordance with the following conditions:

- The appearance, position and other aspects of the link, content or pages must not alter or diminish the reputation associated with the RTL name or its trademarks, or be posted in such a way as to cause confusion among the public or as to harm or discredit the RTL;
- The appearance, position and other characteristics must not create the false impression that an organization or other entity is sponsored by the RTL or affiliated or associated with the RTL, or that the RTL shares the opinions expressed on the website. The RTL reserves the right to require that the linked website display a warning stating that it is an unofficial website and that the site is in no way endorsed or sponsored by or associated with the RTL, and that the opinions expressed on the website are not those of the RTL;
- The processing of public information is permitted provided it does not alter or distort its meaning;
- In the event where a page, several pages or the entire RTL website is used on a website, the link must display the website in full-screen mode and not inside a window on the website that is linked to the RTL website.

### **Free access to RTL data**

In accordance with the provisions of these Terms of use, the RTL permits the worldwide use of the data, without charge or exclusivity, contained on all current and future media and formats for legitimate purposes. However, no commercial or quasi-commercial use of the data is permitted without prior written authorization from the RTL.

You acknowledge and agree that you hold no proprietary rights, including any intellectual property rights or copyright on any of the RTL data, as these rights belong exclusively to the RTL.

You do not have the right to use a registered trademark, official trademark, logo, promotional device or other reference to the RTL without prior written authorization from the RTL.

### **Restrictions and other conditions regulating the use of the service**

All materials published in this section, including but not limited to trademarks, maps, schedules, fare information, photographs and illustrations (collectively, the “Content”), are the exclusive property of the RTL unless otherwise indicated. Third-party trademarks are the property of their respective owners.

### **Referring to the Réseau de transport de Longueuil**

You must refer to the RTL as the source when using its data. You must, at the RTL’s request, remove such a reference if the RTL considers it illegitimate, contrary to public interest, or contrary to its mission.

### **Compliance with the law**

You are fully responsible for the use and reproduction of the RTL’s data, in accordance with the applicable laws and standards.

### **Disclaimer of warranties and limitation of RTL liability**

You agree that the service and the data are provided to you “as is” and as available, without any warranty of any kind, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, data accuracy and non-infringement.

The RTL offers no guarantee that the service or the data will be available when requested, nor that they are secure, accurate or free of error. Your use of the service and the data is at your own risk, and you assume the risk that the service or the data may provide incorrect information, as well as the risk that any material downloaded from the service may cause a loss of data or other damage to your computer system.

You acknowledge that the data are published as is and that you use them at your own risk. The RTL makes no guarantees regarding its data, as the RTL will not, in any case, be held liable for a lack of completeness, precision, timeliness, accuracy, or availability of its data. The data are provided in the state in which they are available at the RTL.

You understand and agree that in no event will the RTL be held liable for any direct or indirect damages, even if the RTL is aware of the possibility of such damages, including and without being limited to loss of profits, revenues, clientele, loss of data or any other extraordinary, consequential, exemplary or incidental damages, breakdown or failure of computers however caused, whether based upon a contractual obligation, negligence, delictual liability, recourse in warranty, or any other legal doctrine, arising out of or related to your use of the service or the data.

The user assumes full responsibility for their use of the public information.

### **Indemnity**

You agree to indemnify, defend and hold harmless the RTL and its officers, directors, and employees from and against all fines, suits, proceedings, claims, damages, causes of action, demands, or liabilities of any kind or of any nature, either arising out of or in connection with your use of the service or the data.

**Severability and waiver**

The invalidity of any term or provision of these Terms of use will not in any way affect the validity of any other provision herein. Waiver by the RTL of the strict compliance with any provision herein will not constitute a waiver of or prejudice to the RTL's right to require strict compliance with the said provision in the future or with any other provision herein.

**Overall agreement**

These Terms of use constitute the entire agreement between the parties as to their subject matter, and there are no other conflicting terms, conditions or obligations between the parties relating to the use of the service or the data.

**Applicable law and jurisdiction**

The RTL's data are published in the province of Québec, Canada. As such, these Terms of use are governed by the laws applicable in the province of Québec. Any question regarding this agreement will be subject to the exclusive jurisdiction of the courts of the judicial district of Longueuil.

**Acceptance**

By downloading and using the RTL's data in any way, you agree to these Terms of use and declare being satisfied therewith.