

Terms of Service for Developers.

This Developer License Agreement and Terms of Use ("Agreement") governs the use by developers and third parties ("Licensee") of electronic data owned and maintained by NICE including, but not limited to, General Transit Feed Specification ("GTFS") and General Transit Feed Specification – realtime ("GTFS-realtime") (collectively, "NICE Data"). NICE can change this Agreement at any time by posting a revised Agreement as NICE deems necessary. Your continued use of any NICE Data constitutes acceptance of those changes.

Licensee may not use NICE's trademarks and copyrighted materials for any commercial or profit-making use and may not alter them in any way.

Licensee may not remove the Roadify attribution from our service alerts if Licensee chooses to use the GTFS-real time file.

The NICE Data is provided on an "as is" and "as available" basis. NICE makes no representations or warranties of any kind, express or implied, pertaining to the NICE Data.

NICE disclaims all warranties pertaining to the NICE Data, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. NICE and its employees, officers, Board members and agents will not be liable for damages of any kind arising from the use of NICE Data including but not limited to direct, indirect, incidental, punitive and consequential damages. NICE reserves the right to alter and/or no longer provide NICE Data at any time without prior notice.

Licensee agrees to indemnify, defend and hold harmless NICE, its employees, officers, Board members and agents, from and against all fines, suits, proceedings, claims, causes of action, demands, or liabilities of any kind or of any nature arising out of or in connection with Licensee's use of the NICE data.

The validity of any term or provision of the Agreement will not affect the validity of any other provision set forth herein.

NICE does not currently charge a license fee to download NICE Data. However, NICE reserves the right to institute a license fee at any time in the future without prior notice.

NICE maintains title, ownership, rights and interest in and to the NICE Data.

NICE reserves the right to modify or revoke the Agreement at any time.

The laws of the State of New York shall govern all rights and obligations under the Agreement. The Agreement constitutes the complete and exclusive agreement between NICE and Licensee with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications, or arguments not specifically incorporated herein.