

CHARTER FOR THE USE OF THE PLATFORM

<http://data.grandlyon.com>

Document hierarchy in decreasing order of priority:

- Level 1: Greater Lyon (also named Metropole de Lyon)/ Producers Agreement
- Level 2:
 - o Open Licence (Licence 1) / Engaged Licence (Licence 2) / Associated Licence (Licence 3) and their possible appendices
 - o Amendments to the licences and their possible appendices
- Level 3 :
 - o Charter for the use of the Platform

Article 1. Preamble

1. As part of its policy of openness on its public information, the Metropole de Lyon provides the public with mobility data on a platform which can be accessed at the address <http://data.grandlyon.com>

2. In accordance with the law no.78-753 of 17 July 1978 concerning various measures for improving relations between the authorities and the public, and various administrative, social and fiscal provisions, and subject to the rights of third parties, public information may be used for other purposes such as public service functions for the needs for which they were developed or are held.

Article 2. Definitions

3. Under the terms of these general terms and conditions of use the terms below shall have the following meaning:

- "data": all public information and other data, including their updates, files, database and other information and which is provided to the Licensee by the Metropole de Lyon under the terms of the Licence. The data which are concerned by this licence are itemized in appendix 1 "list of data";
- "Double positive click" : the click is the electronic expression of "yes" or an acceptance. The click signals the agreement of the user and a second click signals the confirmation of the agreement of the user;

Article 3. Purpose

4. These general terms and conditions serve to set forth the general rules for the use of the data which is provided to the public by the Metropole de Lyon from its platform

<http://data.grandlyon.com> to provide users with useful information in order to make free use of them easier.

Article 4. Identification, nature and characteristics of the data

5. The data which are uploaded by the Metropole de Lyon are data for which the list is online on the site <http://data.grandlyon.com>

6. This list is liable to change at any time and without notice, by additions, withdrawals or changes of data, on the initiative of the data producers.

7. An on-line descriptive sheet on the site indicates for each category of data, the nature of the data, their technical characteristics and the frequency of their updates.

8. The data are provided to the re-users as is, as they appear on the »smart data" platform and held by data producers as part of its engagements, without any special, express or implied guarantee as to the accuracy, completeness and the update of these data, other than what may be expressly mentioned in the metadata or the specific appendices.

Article 5. Access to data

5.1. Acceptance of the general terms and conditions of use

9. These general terms and conditions of use of the data are accessible online and their terms are accepted by the user by means of the system of the double positive click.

5.2. Data Download

10. The data are accessible online from the platform of the Metropole de Lyon, which can be accessed at the address <http://data.grandlyon.com>.

11. Once the terms of the general conditions of use have been accepted, the data are downloadable from this platform.

5.3. Adaptation of equipment

12. The user will attend to, if necessary, deploying the resources to ensure that its computer systems are compatible with the format of the data and/or the conditions of the data provision.

5.4. Conditions of provision of the Data

13. The data are accessible online from the site of the Metropole de Lyon, after acceptance of the Licence.

14. The Data will be delivered to the Licensee under the following conditions:

- File format and scale: This information is detailed for each of the data items in the specific appendices ;
- Media: digital.

15. The Data can be downloaded on the site.

16. Some data are also accessible and redistributable in flows.

5.5. Identification / Authentication

17. The Licensee has a secure area which allows it to have access to the data that it wishes to download.

Prior to the sending of the Licence, the Licensee, through the offices of an administrator that it will have appointed, must open an account and for that purpose follow the account opening process online described on the site.

The Licensee must on this occasion provide certain information concerning its organization, such as its name, its postal and email address.

Certain details are optional, others are mandatory and are indicated as such on the site.

The Licensee must choose a password for accessing and running its account.

By entering the user name which corresponds to its e-mail address, and its password the Licensee will be able to enjoy secure access to its account, once the registration process has been completed.

18. The Licensee undertakes to provide correct, accurate, complete and up to date information about it during the account opening process.

19. The identification of the Licensee by means of its user name and password amounts to the irrefutable acceptance of responsibility for the operations carried out by means of this password and this user name.

The Licensee's user name and password are confidential, unique and personal. The licensee is solely responsible for their use.

The Licensee is duty bound to keep the password which it has freely chosen, secret.

The Metropole de Lyon allows only one connection at a time per user name and password.

20. Should the Licensee lose its password it can reset it by means of a service available on the platform, by indicating its email address which serves as its user name.

21. In the event of its password being stolen, the Licensee must inform the Metropole de Lyon of this promptly by telephone or email and confirm the occurrence of the theft by recorded delivery letter with acknowledgement of receipt.

5.6. Interruption to the provision of data

22. For reasons of general interest, the Metropole de Lyon and the Data Producers may find themselves in the situation of having to suspend or interrupt the provision of all or part of the Data. The Metropole de Lyon undertakes to inform the Licensee of such a situation as soon as it becomes aware of it, and, if necessary to provide reasonable notice.

23. The parties shall consult with a view to looking for alternative solutions if they exist.

24. However, the Metropole de Lyon may not be held liable in whatever respect as a result of the temporary or permanent interruption of the provision of data.

Similarly, the Metropole de Lyon may not be held liable should a supplier cease to provide the Data, for whatever reason.

Article 6. Conditions of use

6.1. Legal Obligations

25. In accordance with article 12 of the law No. 78-753 of 17 July 1978 concerning various measures for improving relations between the authorities and the public, and various administrative, social and fiscal provisions, as amended by order No. 2005-650 of 6 June 2005, the re-user of the data must ensure that it preserves the quality, that it does not distort the meaning, and that it indicates the source of and date of the last update.

26. Any other use of the trade marks, logos, or distinctive signs of the Metropole de Lyon or of the Data Producers, associated or not with the use of the data, is prohibited, without prior written permission.

6.2. Respect for the rights of third parties

6.2.1. Data provided by the data Producers

27. Users are reminded that certain data provided to the public by the Metropole de Lyon come from external suppliers.

28. The user is required to respect the rights of third parties, in particular data suppliers.

29. The user is informed that should a third party judge that the use made of its data infringes its rights, it has the option, without having to give prior notice or provide justification, of asking the Metropole de Lyon for the immediate withdrawal of the data from the user in question.

30. Consequently were the user to infringe in any way the rights of third parties, the City of Lyon would cease immediately to provide these data to the user, and this without it being possible for the City of Lyon to be held liable.

31. The user, once duly informed, shall waive any claim against the Metropole de Lyon in this eventuality.

6.2.2. Intellectual Property

32. In addition to the legal obligations of reuse, certain restrictions, limits, bans or special limitations on use may be imposed by the suppliers of these data in accordance with the physical or intellectual property rights of which they are holders by agreement.

33. These special restrictions on use are mentioned in the descriptive sheets for the data.

Article 7. Licences for use

34. The reuse of certain data is subject to a licence agreement being signed beforehand and where necessary, to the payment of fees depending on the method of reuse of data and the type of data.

35. The licences for the use of data can be accessed at the address <http://data.grandlyon.com/connaitre-nos-licences>. Users are kindly asked to consult these licences in order to familiarise themselves with the terms and conditions of use of these data and the procedure to be followed for signing such licences.

36. Additional information on the commercial, technical and legal terms and conditions of these licences may be obtained by writing to the following address: data@grandlyon.org

Article 8. Warnings

37. Despite the careful checks made by the data Producers, no guarantee can be given that there will not be any errors or omissions in these data.

38. The data are provided for informational purposes only and not with a view to any particular use, seeing as no guarantee as to their suitability for any particular use is provided by the Metropole de Lyon and the data Producers.

39. Consequently, the users shall be solely and entirely responsible for the use of the data which they use at their own risk, without any claim being possible against the Metropole de Lyon, which may not be held liable for any damage resulting directly or indirectly from the use of the data.

40. In particular, it is up to the user to form a judgement for which it is solely responsible regarding:

- the opportunity to use the data;
- the compatibility of data files with its computer systems.
- the suitability of the data to its needs;
- that it is sufficiently skilled to use the data;
- the opportunity to use the documentation or the analytical tools which are provided or recommended with respect to the use of data, if necessary.

41. The Metropole de Lyon and the data producers are under no circumstances responsible for any details which are external to the data, and in particular analytical systems, equipment, software, networks, etc., used for consulting and/or processing the data.

42. In the event of a claim by a third party against the Metropole de Lyon or a data Producer because of the use of data by a user, the user shall be solely responsible for the financial consequences.

Article 9. Responsibility

43. The user is solely responsible for the use that it makes of the data.

44. Consequently, the user shall be solely and entirely responsible for the use of the data which it uses at its own risk, without any claim being possible against the Metropole de Lyon, which may not be held liable for any damage resulting directly or indirectly from the use of the data.

Article 10. Interpretation

45. In the event of difficulty in interpretation resulting from a contradiction between any of the titles contained at the beginning of the clauses or any whatsoever of the clauses, the titles will be declared non-existent.

46. Similarly, in the event of a difficulty in interpretation resulting from a contradiction between these terms and the provisions of a descriptive sheet, the terms of these conditions shall prevail.

Article 11. Nullity

47. Should one or several of the stipulations of the general terms and conditions of use be considered as being invalid or declared as such in accordance with a law, a regulation or following a final decision of a competent court of law, the other stipulations shall retain their full force and scope.

Article 12. Law

48. These general terms and conditions of use are governed by French law.

49. This is the case in both form and substance.

Article 13. Disputes

50. Subject to the provisions under article 20 of the Law No. 78-753 of 17 July 1978 concerning the powers of the Commission on Access to Administrative Documents (CADA), jurisdiction is expressly assigned to the courts of Lyon in the event of a dispute.