

# TERMS OF USE

## OVERVIEW

These Terms of Use govern your access to and use of this Website. This Open Data service is an initiative of the Royal Commission for Riyadh City (RCRC). It is an activity managed by the Open Data Team (ODT) of the Data Management Office (DMO) of the RCRC. It is using a product own by the company Opendatasoft acting as a SaaS (Software as a Solution) provider which brings the technical framework hosting this activity. The RCRC is the content provider, owner of the design regarding the look and feel, the branding, the custom views and any content, unless it is owned by any third party specified in the Information Section of each dataset. The RCRC guarantees that any Third Party-owned information is conveyed on this platform with the authorization of the said Third-Party.

The following additional terms, which are incorporated by reference into these Terms of Use, also apply to your use of our Website:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us; and
- Our Cookie Policy, which sets out information about the cookies on our website.

By accessing or using our Website, you acknowledge and agree to be bound by these Terms of Use, including our Privacy Policy and Cookie Policy, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use.

If you do not agree to all the provisions of these Terms of Use, you must not access or use our Website.

## DEFINITIONS

In these Terms of Use the following definitions will have the following meanings:

**Website:** This website and all its pages and Content.

**Royal Commission for Riyadh City (RCRC):** The Royal Commission for Riyadh City (RCRC) and any reference to “ourselves”, “we”, “our” and “us” shall hold the same meaning.

**Data Management Office (DMO):** The department inside the RCRC, in the meaning of the National Data Policy as developed by the National Data Management Office throughout the Kingdom, which has the monitor and make applying the National Data Policy in all government organizations and more. This local Department has is operating the Open data Service.

**Open Data Team (ODT):** It is the operations unit running the Open data service under the governance of the DMO.

**Royal Commission for Riyadh City (RCRC):** The RCRC and any reference to “ourselves”, “we”, “our” and “us” shall hold the same meaning.

**User:** the person choosing to access the Website. Any reference to “you” and “your” shall include the same meaning.

**Terms of Use:** These terms and conditions, together with the documents referred to in them and any other policies or regulations on this Website (as updated from time to time).

**Intellectual Property Rights:** means (i) copyright, rights related to or affording protection similar to copyright, patents and rights in inventions, database rights and rights in trademarks, service marks, logos, get-up, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other proprietary rights confidential information (each such rights whether registered or unregistered); (ii) any registration of and applications for registration, and the right to apply for registration for any of the rights lists at (i) above that are capable of being registered in any country or jurisdiction; and (iii) all other rights having equivalent or similar effect in any country or jurisdiction.

**Content:** means any and all information, documents and materials on the Website and any text, software, database, format, graphic and written work, briefing, newsletter, press release, news item, guide, article, case report and any other material, document or html reproduction, whether on the Website or downloaded from it.

## **CHANGES TO THESE TERMS OF USE**

We reserve the right to amend, update or alter these Terms of Use at any time. Any such change shall take effect upon posting to this Website. Every time you wish to use our Website, please check this page to take note of any changes we have made. You are responsible at all times for complying with the current version of these Terms of Use. Your continued use of the Website following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

## **YOUR ACCESS TO AND USE OF THE WEBSITE**

1. The Royal Commission for Riyadh City (RCRC) grants Users the permission to visit the Website (including use the Contents) solely for non-commercial uses. By accessing the Website, you agree:

- To comply with all applicable laws and regulatory requirements relating to your use of this Website;
  - To be responsible for all telecommunications charges relating to your use of this Website.
  - The exception to the use of Website restriction in paragraph i) above, news reporters, journalists and correspondents can use the Content in accordance with the following conditions:
    - The purpose is genuinely for reporting Royal Commission for Riyadh City (RCRC) events or promoting it;
    - The use of the Content is fair; and
    - The use of the Content is accompanied by sufficient acknowledgment.
2. RCRC shall have the right to suspend, limit, or deny any User from accessing or using the Website or any portion of it at any time for any reason at its sole discretion (without providing any notices or justifications to such User), including for any use of the Website in violation of these Terms of Use.
3. RCRC reserves the right (in its sole discretion) to suspend, discontinue or restrict the availability of the Website (or part thereof) for any reason or no reason at all. RCRC will try to give you reasonable notice of any such suspension, discontinuation or restriction. You agree that RCRC will not be liable to you or to any third party for any suspension, discontinuation or restriction of the Website or any part thereof.
4. RCRC does not guarantee that the Website (including any Content) will always be available or uninterrupted.
5. RCRC does not guarantee that the Website (including any Content) will always be free from errors or omissions. RCRC reserves the right (in its sole discretion) from time to time to change the Website for any reason or no reason at all. You agree that RCRC will not be liable to you or to any third party for any change to the Website or any part thereof.
6. You acknowledge and agree that RCRC will have no obligation to provide you with any support or maintenance in connection with the Website.
7. You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and that they comply with them.
8. Without prior approval and written permission, you may not create frames around webpages on the Website that alter in any way the visual presentation or appearance of the Website.

9. By accepting these terms of use, you commit yourself and/or your organization to follow the restrictions, if any, regarding the use of a dataset or the other. You will find at this purpose all the necessary information to fully understand those limitations and how to contact the entity at the origin of the dataset for clarifications you may need:

- The License as the usage restrictions of this dataset includes;
- The Publisher, i.e. the name of the person or of the entity publishing this dataset;
- The Reference, as the link to the source of the dataset; it might be as well an email to contact the body owning the datasets and/or just the publisher;
- Attributions, any legal complement that has to be associated to the publisher regarding ownership and restrictions.

### **THIRD PARTY LINKS AND RESOURCES ON OUR WEBSITE**

Our Website may contain links and references to third-party web sites. The linked sites are not under the control of Royal Commission for Riyadh City (RCRC), and RCRC is not responsible for the content of any linked website, or any link contained in a linked site. RCRC provides these links only as a convenience, and RCRC does not review, approve, monitor, endorse, warrant, or make any representations with respect to such links.

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly.

### **NO RELIANCE ON INFORMATION**

The information on our Website is provided for general information purposes only and is not an advertisement. It is not intended to amount to advice (of any nature) on which you should rely. You must obtain professional or specialty advice before taking or refraining from any action on the basis of the content on our Website.

This Website may include statements, opinions and advice of various information providers and the Royal Commission for Riyadh City (RCRC) does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider, any User of this website or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall also be at the User's own risk.

We make reasonable commercial efforts to update the information on our Website. However, we do not provide any representations, warranties or guarantees with respect to the completeness, truthfulness, accuracy, or reliability of any information published on our Website or the availability of the Website. All materials provided on this Website are provided "as is", without warranty of any kind, either express or

implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to the use of this Website.

## **DISCLAIMER**

This Website is run by the Royal Commission for Riyadh City (RCRC), which has exerted utmost efforts to provide updated and accurate information. However, in this respect, the RCRC cannot guarantee the accuracy and reliability of the Website's content. As a result, the RCRC is not responsible for the result of using the information contained in the Website.

The Website has prepared in compliance with current regulations in Saudi Arabia. Under this resolution, RCRC cannot guarantee:

- The accuracy and reliability of information
- Responsiveness to external attack or hacking
- Sustainability or effectiveness
- Propriety of Website Content
- Neither the Website nor the server will contain viruses or other malicious elements.

The Royal Commission for Riyadh City may not be held legally responsible for direct or indirect loss or damage that may result from the use of this Website.

Links to other portals or websites are available for users to ease their access. The Website is not responsible for content or accuracy of such portals or websites. Accessing these links is the responsibility of users. We aim to replace non-active links with active ones, but we cannot ensure that links will always be active.

This Website contains links to other websites and portals that has different privacy policies, and the RCRC is not responsible for such contents and privacy policies. We advise you to always review privacy policies of such websites.

In particular, we shall not be held responsible for any Content that appears on your Website. You agree to protect and defend us against all claims that arises on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

## **GENERAL**

- Nothing on this Website shall be construed, whether directly or indirectly, express or implied as a waiver by Royal Commission for Riyadh City (RCRC) of any provisions within these Terms of Use or any other policy or regulation on this Website.
- Nothing on this Website or else, whether directly or indirectly, express or implied, shall be construed to be a limitation or waiver of any privileges and immunities of Royal Commission for Riyadh City (RCRC) or any of its members.
- Any delay in the exercise or non-exercise of any right shall not be construed as a waiver of that right. We shall have the right to exercise our rights as often as necessary. Our rights are cumulative and not exclusive of rights or remedies provided by law.
- No waiver by Royal Commission for Riyadh City (RCRC) shall be construed valid unless issued by its duly authorized representative.
- If a provision on this Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdictions it shall not affect the legality, validity and enforceability in the said jurisdiction or any other jurisdiction of the remaining provisions.
- Nothing on this Website shall be construed to constitute a partnership between You and Us or constitute that one is an agent of the other for any reasons or purposes.
- That certain information that are related to You may be used for internal purposes including but not limited to statistical or analysis purposes. This information may include (addresses, Internet Protocols, navigation, software used during the accessibility, time spent on the Website).
- You will access its Contents solely for Your own private use; and not to copy, amend, reproduce or distribute the Content without obtaining Our prior written consent. You agree not to benefit commercially from the Website Content.
- To comply with all applicable laws and regulatory requirements relating to Your use of this Website and not to use this website to distribute any information or data in contravention of any regulation or legislation (including, but not limited to, regulation or legislation governing financial services, money laundering or anti-terrorism);
- If required and necessary you need the usage of a third-party software to access this Website, you will obtain a license of such software at your expense (or the expense of your employer as the case may be).
- You acknowledge that we cannot guarantee that the Website will operate in accordance with your expectations or will be free of any error. We shall have the sole right with no restrictions to update the Website from time to time as we deem fit at our sole discretion.

## **GOVERNING LAW**

Any dispute or claim of whatever nature between you and the Royal Commission for Riyadh City (RCRC) arising out of or in connection with this Website or its subject matter shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and requirements of the competent authority. Users

of this Website do so on the basis that they thereby submit to the exclusive jurisdiction of the competent court or authority in the Kingdom of Saudi Arabia for the purpose of any such dispute or claim.