

Terms & Conditions

HEATMAPS
BY HEXOS

Introduction

1. This service (Heatmaps by Hexos), provided by Hexos, enables users to order 'heatmap images and data files' (generated as a single product which for the purposes of these terms and conditions we shall refer to as heatmaps) showing travel time by public transport or car to or from UK postcodes selected by them.
2. The heatmap product contains the following: an interactive online map accessible via the 'Heatmaps by Hexos' dashboard and a downloadable zip folder of 20 high definition images, with 4 image definitions and 5 maximum travel times as well as the GeoJSON data used to draw up the maps. The variables included in the GeoJSON is covered in the GeoJSON section of our heatmap handbook.
3. We reserve the right to update these terms and conditions from time to time. Please check back to this page regularly.
4. You must be 18 or older to use the service.
5. In order to place orders for heatmaps from Hexos, the user must first register on the site and buy account credits.
6. A contract, under these terms, is formed between Hexos as soon as credits are purchased via Stripe (see stripe.com/gb) and Hexos has received confirmation of purchase from Stripe, at which point Hexos will send the user an email (to the email address used during registration) as confirmation of the credit purchase.

Cancellation

7. The user has the right to cancel for up to seven days after purchasing credits. They can do this by contacting us and asking for a cancellation and refund. If however any credits have been used during this seven day period to order heatmaps only the value of the unused credits will be refunded to the user.
8. We may cancel the contract by giving you 7 days' notice of cancellation. If we reasonably believe that you are in material breach of this agreement or that we are required to do so by law, then we may cancel the contract without notice to you.
9. If the contract is cancelled for any reason, you will be credited with the cost of any unused credits remaining on your account.

Credits

10. The price of credits depends on the number of credits bought and any seasonal offers that may be in effect at the time of purchase. (See the pricing page (hexos.co.uk/heatmaps-by-hexos.html#pricing) and pricing calculator (hexos.co.uk/calculator.html) for more information). Users will be charged according to these prices.
11. Credits expire after 4 months from the time of purchase. Any credits not used within 4 months of purchase will become void and may no longer be used against any further heatmap requests.
12. Hexos will aim to credit accounts with newly purchased credits within 48 hours. However, they reserve the right to extend this period if they are currently experiencing a high number of purchases and heatmap requests.

Placing an order

13. To place an order for a map or data file the user must first have registered on the 'Heatmaps by Hexos' site and purchased at least one credit. An order may be placed through the request page on the 'Heatmaps by Hexos' dashboard available at heatmaps.hexos.co.uk.
14. The heatmap request page will allow the user to specify the options for each heatmap: heatmap size, postcode, heatmap direction, arrival or departure time, transit type and day of the week. The maximum travel time is customisable after the heatmap has been generated.
15. When a request is submitted via the website, Hexos will create the heatmap in their cloud system and it will automatically be made available through the 'Heatmaps by Hexos' dashboard by downloading the zip folder with the Download button or by viewing the interactive heatmap with the View button. The heatmaps will usually be made within an hour, however, if there are a large number of heatmaps being processed then Hexos reserves the right for the estimation of heatmap completion to be greater than 1 hour.
16. Hexos will email the user when a heatmap has begun processing and again when it has completed processing. However, these emails can be disabled via the account information page available in the 'Heatmaps by Hexos' dashboard.
17. Should the map you ordered fail to match the description given in these terms and conditions or should anything go wrong in the process of heatmap generation due to the fault of Hexos (rather than fault of a 3rd party) we will be happy to refund your purchase or create a new map for you as soon as practicable. Please contact us if this is the case.
18. When an order is placed by the user, the user will have a number of credits deducted from their account in accordance with the size of heatmap that they have requested. (See the pricing page and pricing calculator for more information)

Custom Orders

19. Custom maps outside the scopes of the customisable options we already provide are not provided as a part of this service, but we welcome enquiries about custom maps or large quantity orders. We may be contacted through our contact page. Enquiries are not considered to be orders.

Accuracy and data quality

20. The travel time calculations used for creating heatmaps and data files are based on timetables and journey planning algorithms provided by Google Cloud Platform (See Google's Privacy Policy: policies.google.com/privacy) which contain public transport timetables for all days of the week as well as map data for walking directions and estimations. This data can only be an indication of the likely travel times in the future of the day and time requested. The travel times given in heatmaps do not, therefore, represent actual, or even average, travel times and should not be relied on as such.

21. You agree that Hexos is not responsible for the accuracy of timetable data or public transport data or map data as provided by OpenStreetMap. We are also not responsible for the decisions you make as a result of using our service.

Intellectual property

22. The heatmap images are derived from the OpenStreetMap operated by the OpenStreetMapFoundation (OSMF) and they are subject to whatever licence or licences are offered by the OSMF. See openstreetmap.org/copyright.

23. The heatmap images are also derived from Mapbox and they are subject to the Creative Commons 2.0 license. See creativecommons.org/licenses/by/2.0/ for further details.
24. Heatmaps are licensed under the Creative Commons 4.0 License. Meaning you are free to share and adapt the product however you must give appropriate credit and indicate if any changes were made. Please consult creativecommons.org/licenses/by/4.0/ for full information on this license.
25. The underlying map data is based on OpenStreetMap data, and the transport data is provided by the Google Cloud Platform meaning you are also bound to the Google Terms of Service found at policies.google.com/terms?hl=en.
26. Nothing in this agreement is intended to act as an assignment of any intellectual property right.

Personal data and privacy

27. When you register with this website, we collect and store your email address as well as your first and last name.
28. If you make a purchase of credits, your name, contact details, payment and security details are held by the payment processor (Stripe). Your name, email address, the billing address of your card and the last few digits of your card or bank account number are made available to us along with your purchase history via Stripe. We use this data only for the processing of your purchase, and business accounting — which may involve sharing data with HMRC.
29. In making a purchase you consent to the processing of your data on the legal basis of GDPR 6(1)(b) – Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.
30. We comply with GDPR requirements regarding the use and storage of your personal data. We are obliged to keep records relating to financial transactions for at least six years following the end of the accounting period

in which the transaction took place. We destroy our records after this point; if you require information on Stripe's policies, please contact them directly.

31. We may, from time to time, send you important information about the service where changes or updates may be relevant to your use of the service.
32. We will do our utmost to store your data securely. At any time you can request a copy of the data records we store about you.
33. You may request that we destroy your data, provided that there is no legitimate reason for us continuing to hold it, that is to say, if it does not relate to financial transactions or is unlikely to be of any legal or practical purpose in the future. Please contact us to request this.
34. This service uses a session cookie in order to know whether users are logged in. This session cookie is necessary for the website to function.
35. This service also uses cookies provided by Cloudflare and Mapbox which are necessary for the website to function.

Your right to complain

36. If you believe that we have mishandled your data, you have the right to lodge a complaint with the Information Commissioner's Office. You can report a concern at ico.org.uk/make-a-complaint/. (But do contact us first, so that we can try and help).

Security of your account

37. You agree not to share your login details with third parties. You are responsible for keeping your password secure.

Limitation of liability

38. We cannot guarantee a specific outcome resulting from the use of the service. You agree that we are not liable for any consequential loss to you or third parties as a result of using this service.

39. Furthermore, you agree that our liability to you under this agreement is limited to the amount you have paid us under this agreement.

40. While we will use our best efforts to maintain the service, we cannot guarantee that the site or its services will be error-free and uninterrupted. We retain the right to suspend, terminate or change the operation of the site, its subdomains or services provided through the site, for any reason at any time without notice. We will not be liable for any loss, damage, expense or costs suffered by you as a result of suspending or withdrawing the site or terminating your account.

Governing law and jurisdiction

41. This agreement is governed by English Law and any disputes are subject to the jurisdiction of English courts. Nothing in these Terms affects your statutory rights.

About us

42. Hexos is a business based in Sheffield UK; if you have any further questions you can contact us at hexos.co.uk/contact.html.

Overview

'Heatmaps by Hexos' is an online service provided by Hexos to create public transport and driving heatmaps / travel time maps for data visualisation.

Contact

You can find contact information for Hexos on the following web page.

hexos.co.uk/contact.html

Find out more

You can find out more about Hexos and 'Heatmaps by Hexos' on the following web page.

hexos.co.uk

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