

Standard Data Licence v1 ("Licence")



By using the Licensed Products as defined below you agree to be bound by the following terms and conditions:

1. The software, maps, charts, and data ("Licensed Products") accessible via the Bay of Quinte Remedial Action Plan ("BQRAP") website ("Website") are licensed to you ("Licensee") on a non-exclusive, non-transferable and revocable basis by Lower Trent Conservation on the terms set out below. The LTC owns and retains all right, title and interest in the intellectual property ("IP") of the Licensed Products as marked by Copyright © Lower Trent Conservation. All LTC-owned IP the Licensee generates from the Website ("Maps and Charts") or downloads or orders from the Website ("Data") must be marked as such.
2. Rights conferred upon LTC ("LTC's Licensed Rights") by a third party ("Third Party") over the use of data which is not LTC's IP ("Third Party Data") is marked accordingly.
3. The LTC makes these Licensed Products available "AS IS", "AS AVAILABLE", and "WITH ALL FAULTS" without representations or warranties of any kind, either express or implied, as to the accuracy, completeness, reliability, currency, merchantability, fitness for purpose, title or otherwise. The entire risk as to the results and performance of the Licensed Products, Maps and Charts, IP, Data and Third Party Data is assumed by the Licensee. The Licensee shall indemnify and save harmless the LTC, its directors and officers, its representatives and employees, and Third Parties (collectively, the "Indemnitee") from and against any and all liabilities, damages, costs or expenses awarded against or incurred or suffered by the Indemnitee arising out of any action or proceeding commenced or maintained by any entity in respect of the Licensee's use of the Licensed Products, Maps and Charts, Data, IP or Third Party Data.
4. The Licensee may not transfer, sublicense, sell (commercially or privately), loan, or disclose Licensed Products or otherwise transfer Licensed Products to any third party, except that the Licensee may make use of Maps and Charts generated using Licensed Products as permitted by the terms and conditions of the Licence, LTC's Licensed Rights, and the terms and conditions of the Website. The Licensee acknowledges that all Maps and Charts generated from the Website using Licensed Products are copyrighted and must not be altered in anyway.
5. The Licensee may not use the Data or Third Party Data to create any derivative products, in whole or part, without express written consent from the LTC, with the exception of map or chart products created by the Licensee whereby IP and, if required, intellectual property owned by a Third Party, is clearly marked. The LTC does not assume any liability with respect to the contents and accuracy thereof of any derivative products.
6. This licence will terminate immediately without notice from the LTC if the Licensee fails to comply with any provision of the Licence. Upon termination, the Licensee shall cease all use of Licensed Products and IP and destroy any and all copies of Data and Third Party Data obtained.
7. This is a legal agreement between the Licensee and the LTC. By accessing the Licensed Products or downloading any Data or Third Party Data, you agree to be bound by these terms and conditions. This agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Disclaimer

Information made available is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. You should not act, or refrain from acting, based upon information in this site without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances. The information made available on this site is not intended to be used and should not be used for navigational purposes.

The information provided is for information purposes only. The Lower Trent Conservation (LTC) assumes no responsibility for the correctness of the information, nor liability to any user of such information, regardless of the purpose