

Terms and Conditions

The data.brisbane.qld.gov.au website ("the Website") is owned and operated by Brisbane City Council ("Council").

Council promotes the sharing and use of Council's data to allow members of the public to better engage as part of our vision for a smart, prosperous city.

Council asks that you use the Website in a responsible manner.

1. Terms of Use

These general terms and conditions govern your use of the Website. Additional terms and conditions governing your use as well as notices, disclaimers and guidelines may apply to particular areas of the Website or to particular features or transactions ("Additional Terms"). These general terms and conditions together with such Additional Terms where applicable, are referred to as the "Terms of Use".

Your access to and use of the Website, by any means including by any robot, spider or other automatic device or agent, or by any manual process is subject to these Terms of Use. Use of the Website indicates your acceptance of these Terms of Use.

Council reserves the right to amend the Terms of Use at any time at its sole discretion. Your continued access/use of the Website after such change constitutes acceptance of the changes by you. You should check the Terms of Use from time to time for that reason.

2. Your obligations

1. Access

1. Council reserves the right to deny you access to, or use of, all or part of the Website alongside restricting access to your account, without prior notice, if you engage in any conduct that Council believes, in its sole discretion:
 - (a) violates any term or provision of these Terms of Use; or
 - (b) violates the rights of Council or third parties; or
 - (c) is otherwise inappropriate for continued access and use of the Website.

2. Council may from time to time modify or discontinue, temporarily or permanently, the Website (or any part thereof), whether for maintenance or for any other reason, with or without notice. You agree that Council shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

2. User Conduct

1. The Website contains discussion forums and other communication facilities which provide for interaction between users ("Communication Facilities"). Your use of the Communication Facilities is subject to these Terms of Use, including any Additional Terms, as they are presented to you when you enter a Communication Facility.
2. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, application programming interface ("API") or other materials ("Content"), whether publicly posted or privately transmitted via the Website, are the sole responsibility of the person from which the Content originated. While Council may at its discretion, take reasonable steps to monitor the Website for inappropriate content, under no circumstances will Council be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, for editing, restricting or removing your Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Website.
3. You must comply with all applicable Local, State, National and International laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to submit Content and provide your submission through the Communication Facility.
4. You must not:
 - a. upload, post, email or otherwise transmit any Content that is unlawful, misleading or deceptive, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful or racially, sexually, ethnically or otherwise objectionable or vilifying;
 - b. upload, post, email or otherwise transmit any Content that will violate, misappropriate or infringe the rights of any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- c. upload, post, email or otherwise transmit any content that is false or misleading; inappropriate or of nuisance value;
 - d. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation.
 - e. use another’s name, username or password without permission, collect or store personal data about other users;
 - f. impersonate or otherwise misrepresent your identity, age or affiliation with any other person or entity (including, without limitation, where Council requires you to register in order to use the Website);
 - g. download or post any material or Content which you know or ought to know cannot be legally distributed;
 - h. tamper with, hinder the operation of, or make unauthorised modifications to the Website;
 - i. use any data or information obtained from or associated with the Website to create, send, access or store any form of data or information that damages the good standing of Council or misrepresents Council and the Website;
 - j. use any data or information obtained from or associated with the Website to create, send, access or store any form of data or information that is in breach of any Australian State or Federal law;
 - k. knowingly transmit any virus, worm, trojan horse, adware, spyware or other malicious code or other disabling feature to the Website.
5. The Website and all content on the Website is made available under the Creative Commons Attribution 4.0 <https://creativecommons.org/licenses/by/4.0/>

3. User Accounts

- 1. You agree that:
 - a. you are individually responsible for maintaining the confidentiality of your password and account;

- b. you are individually responsible for all activities that occur under your password or account;
- c. you must immediately notify Council of any unauthorised use of your password or account or any other breach of security;
- d. any accounts that have been inactive for an extended period of time may be permanently deleted without notice, including any files or content remaining on the account;
- e. Council may preserve or disclose content of your account if:
 - i. required to do so by law;
 - ii. in good faith such disclosure is reasonably necessary to protect the rights, property, personal safety or business interests of Council, users of the Website or the public; or
 - iii. in good faith such disclosure is reasonably necessary to enforce these Terms of Use or to respond to any complaints relating to these Terms of Use;
- f. technical processing of the Website and transmission of content, including individual user content, may involve various networks, and content may be translated to conform and adapt to technical requirements of connecting networks or devices.

4. Registration

1. When you register and activate your account, you will provide us with personal information such as your name and email address. You must ensure that this information is accurate and current. We will deal with all personal information we collect in accordance with Council's Privacy Statement. Please be aware your personal information will be used to complete your request and to help us improve our service delivery to you.
2. When you register you create your own profile. You are responsible for keeping your profile information, including password, secure and are responsible for all use and activity carried out under your account.
3. By registering to this service, you accept that Council will use the contact details provided such as your email address to notify you of system related information for

example outages, updates or upgrades. Your contact details will be kept private and treated in accordance with Council's Privacy Statement.

3. Intellectual Property Rights

1. The information, text materials, graphics, logos, button icons, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, source code, schema, look and feel, and control features of the Website are protected by copyright, trade mark and other intellectual property laws.
2. You must not modify, copy, reproduce, republish, frame, upload to a third party, communicate to the public, transmit or distribute in any way any of the material on the Website, including audio and video excerpts, except as expressly provided in these Terms of Use, any license agreement specifically attached to a dataset, or as permitted by the *Copyright Act 1968* (Cth).
3. This Website includes registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law including, but not limited to the URLs and APIs from data.brisbane.qld.gov.au, APIs from service.brisbane.qld.gov.au and ebimap.brisbane.qld.gov.au and the Brisbane City Council logo. You may not use these trade marks or the names "Brisbane City Council", or the name of any of Council's related companies, except where acknowledgement is requested by a distribution License.
4. By placing Content on the Website, you grant to Council a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to use, copy, sublicense, redistribute, adapt, transit, publish and/or broadcast, publicly perform or display such communications in any form, but not for commercial purposes without your consent.
5. Council further asserts no claim or rights over any applications developed using dataset(s) or APIs retrieved from the Website.

4. Disclaimer, Indemnity and Limitation of Liability

1. This Website is provided by Council on an "as is" basis without any express or implied warranty of any kind.
2. The World Wide Web exists across open public networks that are neither secure nor private. Accordingly you acknowledge and accept the risk that any communication to or from the Website may be intercepted, used or modified by third parties.

3. Council does not warrant that access to or use of the Website will be uninterrupted or error free or that the Website or any material on or accessible through the Website is free from errors or viruses, worms, trojan horse or other harmful component.
4. Council does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of any material on or accessible through the Website. Council may change any of the material on the Website at any time without notice. You are responsible for assessing the accuracy, reliability, suitability and currency of the material on or accessible through the Website.
5. Neither Council nor any of its officers, employees, agents or related bodies corporate shall be liable for:
 - a. any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the destruction, damage or unauthorised access to your computer system or network;
 - b. any defamatory, infringing, offensive or illegal conduct or material found in connection with the Website, including such conduct or material transmitted by any means by any other person;
 - c. any damages, including without limitation, direct, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Website.
6. You indemnify and hold Council and its subsidiaries, affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable legal fees and costs), arising out of a claim alleging that the any content originating from the Website infringes, misappropriates or violates any rights of a third party. You indemnify and hold Council and its subsidiaries, affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable legal fees and costs), arising out of a claim or demand:
 - a. alleging that any of submissions, or content submitted by you and published by Council, infringes, misappropriates or violates any rights of a third party;
 - b. arising out of an alleged breach by you of a representation, warranty of agreement related to any of you submissions and these Terms of Use.

5. Termination

The Terms of Use are effective until terminated by Council. Council may terminate this agreement and your access to the Website at any time without notice. In the event of termination you are no longer authorised to access the Website, but all restrictions imposed on you, licences and waivers granted by you and all Council disclaimers and limitations of liability set out in these Terms of Use will survive.

6. General

1. These Terms of Use are governed by the law in force in the State of Queensland and you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any other courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or the Website.
2. If any of these Terms of Use are invalid or unenforceable, they will be struck out and the remaining terms will remain in force.

7. Privacy Policy

1. Council's privacy policy is designed to protect your rights and govern the use of information on the Website. Council will take all reasonable and appropriate steps to protect the privacy of individuals as required by the Information Privacy Act 2009.
2. When collecting your personal information, Council will:
 - a. tell you for what purpose it will be collecting the information;
 - b. tell you what information is necessary to access the Website's products and services;
 - c. tell you when the information needs to be passed on to Council's contractors and agents who carry out activities on Council's behalf;
 - d. not ask for or collect any sensitive information about you unless it is necessary to meet legal, public interest or statistical requirements;
 - e. not pass the information on to other entities without your consent unless it is required by law or for the public interest.
3. When you provide Council with your personal information, Council will:

- a. use the information to help you use the Website;
 - b. gather the data for analysis;
 - c. remove personally identifiable characteristics, unless you have given us specific consent to recognise your usage on an individual basis.
4. Council will not disclose your personal information to any other person or organisation unless one of the following reasons applies:
 - a. you have given us your consent to do so;
 - b. Council is required by law or authorised to do so under a law;
 - c. there are grounds to believe disclosure will prevent a threat to life or health;
 - d. that person or organisation is providing a service to Council and is required to maintain the same or similar privacy legislation principles;
 - e. Council is of the opinion that it is unable to assist with your request and that another government agency or authority is more capable of assisting, or has the appropriate jurisdiction to assist with your request.
5. When handling your personal information, Council will:
 - a. take reasonable steps to ensure that all information it collects, uses or discloses is securely stored;
 - b. monitor transmissions sent to or from Council for quality control and systems administration;
 - c. strive to protect your personal information from misuse, loss and unauthorised access; and
 - d. operate secure servers to minimise the risk of unauthorised use of your credit card information.
6. You can access the personal information that you give us in accordance with our obligations under the *Right to Information Act 2009* / *Information Privacy Act 2009*.
7. Council will also take all reasonable steps to correct and update your personal information or remove it if it is no longer needed.

8. You can download the Information Privacy Information Amendment Application on the Queensland Government's [Right to Information](http://www.rti.qld.gov.au/accessing-government-information/personal-information-amendment) <http://www.rti.qld.gov.au/accessing-government-information/personal-information-amendment>.
9. You can download Council's Privacy Policy at <https://www.brisbane.qld.gov.au/about-council/privacy-and-legal>
10. If you think Council has breached your privacy, you may lodge a complaint with Council's Information and Privacy Officer. Council will take your complaint seriously, investigate thoroughly and provide you with a response. If you are not satisfied with Council's response, you may make a complaint to the Queensland Privacy Commissioner.