

## The Corporation of the City of Thunder Bay Open Data Licence 1.0

You are encouraged to Use and re-Use the Information that is available on the City of Thunder Bay Open Data Portal under this licence as described below.

### Using Information under this licence

1. Use of any Information indicates Your acceptance of the terms below.
2. The Corporation of the City of Thunder Bay (the "City") grants you a worldwide, royalty-free, perpetual, non-exclusive licence to Use the Information provided for any purpose, including for commercial purposes, subject to the terms below.
3. This licence does not affect any copyright exceptions or limitations available under the *Copyright Act* (Canada).

### You are free to:

4. Copy, modify, publish, translate, adapt, distribute or otherwise Use the Information, including for commercial purposes, in any medium, mode, or format for any lawful purpose.

### You must, where you do any of the above:

5. Acknowledge the source of the Information by including the following attribution statement in a suitable location and, where possible, provide a link to this licence.

### **"Contains information licensed under the Open Data Licence – The Corporation of the City of Thunder Bay."**

6. Upon the request of the City, remove any City attribution statement should the City, in its sole discretion, decide that such attribution statement is not in the public interest.
7. Not misrepresent the Information or its source.
8. Use the Information in compliance with all applicable laws and in a manner that is not harmful to others.
9. The terms of this licence are important and if You fail to comply with any of them, the rights granted to You under this licence, or any similar licence granted by the City, will end automatically.

### Exemptions

10. This licence does not grant You any:
  - a. right to Use Personal Information;
  - b. right to Use Information or records that are not accessible under the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, or any other act or by-law;
  - c. third party rights that the City is not authorized to license;
  - d. right to Use the names, crests, logos, or other official symbols of the City; and
  - e. right to Use Information subject to other intellectual property rights, including patents, copyrights, trade-marks, trade secrets, and official marks.

## **Non-endorsement**

11. This licence does not grant You any right to Use the Information in a way that suggests any official status or that the City endorses You or Your Use of the Information.

## **No warranty**

12. The Information is licensed "as is" and the City excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.

13. The City does not guarantee that the Information will be available in any particular format nor that the Information will continue to be available.

14. The City is not liable for any errors or omissions in the Information, and will not, under any circumstances, be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this licence or the Information, even if specifically advised of the possibility of such loss, injury or damage.

## **Governing Law**

15. This licence is governed by the laws of the Province of Ontario.

16. Legal proceedings related to this licence may only be brought in the courts of Ontario.

## **Definitions**

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

a. "Information" means information, resources, or Records protected by copyright or other information, resources or Records that are offered for use under the terms of this licence;

b. "Personal Information" means "personal information" as defined in section 2 of the *Municipal Freedom of Information and Protection of Privacy Act* and includes "personal health information" as defined in section 4 of the *Personal Health Information Protection Act, 2004*.

c. "Records" means "record" as defined in section 2 of the *Municipal Freedom of Information and Protection of Privacy Act* and section 2 of the *Personal Health Information Protection Act, 2004*;

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

e. "You" means the natural or legal person, or body of persons corporate or incorporate, as applicable, acquiring rights under this licence and "Your" is the possessive tense of You.

## **Versioning**

18. This is version 1.0 of the City's Open Data Licence. The City may make changes to the terms of this licence, from time to time, and issue a new version of the licence. Your Use of the Information will be governed by the terms of the licence in force as of the date You accessed the Information.

**Date: March 12, 2020**