

Terms & Conditions

Thank you for visiting the Delhi Open Transit Data – OTD website ("this website"). By accessing and using any part of this website and/or using the online services; and/or services provided by Department of Transport (DoT), GNCTD as promoted in this website, you shall be deemed to have accepted to be legally bound by these Terms & Conditions. If you do not agree to any of these Terms & Conditions, please do not use this website and/or the online services.

General

1. These Terms & Conditions may be changed from time to time at the absolute discretion of DoT. All changes will be posted on this page, and your use of this Site after such changes have been posted will constitute your agreement to the modified Terms & Conditions and of all the changes.

Proprietary Rights

2. This website is owned and operated by the Department of Transport (DoT), GNCTD.
3. The materials located in this website including the information, trade and service marks and software programs (the "Contents"), are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in the Contents are owned by, licensed to or controlled by DoT.

Privacy

4. Your privacy is important to us. Anyone can generally visit the site without revealing Personal Information unless he chooses to provide such information.

We collect and store the following information about user visits for statistical purpose:

- The internet domain of users services provider and IP address from which user access our website.
 - The type of browser and operating system used to access our site.
 - Date and time user accessed our site.
 - The pages/URLs visited
 - If the visitor reached this website from another website, the address of that referring website.
 - We make no attempt to link these addresses with the identity of individuals visiting our site unless an attempt to damage the site has been detected.
 - We do not sell or share any personal information volunteered on this OTD Platform to any third party (public/private). However, this information is only disclosed if the law requires it.
5. OTD Platform requires you to provide basic information to access static data and requires a user account to access real time data.

Use of Contents

6. To use the Contents of this website or any part thereof, the user must agree to the terms and conditions, stating the Contents for use; intent of use; manner of use; time frame of use and identity of the user. DoT reserves the right to refuse permission without stating any reason(s); and/or if information submitted by user is deemed insufficient.
7. Modification of any of the Contents or use of the Contents for any other purpose will be a violation of DoT's copyright and other intellectual property rights. Graphics and images on this

website are protected by copyright and may not be reproduced or appropriated in any manner without permission of DoT and/or their respective copyright owners.

8. Unreasonable Use: Uses of this website that violate this Policy include the following:

- that in any way materially impacts, disrupts or denies or limits access by, other persons or entities including us;
- to harass, discriminate, threaten or intimidate in any way whatsoever any person or entity;
- in any manner that is defamatory or would in any way bring us into disrepute;
- for carrying out offensive activities;
- to track or profile any individuals or make available data that allows for the tracking or profiling of individuals;
- for file sharing, sending spam or distributing malicious code or viruses; or
- in conjunction with any other datasets in such a manner that contributes to a violation of this Policy;

Disclaimer of Warranties and Liability

9. The Contents of this website are provided on an "as is" basis without warranties of any kind. To the fullest extent permitted by law, DoT does not warrant and hereby disclaims any warranty:

- a) as to the availability, accuracy, correctness, fullness, reliability, timeliness, non-infringement, title, merchantability, fitness for any particular purpose of the Contents of this website;
- b) that the Contents available through this website or any functions associated therewith will be uninterrupted or error-free.
- c) that this website, its server and its Contents will be free of all viruses or other malicious, destructive or corrupting code, agent, program or macros and/or other harmful elements; or
- d) that defects will be corrected.

10. DoT shall also not be liable to any person for any claims, liabilities, expenses, losses or damage of whatever nature (whether direct or indirect) caused as a result (whether direct or indirect) of the use of this website or non-access thereof, including but not limited to any claims, liabilities, expenses, losses or damage of whatever nature (whether direct or indirect) suffered by any person as a result of the use of or reliance on the Contents contained or available from this website. Accessing these websites, using the services promoted on this website and the downloading of material from them is done entirely at the user's own risk. The user, and not DoT, will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data even if DoT has been advised of the possibility of such damage.

11. The information provided herein is to give a better understanding of the user's obligations and do not constitute professional or legal advice. While every effort is made to ensure that the Contents herein are consistent with existing law and practice, members of the public are advised to refer to the relevant legislation or to professional advice to be certain of their legal obligations.
12. DoT reserves all rights to deny or restrict access to this website to any particular person, or to block access from a particular Internet address to this website, at any time, without ascribing any reasons and/or notification whatsoever.

Links from this Website to other Websites

13. This website may contain hyperlinks to websites which are not maintained by DoT. Such links are supplied solely for the convenience of users. DoT is not responsible for the contents of these websites and shall not be liable to any person for any claims, liabilities, expenses, losses or damage of whatever nature (whether direct or indirect) arising from use of and/or access to those websites. Use of the hyperlinks and access to such websites are entirely at user's discretion.
14. Hyperlinks to other websites are provided as a convenience to the user. In no circumstances shall DoT be considered to be endorsing or verifying such websites, nor shall DoT be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which this website is linked. DoT does not guarantee that these links will work all of the time and we have no control over the availability of the linked pages.

Links to this Website from Other Websites

15. If you wish to provide a link to our website, please notify DoT via the 'Contact Us' link. DoT reserves the right to impose any terms and conditions when permitting any hyperlinking to, or framing of this website and/or any of the Contents.
16. Your hyperlinking to, or your framing of this website or any of the Contents constitute acceptance of these Terms & Conditions. This is deemed to be the case even after the posting of any changes or modifications to these terms & Conditions. If you do not accept these Terms & Conditions, you must discontinue hyperlinking to, or framing of this website or any of the Contents immediately.
17. Under no circumstance shall DoT be considered to be endorsing or verifying the contents of such websites that hyperlink to this website or any of the Contents, nor shall DoT be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites that hyperlink to this website or any of the Contents.
18. DoT reserves all rights to disable any hyperlinks to, or frames of any website containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.
19. DoT reserves the right to disable any unauthorised hyperlinks or frames and disclaims any responsibility for the content available on any other website reached by hyperlinks to or from this website or any of the Contents.

Cookies

20. When you visit this website, a "cookie" may be sent to your computer. A cookie is a piece of data that identifies you as a unique user. DoT uses cookies on this website to improve the quality of DoT services and to understand the user base of this website better. DoT does this by storing user preferences in cookies and by tracking user trends and patterns of how users search.
21. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Please note, however, that some parts of the services offered by DoT on this website may not function properly if you refuse cookies.

Copyright

22. Material featured on this Portal may be reproduced free of charge. However, the material has to be reproduced accurately and not to be used in a derogatory manner or in a misleading context. Wherever the material is being published or issued to others, the source must be prominently acknowledged. However, the permission to reproduce this material shall not extend to any material which is identified as being copyright of a third party. Authorization to reproduce such material must be obtained from the departments/copyright holders concerned.
23. The design and layout of this website is protected by intellectual property and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, image or search engine from this website may be copied or transmitted unless expressly permitted by DoT.
24. In addition to these Terms & Conditions, you will comply with all additional copyright notices, information or restrictions contained in any Content on this website or in any part of this website.

Governing Law

25. These terms and conditions shall be governed by and construed in accordance with the Indian Law. Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the courts of India.
26. Thank you for reading the Terms & Conditions of this website. By accessing this website, you are deemed to have accepted all the Terms & Conditions.