



OPEN DATA TERMS OF USE

Introduction

These Terms of Use are intended to protect and promote the City of Moncton's commitments to open data and encourage recipients of these datasets to 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@moncton.ca.

Authority

You agree to these Terms of Use by downloading or using any of the datasets.

You represent that you have full capacity and authority to accept 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.

Your Open Licence to the Datasets

The City of Moncton (the City) now grants you a world-wide, royalty-free, non-exclusive licence to use, and distribute the datasets in all current and future media and formats for any lawful purpose. You now acknowledge that this licence does not give you a copyright or other proprietary interest in the datasets. If you distribute or provide access to these datasets to any other person, 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 but 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, decide that such credit is not in the public interest.

Future Changes to Datasets/ 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

You get NO WARRANTIES, none of any kind, in respect to the datasets or your use of them. 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 promises as to the completeness, currency or accuracy of the datasets or that access will be continuous;
2. the City does not make any promise that the datasets are free and clear of any possible third party copyright, moral rights, other proprietary right or other claim;

You accept these datasets on an "as is, where is" basis and agree to use them solely at your own risk.

Exclusion of Liability

You agree that 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

If, as a result of your breach of these Terms of Use, the City gets sued or is required to pay someone money, you agree to protect the City and reimburse the City for everything which you cause the City to suffer. This means that you agree to defend, indemnify and hold harmless the City and all of its officers, employees, representatives and agents from any and all liabilities incurred in connection with any claim arising from any breach by you of these Terms of Use, including reasonable legal fees and costs. 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, in its sole discretion, cancel or suspend your access to the datasets without notice and for any reason, including 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 endorsed 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 New Brunswick, Canada. These Terms of Use are governed by New Brunswick law and the City and you now irrevocably submit to the exclusive jurisdiction of New Brunswick courts with respect to any and all matters arising under these Terms of Use or access to, or use of, these datasets.