

# User Agreement – Terms and Conditions of Use

## Toronto Water Outage Map

Outlined below is important information regarding the terms and conditions of accessing and using online services offered through the domain <https://www.toronto.ca> and the Toronto Water webpages/subdomains and the Toronto Water Outage Map (collectively, the “Site”).

### PLEASE READ THE FOLLOWING CAREFULLY

This User Agreement describes the terms and conditions applicable to your use of our services available under the Site. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use this Site.

We strongly recommend that, as you read this User Agreement, you also access and read the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a User.

The City of Toronto ("City") may amend this User Agreement at any time by posting the amended terms on this Site. This Site is owned and operated by the City. The City reserves the right, at any time, to modify, alter, or update these Terms and Conditions of Use, and you agree to be bound by such modifications, alterations or updates and you are encouraged to check the site periodically for any updates.

BY USING THIS SITE, YOU SIGNIFY ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF USE, PLEASE DO NOT USE THIS SITE.

## General Terms and Conditions of Use

### 1. Interpretation

For the purposes of this User Agreement and the Site,

"Business Hours" means during the times of 8:30 a.m. to 4:30 p.m. on a day the City is generally open to the public for business, which excludes Saturdays, Sundays, statutory holidays or any other day on which the City of Toronto is closed to the general public for business.

"Information" means all content on this Site, including, without limitation, text, data, information, images, illustrations, and communications.

"User" means the person(s) using this Site.

All other terms within the Site shall have the same meanings as under [Chapter 851 \(Water Supply\) of the City of Toronto Municipal Code](#).

These terms and conditions of use constitute the entire agreement between you and the City related to this

Site.

## 2. Limited Grant of Access

Access to and any use of the Information, in whole or part, indicates your acceptance of all of the terms and conditions below. Access to this Site is permitted solely for general informational purposes and for no other purpose.

## 3. City's Proprietary Rights

(a) All of the Information is protected by intellectual property rights owned and controlled either by the City, or by third parties who have licensed their material to the City. The Information may not be copied, downloaded, reproduced, republished, uploaded, posted, transmitted, distributed, altered or modified in any way without the prior written consent of the City or except as specifically permitted on this Site.

(b) The trade marks, official marks and service marks that you see on this Site are registered and unregistered marks of the City, or third parties who have licensed the use of such marks to the City. Nothing in this Site grants any licence or right to use any marks displayed on this Site without the written permission of the owner of the mark. Your misuse of the marks displayed on this Site or any other content on this Site is strictly prohibited.

(c) By using this Site, you agree that you will not interfere with, damage, corrupt, alter or disrupt the Site, application or computer networks connected thereto or data thereon.

## 4. Disclaimer/Limited Liability/Indemnity

For the purposes of this section, the "City" includes its mayor, councilors, officers, directors, employees, agents and contractors; and the term "Site" includes any web site with which the domain <https://www.toronto.ca> and/or the Toronto Water Outage Map webpages/subdomains may be linked.

By accessing and using this Site, you agree that this Site and its contents are provided on an "as is" and "as available" basis and without warranties of any kind either express or implied.

While the City makes reasonable efforts to provide accurate information concerning water service outages in the City on this Site, the Information contained in this Site:

- may be based on limited information available at the time of posting to the Site;
- will only be posted or updated during Business Hours;
- may not reflect circumstances at the time the User accesses the Site;
- may not reflect all customers affected by the outage;
- may not include all reasons for the outage;
- is not intended to be an exhaustive record of information of affected City infrastructure;
- may be manually transcribed and include transcription errors;
- may reflect approximations of the circumstances rather than actual circumstances; and
- is only intended for general informational purposes and not intended to be relied upon for any particular purpose.

Additionally, the location, extent and existence of a water service outage can change significantly throughout the day or period of outage and the assessment of the location, extent and existence of the outage may take some time. As a result, the posting or an update of the Information may lag behind such events.

The User acknowledges and accepts the foregoing limitations on the accuracy of the Information by using this Site, in whole or part.

To the fullest extent permissible pursuant to applicable law, the City disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to this Site. The City does not warrant the functions, Information or links contained on this Site or that its contents will meet your requirements, that this Site or its contents are fit for any particular purpose or that the operations of the City network or its contents will be uninterrupted or error-free, or that this Site or the server that makes them available are free of viruses, worms or other harmful components.

The User agrees, by using this Site, that the City shall not be liable for any loss or damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, or punitive damages) arising out of the use, application of, any decision made or action taken in reliance upon or inability to use this Site or any content or Information contained in this Site, caused in whole or part by the City's negligence or otherwise.

If you are dissatisfied with the Site or any of the Information on the Site, or with any of the terms and conditions of use, your sole and exclusive remedy is to discontinue using this Site.

You agree to indemnify and hold the City harmless from any claim, demand or liability, including reasonable lawyers' fees, made by any third party due to or arising out of your breach of this User Agreement, or your violation of any law or the rights of a third party.

## 5. Compliance with Laws

You agree that your use of the Site shall not violate any applicable law.

## 6. Governing Law

This User Agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario without giving effect to any principles of conflicts of law. You agree to bring any claims or proceedings against the City exclusively in the courts in the City of Toronto, Ontario, save and except the Supreme Court of Canada. If any provision of these terms of use proves unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this User Agreement and will not affect the validity and enforceability of any remaining provisions.

## 7. No Agency

You and the City are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this User Agreement.

## 8. Privacy/Collection of Information

The City's record and use of Users' activity on this Site shall be in accordance with the City's [Privacy Statement](#). If you object to your activity being recorded and used in this way please do not use our Site.

The City's use of information collected in relation to this Site is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA").

## 9. Termination

The City may terminate your right to use this Site immediately, without notice to you if, in the sole discretion of the City, you fail to comply with any of these terms and conditions of use or engage in any misleading, dishonest or fraudulent activity. In the event of termination, the disclaimers and limitations of liabilities set forth in these terms and conditions of use, shall survive the termination of this User Agreement. These terms and conditions of use constitute the entire agreement between you and the City related to this Site.

## 10. Changes to These Terms and Conditions of Use

The City reserves the right to change the above terms and conditions of use without notice. Any changes will be posted on this Site.

If the User has any questions regarding the use of this Site, the User may call 311. If the User is outside the limits of the City, the User may call 416-392-CITY (2489).

I have read and agree to the terms and conditions above and to the City's terms of use and Privacy Statement.