



# Terms of Use for the WCCD Website

---

Last Updated January 5, 2016

## Description

The World Council on City Data (the “WCCD”) administers [www.dataforcities.org](http://www.dataforcities.org) and its subdomains (collectively, the “WCCD Website”). The WCCD has developed the WCCD Website to aid city leaders, policy-makers, international organizations, corporate partners, academics and the general public build sustainable, resilient, transparent and prosperous cities.

The WCCD encourages you to use the information, data, and tools provided on the WCCD Website (the “Materials”), subject to the terms and conditions contained in these legal notices (these “Website Terms”). Derivative works based on the Materials are also subject to these Website Terms. Failure to comply with these Website Terms shall result in the automatic revocation of your license to use the Materials.

## Open City Data

The WCCD Website includes the WCCD Open City Data Portal – a platform for standardized urban metrics and open city data. The WCCD provides public access to and use of city data available on the WCCD Open City Data Portal (the “Open City Data”). Use of the Open City Data is governed by the Terms of Use for Open City Data, which are hereby incorporated into these Website Terms by reference. The Terms of Use for Open City Data are available here:

<http://www.dataforcities.org/assets/res/Terms of Use for Open City Data.pdf>

## License

All other Materials on the WCCD Website (including, without limitation, the WCCD Global Cities Registry™, data provided in the WCCD Cities Portal, code, content, layout, trademarks, logos, certification marks, or other identifying marks of the WCCD) are the property of the WCCD.

You may use the Materials for personal, academic, and non-commercial use only. Any use, reproduction, or dissemination of the Materials for public or commercial purposes is strictly prohibited except as permitted by a licensing agreement entered into between you and WCCD.

You may not use the Materials for any commercial purpose whatsoever, including, without limitation, selling or reselling the Materials, charging for access to the Materials, charging for distribution of the Materials, or charging for derivative works based on the Materials.

You must retain all copyright and other proprietary notices displayed in the Materials. The WCCD reserves all other intellectual property rights in the Materials.

The WCCD Certification Marks cannot be reproduced, altered, modified, or defaced in any of their forms. They cannot be used in any misleading way.

## **Attribution**

By using the Materials, you agree to provide attribution to the WCCD by including the following text in a suitable location: "World Council on City Data: Use of this material is authorized by the World Council on City Data subject to the Terms of Use for the WCCD Website as stated at [www.dataforcities.org](http://www.dataforcities.org)".

## **No Endorsement**

You may not claim or imply that the WCCD or any of its affiliates, officers, directors, employees, or representatives has endorsed, sponsored, or approved you or your use of the Materials.

## **No Association**

You may not use any trademark, Certification Mark, logo or property of the WCCD without the WCCD's prior written consent nor in any case to imply or represent an affiliation or association with the WCCD.

## **WCCD Cities Portal**

Access to the WCCD Cities Portal is restricted to approved city representatives, verifiers, partners and WCCD staff. If you apply for access to the WCCD Cities Portal, you agree to provide accurate, current, and complete information when submitting your account registration form and when requested by the WCCD. You also agree to revise your account information when necessary to ensure that it is accurate, current, and complete.

If your application for access to the WCCD Cities Portal is approved, you will be asked to create a password to ensure the security of your account. You are fully responsible for ensuring the confidentiality of your password.

You are fully responsible for all activities that occur under your account. Please notify the WCCD immediately if you suspect or become aware that your account has been used without your authorization or if you suspect or become aware of any other breach of security.

## **Links to Other Materials**

The WCCD website contains hyperlinks to external websites. These external websites are not under the control of the WCCD. The hyperlinks are provided only for your convenience, and their inclusion does not constitute nor imply approval or endorsement by the WCCD of the websites or their content.

## **No Warranties**

The WCCD reserves the right to withdraw or amend the service provided on the WCCD Website without notice. None of the WCCD, its affiliates, its members, partners, sponsors, registered cities or any information provider to the WCCD will be liable if for any reason the WCCD Website is unavailable at any time or for any period.

The WCCD may, at its sole discretion and with or without prior notice to you, modify or discontinue, temporarily or permanently, the Materials or any means of accessing or utilizing the Materials.

The WCCD may, at its sole discretion and with or without prior notice to you, terminate your access to the Materials under any circumstances and for any or no reason whatsoever.

THE WCCD DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE PROVISION OF THE MATERIALS, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **Disclaimer**

Any references to ISO 37120 are for information purposes only and do not mean in any way that the International Organization for Standardization, ISO endorses the WCCD or the WCCD's use of ISO 37120. The WCCD makes no commitment, and disclaims any duty, to update or continue to make available any of the information on the WCCD Website.

By using this site, you may encounter user-generated content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. You agree that the WCCD is not responsible for content or information or for any damages as result of your use of or reliance on it.

To the extent permitted by law, the WCCD, its affiliates, the registered cities, other data sources and any third parties connected to the WCCD hereby expressly exclude all conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

## **Limitations of Liability**

You agree to defend, indemnify and hold the WCCD, its affiliates and information providers to the WCCD, and their respective partners, members, registered cities, data sources, contributors, organizers, directors, officers, employees, representatives, agents, licensors, sponsors and service providers (collectively, the "WCCD Indemnitees") harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable legal fees), arising in any way out of or in connection with (a) your use of this site including any information or data obtained from this site or (b) your breach or violation of these terms and conditions. The WCCD reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and all negotiation for its settlement or compromise (as applicable), and in each such case, you agree to fully cooperate with us upon our request.

THIS WEBSITE IS PROVIDED ON AN "AS-IS", "AS-AVAILABLE" BASIS. YOUR USE OF THIS SITE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE WCCD AND THE WCCD INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THIS SITE.

THE INFORMATION, DATA OR MATERIALS AVAILABLE OR UNAVAILABLE ON THIS SITE OR ANY LINKS ON THIS SITE, THE SITE SERVICES, THE USE OF (OR INABILITY TO USE) THIS SITE OR FROM THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE) BREACH OF CONTRACT OR OTHERWISE.

Nothing herein shall constitute or be considered to be a limitation upon or waiver of the privileges and immunities of the WCCD, all of which are specifically reserved.

## **Jurisdiction and Applicable Law**

The courts of Ontario situated in the City of Toronto will have exclusive jurisdiction over any claim arising from, or related to, a visit to this website. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **Other**

The WCCD may amend these Website Terms from time to time at its sole discretion. Amendments are effective immediately upon posting; please review the latest version of these Website terms on [www.dataforcities.org](http://www.dataforcities.org) prior to using the WCCD Website. By continuing to use the WCCD Website after the WCCD posts an amended version of these Website Terms, you acknowledge, agree and consent to such amendment.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or entered by these Website Terms.