Agreement for Access to KSRTC-ITS, Mysuru Data Feeds (Online Form)

KSRTC is the bus operating agency in Mysuru City and has implemented Intelligent Transport System (ITS) project at Mysuru City. KSRTC makes this data available to Users who agree to the provisions of this access agreement, comply with its requirements, as well as follow the guidelines of the Data Sharing Policy.

Certain KSRTC data feeds are accessible only after registration and approval from KSRTC. User who agrees to the terms and conditions of this access agreement by clicking "I Agree" and completing and submitting the **ONLINE REGISTRATION FORM** will be granted access and issued a Unique Access Key. This unique key will enable the Third Party to access the KSRTC's ITS data feeds.

In all instances, clicking "I Agree" obligates Users to adhere to the Terms and Conditions. This agreement authorizes the User to download and host the data on their own or a third party's server and to make the data available to others. Violation of this policy may result in deactivation of Unique Access Key and denial of access to KSRTC data feeds. The Unique Access Key should not be shared by User with other entities.

Terms of Agreement

KSRTC Mysuru ITS data feeds are provided without charge to users who agree to the following:

1. In developing your app, you will ensure that the KSRTC ITS data feed is available to others only from a non-KSRTC server. Accordingly, you will download the KSRTC ITS data feed from a KSRTC server and store it on a non-KSRTC ITS server and use it for your app access. KSRTC prohibits the development of an app that would directly access or expose KSRTC's ITS API or ITS server(s).

2. KSRTC would review the user information provided by you during registration and grant access to ITS data. Unless you have written endorsement by KSRTC for your app, you will not state or imply in any manner that your app is licensed by KSRTC or that the data is provided by KSRTC server. You may, however, indicate that the data was obtained by you from KSRTC server and is stored on your own server. When using KSRTC data feeds, if there is a lag time of more than 1 minute between the real time of the KSRTC data and the actual time of the KSRTC data as accessed from your server, you will also indicate the information provided by your app to the end-user may not be real time because of the lag time between the real time of the KSRTC data and the KSRTC data as provided by you.

3. You will not state or imply that the data is guaranteed to be accurate, complete, or timely. You may however, state that the data is obtained from KSRTC and through your own server, are redistributing it.

4. You will not use the data or make it available in any manner that is inaccurate, misleading, false, or unlawful.

5. You will not, wilfully, accidentally, or inadvertently, modify or delete any of the data on the KSRTC infrastructure/servers. API requests may not be served if those requests are deemed impacting adversely the operations & performance of KSRTC infrastructure/Servers. You may, however, create an App that uses some but not all of the data.

6. You will not use the API or the Provided Data in a manner which directly or indirectly opposes or obstructs the purpose of KSRTC's ITS, i.e. to support the lawful use of public transportation in Mysuru.

7. You shall not use/allow the data for the use of KSRTC competitors which would have detrimental effects on the business interests of KSRTC.

8. Data is provided on an "as is" and "as available" basis. KSRTC makes no representations or warranties of any kind, expressed or implied. The data is not guaranteed to be accurate, complete, or timely. KSRTC disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. KSRTC and its employees, officers, management and its system integrators will not be liable for damages of any kind arising from the use of Data including but not limited to direct, indirect, incidental, punitive and consequential damages.

9. Operational data which is copied to the user's server in real time should be purged on periodical basis by the user.

10. KSRTC reserves the right to alter and/or no longer provide Data at any time without prior notice. However, KSRTC will endeavour to inform you in advance about the same but has no obligations to do so.

11. KSRTC maintains title, ownership, rights and interest in and to Data.

12. The data access granted by KSRTC does not grant you any right to use the Information in a way that suggests any official status or that KSRTC endorses you or your use of the Information.

13. All content on the KSRTC's ITS website including the collection, arrangement, assembly and presentation of pages and all logos, maps, text, images, feeds and databases are the property of KSRTC are protected by copyright laws. This Agreement shall not be deemed to grant you any title or right to KSRTC's patents, copyrights, trade secrets, or other intellectual property.

14. You shall not display, copy, distribute or otherwise use in association with the Data any KSRTC or other trademarks, logos, symbols, maps, and other materials of KSRTC, protected under trademark and copyright laws, including but not limited to the seal of KSRTC and KSRTC logos and any confusingly similar variants.

15. On KSRTC providing you with access & Unique App Key(The User Identification Number provided by KSRTC is unique to the Third Party applicant/registrant and the Third Party shall not share this Unique ID with any other entity/agency/individual/institution), you accept the data and the data feed "as is" and without any KSRTC warranty or representation that the data or the data feed is merchantable, accurate or complete, suitable or fit for a particular purpose, compatible, available, reliable, non-infringing, secure, or virus free.

16. Your access to and receipt of the data feed is entirely at your own risk. You are solely responsible for using this data feed and the development and use of your app, including but not limited to determining and providing within and as part of the development of your app for its design, functionality, and security features.

17. It is the responsibility of User to comply with all applicable laws including any laws dealing with the ability of a person with a disability to access and use your app. Even if such laws do not apply, KSRTC recommends and requests that insofar as applicable and relevant, you include such accessibility and use in the development of your app.

18. Audit logs will be enabled for user activities which may be subject to third party audits commissioned by KSRTC.

19. In the event of any updates to Security policy and procedures, the corresponding update in the data exchange protocol shall be notified.

Termination:

KSRTC reserves the right at any time for any reason and without notice to you to:

A. Terminate or suspend the availability of the data feed.

B. Permanently or temporarily terminate your access to the data feed because KSRTC has determined in its sole discretion that you have violated this agreement.

C. Change any or all of the provisions of this access agreement, including a change which would require you to change your app or result in you not being eligible to continue to access the data feed.

D. KSRTC will endeavour to inform you in advance of any of the above actions but has no obligation to do so.

E. Notwithstanding any other provision in this Agreement, if you are in breach of your obligations under this Agreement, including, without limitation, KSRTC has the right to terminate this Agreement immediately.

F. KSRTC can take enforcement action against you and any or all of your applications if KSRTC determines, in our sole judgment, that you or your application violates this Agreement. Enforcement actions can include disabling your application, restricting you and your application's access to the KSRTC Data, terminating our agreements with you, or any other action as we in our sole discretion deem appropriate. In case of use of data in violation of the policy, legal action may be initiated by KSRTC under the provisions of Information Technology Act.

G. In case of planned discontinuation of the data exchange, the initiating party shall notify the other party in writing, and it shall in turn receive an acknowledgement for the same. The notification should describe the reason/s for the disconnection and provide the timeline for the disconnection.

H. On discontinuation of the service, the user should destroy all the confidential information along with data and notify KSRTC.

Upon any termination or expiration of this Agreement, you will promptly delete all KSRTC Data from your application, computer systems or other storage devices and discontinue all use of the KSRTC Brand Assets. You agree to certify in writing that it has performed its obligations if KSRTC requests a certification.

Upon approval from KSRTC, I am willing to enter into agreement with KSRTC.

I am willing to sign separate Non-Disclosure Agreement and submit to KSRTC for ensuring non-disclosure of information and intellectual property without consent.

I am willing to disclose the intent, purpose of usage, and give an undertaking to KSRTC that I will limit the usage of data for the purposes mentioned therein and declare that this information will not be used for facilitating or carrying out any unlawful activities and acts which threaten the security of nation.

Yes, I agree to these terms and conditions. Please provide KSRTC's authorisation and Unique ACCESS KEY for allowing me to view and download the data.

Date: Signature: