



Columbia Basin Water Hub

Terms of Use

Living Lakes Canada

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Guiding Principles

- The Water Hub and its policies are guided by the principles of FAIR (Findable, Accessible, Interoperable and Reusable) data. By using the Water Hub, the user agrees to adhere to the Terms of Use outlined below

General Terms of Site Use

- Users may not use the Water Hub or the resources it contains for any illegal or unauthorized purpose nor may you, in the use of the Water Hub, violate any laws in your jurisdiction (including but not limited to copyright laws).
- Users shall not transmit viruses, other malware or any code of a destructive nature through the Water Hub.
- The breach or violation of any of these Terms will result in the termination of your account.
- We are 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 your own risk.
- We reserve 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 you or to any third-party for any modification, suspension or discontinuance of the Water Hub service.
- Certain content, datasets or pages on the Water Hub may include third-party content or links.
 - Such links may direct you to third-party websites that are not affiliated with the Water Hub. The Water Hub and its partners are not responsible for examining or evaluating the content or accuracy and we do 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.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) 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; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Terms of Data Use

- If data is used or distributed:
 - The contributors, rights holders, sponsors and/or creators must be adequately cited using the information available in the Resource metadata and **including the DOI**.
 - The copyright notices and identifications of licences (of the Water Hub, and the contributing organization) must be included and adhered to. It is the responsibility of the Data User to understand and adhere to the terms and conditions of the licenses applicable to each dataset.
 - The resulting product must remain free of technical measures restricting otherwise allowed rights.
 - If the data used is modified, the resulting product must be given a new name, version number, or indicate changes made.
- 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.
 - 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.

Warranty/Liability

- Data submitted is not verified by the Water Hub or their partners.
- 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.
- The Water Hub disclaims all warranties and conditions in regard to any info/data presented.
- The Water Hub and its partners are NOT liable for direct, special, indirect, consequential damages resulting from the use of the Monitoring Collaborative and its content.
- 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.

Terms of Data Submission

Hosted Data Policy

The CB Water Hub and LLC is dedicated to factual information and reserves the right to decline to share resources, or remove what is deemed controversial or incorrect content based on review by the Management Team, and Board of Directors.

- The Water Hub is not responsible for verifying any submitted data nor will it claim ownership of the data
- By submitting data you:
 - Confirm you have the necessary licenses, rights, and permission to upload
 - Agree to grant the Water Hub worldwide, non-exclusive, royalty-free, transferable license to use/reproduce/distribute/modify/display the dataset.
 - Agree that data, and the data's quality, through the use of data flags where appropriate, is accurate to the best of your knowledge
 - Agree to hold harmless the Water Hub and all its partners
 - Agree that the Water Hub has rights to remove submitted resources from this website
- Metadata will be freely accessible without any conditions.
- Numerical Data will be provided in open, machine-readable formats that are convenient and modifiable where possible, unless the exceptions listed below apply.
- Exceptions to open, free, unrestricted data access:
 - Where local and Traditional Knowledge is used, Knowledge Holder's rights will not be compromised.
 - If data release may cause harm to people or the environment, specific aspects can be kept protected or generalized to a broader geographic location.
 - Where pre-existing data already has restrictions.

Server Hosting

The Water Hub runs on a server hosted by Carl Data solutions, the makers of FlowH2O (carlsolutions.com). Living Lakes has an agreement with Carl Data solutions to provide this server. We cannot guarantee that your data will always be available from this source, having another form of backup for your data is advised. If you have any more questions about our servers, contact the Database Manager.

Privacy Policy

- When you browse our site, we automatically receive your computer's internet protocol (IP) address which provides information about your browser and operating system.
 - When you provide us with personal information to create an account, contact us directly, or submit a Concern form, you imply that you consent to our collecting that information and using it for that specific reason only.
 - Users involved with the sharing of data may also receive communications regarding updates to the Water Hub's systems or policies. If you do not want to receive these communications, simply contact us and you will not be included in such communications in the future.
 - We will not sell or share your personal information.
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References

This document was adapted from similar policies obtained from the Canadian Open Data Policy, The Gordon Foundation, the Lake Winnipeg Basin Information Network, the Open Knowledge Foundation (Open Definition 2.1), the Salmon Data Centre, and the US Government Open Data Policy.

