

Terms of Use

Introduction

Please note that by accessing the cartographic neighbourhood file, you agree to these Terms of Use, which are intended to protect and promote HELP'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 at info@help.ubc.ca

Your Open Licence to the Datasets

The Human Early Learning Partnership (HELP) now grants you a world-wide, royalty-free, non-exclusive licence to use, modify, and distribute the datasets in all current and future media and formats for any lawful purpose. You now acknowledge that this licence does not give you a copyright or other proprietary interest in the datasets. If you distribute or provide access to these datasets to any other person, whether in original or modified form, you agree to include a copy of, or this Uniform Resource Locator (URL) for, these Terms of Use and to ensure they agree to and are bound by them but without introducing any further restrictions of any kind.

Attribution

You are required to give HELP attribution when use whole or part of this dataset. It should read "BC neighbourhoods Human Early Learning Partnership adapted from Statistics Canada, Dissemination Area Boundary File, 92-169-X, 2006 Census and Dissemination Block Boundary File, 92-163-X, 2006 Census."

Future Changes to Datasets/Terms of Use

HELP 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 complying with all applicable laws and industry standards.

No Warranty with Datasets

We provide NO WARRANTIES of any kind. By this, we mean, for example (but without limiting the total intended scope of the preceding sentence), (1) that while reasonable efforts have been made in preparing these datasets for use by you, HELP cannot give any promises as to the completeness, currency, or accuracy of the datasets nor that access will be continuous, (2) HELP cannot make any promise that the datasets are free and clear of any possible third party copyright, moral rights, or other claim, (3) the datasets have been modified from their original source, as data initially generated by HELP for its internal uses, and (4) all data visualizations on maps are approximate and include only records that can be mapped.

You accept these datasets on an "as-is, where is" basis and agree to use them at your own risk.

Exclusion of Liability

You agree that you will not and cannot sue HELP for anything which HELP 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 HELP 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 Terms of Use

If, as a result of your breach of these Terms of Use, HELP gets sued or is required to pay someone money, you agree to protect HELP and reimburse HELP for everything which you cause HELP to suffer. This means that you agree to defend, indemnify, and hold harmless HELP 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. HELP 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 HELP.

Cancellation for Non-Compliance

HELP may, in its sole discretion, cancel or suspend your access to the datasets without notice and for any reason, including anything which HELP, 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 HELP 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 HELP 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 HELP, or any of its other references or means of promotion or publicity without HELP's prior written consent nor in any event to represent or imply an association or affiliation with HELP.

Governing Law and Jurisdiction From Which Datasets Are Published

These datasets are published from within the Province of British Columbia, Canada. These Terms of Use are governed by British Columbia law and you now irrevocably submit to the exclusive jurisdiction of British Columbia courts with respect to any and all matters arising under these Terms of Use or these datasets.