

APPENDIX C

WCCD Registration Agreement/Renewal

5.2 Individuals within the City that have been granted password access by the WCCD to the WCCD City Members Portal (“Users”) acknowledge that Data from the WCCD Website and the Portal may not be shared or disclosed to any person or party outside of the City and acknowledges that this Data is for internal use only to the City. The User also acknowledges that the Terms of Use for the WCCD City Data in the WCCD City Members Portal, specifically prohibits commercial use of all material and Datasets made available on the WCCD City Members Portal and Website, and as reiterated below:

- Users may only access the WCCD Website and Portal on behalf of its municipal government (“your City”).
- Users will not share your username or password with anyone, whether inside or outside of your City.
- Users are only authorized to use the WCCD Website, Portal, and Data for non-commercial purposes that are internal to the City. Any commercial use of the Website, Portal, or Data, in whole or in part, directly or indirectly, is forbidden, unless specifically authorized in writing by WCCD.
- Users may not share or disclose Data (including any downloaded graphs), including the Data of other cities in any form, to any person outside of the City including to consultants contracted by the City, for any reason, unless specifically authorized in writing by WCCD.
- Users will not allow any third party to remove or otherwise alter any proprietary marks, notices, or disclaimers on Data accessed through the Website or Portal. For example, if a screenshot of the Website, Portal, or any Data is taken, such a screenshot must include the WCCD’s branding and must specify that the information is for internal use only, and must not be shared outside of the City unless authorized in writing by WCCD.
- Users will not engage in or permit any “screen scraping”, “Database scraping” or any other activity intended to collect, store, reorganize, or manipulate Data or the pages produced by, or displayed on, the Website and Portal.
- All year over year visualizations are based on the year of the workbook, not the source year of the Data, unless otherwise stated. Any analysis shall consider the source year of Data recorded in the workbook. The WCCD reserves the right to audit indicators periodically. Downloads of visualizations or Data reflect the Database at a single point in time. The workbooks and visualization portal shall be referenced for the most current Data.
- The WCCD reserves the right, in its sole discretion, to terminate, limit, or suspend the access of Users to the Website and Portal without notice or liability, for any reason whatsoever, including in connection with actual or attempted breach of any of the terms above.