City of Edmonton Open Data Terms of Use

version 2.1
January 2016

Open Data Terms of Use

These Terms of Use are intended to protect and promote the City of Edmonton’s commitment to open data and ensure that the recipients of these datasets give back to the community the benefits they derive from these datasets.

If you have any questions or comments about these Terms of Use, please feel free to contact us at opendata@edmonton.ca.

Authority

You agree to these Terms of Use by either: (1) clicking to accept the Terms of Use; or (2) downloading or using any of the datasets. You confirm that you are at least 18 years of age and that you have full capacity and authority to accept and be bound by these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to the Terms of Use. Review these terms of use carefully; if you do not agree with any part of this agreement, do not accept the Terms of Use or download any dataset(s).

Licence

The City of Edmonton (the City) grants you a worldwide, royalty-free, non-exclusive licence to use, modify, and distribute the datasets in all current and future media and formats for any lawful purpose, including for commercial purposes. You are free to copy, modify, publish, translate, adapt, distribute or otherwise use the datasets in any medium, mode or format for any lawful purpose. You agree that this licence does not give you a copyright or other proprietary interest in the datasets. If you distribute or provide access to the datasets to any other person, whether in original or modified form, you agree to include a copy of, or this Uniform Resource Locator (URL) for, these Terms of Use and to ensure any such person agrees to, and is bound by, them without introducing any further restrictions of any kind.

Giving City Credit

Although you are not required to credit the City for each use or reproduction of the datasets, you are entitled to do so and encouraged to conspicuously announce that these datasets are publicly available from the City under these Terms of Use. Upon the request of the City, you may be required to remove a credit from future uses or reproductions should the City, in its sole discretion, request that you do so.

Future Changes toDatasets/Terms of Use

The City may at any time and from time to time add, delete, or change the datasets or these Terms of Use. Notice of changes may be posted on the home page for these datasets or this page. Any change is effective immediately upon posting, unless otherwise stated.
Compliance with Law Your Responsibility

You assume sole responsibility for your use and reproduction of the datasets and for complying with all applicable laws and industry standards.

No Warranty with Datasets

Your use of the datasets is solely at your own risk and you are fully responsible for any consequences arising from your use of the datasets. All datasets are provided on an “as is” and “as available” basis, and you agree to use them solely at your own risk. There are no warranties, express or implied, in respect to the datasets or your use of them, including without limitation, implied warranties and conditions of merchantability and fitness for any particular purpose. For example (but without limiting the total intended scope of the preceding sentence):

1. while reasonable efforts have been made in preparing these datasets for use by you, the City does not give any warranty or representation, whether express or implied, as to the completeness, currency, appropriateness, or accuracy of the datasets or that access will be continuous;
2. the City does not make any representation that the datasets are free and clear of any possible third party copyright, moral rights, other proprietary right or other claim;
3. the City does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, maps, graphics, links and other items contained in any dataset or the Open Data Catalogue.

Please note that the datasets have been modified from their original source, and that all data visualizations on maps are approximate and include only records that can be mapped.

The datasets do not represent an official statement of City policy, practice, services or procedure, and should not be construed as such.

Exclusion of Liability

You expressly agree that the City is not liable to you for any direct, indirect, incidental, consequential, special, or other damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting from your access to or use of datasets or the City’s Open Data Catalogue. You will not and cannot sue the City for anything which the City does or does not do (even if intentional or negligent) in connection with the datasets and your use or inability to use them. Without limiting the general scope of the preceding sentence, this means that the City and its officers, employees, representatives and agents are not liable on any legal theory or basis for any direct, incidental, indirect, special, punitive, exemplary or consequential damages or losses, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction or any other damages or losses arising from your access to, and use of, the datasets.

Liability for Not Complying with Terms of Use

You agree to indemnify, defend and hold harmless the City and its officials, officers, employees and authorized representatives from and against any liability or any form of loss injury, demand, action, cost, expense or claim of any kind, (including lawyer’s fees), relating in any way to your access to or use of the datasets or the City’s Open Data Catalogue, including, but not limited to, your connection to the Open Data Catalogue or your use of the datasets or any other contents of the Open Data Catalogue. You agree to cooperate fully in the defence of any such claim. The City reserves the right to assume, at its
own expense, the exclusive defence and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of the City.

Cancellation for Non-Compliance
The City may at any time for any reason, in its sole discretion, cancel or suspend your access to the datasets or the Open Data Catalogue without notice and for any reason, including without limitation anything which the City, in its sole discretion, believes is a breach of these Terms of Use or is otherwise unlawful or harmful to others. In the event of cancellation or suspension, you will no longer be authorized to use or reproduce these datasets, and the City may use any means possible to enforce its decision. Such cancellation or suspension will not affect any person who has received the datasets from you and who is otherwise in compliance with these Terms of Use.

No Endorsement
You may not publicly represent or imply that the City is participating in, or has sponsored, approved or endorses the manner or purpose of your use or reproduction of the datasets.

No Association
You may not use any trade-mark, official mark, official emblem or logo of the City, or any of its other means of promotion or publicity, without the City's prior written consent nor in any event to represent or imply an association or affiliation with the City.

No Waiver
You agree that, if the City does not exercise or enforce any legal right or remedy contained in these Terms of Use (or that the City has the benefit of under any applicable law), this will not be taken to be a formal waiver of the City's rights and that those rights or remedies will still be available to the City. Any waiver of any provision of these Terms of Use will be effective only if the City expressly states in a signed writing that it is waiving a specified provision.

Governing Law and Jurisdiction
These datasets are published from within the Province of Alberta, Canada. These Terms of Use are governed by Alberta law and the City and you now irrevocably submit to the exclusive jurisdiction of Alberta courts with respect to any and all matters arising under these Terms of Use or access to, or use of, these datasets.