

# **Terms of Service for the NAP service provided by the Finnish Transport and Communications Agency Traficom**

## **General information**

The NAP service maintained by the Finnish Transport and Communications Agency Traficom (hereinafter the "Service") is intended for the digitisation and publication of essential information concerning mobility services and the publication of related interfaces. The service can also be used to browse and search for this information from all service providers. The service is available online at <https://finap.fi>.

## **1 Object of use, application of the Terms of Service, and parties**

Some features of the service are available without registration and login requirements. Such functions include searching and browsing for information on service providers and mobility services. Users who are not logged in are subject to sections 1 to 3 of these Terms of Service. The service prompts the user to accept the Terms of Service before they use the service.

Some of the functionalities of the service require registration and the creation of a personal ID. These functions include creating a service provider and modifying their information as well as entering, publishing and modifying service information. By registering for the Service, the user accepts these Terms of Service in their entirety.

Traficom reserves the right to restrict the user's rights within the Service.

## **2 Responsibilities for the use of the Service**

Each user is personally responsible for being aware of the instructions, terms and requirements for using the Service.

The user of the Service is responsible for the data communications costs arising from the use of the service and for the operation of their personal devices and software.

Traficom is responsible for the technical functionality and operations of the Service and for user support. The Service itself is free of charge.

## **3 Limitations of liability**

Traficom is not responsible for the functionality of the data communication connections and services between the customer and Traficom. Traficom is not liable for any damages caused to the customer due to any disruptions in the Service. Traficom is also not liable to its customers or third parties for any possible errors or deficiencies in the Service or for any direct or indirect damages caused by the use or interpretation of the information contained in the Service.

The service may contain data visualisations (shown on e.g. a map) created on the basis of information published by service providers, or data converted to another technical format (e.g. from GTFS to NeTEX). Traficom offers these visualisations and transformations as technical aids, but does not assume responsibility for the correctness of their results. Those using visualisations and format-converted data are personally responsible for verifying that the results of the original data and visualisations or transformations match.

Mobility service providers are responsible for the mobility service information published in the service and for ensuring that this information remains accurate and up-to-date. Traficom is not responsible for the mobility service information published in the service or for ensuring that this information remains accurate or up-to-date.

#### **4 Registering for the Service**

Only natural persons may register for the Service. When registering for the Service, the user must provide their email address and name and set a personal password. The user must use their own name. Registering for the Service using any other data than the user's own personal data is prohibited.

#### **5 Adding a service provider**

In order to create and edit service information, the user must create a new service provider or become a member of an existing service provider.

The service provider that is to be created must represent a company or other organisation with a business ID that provides mobility services (hereinafter the "Company"). The user must have the legal right to represent the Company behind the service provider in the NAP service, or the user must have obtained authorisation from the corresponding Company to represent the service provider of said Company in the NAP service.

The name of the service provider that is to be created must be the same as the Company's registered company name or auxiliary company name.

The user may not add to the Service a service provider whose information does not correspond to an actual Company, whose corresponding Company is not a mobility service provider, or a Company that the user is not authorised to represent in the NAP service.

#### **6 Becoming a member of a service provider**

The user may submit a request for becoming a member of a service provider to another user who is already a member of the service provider.

All members of the service provider receive the same administrative rights to the service provider. A member of a service provider may invite other persons to become members of the service provider. A member of a service provider may remove other members from the service provider.

A user who adds another user as a member of the service provider is responsible for ensuring that the user who is to be added has the legal right to represent the Company corresponding to the service provider or that the user has been authorised by the Company to represent the Company in the NAP service.

When a user submits a service provider membership request to the NAP service's helpdesk, the user is responsible for ensuring that they have the right to represent the Company corresponding to the service provider in the Service. Traficom is entitled, at its discretion, to require the user to prove their right of representation or to refuse to add the user as a member of the service provider.

#### **7 Terminating the membership of a service provider**

If a user's authorisation for representing the Company corresponding to a service provider in the Service is terminated, they must personally revoke their membership to the service provider.

The Company corresponding to the service provider is responsible for ensuring that all users belonging to said service provider in the Service are authorised to represent the Company in the Service. If this is not the case, the Company should request the removal of any unauthorized users from the users themselves, another user of the service provider, or from the NAP helpdesk. The NAP helpdesk may, at its discretion, remove any users who are suspected of being unauthorised users from the service provider on its own initiative.

#### **8 Publication of mobility service information**

A user belonging to a service provider may create mobility services for the service provider and publish them in the Service. All published information is licensed under the Creative Commons

Attribution 4.0 International licence. This applies to data entered into the Service, but not to the service provider's own data published elsewhere that is referred to in the data entered into the Service. The service provider may decide the licences or terms of use of its own interfaces that are published in the section "The Service's external machine-readable interfaces" and present them in connection with the interface.

The Company corresponding to the service provider is responsible for ensuring the accuracy of the information contained in the services published in its name. Traficom has the right to review the information before publication and, at its discretion, prevent it from being published if the information is manifestly incorrect or if there is reason to suspect any misuse. The review process may delay the publication of the information. Traficom also has the right to remove a mobility service or service provider published by the Company from the Service in such cases where the service provider's transport licence for the provision of the mobility service published in the Service has ended, the Company's operations have ceased in their entirety due to, for example, bankruptcy, or the Company has been sold to a new owner. Traficom also has the right to remove all or part of a mobility service that has already been published if the data contents of the service are clearly incorrect or the data has been misused.

### **9 Responsibility for user names and passwords**

The user is responsible for the correct use of their user ID and agrees to use it only for the agreed purpose that is related to their work tasks. The user may not pass on or distribute their user ID and password or hand them over to a third party. Every user ID is personal. In case a third party gains access to the user's ID and/or password, they are required to immediately notify Traficom about what has happened by email to [nap@traficom.fi](mailto:nap@traficom.fi).

Traficom is not liable for any damages caused to the customer by the disclosure of their ID or password.

### **10 Changing the functionality of the Service**

Traficom has the right to change the contents of the Service and how it is operated as well as these general Terms of Service, insofar as the changes are necessary for the development of the Service or for other acceptable reasons.

### **11 Validity of access rights**

All access rights to the Service will remain valid until further notice.

### **12 Cancellation/termination of access rights**

Traficom has the right to remove a user's access rights if their use of the service damages Traficom or exposes Traficom to the risk of damage. In addition, Traficom may terminate the user's access rights in the event that the Service is terminated for some reason.

The user may terminate their access rights immediately by notifying Traficom of the fact either by letter or email. This notification must include the user's ID, i.e. the email address that they used to register to the service.

### **13 Privacy policy**

The privacy policy can be downloaded from Traficom's privacy policy page.

### **14 Validity**

These terms and conditions will remain valid until further notice. Traficom reserves the right to change these Terms of Service. Any changes to these terms will be reported on the interface of the NAP service.