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.

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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.
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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;

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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
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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.

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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.

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