

Third-Party Requestors Green Button Terms & Conditions

Participation in the Green Button (GB) program is contingent on and subject to the Requestor's acceptance of the following "Terms of Use":

1. The Corporation of the City of Kitchener ("The City") reserves the right to change, implement, modify, or remove constraints and boundaries stipulated within these Terms of Use at its discretion and without prior notice. Revisions to these Terms of Utilization shall be disseminated on the E-Billing portal.
2. Through the GB program, The City provides its customers with the ability to consent to the transfer of their energy usage data ("Data") to third-party Requestors ("Requestors"). The Requestor shall not be eligible to receive Data without the customer's prior written consent to such transfer.
3. The City makes no representations about the data for any purpose, including but not limited to the accuracy, quality, or validity of the data. All data is provided "as is" without warranty of any kind. The City hereby disclaims all warranties and conditions regarding this information, including all warranties and conditions of merchantability, whether express, implied, or statutory, fitness for a particular purpose, title, and non-infringement. In no event shall the City be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or quality of the data.
4. The Data may include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The City may make improvements and/or changes to the Data and/or the GB program at any time for which no notice will be given.
5. As a condition of the Requestor's usage of the Data, the Requestor shall not use the Data for any unlawful or prohibited purpose. The Requestor may not use the Data or the GB program in any manner that could damage, disable, overburden, or impair any of the City's servers, or networks connected to any of the City's servers. Requestor shall not attempt to gain unauthorized access to any Data, other accounts, computer systems, or networks connected to any of the City's servers or to any of the Data, through hacking, password mining, or any other means.
6. The City will make reasonable efforts to provide limited technical support to the Requestor during business hours as necessary to access the Data. However, The City does not guarantee any level of service to the Requestor, verbally or in writing, and will not be responsible for any losses or expenses associated with an interruption, lack of responsiveness, or performance lag in the GB program services.
7. The City reserves the right to terminate the Requestor's access to any or all of the Data at any time, without notice, for any reason. Any violation of any of these Terms of Use shall be grounds for immediate and permanent suspension of Requestor from the GB program. The City has no obligation to monitor the Requestor's use of the Data or its participation in the GB program.
8. The Requestor hereby covenants and agrees to indemnify, defense, and absolve The City (inclusive of its officers, directors, employees, and agents, as well as its subsidiary divisions and entities, and their respective officers, directors, employees, and agents) against any and all allegations, requisitions, punitive measures, legal actions, detriments, expenditures, commitments, responsibilities, losses, recoveries, deficits, comprising investigative expenses, reasonable legal counsel fees, and any ancillary accusations, commitments, outlays, and expenditures, irrespective of their categorization or origination, that the City may incur or sustain as a result of or stemming from: (a) the Requestor's noncompliance with all pertinent federal, provincial, and municipal laws and ordinances governing the Data or its usage; (b) any contravention by the Requestor of these Terms of Use; (c) the unauthorized dissemination of the Data to any third party; or (d) any actions or oversights committed by the Requestor in connection with the Requestor's utilization of the Data or participation in the GB program.
9. Requestors are prohibited from utilizing the City's logos and branding.
10. Requestors are strictly forbidden from unauthorized data extraction from the City's portal and servers.