

Terms of Use – NetBI/Metlink’s Data Warehouse Access

If you need approval for sharing data, have any questions or need any help, please contact Metlink’s CIA Team on netbi@gw.govt.nz

1. Introduction

- 1.1. Welcome to NetBI (the **Service**) provided to you by Metlink. NetBI is a Software as a Service product provided by NetBI in conjunction with Metlink.

2. Applicability of these Terms

- 2.1. These Terms apply to any use of the Service by you. By accessing the Service you agree to be bound by these Terms. If you do not accept our Terms then you must not access or use the Service.
- 2.2. We may amend these Terms from time to time.
- 2.3. By continuing to access and use the Service after we have published amended Terms, you agree to be bound by the amended Terms.
- 2.4. These Terms were last updated on 1 July 2022.

3. Acceptable Use

- 3.1. **You must use the Service in a legal and responsible manner in conformity with all applicable Laws**
- 3.2. **Data reported/shared by GWRC users**
 - (a) **must be marked either ‘confidential’ or ‘for internal use only’**
 - (b) **must not be on-shared externally (unless approved by CIA Team)**
 - (c) **must not have any data that could be used to identify an individual (unless approved by the CIA team)**
- 3.3. **Data reported/shared by external users:**
 - (a) **Must be at an aggregated level – ensuring that an individual’s data/travel cannot be identified**
 - (b) **And must not:**
 - **show any passenger boardings/alightings less than 5**
 - **have any detailed data for any school service**

4. Extent of Services

- 4.1. We do not guarantee:
 - (a) the availability of the Service;
 - (b) the speed at which information may be transmitted or received via the Service; or
 - (c) that the Service will be compatible with your Technical Environment. It is recommended that Chrome be used as the preferred browser. The Service will not work properly with Internet Explorer.

- 4.2. to ensure the security, integrity and confidentiality of your information and data.
- 4.3. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the Service.

5. Criminal Activity

- 5.1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in New Zealand or in any state throughout the world.
- 5.2. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- 5.3. You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 6 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

6. Privacy, Data Capture and Tracking Compliance

- 6.1. Certain data is captured by Metlink and/or its third-party providers while providing the Service. This includes:
 - (a) the Internet Protocol (**IP**) addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address;

7. Our Obligations

- 7.1. We intend that the Service should be available 24 hours a day, seven days a week. It is possible, however, that on occasion it may be unavailable to permit maintenance, development or other administrative activity to take place and you accept that at times you may not be able to access the Service.

8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, we will not be liable to you (whether in contract, tort, equity or otherwise) for any Loss of any kind arising out of or in connection with your access to or use of the Service, regardless of the cause of such Loss or whether you have been advised of the possibility of such Loss.

9. Indemnity

- 9.1. You agree to fully indemnify us and hold us harmless from and against any and all claims, suits, actions, proceedings or Loss incurred, suffered or brought against us in respect of or in connection with:
 - (a) Your access to and use of the Service;
 - (b) a claim by a third party that your use of the Service infringes the rights of that third party or breaches any applicable Law;
 - (c) any party that has gained access to the Service through your deliberate or negligent actions or omissions.

10. Suspension or Termination

- 10.1. We reserve the right to suspend, restrict, throttle or terminate access to the Service if we consider, in our sole discretion, that such access to or use of the Service is:
 - (a) excessive or unduly burdensome on us or our Underlying System in any way;

- (b) otherwise in breach of these Terms.

11. Termination

11.1. On termination:

- (a) all rights and licences granted to you under these Terms will terminate immediately;
- (b) we will immediately stop your access to the Service.

12. Definitions

Confidential Information means any information of the disclosing party that is disclosed to, or accessed by, the receiving party, and relates to the disclosing party's business, know-how, finances, customers, suppliers, processes, technology products and services, prices, ideas and technologies, whether or not such information is expressly identified as being confidential when it is disclosed to the receiving party, or is in a material form. Without limiting the generality of this definition Intellectual Property owned by Metlink or its licensors is Metlink's or the licensor's Confidential Information.

Metlink, us, we or our means the Wellington Regional Council, a regional council in accordance with the Local Government Act 2002 trading as Metlink.

Intellectual Property means all copyright, patents, trademarks, trade names, designs, domain names, trade secrets, formulations, inventions, models, plans, licences, know-how, databases, technical information, discoveries, ideas, data, research, results, reports, drawings, techniques, specifications, standards, methods, manuals, get-up, rights in computer software, copyright in works and all rights or forms of protection of a similar nature, throughout the world, whether or not registered, and (where applicable) any application to register any of these rights any includes any Update or any other enhancement, modification or derivative work of the Intellectual Property. **Intellectual Property Rights** has a consistent meaning.

Law means: (a) any statute, regulation (including without limitation the GDPR), bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject; (b) the common law and the law of equity as applicable to the parties from time to time; (c) any binding court order, judgement or decree; (d) any applicable industry code, convention, policy or standard enforceable by law; (e) any applicable direction, policy, permission, consent, license, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business, in any jurisdiction in which GW or you, are resident.

Loss means any loss, damage, claim or expense.

Services means the provision of access to the wireless internet service by Metlink or its third party providers and any associated services.

Technical Environment means an information and communications technology infrastructure, including but not limited to mobile devices, software, hardware, operating systems, servers, internet access, local area networks and wide area networks.

Terms means these terms and conditions and any relevant terms and conditions incorporated by reference.

Underlying System means the Technical Environment used to provide the Service including any third party solutions, systems and networks.

Update means any enhancement, modification, improvement, patch, bug fix, release version or successor to the Service or Underlying System.

You and your are, where context dictates, references to you the individual.