

Cities with Nature - Website User Agreement

(Version 1, 2019)

Please read this User Agreement before accessing or using the Cities with Nature Network website.

1. General

The following User Agreement sets forth the terms and conditions of a license for you to use the Cities with Nature website. By requesting access to view the data on the website/registering on the website, you have expressed your interest, thereby providing your consent and agreement to comply with all the terms and conditions of this User Agreement.

2. Definitions

In these terms and conditions:

- “Cities with Nature” refers to the Cities with Nature initiative which promotes the recognition and enhancement of the value of nature in cities all around the world.
- “Cities with Nature website” refers to the website of the Cities with Nature initiative. On this website, cities can register, journey down the various pathways on the registry, and upload videos, photos and documents promoting nature based solutions projects and initiatives in their cities.
- “Registered user” refers to any user of the Cities with Nature website who has filled in a registration form for any component of the CitiesWithNature website or created an account on the Cities with Nature Network website. It will be assumed that in all cases, the term “cities” will include those city officials who will be accessing the CitiesWithNature website, content, and data, on behalf of their cities. Additionally, it will be assumed that any individual data user interacting with the website on behalf of their organisation/institution will be acting with due authority to do so by their respective organisation/institution.
- “Data/Content” refers to all information contained on/within, uploaded to, or developed for the CitiesWithNature initiative and website, generated by data users, the CitiesWithNature team, web development, service providers etc. or by third parties.
- “Data Users” refers to any third party using, free of charge, the information contained on the Cities with Nature website that is available to the public, and hence is subject to these terms and conditions. s.

3. Use of Data

ICLEI uses the collected data exclusively for information related to the Cities with Nature initiative, to provide services to registered users and to promote the Cities with Nature initiative. ICLEI does not use the data for commercial purposes.

By uploading their data (message, photos, videos and documents) on the Cities with Nature website, the registered users agree that this data will be made public on the Cities with Nature website and will therefore be accessible by all other Data Users.

4. Restriction on the use of the website

All data/content, in any form, uploaded by the registered users on the Cities with Nature shall not:

- Be illegally obtained;
- Promote any form of violence, hatred, racism, xenophobia or sexual discrimination;
- Involve adult content;
- Violate a third party intellectual property rights;
- Display private information of third parties without their consent;
- Contain threats or abusive languages.

All data and content which shall contravene this user agreement will be deleted by ICLEI.

Should it be deemed necessary, in cases of perceived misconduct, ICLEI has the right to limit, restrict or suppress access to the Cities with Nature website for any user at any time.

5. User Identification and Passwords (where applicable)

The registered users agree to assume sole responsibility for maintaining the security of their account on the Cities with Nature website, and therefore to take appropriate measures to protect its User Identification and passwords.

6. Acknowledgment of Source and Disclaimers

The data user shall reference Cities With Nature as the authentic source of any of the data and content contained on the Cities with Nature website, except when the data is hosted on another website. Any identification of Cities With Nature as the source of data shall include the following disclaimer: *"ICLEI and its Partners bears no responsibility for the integrity or accuracy of data provided, in particular due, but not limited, to any deletion, manipulation, or reformatting of data that may have occurred beyond its control."*

7. Use of Trademarks

The users of the website do not have the right to use the ICLEI logo, the Cities with Nature logo, or any related logos.

All trademarks, names, logos and service marks (collectively "trademarks") displayed on the website / database are registered and unregistered trademarks of ICLEI and its partners. Nothing contained on this website and/or database should be understood as granting any license or right to use any trademark without the prior written permission of ICLEI or its respective partners, as relevant.

8. Intellectual Property

All data/content (information, description, photos, articles and abstracts etc.) which can be found on the Cities with Nature website are the property of ICLEI and its partners or are copyrighted materials belonging to the registered users. This data/content should not be used without being correctly credited/ referenced as stated above.

9. Sub-license

All forms of sub-licensing, reselling, republication or other forms of redistribution of any of the data/content or software used on the Cities with Nature website- including Internet posting, electronic mailing, faxing, archiving of public data, or redistribution via a computer network or in printed form - to any third party, are strictly prohibited.

10. Modifications

ICLEI and its partners reserves the right to modify this User Agreement at any time. Any revised User Agreement will be posted on the Cities with Nature website. Modifications shall take effect immediately following the posting of the new User Agreement.

11. Warranties

ICLEI makes no warranties, representations, statements or guarantees (whether expressed, implied in law or residual) regarding any data provided by registered users. Errors or omissions are the responsibility of the registered users.

External links may be provided for your convenience but are beyond the control of the website owner/s and no representation is made as to their content or functionality, and are therefore for use at each data user's own risk.

12. Disclaimer of liability

ICLEI and its Partners cannot be held liable for any consequences as a result of inaccurate data and information provided by the registered users or any data users.

The website owner shall not be responsible for, and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributed, directly or indirectly, to your access and use of the website, any information contained therein, or any data user's (or their respective organisation's) personal information or data/content, material and information transmitted over our system.

13. Settlement of Disputes

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, that cannot be resolved by negotiation shall be addressed at the district court of the city of Bonn.