



**BUS TRANSPORT DATA, FARE CALCULATOR
AND TIMETABLE SERVICES TERMS OF USE AGREEMENT**

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1 License to use this website

These terms and conditions (“Terms”) apply to Gautrain Management Agency’s bus transport data, fare calculator and timetable services. By accessing and using the Gautrain Management Agency website, you agree to be bound by the Terms. If you do not wish to be bound by these Terms, you may not access, display, use, download or otherwise copy or distribute content obtained from this Website. The license to use the bus transport data, fare calculator and timetable services is non-exclusive and royal-free. If you do not agree, kindly refrain from using or viewing this website.

2 Updating of these Terms

Gautrain Management Agency may change, modify, add to or remove from portions or the whole of these Terms without notice to you. Changes to these Terms will become effective when the changes are posted on to this website. Your continued use of the bus transport data, fare calculator and timetable services contained in this website after changes have been made to the Terms will be treated as your acceptance of the changes, including any updates.

3 Use of Information

- 3.1 Gautrain Management Agency grants you a non-exclusive, non-transferable, limited and revocable right to access, use and otherwise copy the current and future Content for non-commercial and information purposes only. The use of the bus transport data, fare calculator and timetable services is restricted to providing real time information regarding bus travel times, fare calculator and timetable information.
- 3.2 In the event that information regarding the bus transport data, fare calculator and timetable services obtained from this website is published or distributed or used in conjunction with your product or application, you must adhere to the following:
 - 3.2.1 acknowledge Gautrain Management Agency as the source of the Information by including the following attribution statement ‘Powered by the Gautrain Management Agency and AfriGIS’;
 - 3.2.2 stating in unequivocal terms that your application is not the official Gautrain Management Agency application;
 - 3.2.3 ensuring that Gautrain Management Agency’s intellectual property rights, including all logos, design rights, patents and trademarks, are protected.
 - 3.2.4 limiting traffic requests by up to a maximum of 300 calls per minute per data feed. Gautrain Management Agency reserves the right to throttle or limit access to feeds when it is believed the overall service is being degraded by excessive use; and
 - 3.2.5 ensuring the information you provide on registration is accurate.

3.3 You are prohibited from doing the following:

- 3.3.1 decompiling or altering the bus transport data, fare calculator and timetable services;
- 3.3.2 using the bus transport data, fare calculator and timetable services to populate or update any other software or database; and
- 3.3.3 using any automated system, software or process to extract content and/or data, including trawling, data mining and screen scraping in relation to the bus transport data, fare calculator and timetable services, except where expressly permitted by Gautrain Management Agency.

4 Copyright and Intellectual Property Rights

- 4.1 Content displayed on this website is provided by Gautrain Management Agency. All the proprietary works, and the compilation of the proprietary works belong to Gautrain Management Agency and the content is protected by South African and international copyright laws. No rights under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the content are granted to you by Gautrain Management Agency.
- 4.2 Gautrain Management Agency's intellectual property, including logo's, design rights and patents may not be used in any branding or any marketing elements that may cause a third party to either directly or indirectly associate your application or product with that of Gautrain Management Agency.

5 Limitation of liability

- 5.1 The website and all content, including bus transport data, fare calculator and timetable services on the website, are provided on an "as is" basis, and may include inaccuracies or typographical errors. Gautrain Management Agency and AfriGIS will not be liable for any damage, or loss or liability of any nature incurred by any person as a result of any action or omission. Gautrain Management Agency makes no warranty or representation as to the availability, accuracy or completeness of the content, or any third-party content accessible via an Internet link. GMA does not guarantee the continued supply of the Information.
- 5.2 Gautrain Management Agency will not be held responsible for any damage of any kind, related to the use of, or the inability to access or use the content or the website or any functionality, or of any linked website to the extent permissible by law.

6 Governing Law

These Terms will be governed by the laws of the Republic of South Africa.

GMA's Privacy Policy will apply to all personal information collected in connection with your use of the website, including the bus data transport service.

By registering for a key and using the service you agree to our Terms and Conditions.