HalifACT Climate Action Hub – Terms and Conditions of Use

Acceptance of the Website's "Terms and Conditions"

Your use of the website that hyperlinks to these Terms and Conditions (the "**Website**") constitutes a legal agreement between you and the Halifax Regional Municipality (the "**Municipality"**) that obligates you to access and use the Website in compliance with these Terms and Conditions.

BY USING THE WEBSITE YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS OF USE AND THE HALIFAX REGIONAL MUNICIPALITY PRIVACY POLICY, FOUND AT https://www.halifax.ca/city-hall/accountability-transparency/access-information-andor-records/privacy-policy **AND IS INCORPORATED HEREIN BY REFERENCE.**

Modifications to the Terms and Conditions and to the Website

The Municipality reserves the right in its sole discretion to revise and update these Terms and Conditions from time to time. All such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions to be aware of any such modifications and your continued use shall be your acceptance.

The information and material on the Website may be changed, withdrawn, or terminated at any time in the Municipality's sole discretion without notice. The Municipality will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website and Account Set-Up

The Website, including specified content or areas of the Website, may require user registration. It is a condition of your use of the Website that information you provide when using the Website is correct, current, and complete.

Your provision of registration information and any submissions you make to the Website through its interactive functions constitutes your consent to all actions the Municipality takes with respect to such information that are consistent with these Terms and Conditions and, as applicable, the Privacy Policy found at https://www.halifax.ca/city-hall/accountability-transparency/access-information-andor-records/privacy-policy.

Grant of Access and Use

The Municipality grants you the right to use this Website for personal use only. Commercial use is prohibited.

As between you and the Municipality, the Municipality has sole and exclusive intellectual property rights in and to the Website and its data. You shall not reproduce, publish, manipulate, or create works derived from the Website or its data without first receiving the written permissions of the Municipality.

No Reliance

The content on the Website is provided for general information purposes only. It is not intended to amount to advice (legal or otherwise) which you should rely on.

Although the Municipality makes reasonable efforts to update the information on the Website, it makes no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date. Your use of the Website is at your own risk and the Municipality, its Mayor, Councilors, officials, representatives, agents, consultants, and employees, assume no responsibility or liability for your use of the Website.

Privacy Statement

Halifax Regional Municipality will take reasonable efforts to protect the privacy of personal information collected when you use the Website in accordance with the Municipality's Privacy Policy at https://www.halifax.ca/city-hall/accountability-transparency/access-information-andor-records/privacy-policy and the Freedom of Information & Protection of Privacy provisions of Part XX of the *Municipal Government Act*.

Personal information is recorded information about an identifiable individual and includes such things as your name, email address, phone numbers, mailing address and your personal views and opinions. Personal information does not include information that is de-identified for the purposes of use in the particular or aggregate. Personal information may be collected when you use the Website; for example, if you submit forms, surveys, or comments that include your personal information.

In accordance with Section 485 of the *Municipal Government Act*, any personal information collected when you use the Website will only be used by municipal staff and, if necessary, individuals and/or organizations under service contract with the Municipality for (or in furtherance of) the purpose it was collected or a directly related purpose. Unless authorized by law, personal information will only be disclosed for (or in furtherance of) the purpose it was collected or a directly related purpose.

By submitting your personal information and using the Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such personal information for (or in furtherance of) the purpose it was collected or a directly related purpose.

While navigating municipally hosted websites, device related information such as device make and model, browser version, geographical location, as well as Internet Protocol (IP) information is collected to facilitate the operation, security, and statistical analysis of our online services. Third party service providers may also collect this type of information. From time-to-time we may also use cookies and sessions to help enhance the user experience.

These Terms and Conditions, inclusive of this privacy statement, apply only to information collected by this Website or its internal links. For your convenience only, the Website may also provide links or pointers to *external or third-party sites*. On leaving this Website, you are subject to the terms and conditions imposed by the new external site, inclusive of any privacy or security policies and procedures (or lack thereof). Please read the terms and conditions, along with the written policies and procedures, of these third-party websites whenever you are interacting with them.

The inclusion of any link to an external site does not imply endorsement by the Municipality. The Municipality makes no representations about any third-party websites that may be accessed from the Website. The Municipality, its Mayor, Councilors, officials, representatives, agents, consultants, and employees assume no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party activities or materials shown on these sites. If you choose to access any such third-party sites, you do so at your own risk. The Municipality has no control over the contents of any such third-party sites and accepts no responsibility for such sites or for any loss or damage that may arise from your use of them.

If you have any questions about the collection and use of your personal information, please call 311 or email contactus@311.halifax.ca.

DISCLAIMER

While reasonable efforts have been made to ensure the accuracy and veracity of the information on this Website, the Municipality does not accept nor assume any responsibility for damages or expenses incurred as a result of your use of the Website, or your reliance thereon.

Each user must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. Reasonable efforts have been made to ensure the information posted on the website by the Municipality is correct and current; however, the Municipality does not warrant and makes no representation about the accuracy or completeness of such information. Where accuracy is required, it is recommended that you consult official sources. In the event of a difference between the version presented on the Website and the official source, the official source shall be deemed to be correct.

The material on the Website is provided for personal use and as general information only and is not intended to provide specific advice (legal or otherwise) for any individual, nor should it be relied upon as such.

The Website may link you to websites outside of its control, including to its social media accounts. These links are there solely for your convenience and information and do not constitute an endorsement of those websites, their contents, or the services provided on those sites. The Municipality is not responsible for the accuracy, currency, or reliability of their content, and makes no representations whatsoever about any external website that you may access through this one.

The Municipality reserves the right to discontinue, change, or modify the Website at any time without notice.

You understand and agree that your use of the Website and its content is at your own risk and without resource or remedy of any kind or nature whatsoever against the Municipality. The Website and its content are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties or conditions of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

The Municipality, its Mayor, Councilors, officials, representatives, agents, consultants, and employees (i) make no warranty, representation, or endorsement with respect to the completeness, security, integrity, reliability, suitability, accuracy, currency, or availability of the Website or its contents; and (ii) disclaim any legal obligations related to, and will not be liable for, any damages or losses based on representation, warranty, use, or reliance. Without limiting the foregoing, the Municipality, its Mayor, Councilors, officials, representatives, agents, consultants, and employees do not represent or warrant that the Website or its content will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components.

The Municipality cannot and does not guarantee or warrant that files or data available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet, and data security. To the fullest extent provided by law, the Municipality will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing, or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any internal or external website linked to it.

LIMITATION ON LIABILITY

Except where such exclusions are prohibited by law, under no circumstance will the Municipality, nor its Mayor, Councilors, officials, representatives, agents, consultants, or employees be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort, breach of contract, breach of privacy, or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, or reliance on, the Website, any linked websites or such other third-party websites, nor any website content, materials, posting, or information thereon.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Municipality, its Mayor, Councilors, officials, representatives, agents, consultants, and employees from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

Governing Law and Choice of Forum

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in and attorn to the courts of the Province of Nova Scotia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms and Conditions and the Privacy Policy constitute the sole and entire agreement between you and the Halifax Regional Municipality regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.