

DATA USER AGREEMENT

This Agreement establishes the terms and conditions of using Geographic Information System (GIS) data ("Data") made available to User[s] by Scenic Hudson, Inc. and/or The Scenic Hudson Land Trust, Inc. (collectively "Scenic Hudson") from Scenic Hudson's Sea Level Rise Mapper. By act of downloading and/or using the Data, User[s] specifically agrees to the following:

Warranty/Disclaimer

1. The Data are provided "as is" and "as available. Scenic Hudson does not warrant or guarantee the accuracy, completeness or reliability of the Data and shall not be held liable for use of the data described and/or contained herein for any purpose or for improper or incorrect use.
2. The metadata file for each data set should be reviewed to understand the sources and limitations of the Data. The sources and limitations of the Data (including any limitations on the accuracy thereof) should be taken into account before using them in any analysis or for any purpose.
3. By acceptance of the terms of this Agreement, the entire risk associated with use, results and performance of the Data is assumed by the User.
4. The Data are subject to change without notice. Users should be aware that temporal changes may have occurred. The Data cannot be relied on as a definitive statement of actual conditions and should not be substituted for on-site surveys or analysis by qualified professionals.
5. The Data does not replace regulatory review by appropriate authorities.
6. Although the Data have been processed successfully on a computer system at Scenic Hudson, no warranty is made regarding the utility of the Data in another system or for general or informational purposes, nor shall the act of distribution by Scenic Hudson constitute any such warranty. This disclaimer applies both to individual use of the Data and aggregate use with other data.

Permitted Uses

7. The Data provided is to be accessed only by staff of the User or its authorized agents, and for internal use only.
8. The Data are provided for general informational purposes and for planning reference and management decisions, and not for navigation, permitting or other legal purposes.
9. Access and use of the Data for other purposes, including by the User, may be made only with prior written agreement with Scenic Hudson.
10. The Data being provided is for informational and educational purposes only and should not be used for the production of maps or other materials for commercial purposes or to sell with the intent for profit without the consent of Scenic Hudson.
11. The Data provided shall not be modified except as necessary to make it compatible with the User's geographic information system.

12. The Data shall be used only for lawful purposes.

Sharing and Distribution

13. Nothing herein shall be construed as conferring any intellectual property or other proprietary rights to User in the Data.

14. The Data must reside on the data system of the User and should not be copied, distributed, or made accessible in digital form to other parties. Requests by other parties for the Data will be referred directly to Scenic Hudson.

15. Any sale, distribution, loan or offering for use of the Data, in whole or in part, either electronically or in print, is prohibited.

16. Scenic Hudson provides this Data for fair-use purposes only. Scenic Hudson shall be acknowledged as a contributor to any reports, new maps or other products derived from the Data. User will notify Scenic Hudson of any value-added or new maps or map products generated from the Data provided by Scenic Hudson.

17. The use of the Data to produce other GIS products and services with the intent to sell for a profit is prohibited without the written consent of Scenic Hudson.

18. All parties receiving the Data must be informed of the terms of this Agreement and the conditions and restrictions contained herein.

Data Updates

19. Scenic Hudson reserves the right to periodically update or change the Data without notice. The Data therefore may become outdated as new data are created or added by Scenic Hudson. Scenic Hudson is not liable to the User(s) or any other party on account of any such update or change.