

# Terms and Conditions of Data Use

## User Agreement for Digital Data

This is a legal agreement between you ("User") and ATV Manitoba (ATVMB) AND MEMBER CLUBS, BY ACCESSING, DOWNLOADING, PRINTING OR USING THE DATA, INFORMATION AND MATERIALS BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO, THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISPOSE OF ANY SUCH DATA, INFORMATION, MATERIALS AND ANY DERIVED PRODUCTS. These terms and conditions may change from time to time and it is your responsibility to check for such updates.

WHEREAS ATVMB and member clubs are the owners of the proprietary rights in the digital data, information and materials ("Data") and which Data is being delivered with, or is accessible electronically pursuant to, this Agreement;

AND WHEREAS the User wishes to access and use the Data;

NOW THEREFORE the User, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees as follows:

1.00 Reserved Rights and Grant of Limited Licence.

1.01 All Data is proprietary and solely owned by ATVMB and contributing ATV clubs, 2019. All rights reserved. The User acknowledges that the Data is protected under the Copyright Act (Canada).

1.02 The Data is provided free of charge and royalty-free to the User for non-commercial use, subject to the terms and conditions of this Agreement. The User owns the disk(s) or drive(s) on which the Data is recorded, but ATVMB retains all ownership interests in the Data.

1.03 Subject to clauses 1.04, the User is hereby granted a limited licence to:

- a. select, print or arrange all of, or portions or features from these Data;
- b. distribute Data, free of charge, in its original source form;
- c. create new representations of these Data; and process, analyze or otherwise use these Data in the development of new, derived works or value added products for personal non-commercial use only.

1.04 The User may not copy in whole or in part and then sell, lease or sublicense the Data contained in new, derived works or value added products for any commercial gain. Reproducing or redistributing the Data for sale, lease or sublicense in its original source or value added form, in whole or in part is also strictly prohibited.

## **2.00 No Advice or Warranties**

2.01 THE DATA IS PROVIDED ON AN "AS IS" BASIS AND ATVMB AND MEMBER CLUBS MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING THE DATA, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

2.02 The boundaries, colours, denominations and other interpreted information contained in the Data, and their positional accuracy, do not imply on the part of ATVMB and member clubs any judgement on the legal status of any territory or the endorsement or acceptance of such boundaries.

2.03 ATVMB may authorize other parties to use the Data in the same kind of products or in different products and Data may be deleted, changed or updated from time to time. Manitoba reserves the right to restrict access to the Data and may charge fees for access to the Data in the future.

## **3.0 No Liability / Indemnification**

3.01 ATVMB AND MEMBER CLUBS SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES WHICH MAY RESULT FROM THE USER'S USE OR POSSESSION OF THE DATA. ATVMB AND MEMBER CLUBS SHALL NOT BE LIABLE IN ANY WAY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DATA.

3.02 The User shall indemnify and save harmless ATVMB and its member clubs, officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expense, damages or injuries (including injuries resulting in death) arising out of the User's use or possession of the Data.

## **4.00 Choice of Law**

4.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Manitoba, Canada.