



Terms of use Agreement of OpenData of Empresa Municipal de Transportes de Madrid

The person, company, organization or entity (from now on, re-user agent) that is making use of the information contained or described in this portal or in any information derived therefrom and which is provided by the open data model of Empresa Municipal de Transportes de Madrid (from now on, EMT), remains bounded by this agreement.

These general conditions allow reusing the information subject to them for commercial and non-commercial purposes. Reusing is understood as the use of any document, any service to extract them or any information they may contain, owned by EMT, who places it at reusing agents' disposal as open data. The authorized re-use includes, by way of illustration, the following activities:

1. Information extraction, either by download or through processing that EMT public web services offer.
2. Share (copy and distribute) and use the open data of EMT
3. Copy Information to servers or distributions by the re-user.
4. Dissemination of data to any other source or creation of works derived from the original source, offering the data under the same type of license
5. Adaptation to other systems, using operations such as reordering, combination and, in general, any electronic processing that allows transforming the information into a new model of use.

Restrictions on the re-use of the information.

The following restrictions apply to the General conditions for the re-use of the documents subject to them:

1. The re-user agent is explicitly prohibited from distorting the nature of the information, and is obliged to:
 - a. Not to manipulate nor falsify the information.
 - b. Ensure that any information displayed in your system is always up to date.
 - c. Not to use the information to undermine or damage EMT's public image.
 - d. Not to use the information in sites that might lead to a relation with illegal acts or attempts to sabotage EMT or any other entity, organization or person.



2. When publication conditions allow, provided that there is any user interface, attribute, tag or any system that might be used by a person or entity, the message “Powered by EMT” must be clearly shown, preferably with a link to EMT de Madrid web site (<http://www.emtmadrid.es>).
3. The use of the static data contained in this Web site is free and open, so the re-user agent is not obliged to request a personal access identifier, and he is subject only to the implicit acceptance of the conditions of this agreement, however, for the consumption of dynamic data using web services defined in this site, the re-user agent is required to request the granting of a personal and unique identifier. This identifier must be requested through the form located at <http://opendata.emtmadrid.es/Formulario.aspx>. The re-user agent is responsible for the custody of the identifier in order to ensure its confidentiality and exclusive use. If the grantee had the evidence or suspicion that their personal identifier could have been known or used by individuals or organizations different from the re-user agent, he must inform EMT as soon as possible, EMT will proceed to invalidate it and to give him a new identifier, respecting the reasonable deadlines so that the re-user agent can apply the changes in their system. Equally, EMT reserves the right to set a period of expiration and renewal of the identifier. In the case of application of this right, the expiration time of the concession will be notified to the re-user agent by e-mail within, at least, 15 working days before they become effective.
4. EMT will monitor the access to the systems by the re-user agent. If an improper or overuse access is detected, which may fall for EMT systems’ resources penalty and compromise their availability leading to a collapse or delay, EMT will invalidate the access identifier of the re-user agent.
5. The metadata relating to the date of updating as well as the reusing conditions set as complementary attributes of the information provided for being reused, should be retained, not altered nor deleted.

GUARANTEES AND RESPONSIBILITIES

1. Each party states and warrants that has full power to sign the present Agreement.
2. EMT reserves the right to include any modification in the Open Data system, in the interface as well as in the content or design. The re-user agent will have to update and adapt his system for a correct integration with the EMT information.
3. EMT guarantees that has full entitlement to the ownership and veracity of the information subject to be transferred.



Limitation of liability

1. The use of the data sets will be performed by the re-use agent at his own risk; he is the only responsible for any damage caused to third parties that might arise from this usage.
2. EMT will not be responsible for the damage or harm of any nature that can derive from the use of the information done by the re-user agents, including economic losses and material damages, caused by the reusing of the information.
3. EMT does not guarantee the availability of the provided information, neither in content nor in form, does not even assume responsibilities for any error or omission contained in them.

PUBLIC RELATIONS

1. Both EMT and the grantee may include the brand features of the other party in presentations, marketing products, and their own information systems.
2. The re-user agent has the right to request approval for his finished product by EMT. That product, once approved, will be promoted in the web of EMT Open Data. For this, the re-user agent must meet the following requirements:
 - a. The finished product must be checked and approved by EMT.
 - b. If the finished product provides a user interface, this must contain the certification logo "Powered by EMT". This logo must contain a link to EMT's web (<http://www.emtmadrid.es>).
3. It is not allowed to indicate or suggest that EMT, as the holder of the information, participates, supports or sponsors the re-user agent's product, unless EMT gives specific authorization.

DURATION OF THE AGREEMENT

1. The duration of the transfer agreement provides the use of the information for a period of one year, starting at the moment of the first access and shall be automatically renewable for additional periods of one year, provided that none of the parties express the wish of not to renew the agreement, at least fifteen days before the expiration date.



2. In case of granting access by a unique identifier to the re-user agent, any of the parties shall retain the unilateral right to cancel the agreement at any time in case of non-compliance with the terms of the agreement.
3. Once the period of validity of the Transfer Agreement has ended, or cancelled according to any of the assumptions described previously, the re-user agent must not keep on using the information object of this Agreement and he must delete any given data that might be stored in their information systems.

RESPONSIBILITY OF THE RE-USER AGENT

The re-user agent is subject to the applicable regulations on the re-use of public sector information, including the penalties laid down in article 11 of Law 37/2007, 16 November, on re-using public sector information.

PERSONAL DATA

In accordance with the Organic Law 15/99 of 13/12/1999 on Protection of personal data, it is reported that the data provided by you as a re-user agent, will be included in a personal data file, whose use will be for the sole purposes relating to the treatment of this agreement, and shall be managed under the terms established by the law, which recognizes the right to access, modify and cancel this data.