

## **General Terms of Use of the “opendata.edf.fr” site and Legal Notice**

EDF is deploying a secure electronic portal “opendata.edf.fr”, the purpose of which is to provide access to open datasets that can be downloaded by users. This service is based on SaaS solutions from the provider Opendatasoft.

The purpose of these ToU is to regulate the use of the opendata.edf.fr site and the data it contains. The User acknowledges having read these ToU and undertakes to comply with them. EDF reserves the right to amend this notice at any time. The User therefore undertakes to consult it regularly.

In the event that the User accesses the opendata.edf.fr portal from a State other than France, he/she also undertakes to comply with locally applicable laws.

The portal is governed by French law. Most of the online content and services on the EDF Group's opendata.edf.fr portal are available in French and English. In the event of dispute, the French language of these ToU shall be binding.

### **1.Presentation of the “opendata.edf.fr” portal**

The portal, which can be accessed at the address <https://opendata.edf.fr>, enables:

- the User to access all or some of the following functionalities:
- consultation and visualisation of data
- reproduction and extraction of data
- the reuse of data in accordance with the conditions of the applicable licence, specified in Article 2, via the following functionalities: consultation of data tables and analyses, downloading of data, use of APIs.
- EDF to publish information that it wishes to make public and reusable, in accordance with the legal and regulatory provisions relating to the protection of certain data and in particular personal data.

### **2.Data usage rights**

EDF reminds the User that the rights of use and exploitation of the downloadable content on the portal are set out in the applicable licences specified in the information tab associated with each data set. Without further clarification, the applicable licence can be accessed on the site:

<https://www.etalab.gouv.fr/wp-content/uploads/2017/04/ETALAB-Licence-Ouverte-v2.0.pdf>

The reproduction, distribution, adaptation and exploitation of downloadable content, including for commercial purposes, are authorised, subject to mentioning the authorship of the data: their source (at least “EDF”) and the date of the last update of the reused data.

The following message can be used for the mention of authorship of the data:

- “contains original data downloaded from <https://opendata.edf.fr>, updated on [xx/xx/xxxx], under the terms and conditions of the Etalab licence. ”

In the event that the integrity of the information is compromised

If the reuse of the content available on the [opendata.edf.fr](https://opendata.edf.fr) portal has had, or could have, any influence on the integrity of the data, the User must clearly notify this fact to those persons using, consulting, accessing, interacting or being in contact with the creation resulting from the reuse of the content available on the [opendata.edf.fr](https://opendata.edf.fr) portal.

The following message can be used for the mention of authorship of the data:

- "contains data downloaded from <https://opendata.edf.fr>, updated on [xx/xx/xxxx], under the terms and conditions of the Etalab licence and that has been modified by a third party – EDF cannot be held liable. ”

### **3.Responsibilities and guarantees**

#### **3.1Responsibility of the User**

The User is solely responsible for the reuse of the information downloadable from the [opendata.edf.fr](https://opendata.edf.fr) portal. In fact, when using the services offered by the [opendata.edf.fr](https://opendata.edf.fr) portal, the User:

- undertakes not to mislead third parties as to the content of the information, its source and its date of update
- shall refrain from any abnormal, abusive or fraudulent use of the services offered on the [opendata.edf.fr](https://opendata.edf.fr) portal

In general, the User shall refrain from any activity by means of the services offered on the [opendata.edf.fr](https://opendata.edf.fr) portal which might be at variance with the laws and regulations applicable to him/her. Any breach by the User of the terms and conditions of these ToU will automatically result in the termination of the licence granted to him/her.

#### **3.2Responsibility of EDF**

The EDF Group's [opendata.edf.fr](https://opendata.edf.fr) portal is a site providing access to open data sets that can be downloaded by users.

The information provided on the EDF Group's [opendata.edf.fr](https://opendata.edf.fr) portal is for informational and indicative purposes. EDF cannot guarantee that the information published on the site is at all times accurate, complete or up to date. This does not absolve the User from further appropriate analysis. EDF cannot therefore be held liable for errors or omissions, or for the lack of availability of information and services.

In consequence, the User acknowledges that he/she uses this information under his/her sole responsibility. EDF cannot be held liable for any direct or indirect damage which may result from the access, use or reuse made of data from the EDF Group's [opendata.edf.fr](https://opendata.edf.fr) portal, including but not limited to, lack of accessibility, loss of data, and/or the presence of viruses on the site.

## **4. Editorial content and hypertext links**

The portal also presents editorial content (illustrations of data sets, highlighting of data sets, etc.). Any reproduction of this additional editorial content is prohibited without authorisation from EDF.

The use of the logo of EDF and its subsidiaries by the User, in particular in his/her application, is strictly prohibited, under penalty of prosecution.

Hypertext links can be set up on the [opendata.edf.fr](https://opendata.edf.fr) portal to external websites.

However, since EDF is not the publisher of these sites, it cannot control their content. Consequently, EDF cannot under any circumstances be held liable for the content of the sites thus accessible, or for any collection and transmission of personal data, installation of cookies or any other process leading to the same ends, carried out by these sites.

## **5. Definitions**

ToU: means these General Terms of Use of the data and the APIs of the website.

Data: refers to the information to which EDF gives access on the site, in consultation, by downloading or by means of an API.

User: refers to the natural or legal person complying with these ToU and wishing to reuse all or part of the EDF data accessible on the site.

API(s): means the programming interface allowing an application or a developer to access the data available on the site.

Application: refers to a web or mobile application, and is a program or a set of programs which implements (automates) the principles specific to an activity, allowing the processing of said activity by a user.

## **6. Legal Notice**

The Opendata portal of the EDF Group is the property of Électricité de France, Société Anonyme:

- with a share capital of 1,549,961,789.50 euros,
- registered in the Paris Companies Register under number 552 081 317;
- Intercommunity VAT No.: VAT EU FR 03552081317, and whose head office is located at:

22-30, avenue de Wagram 75008 Paris, Tel.: 33(0) 1 40 42 22 22

The publishing director of the EDF Group's open data portal is Mr. Gérard Hatabian, in his capacity as Group Data Director.

EDF Group's online open data portal was designed and is hosted by Opendatasoft, Société par Action Simplifiée (simplified joint-stock company):

- with capital of 331,051 euros,
- registered in the Paris Companies Register under number 538 168 329;
- Intercommunity VAT No.: FR42538168329,

and whose head office is located at 130, rue de Lourmel 75015 Paris.