



Terms of Use for Open City Data

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Description

The World Council on City Data (the “WCCD”) hosts the WCCD Global Cities Registry™ for ISO 37120 and a network of cities committed to improving city services and quality of life with open data. The WCCD developed the WCCD Open City Data Portal to provide cities with a platform for standardized urban metrics – and to provide the public with access to and use of the data available on this platform (the “Open City Data”).

The WCCD provides you with access to the Open City Data, subject to these Terms of Use (these “Open City Data Terms”). Use of data derived from the Open City Data is also subject to these Open City Data Terms. Failure to comply with these Open City Data Terms will result in the automatic revocation of your license to use the Open City Data.

License

The WCCD grants you a worldwide, royalty-free, perpetual, non-exclusive license to use the Open City Data.

The WCCD encourages you to use the Open City Data to help build smart, sustainable, resilient and prosperous cities. You may copy, modify, publish, translate, adapt, distribute, or otherwise use the Open City Data in any medium, mode or format for any lawful purpose.

Attribution

By using the Open City Data, you agree to provide attribution to the WCCD by including the following text in a suitable location: “World Council on City Data: WCCD Open City Data Portal”.

When sharing or facilitating access to the Open City Data, you agree to include the same attribution requirement in any sub-licenses that you grant and a requirement that any sub-licensees do the same. You may meet this requirement by providing a hyperlink to these Open City Data Terms.

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 Open City Data.

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.

No Warranties

Data contained in the Open City Data are supplied as reported by cities listed in the WCCD Global Cities Registry™ and verified by third-party verifiers without any addition, subtraction, amendment, or modification by the WCCD.

The WCCD regularly incorporates revisions, updates, and improvements to the Open City Data without notice, but undertakes no obligation to do so in a timely manner or at all.

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

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

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<http://www.dataforcities.org/assets/res/Terms of Use for the WCCD Website.pdf>

Limitations of Liability

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These Open City Data Terms constitute a non-exclusive agreement. You acknowledge that the WCCD may develop products or services that compete with products or services that you offer without incurring any liability.

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.

Other

Please review the WCCD's Terms of Use for the WCCD Website prior to using the Open City Data. The WCCD's Terms of Use for the WCCD Website incorporate these Open City Data Terms by reference. By using the Open City Data or any presentations of data derived from them, you consent to be bound the WCCD's Terms of Use for the WCCD Website, including these Open City Data Terms.

The WCCD may amend these Open City Data Terms from time to time at its sole discretion. Amendments are effective immediately upon posting; please review the latest version of these Open City Data terms on www.dataforcities.org prior to using the Open City Data. By continuing to use the Open City Data after the WCCD posts an amended version of these Open City Data 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 Open City Data Terms.

Please review the section of the WCCD's Terms of Use for the WCCD Website under the heading Jurisdiction and Applicable Law for a more complete statement regarding that subject.