



Transport
for NSW



Opal Dataset

Tap On and Tap Off Opal Data

Terms and Conditions

1 Opal Data Terms and Conditions

- (a) The Opal Tap On- Tap Off Data (**Opal Data**) is owned by Transport for NSW (**TfNSW**) and provided to you under the terms of the Creative Commons licence. These terms and conditions (**Terms and Conditions**) govern the access and use of the Opal Data by users (**you**).
- (b) These Terms and Conditions apply together with the Portal terms and conditions.
- (c) As a user of the Opal Data, you must accept these Terms and Conditions and our policies, including our Acceptable Use Policy, Privacy Statement and Privacy Policy (**Policies**).
- (d) We may vary or modify these Term and Conditions from time to time. The amended Terms and Conditions will be posted on the Portal. Any subsequent access to, or use by you of, the Opal Data will constitute acceptance of these Terms and Conditions as they appear at that time.
- (e) In this agreement, a reference to "you" includes a reference to anyone acting on your behalf or with your express or implied authority.

2 Obligations

- (a) You must not:
 - (i) use the Opal Data for any activities which breach any laws or regulations or infringe any third party rights;
 - (ii) use the Opal Data for fraud or any misleading or deceptive conduct;
 - (iii) attempt to re-identity any of the Opal Data; or
- (b) In the event of any breach any of the obligations in clause 2(a) or if, in the reasonable opinion of TfNSW, your use of the Opal Data is considered to be improper, TfNSW may :
 - (i) terminate or suspend your access to or use of the Opal Data in accordance with clause 3 below;
 - (ii) direct you to delete any Opal Data files held by you
- (c) You must comply with any direction issued by TfNSW under clause 2(b)(ii) as soon as is practicable.

3 Termination and suspension

- (a) If you fail to abide by or otherwise breach the Terms and Conditions, we may immediately without notice or liability to you suspend, limit or terminate your access and / or use of any part of the Open Data portal (Portal).
- (b) If we suspend, limit or terminate your access and / or use of the Opal Data or the Portal, you must not attempt to access or use the Opal Data or Portal in any way whatsoever including by re-registering on the Portal or otherwise.
- (c) Upon termination of your access and / or use of the Open Data or Portal, you must:
 - (i) discontinue any and all use of the Portal; and
 - (ii) not in any way whatsoever attempt to access or use the Portal.

4 INDEMNITY

- (d) You must indemnify and keep indemnified TfNSW against any claim, demand, loss or damage arising out of or in connection with:
 - (i) any negligence or breach of these Terms and Conditions; and
 - (ii) any breach of privacy or confidentiality

arising out of or in connection with these Terms and Conditions or your use of the Opal Data

