



Open Data License & Terms of Use

Introduction

Please note that by accessing the Datasets, You agree to these Terms of Use, which are intended to protect and promote the Town of Milton's commitments 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.

Use of the Datasets made available under this Licence indicates Your acceptance of the terms and conditions below.

You are encouraged to Use and re-use the Town of Milton Datasets available under this Licence, freely and flexibly, with only a few conditions.

Definitions

In this licence, the terms below have the following meanings:

'Dataset' means a collection of raw, nonmanipulated data usually presented in tabular form with associated metadata, and is machine readable.

Examples: What is a raw Dataset: a structured file format (including geospatial formats) that can be read by a machine, such as spreadsheets, comma delimited, Extensible Markup Language (XML), or JavaScript Object Notation (JSON).

What is not a raw Dataset: a report, a flyer, a web application, a PDF document, or anything that cannot be exported or Used by a machine.

'Machine Readable Data' means data that, in order to be understood, must be translated by a computer

'Personal Information' as defined in the Municipal Freedom of Information and Protection of Privacy Act (http://www.elaws.gov.on.ca/html/statutes/english/elaws_statutes_90m56_e.htm)

'Use' means doing any act which is restricted by copyright, whether in the original medium or in any other medium, and includes, without limitation distributing, copying, adapting or modifying Dataset as may be technically necessary to Use it in a different mode or format.

'You' or **"Your"** means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

Grant of License

The Town of Milton grants You a worldwide, royalty-free, perpetual, non-exclusive licence to use the Datasets subject to the conditions below.

Using Town of Milton Datasets under our Licence

Use of the Datasets made available under this Licence indicates Your acceptance of the terms and conditions below.

This Licence does not affect Your right to use the Datasets under fair dealing or any other applicable copyright exceptions and limitations.

You are free to:

- copy, publish, distribute and transmit the Datasets;
- adapt the Datasets;
- exploit the Datasets commercially, for example, by combining it with other Datasets, or by including it in Your own products or applications.

You must, where You do any of the above:

- Acknowledge the source of the Datasets by including the following attribution statement specified by the Town of Milton and, where possible, provide a link to this Licence:

Contains public sector Datasets made available under the Town of Milton's Open Data License v.1

- Ensure that You do not use these Datasets in a way that suggests any official status of the Town of Milton or that the Town of Milton endorses You or Your use of the Datasets;
- Ensure that You do not misrepresent the Datasets or their source;
- Ensure that Your use of the Datasets does not breach or infringe any applicable laws.

These are important conditions that must be met under this Licence and if You fail to comply with them, the rights granted to You under this Licence will end automatically.

Exceptions

This Licence does not cover the use of:

- Personal Information in the Datasets;
- Town of Milton logos except where they form an integral part of a Dataset;
- Third party rights the Town is not authorized to Licence;
- Datasets subject to intellectual property rights other than copyright, including patents, trademarks, and design rights.

Future Changes to Datasets/Terms of Use

The Town may at any time and from time to time add, delete, or change the Datasets or these Terms of use. 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

Datasets are presented 'as is' and the Town excludes all representations, warranties, obligations and liabilities in relation to the Datasets to the maximum extent permitted by law.

The Town is not liable for any errors or omissions in the Datasets and will not, under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by their use, even if specifically advised of the possibility of such loss, injury or damage.

The Town does not guarantee the continued supply of the Datasets.

Exclusion of Liability

You agree that You will not and cannot sue the Town for anything, which the Town 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 Town and its 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.

Liability for not complying with the Terms of use

If, as a result of Your breach of these Terms of use, the Town gets sued or is required to pay someone money, You agree to protect the Town and reimburse the Town for everything which You cause the Town to suffer. This means that You agree to defend, indemnify, and hold harmless the Town and all of its 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 Town 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 Town.

Cancellation for non-compliance

The Town may, in its sole discretion, cancel or suspend Your access to the Datasets without notice and for any reason, including anything which the Town, 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 Town 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 Town is participating in, or has sponsored, approved, or endorsed the manner or purpose of, Your use or reproduction of these Datasets.

No Association

You may not use any trade-mark, official mark, official emblem or logo of the Town, or any of its other means of promotion or publicity, without the Town's prior written consent nor in any event to represent or imply an association or affiliation with the Town.

Governing Law and Jurisdiction from which Datasets are Published

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For More Information please contact webgis@milton.ca

About the Open Data Licence

Notices of new versions of the Open Data Licence for Town of Milton Datasets will be posted on our website.