



October 18th, 2023

# Columbia Basin Water Hub

## Terms of Use

Living Lakes Canada

Created By: Santiago Botero and Paige Thurston

Date Created: February 2021

Version: 1.3

Updated By: Maggie Finkle-Aucoin

Date of Last Update: October 18th, 2023



## 1.0 Guiding Principles

The Living Lakes Canada Society ("LLC") and its policies are guided by the principles of FAIR data (Findable, Accessible, Interoperable, Reusable). By using or visiting the LLC's Water Hub, the user agrees to adhere to the Terms of Use outlined below.

## 2.0 General Terms of Site Use

- 2.1 A User may not use the Water Hub or the resources it contains for any illegal or unauthorized purpose nor may a user, in the use of the Water Hub, violate any laws in the user's jurisdiction (including but not limited to copyright laws).
- 2.2 A User shall not transmit viruses, other malware or any code of a destructive nature through the Water Hub.
- 2.3 The breach or violation of any of these Terms will result in the termination of the user's account.
- 2.4 LLC is not responsible for the accuracy, completeness or currency of materials available on the Water Hub. The material on this site is provided for information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at the user's own risk.
- 2.5 LLC reserves the right to modify or discontinue the Water Hub service (or any part or content of the site) at any time without notice, and will not be liable to the user or to any third-party for any modification, suspension or discontinuance of the Water Hub service.
- 2.6 Certain content, datasets or pages on the Water Hub may include third-party content or links.
  - 2.6.1 Such links may direct the user to third-party websites that are not affiliated with the Water Hub. LLC and its partners are not responsible for examining or evaluating the content or accuracy and LLC does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 2.7 In addition to other prohibitions as set forth in the Terms of Service, a user is prohibited from using the site or its content:
  - 2.7.1 for any unlawful purpose;
  - 2.7.2 to solicit others to perform or participate in any unlawful acts;
  - 2.7.3 to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
  - 2.7.4 to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
  - 2.7.5 to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
  - 2.7.6 to submit false or misleading information;



- 2.7.7 to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- 2.7.8 to collect or track the personal information of others;
- 2.7.9 to spam, phish, pharm, pretext, spider, crawl, or scrape;
- 2.7.10 for any obscene or immoral purpose;
- 2.7.11 to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. LLC reserves the right to terminate a user's use of the Service or any related website for violating any of the prohibited uses.

### 3.0 Terms of Data Use

- 3.1 If data is used or distributed:
  - 3.1.1 The contributors, rights holders, sponsors and/or creators must be adequately cited using the information available in the Resource metadata and including the DOI.
  - 3.1.2 The copyright notices and identifications of licenses (of the LLC, and the contributing organization) must be included and adhered to. It is the responsibility of the User to understand and adhere to the terms and conditions of the licenses applicable to each dataset.
  - 3.1.3 The resulting product must remain free of technical measures restricting otherwise allowed rights.
  - 3.1.4 If the data used is modified, the resulting product must be given a new name, version number, or indicate changes made.
- 3.2 Data that is unchanged cannot be sold for monetary gain. However, if substantial modifications/analyses have been made, such that the data then represents a product not represented in the original data, the modified/analyzed data can be sold privately for monetary gain, but only in instances where this is permitted by the licensing, and the source of the original data must be cited.
  - 3.2.1 e.g. if a consultant used flow data in streams to model the area of a floodplain for a client, the consultant could benefit monetarily from the modified/analyzed data, and that data could remain private.

### 4.0 Warranty/Liability

- 4.1 Data submitted to the Water Hub will not be verified by the LLC or its partners.
- 4.2 No warranty or guarantee exists that the information is accurate, complete, current, or suitable for any purpose. The individual user must confirm the accuracy of the data and whether it will be appropriate for their purpose themselves.
- 4.3 LLC disclaims all warranties and conditions in regard to any info/data presented.



- 4.4 LLC and its partners are NOT liable for direct, special, indirect, consequential damages resulting from the use of the Water Hub and its content.
- 4.5 Hyperlinks are provided for convenience and do not imply affiliation with their owners or suggest that the Water Hub has control over their content. Linked content is the sole responsibility of the owner of the linked sites.

## 5.0 Terms of Data Submission and Hosted Data Policy

LLC is dedicated to factual information and reserves the right to decline to resources, or remove what is deemed controversial or incorrect data based LLC's review through an objective assessment process.

- 5.1 The Water Hub is not responsible for verifying any submitted data nor will it claim ownership of the data
- 5.2 By submitting data the user:
  - 5.2.1 Confirms it has the necessary licenses, rights, and permission to upload
  - 5.2.2 Agrees to grant LLC worldwide, non-exclusive, royalty-free, transferable license to use/reproduce/distribute/modify/display the dataset.
  - 5.2.3 Agrees that data, and the data's quality, through the use of data flags where appropriate, is accurate to the best of the user's knowledge
  - 5.2.4 Agrees to hold harmless LLC and all its partners
  - 5.2.5 Agrees that LLC has the right to remove submitted resources from this website under the terms set out above.
- 5.3 Metadata will be freely accessible without any conditions.
- 5.4 Numerical Data will be provided in open, machine-readable formats that are convenient and modifiable where possible.
- 5.5 Except where:
  - 5.5.1 Local and Traditional Knowledge is used, Knowledge Holder's rights will not be breached.
  - 5.5.2 If LLC determines that data release may cause harm to people or the environment, LLC may protect it or generalize it to a broader geographic location.
  - 5.5.3 Where data already has pre-existing restrictions.

## 6.0 Server Hosting

The Water Hub runs on a server hosted by infinitii ai. LLC has an agreement with infinitii ai to provide this service. As LLC cannot guarantee the users' data will always be available from this source, LLC advises users to have another form of backup for their data. If a user has any questions about our servers, contact our team.



## 7.0 Privacy Policy

- 7.1 When a user browses our site, LLC automatically receives its computer's internet protocol (IP) address which provides information about its browser and operating system.
- 7.2 When a user provides LLC with personal information to create an account, contacts LLC directly, or submits a Concern form, the user implies that it consents to LLC collecting that information and using it only for the reason for which it was provided.
- 7.3 Users involved with the sharing of data may also receive communications regarding updates to the Water Hub's systems or policies. If a user does not want to receive these communications, simply contact us and the user will not be included in such communications in the future.
- 7.4 LLC will not sell or share a user's personal information.

