## County of Los Angeles Open Data TERMS OF USE

- 1. Introduction. Thank you for visiting the Los Angeles County Open Data website ("Website"). This Website is operated by the County of Los Angeles ("LACO", "County", "we", "us", or "our"). The County makes a variety of datasets ("Data") available for use and/or download on this Website. We ask that you carefully review these Terms of Use and all documents referenced in or linked from these Terms of Use (collectively, "Terms of Use") before using our Website. These Terms of Use establish a binding agreement that governs your use of this Website and the Data. The Terms of Use, together with the Privacy Policy, govern your use of this Website. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. If you are under 13 years of age, then please do not use this Website. If you are accessing the Website on behalf of a company or other entity, you represent and warrant that you have full legal authority to enter into these Terms of Use on behalf of that entity and bind it to these Terms of Use. If you are not authorized, you may not accept the Terms of Use. You agree to be bound by these Terms of Use and if you do not agree to these Terms of Use, you may not use this Website and/or the Data. IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE.
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- 4. API Use. From time to time, we may provide certain users ("API Users") access to an application programming interface ("API") through the Website. We hereby grant API Users a limited, personal, non-sublicenseable, nontransferable, nonexclusive, revocable license to access and use the API solely as necessary to create and run websites and applications that meet all the requirements and conditions set forth in these Terms of Use. When using the API, API Users may not (or allow those acting on their behalf to): (i) sublicense an API for use by a third party; (ii) perform an action with the intent of introducing to the Website any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (iii) defame, abuse, harass, stalk, or threaten others; (iv) interfere with or disrupt the API or the servers or networks providing the API; (v) promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements; (vi) reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law; and (vii) use the API for any activities where the use or failure of the API could lead to death, personal injury, or environmental damage; (viii) attempt to circumvent any security measures or technical limitations of the API; (ix) use the API (or any Data within the API) in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights or rights of privacy or to engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law (including but not limited to export laws); (x) use the API in a manner that exceeds reasonable request volume or constitutes excessive or abusive

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- 5. **Registration.** You may need to register and create an account to access and use certain portions of the Website. You can create your own account (user name/password) by going through the online registration process. You agree to maintain the confidentiality and security of your user name and/or password. You are fully responsible for all activity, liability and damage resulting from your failure to maintain account confidentiality. If you provide the user name and/or password to someone else, you will be responsible for his or her actions or ensuing liabilities in connection with this Website. The County assumes no responsibility or liability with respect to the use, misuse and/or loss of your password and/or user name. You agree to immediately notify County of any unauthorized use of your password or any breach of security. This Section 5 is void where prohibited by law and the right to access the Website is revoked in such jurisdictions.
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- 7. Other Websites. We may provide links from our Website to other websites as a convenience to our visitors. We have no control over the content posted at those linked websites, all of which have separate terms of use and privacy policies. We make no representation about the use, accuracy, reliability, and/or completeness of any information or other material available thereon. Links to third party websites are not intended to and do not imply affiliation with or sponsorship or endorsement of these websites or of the third parties operating such websites. Once you leave our Website, you are subject to the Terms of Use and Privacy Policy of that website and use of that website at your own risk. We have not reviewed all the third party websites linked to or framing this website, you acknowledge and agree that the County has not reviewed all the third party websites. By entering this Website, you acknowledge and agree that the County has not reviewed all the third party websites linked to or framing this Website and is not responsible for the content of any pages of such third party websites. We do not make any representations or warranties as to the security of any information (including, without limitation, any personal information) you may have or might be requested to give to any third party, and you hereby irrevocably waive any claim against us with respect to such third party websites and their content. Your visits to any other websites or to any other sites connected to our Website is at your own risk.
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- 10. **Indemnity.** You agree to indemnify, defend and hold us harmless, at your own expense, from and against any liability, fees (including attorney's fees) and/or costs arising out of or relating to your breach or violation of these Terms of Use.
- 11. **Jurisdiction.** You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Terms of Use or the ownership, operation or maintenance of this Website, shall be resolved exclusively in the appropriate state or where subject matter jurisdiction is appropriate, federal court in County of Los Angeles, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California.
- 12. **Modifications.** You agree that we may modify or add to these Terms of Use at our sole discretion, without notice to you, and that your right to access this Website is conditioned upon your compliance with the most current version of these Terms of Use. The most current version of the Terms of Use can be reviewed on the Website. Your use of the Website after any changes to the Terms of Use shall signify your agreement to the Terms of Use. You further agree that we may modify all or any portion of this Website and/or any service available on this Website without notice or cause at any time.
- 13. **Termination.** We may terminate all or any portion of these Terms of Use and/or all or any portion of this Website without prior notice or cause at any time. You agree not to use all the applicable portions of this Website for any reason if at any time we terminate your access to all or any portion of this Website, we terminate all or any portion of these Terms of Use, or you do not agree to agree to all or any portion of these Terms of Use. If at any time you do not agree these Terms of Use or the Privacy Policy you must immediately cease using this Website. The provisions of Sections 4, 10 through 18 shall survive any termination of the agreement formed by these Terms of Use.
- 14. Waiver & Severability. Any express waiver or failure to exercise promptly any right under the Terms of Use will not create a continuing waiver or any expectation of non-enforcement. Any waiver of the Terms of Use must be in writing and signed by the party against whom enforcement of the waiver is sought. If any provision of the Terms of Use is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms of Use will remain in full force and effect.
- 15. **Notice.** Any notice or other type of information that is provided to you in connection with using this Website, such as these Terms of Use and the Privacy Policy, amendments to any of these documents, and other information (collectively, "Communications"), may be posted on this Website or, where applicable, sent to your email address. We are not obligated to provide any Communications to you in paper form.
- 16. **No Third Party Beneficiaries.** You acknowledge and agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third party beneficiary to the Terms of Use.
- 17. **Entire Agreement.** These Terms of Use and the Privacy Policy constitute the entire agreement between you and us relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern our legal rights and obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by us. These Terms of Use may not be modified, either expressly or by implication, except as set forth in Section 12 above.

18. Should you have any questions, please email us at <a href="mailto:info@cio.lacounty.gov">info@cio.lacounty.gov</a>.

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