

# City of Virginia Beach Open Data Terms of Use

*Version 1.0  
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## Open Data Terms of Use

### Purpose

These Terms of Use are intended to protect and promote the City of Virginia Beach's (the "City") commitment to open data and ensure that the recipients can freely use, modify, and share the data for any purpose.

### Definitions

Data - a value or set of values that represents a specific concept or concepts. Data becomes information when analyzed and possibly combined with other data in order to extract meaning and provide context.

Open Data - data made public and provided in a convenient, modifiable form such that there are no unnecessary technological obstacles or licensing limitations to the use of the data. For purposes of this policy, open data is machine processable, available in bulk, and provided in an open format such as a .CSV file.

Dataset - means a named collection of related records, with the collection containing data organized or formatted in a specific or prescribed way, often in tabular form.

Open Data Portal - a technology application for transmitting open data for use, reuse, and redistribution.

### Modification of the Agreement

The City 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.

### Authority

You agree to these Terms of Use by either: (1) clicking to accept the Terms of Use; or (2) downloading or using any of the datasets. You confirm that you are at least 18 years of age and that you have full capacity and authority to accept and be bound by these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to the Terms of Use. Review these terms of use carefully; if you do not agree with any part of this agreement, do not accept the Terms of Use or download any dataset(s).

## License / Copyright

Unless otherwise noted, the data on the City's open data portal is public domain and made available with a Creative Commons CC0 1.0 Universal dedication. To that end, you can use, modify, and distribute the datasets in all current and future media and formats for any lawful purpose, including for commercial purposes. You are free to copy, modify, publish, translate, adapt, distribute or otherwise use the datasets in any medium, mode or format for any lawful purpose. If you distribute or provide access to the datasets to any other person, whether in original or modified form, you agree to and any such person agree to, and are bound by, these Terms of Use without introducing any further restrictions of any kind.

## Suggested Attribution

Although you are not required to credit the City for each use or reproduction of the datasets, you are encouraged to conspicuously announce that these datasets are publicly available from the City. An example citation is provided below:

Data provided by the City of Virginia Beach (<http://gis.data.vbgov.com/>)

## Secondary Use

Data accessed through City websites do not, and should not, include controls over its end use. Once the data has been downloaded from through City websites, the City cannot vouch for their quality and timeliness. Furthermore, the City cannot vouch for any analyses conducted with data retrieved from City websites.

## Compliance with Law Your Responsibility

You assume sole responsibility for your use and reproduction of the datasets and for complying with all applicable laws and industry standards.

## No Warranty with Datasets

Your use of the datasets is solely at your own risk and you are fully responsible for any consequences arising from your use of the datasets. All datasets are provided on an "as is" and "as available" basis, and you agree to use them solely at your own risk. There are no warranties, express or implied, in respect to the datasets or your use of them, including without limitation, implied warranties and conditions of merchantability and fitness for any particular purpose. For example (but without limiting the total intended scope of the preceding sentence):

1. While reasonable efforts have been made in preparing these datasets for use by you, the City does not give any warranty or representation, whether express or implied, as to the completeness, currency, appropriateness, or accuracy of the datasets or that access will be continuous;
2. The City does not make any representation that the datasets are free and clear of any possible third party copyright, moral rights, other proprietary right or other claim;

3. The City does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, maps, graphics, links and other items contained in any dataset or the open data portal.

Please note that the datasets may be modified from their original source, and that all data visualizations on maps are approximate and include only data that can be mapped.

The datasets do not represent an official statement of City policy, practice, services or procedure, and should not be construed as such.

## Exclusion of Liability

You expressly agree that the City is not liable to you for any direct, indirect, incidental, consequential, special, or other damages, including but not limited to damages for loss of profit, goodwill, use, data, or other intangible losses resulting from your access to or use of datasets or the City's open data portal.

## Indemnity

You agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and authorized representatives from and against any liability or any form of loss injury, demand, action, cost, expense or claim of any kind, (including lawyer's fees), relating in any way to your access to or use of the datasets or the City's open data portal, including, but not limited to, your connection to the open data portal or your use of the datasets or any other contents of the open data portal. You agree to cooperate fully in the defense of any claim. The City reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of the City.

## Limitation of City Liability

As a municipal corporation, the City has sovereign immunity. Nothing herein may be construed to be a waiver of such sovereign immunity.

## Cancellation for Non-Compliance

The City reserves the right (though not the obligation) to refuse to provide data to you if it is the City's opinion that use violates any local or Federal policy or law. The City also reserves the right to stop providing datasets at any time for any reason in its sole discretion. All provisions of this Agreement, which by their nature should survive termination, shall survive termination including warranty disclaimers and limitations of liability.

## No Endorsement

You may not publicly represent or imply that the City is participating in, or has sponsored, approved or endorses the manner or purpose of your use or reproduction of the datasets.

## No Association

You may not use any trademark, official mark, official emblem or seal of the City, or any of its other means of promotion or publicly, without the City's prior written consent nor in any event to represent or imply an association or affiliation with the City.

## No Waiver

You agree that, if the City does not exercise or enforce any legal right or remedy contained in these Terms of Use (or that the City has the benefit of under any applicable law), this will not be taken to be a waiver of the City's rights and that those rights or remedies will still be available to the City. Any waiver of any provision of these Terms of Use will be effective only if the City expressly states in a signed writing that it is waiving a specified provision.

## Severability

The provisions of these Terms shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

## Governing Law and Jurisdiction

These datasets are published from within the Commonwealth of Virginia. These Terms of Use are governed by Virginia law and the City and you now irrevocably submit to the exclusive jurisdiction of Virginia Beach courts with respect to any and all matters arising under these Terms of Use or access to, or use of, these datasets. In the event that Creative Commons CC0 1.0 Universal dedication or any other open source license instrument conflicts with this section, the language of this section shall prevail.

## Questions or Comments

If you have any questions or comments about these Terms of Use, please feel free to contact us at [opendata@vbgov.com](mailto:opendata@vbgov.com).