

King County Data Access Portal Terms of Use

Welcome to the King County Developer Data Access Portal. By accessing any data posted by King County ("Data"), you agree to these Terms of Use ("Terms"). These Terms may be updated or modified by King County at any time at its sole discretion. If you do not agree to these Terms, do not access the Data or download any material from it.

1. King County grants you a limited, revocable license to use, reproduce, and redistribute the Data in accordance with these Terms.
2. The Data is collected from various sources and will change over time and without notice.
3. The Data is provided to you on an "AS IS" and "AS AVAILABLE" and "WITH ALL FAULTS" basis without any warranty of any kind, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement, nor shall the distribution of this information constitute any warranty.
4. The Data is not intended to constitute advice nor is it to be used as a substitute for specific advice from a professional. You should not act (or refrain from acting) based upon information in the Data without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances.
5. You use the Data at your own risk, and you assume the risk that the Data may provide incorrect information to you, as well as the risk that any material downloaded by you may cause loss of data or damage to your computer system.
6. King County and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information available from the Data nor do they represent that the use of any information will not infringe privately owned rights.
7. Should you use the Data for any purposes, you agree to provide the following legend, prominently displayed: "Data provided by permission of King County" unless otherwise agreed in advance by King County in writing. Other than

displaying this legend, you are not authorized to make any use of any proprietary service marks of King County, including the King County logo, or any confusingly similar variant thereof.

8. King County reasonably believes that making this Data available for your inspection is not an infringement or other violation of any intellectual property rights. To the extent copyright in said information is held by King County, you are hereby permitted by King County to copy, distribute, store (electronically or otherwise), create derivative works based on and perform and display (publicly or otherwise) such Data, and make such Data available to end users. However, the information made available from the Data may contain material for which others may assert a copyright or other property interest, and King County and its officials and employees make no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information. Furthermore, King County expressly disclaims any responsibility to defend or indemnify you against claims which others may assert based on your copying, distribution, or other use of any of the information.
9. King County reserves the right at any time to modify or discontinue access to the Data (or any part thereof), temporarily or permanently, with or without notice to you. You agree that King County will not be liable to you for any modification, suspension, or discontinuation of access to the Data.
10. YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL KING COUNTY BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, EVEN IF BOTH PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO YOUR USE OF THE DATA. THE PARTIES INTEND THAT THIS LIMITATION SHOULD APPLY EVEN IF IT CAUSES ANY WARRANTY TO FAIL OF ITS ESSENTIAL PURPOSE.
11. The invalidity of any term or provision of these Terms will not affect the validity of any other provision. Waiver by King County of strict performances of any

provision of these Terms will not be a waiver of or prejudice King County's right to require strict performance of the same provision in the future or of any other provision of these Terms.

12. You agree to indemnify, defend and hold harmless King County and its officers, directors, and employees from and against all fines, suits, proceedings, claims, causes of action, demands, or liabilities of any kind or of any nature arising out of or in connection with your use of the Data.
13. The exclusive jurisdiction and venue for any dispute, action, or suit of any nature involving the Data and its content, including, but not limited to, actions for injury to a person or property or infringement of intellectual property rights, shall reside in either the Federal District Court, Western District of Washington or the Superior Court of Washington situated in King County, Washington. Washington and federal law, as applicable, shall apply to all such matters.
14. These Terms constitute the entire agreement between the parties as to their subject matter, and there exist no other additional or conflicting terms, conditions or obligations between the parties relating to the use of the Data.

By clicking here, or by accessing this Data, I agree to the King County Data Access Portal Terms of Use and want to access the data.