

# Terms & Conditions

By using the Santa Clara Valley Transit Authority's free Wi-Fi High Speed Internet Service ("VTA Free Wi-Fi"), you agree to be bound by the following terms and conditions ("VTA Terms of Service"), which are a binding agreement between you and the VTA. You represent that you are of legal age to agree and be bound by this agreement.

## Personal Use Only

You may use the service and technology provided to you by the Santa Clara VTA for the sole purpose described herein. You must immediately notify us of any unauthorized use of the VTA Free Wi-Fi or any other security breach. We will give you an IP address each time you access the VTA Free Wi-Fi and it may change. You may not use the VTA Free Wi-Fi for any other reason, including reselling any aspect of the VTA Free Wi-Fi. Other examples of improper activities include, without limitation:

- Modifying, adapting, translating, or reverse engineering any portion of the VTA Free Wi-Fi
- Attempting to break security, access, tamper with or use any unauthorized areas of the VTA Free Wi-Fi
- Attempting to collect or maintain any information about other users of the VTA Free Wi-Fi (including usernames and/or email addresses) or other third parties for unauthorized purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, public, VTA, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders
- Distribution of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
- Using VTA Free Wi-Fi for any unlawful, harassing, abusive, criminal or fraudulent purpose. We have the right to monitor, intercept and disclose any transmissions over or using our facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property)

## Changes in Santa Clara VTA Terms of Service and VTA Free Wi-Fi; Termination

We may modify or terminate the VTA Free Wi-Fi and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate with or without notice. Please review these Santa Clara VTA Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by Santa Clara VTA to you shall terminate.

## **Privacy Policy**

The Santa Clara VTA Privacy Policy describes how we treat personal information when you use Santa Clara VTA's services. You understand and agree that Santa Clara VTA may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of Santa Clara VTA or the public.

## **Your Responsibilities**

You understand that VTA Free Wi-Fi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of VTA Free Wi-Fi. You agree that you are responsible for providing security measures that are suited for your intended use of VTA Free Wi-Fi. For example, you shall take full responsibility for taking adequate measures from safeguarding your data from loss. Also, other than the technology provided by Santa Clara VTA, you must provide all equipment, technology and software to use VTA Free Wi-Fi.

## **Disclaimers**

THE SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND PASSENGER'S USE THEREOF IS AT ITS OWN RISK. SANTA CLARA VTA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SANTA CLARA VTA DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL EITHER SANTA CLARA VTA OR ITS SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE. In addition, Santa Clara VTA and its suppliers will not be responsible for any damages, losses, expenses or costs that Passenger suffers AS A RESULT OF: (i) any interruption or failure of the Services OR Products; (ii) the downloading or use of any information, data or materials obtained via the Services OR FROM THE Internet; (iii) any failure to complete a transaction on the Internet OR USING THE SERVICES or ANY loss of data due to delays, non-deliveries, mis-deliveries, or Service interruptions; (iv) ANYTHING BEYOND THE REASONABLE CONTROL OF THE SANTA CLARA VTA,

INCLUDING BUT NOT LIMITED TO any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of Services or Products or combination of Services or Products with other services, products or equipment; (VI) viruses, worms, trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to Passenger's data, web-site, computers, or networks.

## **Indemnity**

You agree to hold harmless and indemnify the Santa Clara VTA, its suppliers and licensors from and against any third party claim arising from or in any way related to your use of VTA Free Wi-Fi, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, the Santa Clara VTA will provide you with written notice of such claim, suit or action.

## **Intellectual Property Policy**

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that your copyright has been infringed on or through VTA Free Wi-Fi, file a notice. To file a notice of copyright notice with us, please send a written communication by fax or regular mail. Provide information reasonably sufficient to permit the Santa Clara VTA to contact you (email address is preferred).

## **Miscellaneous Provisions**

These Santa Clara VTA Terms of Service will be governed by and construed in accordance with the laws of the State of California. If for any reason a court of competent jurisdiction finds any provision or portion of the Santa Clara VTA Terms of Service to be unenforceable, the remainder of the Santa Clara VTA Terms of Service will continue in full force and effect.

These Santa Clara VTA Terms of Service constitute the entire agreement between the parties and supersedes and replaces all prior understandings or agreements, written or oral, regarding VTA Free Wi-Fi. Any waiver of any provision of the Santa Clara VTA Terms of Service will be effective only if in writing and signed by the Santa Clara VTA.