

## Transport for NSW - Open Data Hub Acceptable Use Policy

### 1 ABOUT THIS POLICY

- (a) Capitalised terms in this Acceptable Use Policy (**Policy**) have the meaning given to them in the Transport for NSW (**TfNSW**) Open Data Hub Terms (**Hub Terms**) unless stated otherwise.
- (b) This Policy applies to your use of the Hub. Please read it carefully.

### 2 GENERAL

- (a) This Policy is designed to ensure that your use of the Hub does not break any laws, hinder the efficient operation of the Hub, interfere with the rights of other users of the Hub or any other entity or individual.
- (b) You are responsible for ensuring that your use of the Hub complies with this policy.
- (c) We reserve the right to vary the terms of this Policy from time to time.
- (d) If there is any inconsistency between this Policy and the Hub Terms, the Hub Terms will prevail to the extent of the inconsistency.

### 3 UNREASONABLE USE

- (a) Uses of the Hub that violate this Policy include the following:
  - (i) use of the Hub:
    - (A) that is excessive;
    - (B) that in any way materially impacts, disrupts or denies or limits access by, other persons or entities including us;
    - (C) to harass, discriminate, threaten or intimidate in any way whatsoever any person or entity;
    - (D) in any manner that is defamatory or would in any way bring us into disrepute;
    - (E) for carrying out pornographic or offensive activities;
    - (F) in any manner that may be contrary to law;
    - (G) to track or profile any individuals or make available data that allows for the tracking or profiling of individuals;
    - (H) for file sharing, sending spam or distributing malicious code or viruses; or
    - (I) in conjunction with any other datasets in such a manner that contributes to a violation of this Policy;

- (ii) circumvention of any security features in the Hub; or
- (iii) such other use of the Hub that we deem to be unreasonable or excessive use, as advised by us from time to time.

(b) Whether or not your use violates this Policy will be determined by us in our sole discretion.

#### **4 VIOLATION OF ACCEPTABLE USE POLICY**

- (a) If you use the Hub in a way that violates this Policy or the Hub Terms, we may take any action which we consider appropriate, including:
  - (i) temporary or permanent suspension of your rights to use the Hub;
  - (ii) termination of the Hub Terms;
  - (iii) limiting your use of the Hub;
  - (iv) investigation and monitoring of your use of the Hub;
  - (v) referring the matter to the appropriate law enforcement body or any other government authorities or agencies; or
  - (vi) such other action as we consider appropriate, including against you to recover our costs and expenses.
- (b) We reserve the right to monitor your use of the Hub to identify violations of this Policy, and to protect the Hub and other users of Hub.
- (c) Any failure by us to enforce this Policy for whatever reason will not be construed as a waiver of any right to do so at any time.
- (d) You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.
- (e) This Policy is governed by the laws of New South Wales. You and we submit to the jurisdiction of the courts of New South Wales.