

January extended track closures - impacts all lines



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# Open data terms and conditions


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**Acceptance of terms and conditions:** By accessing, viewing, relying upon or otherwise using the public transport [data sources](#) (Data), and/or by submitting any website, application or other use of the Data (Application) for consideration for reference on the Translink website, you accept these terms and conditions and agree to be bound by them, as updated from time to time.

## Terms and conditions

- **Inconsistency:** If these terms and conditions are inconsistent with any other specific notice for another product or service given by or on behalf of the State of Queensland (State), the provisions of the specific notice apply to the extent of the inconsistency. These terms and conditions may be updated by the State from time to time without notice.

## Use of data

- **Creative commons licence:** Use of the Data is licensed under the Creative Commons (CC BY) and is subject to that licence and these terms and conditions, to the extent permitted by law.
- **Provision of data:** The State currently offers the Data free of charge, subject to these terms and conditions, and reserves the right to change, update, alter, add to or remove Data from time to time without notice.
- **Use of the Translink logo:** If you or any third party wishes to convey information about the Translink network, logo or images in public material, you must gain approval by submitting a request and intended use to ([marketing@translink.com.au](mailto:marketing@translink.com.au)). The team will endeavour to respond as soon as possible to all approval requests, but please allow three full business days for processing. The State reserves the right to refuse approval and prohibit the use of any brand materials and request content be removed from applications if we believe there has been a misuse of the brand. Approval for use of Translink's network, logo or images is not an endorsement.
- **Compliance with laws:** You must comply with all relevant laws and the terms of any agreements you have entered into, and not breach anyone's rights, in relation to everything dealt with in these terms and conditions.
- **Contact details:** You must provide (and keep current) your contact details to the State so that comments, feedback or complaints about your use of the Data may be directed to you, and you consent to this retention and use. Any personal information collected will only be used for this purpose and will not be disclosed without your consent unless the State is authorised or required to by law. For further information on the State's privacy policy, please refer to (<http://www.tmr.qld.gov.au/Help/Privacy.aspx>). 

## Submission of applications for listing on the Translink website

- **Submission of applications:** By submitting an Application (including any image provided with your submission) to the State you warrant and represent that you own or otherwise have the rights to the Application, including the rights granted to the State under these terms and conditions. You warrant and represent that your Application

does not and will not contain or send material, information or processes which may be considered by the State (acting reasonably) to be disreputable, distasteful, offensive, controversial, illegal, antisocial or detrimental to anyone or anything or not in the public interest.

- **Linking to applications:** You grant us a licence to display and link to your Application (including any image provided with your submission) or any part of it and to deal with it in accordance with these terms and conditions. The State has no obligation to display or link to your Application, and may edit or remove any such display or link at any time in its sole discretion, with or without notice, at any time.

## Liability

- **Disclaimer:** In consideration of the State permitting the use of the Data, you acknowledge and agree that the State gives no warranty in relation to the Data (including accuracy, reliability, completeness, currency, suitability or continuity of service) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the Data.
- **Release and indemnity:** You release and indemnify the State from and against all claims (including without limitation, claims in negligence and third party claims) for any loss, damage or costs (including without limitation consequential damage) relating to any use by you of the Data or failure by you to comply with these terms and conditions.
- **Third party liability:** You must not represent that the State in any way endorses your Application, and you must use your best endeavours to ensure that access to your Application requires a similar disclaimer, release and indemnity, benefiting the State, to be given by third party users.

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