

Dublin City Council – Terms and Conditions for Flood Data Usage

Dublin City Council ("DCC") have developed the Flood Data for the greater Dublin region ("Flood Data") and it is held on www.data.smartdublin.ie (the "Website") as part of a research project with SFI Connect Research Centre for Future Networks ("CONNECT"), Pervasive Nation and University College Dublin ("UCD").

It is a condition of use of this Website that you agree to be bound by the disclaimer and other terms and conditions relating to Flood Data set out herein (together, the "Terms and Conditions") and to the privacy policy on this Website.

You are required to read the Terms and Conditions below.

By accepting the Terms and Conditions, you are entering into a legal agreement with DCC to waive any legal rights on your part in respect of the content provided.

By clicking " I Confirm" and proceeding to access, retrieve, view, read and / or download any content, you are agreeing unconditionally and absolutely the Terms and Conditions.

If you decline to enter into this legal agreement, you may not proceed to access any content relating to the Flood Data available through the Website.

1. You accept, acknowledge and agree that DCC make no representations, warranties, guarantees or undertakings, whether express or implied, that the information on the Website is, without limitation, accurate, complete, free from error, secure, up to date, free from bugs and/or viruses or other technologically harmful material that may infect your computer equipment, programs and/or system or fit for any particular purpose.
2. The Flood Data, and the content on this Website, are provided to comply with the requirements the EU Directive on open data and the **re-use of public sector information**, also known as the 'Open Data Directive' (Directive (EU) **2019/1024**) entered into force on 16 July **2019** of and do not, and are not intended to, constitute advice. Professional or specialist advice should be sought before taking, or refraining from, any action on the basis of the Flood Data or the Website content.
3. DCC do not make any warranties, representations, or undertakings about the content of any other website (including any website owned or operated by or on behalf of DCC) that may be referred to or accessed by hyperlink within the Website.
4. To the fullest extent permitted by applicable law, none of the State, DCC nor any of its members, officers, associates (including CONNECT, other Local Authorities and UCD), consultants, employees, affiliates, servants, agents or other representatives shall be liable for any loss or damage whether in contract, tort (including negligence) breach of statutory duty or otherwise arising out of, or in connection with, the use of, or the inability to use, the Flood Data or any other content of the Website, including, but not limited to, indirect or consequential loss or damage, loss of data, income, profit, or opportunity, loss of, or damage to, property and claims of third parties, even if DCC have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.
5. You accept all and any liability and responsibility for the interpretation and use of any content on the Website that is downloaded, read or interpreted or used in any way by you or which arises out of any content being passed to a third party by you. You agree that you shall not use the Website and/or Flood Data for illegal purposes, and will respect all applicable laws and regulations.

6. Subject to these Terms and Conditions, DCC hereby grant you a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise licensed rights in the Flood Data. Licensed rights means the rights granted to you subject to these Terms and Conditions which are limited to all copyright and sui generis data rights. The licensed rights are limited to the reproduction and sharing (but not modification) of the licensed material for non-commercial purposes in accordance with these Terms and Conditions.

Sui generis data base rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world. This license applies for the term of the copyright and sui generis rights licensed here. However if you fail to comply with the Terms and Conditions, your rights under this license will terminate.

7. You agree that you will not pass on any of the Flood Data or any other content on the Website to any third party without ensuring that said party is fully aware of and accepts the Terms and Conditions.

8. DCC comply with the EU Directive on open data and the **re-use of public sector information**, also known as the 'Open Data Directive' (Directive (EU) 2019/1024) and whilst the re-use of the information is encouraged, you accept that you must not use the Flood Data for any commercial, business, professional or other income generating activity.

9. You agree that you shall not use the Website for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the Website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

10. You agree to be fully responsible for any claim, expense, liability, losses and costs, including legal fees incurred by DCC arising out of any infringement of the Terms and Conditions, by you.

11. Subject to the Terms and Conditions, you are free to copy and use the content of the Flood Data provided that the following conditions are complied with:

- you must not modify or adapt the content;
- you acknowledge the source of the content by including the following attribution statement: "Contains Dublin City Council information © Dublin City Council";
- you acknowledge the source of background mapping by including the following attribution statement: "Contains Dublin City Council information © Dublin City Council";
- you must ensure that you do not use the content in a way that suggests any official status or that Dublin City Council endorse you or your use of the content;
- you must ensure that you do not mislead others or misrepresent any information, content or its source or use the information or content in a way that is detrimental to Dublin City Council, CONNECT, any Local Authority, or UCD;
- you agree not to use the content for the principal purpose of advertising or promoting a particular product or service or for an illegal, immoral, fraudulent or dishonest purpose;

- you must ensure that your use of the content does not breach Data Protection legislation under the Data Protection Acts and or by the EU General Data Protection Regulation 2016 (GDPR), as may be amended from time to time;

- you must ensure that you do not reverse engineer, decompile etc. any code, data or content on the Website so as to recreate a full dataset or other content.

12. DCC neither make nor offer a guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. DCC may suspend, withdraw, discontinue or change all or any part of the Website without notice.

13. You acknowledge that DCC are the owners of, and/or have the consent to use, all intellectual property rights in the Website, the Flood Data and all other content on the Website and that such works are protected by copyright laws and treaties worldwide. All such rights are reserved.

14. You accept that DCC reserve the right to change the content and/or presentation of the Flood Data or any other content of the Website at their sole discretion at any time, and to change the Terms and Conditions. You agree to check these Terms and Conditions and the Flood Data from time to time to take notice of any changes made and that such changes shall be binding upon you.

15. This document shall be governed by, and construed in accordance with, the laws of Ireland and you agree to the exclusive jurisdiction of the Courts of Ireland. If any provision of the Terms and Conditions shall be unlawful, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.



Important Next Steps:

To request access to the Flood Data and to agree to the Terms and Conditions above, please fill out the google form at:

<https://forms.gle/3UKLSDcKX8EQSvLP9>

If you have any issues, please contact the Smart Dublin team at:
data@smartdublin.ie