# PetaBencana.id Contributor Agreement

This document details the agreement (the "Agreement") between you the user ("You") and the PetaBencana.id project ("PetaBencana.id") for contribution of the location of flooding (a "Flood Report") and included information ("Content").

This document pertains to Flood Reports made via a PetaBencana.id Flood Report Card (a "Report Card"). Report Cards are issued by the PetaBencana.id Automated Program "Bot" as a one-time-link and sent to You by social messaging. Note that this document does not include contributions collected by PetaBencana.id from third-party data providers.

#### 1. About PetaBencana.id

- 1.1 PetaBencana.id collects Flood Reports from users and Indonesian government agencies to map flooding. The aim of PetaBencana.id is to provide and share the best information on the locations of flooding in real-time to help residents and decision makers better respond to floods. Flood Reports submitted by You through PetaBencana.id are added to the publicly available map at <a href="https://petabencana.id/map">https://petabencana.id/map</a> (https://petabencana.id/map).
- 1.2 PetaBencana.id is a project of the Urban Risk Lab at the Massachusetts Institute of Technology operated in collaboration with the Pacific Disaster Centre and Badan Nasional Penanggulangan Bencana. PetaBencana.id is supported by USAID.
- 1.3 PetaBencana.id is Open Source Software and is provided without warranty. For more details see the <u>project license documentation (https://github.com/urbanriskmap/urbanriskmap-meta/blob/master/petabencana.id/LICENSING.md)</u>.

## 2. Opt-In

Submission of Flood Reports to PetaBencana.id is provided as an opt-in service. PetaBencana.id does not collect any data from You unless you request a one-time-link from the PetaBencana.id Bot using a social messaging platform.

#### 3. Data Collected

- 3.1 PetaBencana.id respects Your privacy and only collects data required to map reports of flooding and the minimum information required to communicate with You via social messaging.
- 3.2 Your Flood Report and its Contents will be licnesed by PetaBencana.id under a <u>creative</u> <u>commons license (https://creativecommons.org/licenses/by/4.0/)</u>. Your Flood Report will be made publicly available at https://petabencana.id
- Flood reports collected by PetaBencana.id include the following data;
  - Your location at the time of report
  - Flood depth
  - Photo of flooding (optional)
  - Description of flooding
  - Time of flood report
  - Social messaging account username or user number

• Language of message

#### 4. Rights Granted

- 4.1 PetaBencana.id does not claim ownership of the Content submitted in Your Flood Report. However, with respect to the Content within Your Flood Report, You hereby grant the PetaBencana.id project a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to include this data in the PetaBencana.id project and sub-license Your Flood Report and its Content under the license stated in Section 3.2 for public distribution.
- 4.2 Where appropriate PetaBencana.id agrees to attribute You the copyright owner by using the mechanism "Copyright PetaBencana.id and Contributors".
- 4.3 PetaBencana.id may at any time and for any reason remove Your report from the PetaBencana.id project.

### 5. Limitation of Liability

- 5.1 To the extent permitted by applicable law, You provide the Contents of Your Floor Report "as is" without warranty of any kind, either express or implied, including without limitation any warranties or conditions of merchantability, fitness for a particular purpose, or otherwise.
- 5.2 Subject to any liability that may not be excluded or limited by law, neither Your nor PetaBencana.id shall be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages under this Agreement, however caused and under any theory of liability. This exclusion applies even if either party has been advised on the possibility of such damages.

#### 6. Miscellaneous

- 6.1 This Agreement will be governed by and construed in accordance with the federal law of the United States. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement. This is the entire agreement between You and PetaBencana.id which supersedes any prior agreement, whether written, oral or other, relating to the subject matter of this agreement.
- 6.2 This document is modelled on the OpenStreetMap Foundation <u>License Contributor Terms</u> (http://wiki.osmfoundation.org/wiki/Licence/Contributor Terms).