

# Terms of Use

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## The legal Terms of Use

**Carefully read the following Terms and Conditions of Use ("Terms of Use") before using this Site.**

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- Redeliver any page, text, image, or Materials on this Site using "framing" or other technology;
- Engage in any conduct that could damage, disable, or overburden (i) this Site, (ii) any Materials or services provided through this Site, or (iii) any systems, networks, servers, or accounts related to this Site, including without limitation, using devices or software that provide repeated automated access to this Site, other than those made generally available by the City;
- Probe, scan, or test the vulnerability of any Materials, services, systems, networks, servers, or accounts related to this Site or attempt to gain unauthorized access to Materials, services, systems, networks, servers, or accounts connected or associated with this Site through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication or security device of any Materials, services, systems, networks, servers, or accounts related to this Site;
- Modify, copy, obscure, remove, or display the City's name, logo, trademarks, text, notices, or images without City of Richmond's express written permission.
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Communications made through this Site's email and messaging system is for convenience only and shall not be deemed to constitute legal notice to the City or any of its affiliates or their respective councillors, commissioners, officials, officers, agents, agencies, employees or representatives with respect to any existing or potential claim or cause of action or for any other purpose.

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You may not link to this Site unless you comply with these linking conditions ("**Linking Conditions**"). The City now grants you a limited, revocable, nonexclusive right to create a hyperlink to this Site ("**Link**"), provided you comply at all times with the following conditions:

- The Link must resolve to a valid City page at this Site or to a page to which the City links as an extension of a task on a page, such as a third-party site that provides a service to the City, such as displaying maps, aggregating social media content, or displaying schedules.
- The text of the Link must read either "City of Richmond," "Richmond," "Richmond, BC," "City of Richmond, Canada" or "[Richmond.ca](https://richmond.ca)." You may not use any City of Richmond logo or graphic, or any other City of Richmond trademark, as part of the Link without the City's express written permission; and
- The Link and surrounding context on the linking site must not: (a) falsely represent or misrepresent any relationship between the linking site and the City, including suggestions of affiliation, endorsement, or sponsorship; (b) portray the City or its

affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive manner; or (c) deliver the Materials in a framed environment or alter the layout, content, look, or feel of the Site.

If you have created a Link that conforms to these Linking Conditions, then you also may include one or more Links to any internal or subsidiary page of this Site that is located one or several levels down from the homepages (known as "deep links"), provided, however, that all such deep links must be in close physical proximity to the Link that conforms to the Linking Conditions. You may not maintain numerous or pervasive Links to this Site.

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You agree that you are solely responsible for all information, data, content, text, photographs, graphics, images, videos, messages, comments, quotations, files, documents, and any other materials that you submit, upload, post, email, transmit, or otherwise make available via the Site ("**Content**"). By submitting, uploading, posting, e-mailing, or transmitting ("post") content to the Site, you represent and warrant that either you own all right, title, and interest in and to the Content or have express permission from the owner to copy and use such content for all purposes related to the Site. The City does not control and is not responsible for the content uploaded via the Site, and the City neither guarantees the accuracy, quality, or appropriateness of nor endorses any Content submitted to the Site.

You agree not to use the Site to:

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- Post any content that personally attacks or is derogatory toward the City as an entity, City employees, any City products or services, or any City Materials;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
- Post any Content that you do not have a right to make available under any law or contractual or fiduciary relationships or obligations;
- Post any Content that infringes, violates, or misappropriates any patent, official mark, trademark, trade secret, copyright, or other intellectual property or proprietary right or any moral right of any party;
- Except where reasonably required for the purposes of that section of the Site, post any “personal information” (as such term is defined under the Freedom of Information and Protection of Privacy Act in British Columbia) or specific account details about yourself or any person or entity;
- Post any advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- Post any material that contains viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- Intentionally or unintentionally violate any applicable local, state, national, or international laws, rules, regulations, decrees, acts, orders, directives, legislation, bills, or statutes.

You grant the City and its affiliates, and their respective councillors, commissioners, officials, officers, employees, agents, licensors, and vendors a perpetual, worldwide, irrevocable, nonexclusive, fully-paid up, royalty-free, sub-licensable, and transferable right and licence to use, store, modify, adapt, translate, publish, display, broadcast, perform, disclose, distribute, sell, reproduce, and create derivative works from any Content, in whole or in part, in any medium or technology throughout the world, including any inventions, concepts, techniques, know-how, ideas, or expressions of ideas arising out of or based on the Content, for any purpose in City of Richmond's sole discretion, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party. The City will exclusively own all right, title, and interest in and to any derivative works or inventions created by or on behalf of the City that incorporate or otherwise make use of any Content, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party.

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