

## **Keep Indianapolis Beautiful Data Terms and Conditions**

*Last updated: August 2, 2018*

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully as they govern your access to and use of all data and information Keep Indianapolis Beautiful, Incorporated ("us", "we", or "our") makes available via the <https://pg-cloud.com/KIB/> website (the "Data").

Your access to and use of the Data is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users and others who wish to access or use the Data.

By accessing or using the Data you agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access or use the Data.

### **Accounts**

Users wishing to access or receive certain Data will be required to register for an account at <https://pg-cloud.com/KIB/>. Upon registration for an account, Keep Indianapolis Beautiful will receive your account request and will get in contact with you regarding your use of the Data. You must agree to these Terms before we will be able to send you the Data.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Data or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

When you create an account, you represent that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Data.

### **License Grant**

Subject to the terms of these Data Terms and Conditions, including the License Requirements and Reservation of Rights set forth below, Keep Indianapolis Beautiful, Inc. hereby grants you a limited, non-exclusive and non-transferable license, without the right to sublicense to utilize the Data in the form and format provided by Keep Indianapolis Beautiful, Inc. and consistent with the purposes for which Keep Indianapolis Beautiful, Inc. prepared, developed, and made available the Data subject to the terms and conditions of these Data Terms and Conditions. Keep Indianapolis Beautiful, Inc. maintains all ownership of and reserves all rights in the Data not expressly granted to you by this license.

### **License Requirements**

You may make use of the Data only with the permission and license of Keep Indianapolis Beautiful, Inc. and in a manner consistent with these Data Terms and Conditions. By using the Data, you agree to comply with the full scope of these Data Terms and Conditions.

In the interest of keeping track of how the data is used, as well as ensuring that Keep Indianapolis Beautiful, Inc. is properly credited, to use the Data you agree you will:

1. Cite Keep Indianapolis Beautiful, Inc. in all places and instances where the Data is used, including in reports, presentations, websites, and all other uses or displays of the Data
2. Send Keep Indianapolis Beautiful, Inc. a copy of any materials making use of the Data
3. Not share this data with other entities. Any party wishing to use the Data must contact [kselm@kibi.org](mailto:kselm@kibi.org) to obtain the necessary permission to use the Data
4. Use the proper Keep Indianapolis Beautiful, Inc. logo in connection with each use of the Data (provided below)

### **Reservation of Rights**

You acknowledge and agree the Data is made available to you under a limited license to use the Data, and is not sold to you. You do not acquire any ownership interest in the Data under these Data Terms and Conditions, or any other rights to the Data other than to use the Data in accordance with the express license granted, subject to all terms, conditions and restrictions, under these Data Terms and Conditions. Keep Indianapolis Beautiful, Inc. reserves and shall retain its entire right, title, and interest in and to any intangible property rights associated with the Data, including, without limitation, the Data and all copyrights, trademarks, and other intellectual property rights therein or relating thereto.

### **Intellectual Property**

<https://pg-cloud.com/KIB/> is provided and owned by Plan-It-Geo. The Data and its original content, features and functionality are the exclusive property of Keep Indianapolis Beautiful, Inc. The Data is protected by intellectual property and other laws of the United States and foreign countries, including copyright laws. The Data made available by Keep Indianapolis Beautiful, Inc. at <https://pg-cloud.com/KIB/> was created in collaboration between Keep Indianapolis Beautiful, Inc., The United States Forest Data, and The University of Vermont. This was in turn uploaded to Plan-It-Geo's service.

Keep Indianapolis Beautiful, Inc. trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Keep Indianapolis Beautiful, Inc.

### **Third Party Web Sites and Services**

The Data may contain links to or material from third party web sites or services that are not owned or controlled by Keep Indianapolis Beautiful, Inc. Keep Indianapolis Beautiful, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit. You acknowledge and agree that Tree Canopy Planner shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

### **Termination**

We may terminate or suspend your license and bar access to the Data immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Data Terms and Conditions.

If you wish to terminate your account, you may simply discontinue using the Data.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **Indemnification**

You agree to defend, indemnify and hold harmless Keep Indianapolis Beautiful, Inc. and its employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Data, by you or any person using your account and password, or b) a breach of these Terms.

#### **Limitation Of Liability**

In no event shall Tree Canopy Planner, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Data; (ii) any conduct or content of any third party on the Data; (iii) any content obtained from the Data; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

#### **No Warranty**

Keep Indianapolis Beautiful, Inc. makes no warranty or representation whatsoever, express or implied, with respect to the merchantability or fitness for any purpose with respect to the Data, nor does Keep Indianapolis Beautiful, Inc. assume any liability whatsoever with respect to any use of the Data or any portion thereof or with respect to any damages which may result from such use.

Keep Indianapolis Beautiful, Inc. and its subsidiaries, affiliates do not warrant that a) the Data will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Data is free of viruses or other harmful components; or d) the results of using the Data will meet your requirements.

#### **Disclaimer**

Your use of the Data is at your sole risk. The Data is provided on an "AS IS" and "AS AVAILABLE" basis. The Data is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

**Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

**Governing Law**

These Terms shall be governed and construed in accordance with the laws of Indiana, United States, without regard to its conflict of law provisions.

**Additional Terms**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Data, and supersede and replace any prior agreements we might have had between us regarding the Data.

**Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Data after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Data.

**Contact Us**

Thank you for your interest in Keep Indianapolis Beautiful data. We hope that you find it every bit as useful as we have here at KIB. If you have any questions about these Terms, please contact us at [kselm@kibi.org](mailto:kselm@kibi.org)

Logo



If this logo does not suit your purposes, please do not hesitate to email [kseim@kibi.org](mailto:kseim@kibi.org) for alternate logo options.