



## Terms of Use

Data Midsouth Website

The **Data Midsouth Website** is a civic data resource maintained by **Innovate Memphis** and its community partners. This **Data Use Agreement** outlines the terms and conditions you must agree to before accessing or using data made available on the Data Midsouth Website. By using the data from this site, you agree to be legally bound by these terms and conditions.

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### Effective Date

The effective date of this Agreement is the date of your click-through acceptance. These terms continue to apply with each subsequent access to data on the Data Midsouth Website.

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### Definitions

“**Data**” means any dataset, table, visualization, file, document, or downloadable content made available on the Data Midsouth Website, unless otherwise excluded below.

“**Non-Public Information**” refers to any data that:

- Is protected from disclosure under federal, state, or local laws;
- Is subject to confidentiality, fiduciary, or non-disclosure obligations;
- Contains personally identifiable information (PII) or private, privileged, or proprietary content.

“**User**” refers to any person or organization accessing or using data on the Data Midsouth Website.

“**Third Party Links**” refer to external websites or platforms linked from the Data Midsouth Website, including data sources hosted by other organizations.

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### Grant of Access and Use of Data Midsouth Website Data

Subject to compliance with the User Terms and Conditions outlined below, **Data Midsouth** grants the User permission to access and use data made available on the website. This permission is limited to the terms, restrictions, and attribution requirements set by the original data provider.



This grant does **not** extend to Non-Public Information, even if such information is unintentionally posted. If discovered, such data must not be used and should be reported immediately.

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## User Terms and Conditions

As a User of the Data Midsouth Website, you agree to the following:

**Responsible Use:** You are responsible for any use, interpretation, or derivative work based on the data you access.

**Respect Data Licenses:** You agree to abide by any terms, licenses, or use restrictions associated with individual datasets or their sources, including those specified by third parties.

**Avoid Harm:** You will not use the data in ways that mislead, misinform, or cause harm to individuals or communities, and will refrain from discriminatory or unethical uses.

**No Use of Non-Public Information:** If you suspect or discover Non-Public Information on the website, you agree not to use it and to report it promptly to:

**Data Midsouth Team** at [datamidsouth@innovatememphis.com](mailto:datamidsouth@innovatememphis.com) .

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**No Guarantee of Continuity:** Data Midsouth may modify, remove, or replace datasets or third-party links at any time without notice.

**No Customization Obligation:** There is no obligation to provide customized datasets or to respond to all user requests.

**Compliance with Law:** You agree to follow all applicable federal, state, and local laws when using data or linked resources.

**Constructive Feedback:** You are encouraged to submit questions, corrections, or suggestions to help improve the platform by contacting [datamidsouth@innovatememphis.com](mailto:datamidsouth@innovatememphis.com) .

## Ownership of Data

Ownership of all data remains with the original creator or data publisher. Nothing in this Agreement transfers ownership, copyright, or intellectual property rights. You must provide appropriate attribution as outlined in the dataset metadata or license.



## Disclaimers / No Warranties / As Is and As Available

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## Indemnification

User agrees to indemnify, release, and hold harmless **Innovate Memphis**, its partners, and contributors from any claims, liabilities, or damages resulting from access to or use of data from the Data Midsouth Website.

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