

City of Kitchener's Green Button Program Terms & Conditions

Green Button program Terms of Use:

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

1. The City of Kitchener ("the City") reserves the right to change, implement, modify, or remove restrictions and limits to these Terms of Use at any time at its discretion and without prior notice. Updates to these Terms of Use will be posted on the City of Kitchener's website.
2. Through this 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") approved by the customer. Requestors shall not be eligible to receive Data without this approval.
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 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 whatsoever. Any violation of any of these Terms and Conditions 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 City is not liable for any unauthorized or unintended release of data by the Requestor as it is not the City's role to monitor the Requestor's behavior. The Requestors are registered with the City for technical purposes only and the City does not vet their privacy policies and is not liable for any data management practices. It is the City's position that Requestors are primarily responsible for managing data in accordance with their own privacy policies and complying with relevant legal and regulatory requirements. This means that when individuals or organizations choose to share their data with a Requestor, they should expect that the Requestor will handle the data in a manner consistent with their own policies and legal obligations. The City emphasizes the importance of customers (or data owners) making informed decisions about sharing their data with Requestors. The City suggests that individuals or organizations should carefully consider the privacy policies and practices of the Requestors they choose to share their data with and understand the implications of doing so. Customers should exercise their discretion and evaluate the trustworthiness and data-handling practices of Requestor service providers.