

Appendix A – Terms and Conditions of Use

Licence Agreement for Digital Data

This is a legal agreement between you ("User") and Her Majesty the Queen in Right of Manitoba, as represented by the Minister of Conservation ("Manitoba"). BY ACCESSING, DOWNLOADING, PRINTING OR USING THE DATA, INFORMATION AND MATERIALS BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO, THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISPOSE OF ANY SUCH DATA, INFORMATION, MATERIALS AND ANY DERIVED PRODUCTS. These terms and conditions may change from time to time and it is your responsibility to check for such updates.

WHEREAS Manitoba is the owner of the proprietary rights in the digital data, information and materials ("Data") which forms part of the Manitoba Land Initiative's Data Warehouse and which Data is being delivered with, or is accessible electronically pursuant to, this Agreement;

AND WHEREAS the User wishes to access and use the Data;

NOW THEREFORE the User, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees as follows:

1.00 Reserved Rights and Grant of Limited Licence

1.01 All Data is copyrighted, © 2001, Her Majesty the Queen in Right of Manitoba, as represented by the Minister of Conservation. All rights reserved. The User acknowledges that the Data is protected under the *Copyright Act* (Canada).

1.02 The Data is provided free of charge and royalty-free to the User for use, subject to the terms and conditions of this Agreement. The User owns the disk(s) or tape(s) on which the Data is recorded, but Manitoba retains all ownership interests in the Data.

1.03 Subject to clauses 1.04 and 1.05, the User is hereby granted a limited licence to:

- a. select, print or arrange all of, or portions or features from these Data;
- b. distribute Data, free of charge, in its original source form;
- c. create new representations of these Data; and
- d. process, analyze or otherwise use these Data in the development of new, derived works or value added products.

1.04 The User may sell, lease or sublicense the Data contained in new, derived works or value added products only. Reproducing or redistributing the Data for sale, lease or sublicense in its original source form, in whole or in part, without such modifications is strictly prohibited. Users are encouraged to come to the originating source to access the most current version of the Data.

1.05 When the Data is being distributed, free of charge, in its original source form as permitted by clause 1.03(b), or when using the Data in new representations, derived works and value added products as permitted by clauses 1.03(c) and (d), the User shall reference the source of information as: "© 2001 Her Majesty the Queen in Right of Manitoba, as represented by the Minister of Conservation. All rights reserved."

MLI User Help

2.00 **No Advice or Warranties**

2.01 THE DATA IS PROVIDED ON AN "AS IS" BASIS AND MANITOBA MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING THE DATA, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

2.02 The boundaries, colours, denominations and other interpreted information contained in the Data, and their positional accuracy, do not imply on the part of Manitoba any judgement on the legal status of any territory or the endorsement or acceptance of such boundaries.

2.03 Manitoba may authorize other parties to use the Data in the same kind of products or in different products and Data may be deleted, changed or updated from time to time. Manitoba reserves the right to restrict access to the Data and may charge fees for access to the Data in the future.

3.00 **No Liability / Indemnification**

3.01 MANITOBA SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES WHICH MAY RESULT FROM THE USER'S USE OR POSSESSION OF THE DATA. MANITOBA SHALL NOT BE LIABLE IN ANY WAY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DATA.

3.02 The User shall indemnify and save harmless Manitoba and its Ministers, officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expense, damages or injuries (including injuries resulting in death) arising out of the User's use or possession of the Data.

4.00 **Choice of Law**

4.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Manitoba, Canada and the parties irrevocably attorn to the jurisdiction of and agree to bring any actions exclusively in the courts of Manitoba.