



## Department of Revenue Open Data Use Terms

The following terms and conditions (the “Data Use Terms”) govern your use of information and data offered by the Colorado Department of Revenue through this website (collectively the “Data”). By accessing or using any part of the Data, you agree to become bound by the terms and conditions of the Data Use Terms.

### 1. Disclaimer

The Data is offered for informational purposes only. You understand that your access to or use of the Data is at your own discretion and risk. THE DEPARTMENT OF REVENUE PROVIDES THE DATA ON AN “AS IS” AND AS AVAILABLE BASIS, AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, TIMELINESS, OR CONTENT OF THE DATA. THE DEPARTMENT OF REVENUE HEREBY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

### 2. Purpose and Use of the Data

The Department of Revenue makes the Data available to the public for informational purposes only. If you make any portion of the Data available to third parties, whether or not it has been integrated with other information or data, you must include the following disclaimer with the Data:

"The data made available here may have been modified for use from its original source, which is the State of Colorado. THE STATE OF COLORADO MAKES NO REPRESENTATIONS OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, TIMELINESS, OR CONTENT OF ANY DATA MADE AVAILABLE THROUGH THIS SITE. THE STATE OF COLORADO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. The data is subject to change as modifications and updates are complete. It is understood that the information contained in the Web feed is being used at one's own risk."

### 3. Right to Modify and/or Discontinue Feeds

The State of Colorado reserves the right to modify and/or discontinue providing any or all of the data feeds at any time and to require the termination of any and all displaying, distributing, or otherwise using any or all of the data for any reason including, without limitation, your violation of any provision of these Data Use Terms.

### 4. Limitation of Liability

Liability for claims of injuries or damages to persons or properties arising from the acts or omissions of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled by and limited by the provisions of the Governmental Immunity Act C.R.S. §24-10-101, et seq., and the risk management statutes, C.R.S. §24-30-1501, et seq., as applicable now or hereafter



amended. No term or condition of these Data Use Terms shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., and the risk management statutes, C.R.S. §24-30-1501, et seq., as applicable now or hereafter amended.

#### 5. Indemnification

You agree to defend, indemnify, save, and hold harmless the State of Colorado and its agencies, including, but not limited to, the Department of Revenue, its employees, representatives, agents, and contractors, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees, and related costs incurred arising out of or related to your use or distribution of the Data. The Department of Revenue reserves the right to assume exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Department of Revenue in all respects.

#### 6. Choice of Law

These Data Use Terms, and their validity and effect, shall be interpreted under and governed by the laws of the State of Colorado, and shall be considered to have been made and accepted in Colorado. All suits or actions related to these Data Use Terms shall be filed and proceedings held in the State of Colorado and venue shall be in the City and County of Denver. The Department of Revenue does not agree to binding arbitration by any extra-judicial body or person.

#### 7. Miscellaneous

These Data Use Terms constitute the entire agreement between you and the Department of Revenue regarding your download and use of the Data. The Department of Revenue reserves the right to changes these Data Use Terms at any time in its sole discretion by posting the updated Data Use Terms on its website. If any part of these Data Use Terms are held invalid or unenforceable, that part will be construed to reflect the parties' original intent and the remaining provisions will remain in full force and effect. A waiver by the Department of Revenue of any term or condition of these Data Use Terms or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Enforcement of these Data Use Terms and all rights and obligations hereunder are reserved solely for the parties, and not to any third party. Any services or benefits which third parties receive as a result of these Data Use Terms are incidental to the Data Use Terms, and do not create any rights for such third parties.