

Web Site and MyBusRouting Service Terms of Use

USE OF SERVICES IN ANY MANNER, INCLUDING MERELY BROWSING OR ACCESSING THE MYBUSROUTING WEB SITE, CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE THOROUGHLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE ACCEPTING THEM.

IF YOU DO NOT ACCEPT THESE TERMS OF USE OR DO NOT WISH TO BE BOUND BY THEM, CEASE ACCESS AND USE OF THIS WEB SITE AND SERVICES IMMEDIATELY. MyBusRouting WILL ONLY PERMIT YOU TO ACCESS AND USE OF THE MyBusRouting WEB SITES UPON ACCEPTANCE OF THESE TERMS OF USE.

These Terms of Use comprise a legal agreement between you and Citygate GIS LLC. Unless you have otherwise agreed in writing, the terms and conditions provided herein govern your access and use of Services offered from MyBusRouting website whether used in connection with other products or services, or independent of them. Additional terms and conditions may apply (and will be presented to you) when accessing certain Services. Use of other Citygate GIS products or services is subject to the appropriate written agreement or click-through license provided, and are separate from these Terms of Use.

1. ACCEPTANCE OF TERMS OF USE

1.1 Acceptance.

By accessing the MyBusRouting Web site, you agree to be bound by this Service Terms of Use ("Terms of Use") between you and Citygate GIS LLC (Citygate).

As used in these Terms of Use, "Services" includes but is not limited to software; data; images, text, scripts, or markup code; service packs, patches, or technical support in response to requests; web services; documentation; or other information, electronic resource, or service provided on the MyBusRouting Web site and mobile Apps.

1.2 Modifications to the Web Site or Terms of Use.

Citygate reserves the right to change content provided in and access to Services at any time without notice to you. This may be done at Citygate's sole discretion, for any reason including but not limited to legal compliance, change in policy, aesthetic or technology development, or internal business or legal considerations. Citygate may also, from time to time, modify or replace these Terms of Use or our privacy policy, which may affect your rights to use the Services provided. Modified or replaced Terms of Use or Web Site Privacy Policy will be made available to you on the MyBusRouting Web site where the Services are provided.

You understand and agree that accessing or use of Services after the modified or replaced Terms of Use or Web Site Privacy Policy is posted will signify your acceptance to those Terms of Use and Web Site Privacy Policy. You further understand that it is your responsibility to read the current Terms of Use or Web Site Privacy Policy— Citygate may not directly notify you of changes in policy or terms of use.

2. OWNERSHIP, GRANT OF RIGHTS, AND USE RESTRICTIONS

2.1 Ownership.

The Services provided on the MyBusRouting Web site and any content provided therein are provided to you subject to these Terms of Use. The Services may be freely available to you, but they are not in the public domain unless specified as such. MyBusRouting and third-party licensors own the Services (unless otherwise specified), which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. These Terms of Use do not transfer any rights to redistribute, prepare derivative works from, or acquire ownership interest in Services.

2.2 Grant of Noncommercial Use of Services.

You may download reports, view, copy, and print data, reports and maps available on MyBusRouting Web site solely for your own internal purposes, or for your own noncommercial external purposes unless otherwise specified. Services may not be reproduced or transmitted for commercial purposes, in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system now known or later developed, except as expressly permitted in writing by Citygate. Proper attribution to Citygate GIS LLC must be given for any use of the Services. For the purposes of this Article 2.2, "Noncommercial Use" means you are authorized use of the Services wherein you provide the Services to third parties at no charge, and that your customers do not generate income, promote the generation of income, or any by any other means of commercial advantage or private financial gain from such use. Citygate reserves the right to determine if your use of Noncommercial Services that access through MyBusRouting qualifies as a no charge Noncommercial Use, or as a Commercial Use that requires a separate license and license fee. Citygate may at any time, and at its sole discretion, change, alter, or discontinue the MyBusRouting services provided to You or any third party customer accessing these services.

2.3 Improper Use of Services.

Any rights not granted herein or otherwise agreed to in writing between you and Citygate are prohibited. In particular, you may not (or attempt to) (a) access Services or resources not made available to you through a standard web browser or MyBusRouting products; (b) reverse-engineer, decompile, access, or hack MyBusRouting Services not made readily available to you

(without consideration given to how reasonable the means used are to keep such secure); (c) use Services in such a manner as to adversely affect Citygate's commercial interests; (d) alter, obstruct, or remove any proprietary rights notices provided with the Services; (e) manually or systematically harvest information contained within the Service; or (f) use Services in for illegal, improper, or inappropriate purposes (including but not limited to defamation or harassment of others; distribution of obscene or indecent material; stalking; or distribution of content in violation of the proprietary rights of others). Any of the forgoing, whether merely attempted or successfully executed, is a material breach of these Terms of Use.

2.4 Trademarks and Logos.

"MyBusRouting," the Bus logo, and other marks used in this Web site are trademarks or service marks (collectively, "**Marks**") of Citygate GIS LLC. Other names appearing on the MyBusRouting Web site may be trademarks or service marks of their respective trademark owners. These MyBusRouting Marks may only be used where authorized by Citygate or permitted by law. Any use not authorized by Citygate shall be considered a material breach of these Terms of Use.

2.5 Third-Party Data and/or Imagery Licensing Terms and Use Restrictions.

Services provided by the MyBusRouting Web site (including ArcGIS Online Services and Google Maps) may contain third-party data and/or imagery. Use of third-party data and/or imagery may be subject to such third party's License Agreement or additional use restrictions. You are responsible for compliance with all applicable third-party license agreement(s). Third party Use Restrictions may be provided with the data (such as with metadata. The third-party license agreement(s) and any applicable use restrictions may be modified by Citygate from time to time and it is your responsibility to check for updates to these license agreements or use restrictions. If a modification any third-party license agreement, or use restrictions is unacceptable, you may cancel your access upon written notice to Citygate or discontinue use of the Service, as applicable. Continued use of the Service will be deemed acceptance of any modifications.

You can find more information on Google Maps End User Terms of Service at the following link

https://www.google.com/intl/en-US_US/help/terms_maps/

2.6 Sharing of Your Content.

If you make use of MyBusRouting content by uploading Your data, You hereby grant Citygate a nonexclusive, revocable, royalty free, worldwide limited license (i) to use, store, cache, copy, and (re) transmit Your data.

2.7 Copyright Policy.

Citygate's copyright policy is to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to take-down allegedly infringing materials and/or terminating the accounts of repeat infringers, as applicable.

3. PRIVACY AND PERSONAL ACCOUNTS

3.1 Web Site Privacy Policy.

Citygate may request certain information, configuration data, or personal information to access select Services or to provide support through this Web site. Citygate will collect and use this information in accordance with our [Web Site Privacy Policy](#). You agree to the use of this information in accordance with the Web Site Privacy Policy.

3.2 Passwords and Account Information.

Some parts of the MyBusRouting Web site may require you to create and use a personal account to access the Services provided. You are responsible for maintaining the confidentiality of the password for your personal account and are fully responsible for all activities that occur under your personal account unless access to your account number, account name, or password was obtained through no fault or negligence of your own. You agree to the following:

3.2.1 You will provide truthful and accurate information at all times when using Services provided on MyBusRouting Web site;

3.2.2 You understand that using a false or incomplete name or e-mail address, impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity will result in immediate removal of your personal account and termination of any rights provided herein;

3.2.3 You will use the Services for your individual use, and the account's name and e-mail address must be specific to you-personal accounts may not be shared with other users;

3.2.4 You understand that sharing account information or allowing others to access your account may result in removal of your personal account;

3.2.5 You will notify MyBusRouting of any unauthorized use of your password or account or any other breach of security as soon as you become aware of such use or breach; and

3.2.6 You will log off from account at the end of each session.

Citygate shall not be liable for any loss or damage arising from your failure to comply with this section.

3.3 Termination of Personal Account.

Citygate reserves the right to monitor use of the MyBusRouting Web site. Citygate reserves the right to suspend or cancel your account or access to the MyBusRouting Web site at any time, or take any other appropriate measures in our legal capacity to enforce these Terms of Use. If you have your personal account removed from the MyBusRouting Web site for not following these Terms of Use, you may not be allowed to return or create a personal account in the future.

4. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 Exclusion of Warranties.

THE SERVICES PROVIDED ON THIS MyBusRouting WEB SITE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN PARTICULAR, YOU UNDERSTAND THAT MyBusRouting AND ITS AFFILIATES DO NOT WARRANT OR REPRESENT THAT THE SERVICES PROVIDED IN THIS MyBusRouting WEB SITE WILL BE:

4.1.1 AVAILABLE TO YOU UNINTERRUPTED IN A SECURE FORM;

4.1.2 ACCURATE OR FREE FROM ERROR; OR

4.1.3 FIT TO USE IN YOUR APPLICATION, FOR YOUR PURPOSES, OR ACCORDING TO YOUR REQUIREMENTS OR NEEDS.

MyBusRouting IS UNDER NO OBLIGATION TO CORRECT ANY ERRORS OR INCONSISTENCIES IN THE SERVICES.

4.2 Limitation on Liability.

CITYGATE GIS LLC SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO YOUR DECISION TO ACCESS AND USE ANY OF THE SERVICES PROVIDED ON THE MyBusRouting WEB SITE, EVEN IF MyBusRouting IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

4.3 Links to Third-Party Sites.

Many links on MyBusRouting Web sites link to Web sites owned and operated by third-parties. These Web sites are not under Citygate's control and Citygate is not responsible for information (regardless of how it is transmitted or received) or services provided by third-party Web sites. Any links to third-party Web sites provided on the MyBusRouting Web site do not imply an endorsement, affiliation, or sponsorship of any kind and do not represent warranties of the quality of services provided by such third-parties.

5. TERM AND TERMINATION

5.1 Term.

These Terms of Use shall continue to apply until terminated by you or Citygate. Termination may only occur as provided in this section.

5.2 Termination by You.

You may terminate these Terms of Use by (a) sending a letter to the address provided herein, Attn: Contracts and Legal Services, expressing clearly in English your desire to terminate these Terms of Use ("Termination Letter") and (b) ceasing and discontinuing your use of all Services on or before sending the Termination Letter to Citygate. Continued use of the Services after sending the Termination Letter constitutes your acceptance and agreement to these Terms of Use.

5.3 Termination by Citygate.

Citygate may terminate these Terms of Use if:

5.3.1 You have breached the terms and conditions provided in these Terms of Use through either your action or inaction;

5.3.2 You have breached an agreement you have with Citygate relating to the use of MyBusRouting products or services;

5.3.3 Citygate discontinues the Services on which these Terms of Use are based; or

5.3.4 Citygate, at its sole discretion, believes that it is in Citygate's best commercial interest to terminate these Terms of Use.

5.4 Effects of Termination.

Upon termination of these Terms of Use, all rights and obligations owed by the parties shall cease except for those set forth in Sections 2, 3, and 5. Those rights and obligations shall continue indefinitely.

6. EXPORT COMPLIANCE

You may not access, upload, download, use, or export Services provided on the MyBusRouting Web site in violation of U.S. Export Control laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and not to directly or indirectly provide or otherwise make available Services in violation of any such restrictions, laws, or regulations, or without all necessary approvals. Specifically prohibited is the use of any Services

for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Services outside the United States. Neither the Services nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (a) to any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in or under the control of, or are not a national or resident of any such country or on any such list.

7. GENERAL TERMS

7.1 No Implied Waivers.

The failure of either party to enforce any provision of these Terms of Use shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

7.2 Severability.

The parties mutually agree that if any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

7.3 Language.

You agree that the English language version of these Terms of Use shall govern their interpretation. Any versions provided in a language other than English are provided for convenience only. Any inconsistencies or contradictions shall not affect the interpretation of the English language version.

7.4 Successor and Assigns.

You shall not assign or otherwise transfer your rights or delegate your duties under these Terms of Use without Citygate's prior written consent. Any attempt to do so without Citygate's consent shall be void.

7.5 Governing Law, Dispute Resolution.

The laws of the State of Maryland govern your relationship with Citygate under these Terms of Use and shall be construed according to those laws without regard to conflict of laws principles.

The parties agree to attempt in good faith to negotiate any conflict arising under these Terms of Use. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Anne Arundel County any and all disputes not resolved within 30 days of notice. Notice to Citygate shall only be proper if made by certified mail at the address provided herein.

7.6 Equitable Relief.

You agree that your breach of these Terms of Use may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Citygate shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

7.7 Government Users.

These Terms of Use strictly govern government users' use, reproduction, or disclosure of the Services, which are considered "commercial services." No other terms or conditions shall apply unless expressly agreed in writing between you and Citygate. All rights to the Services are reserved under copyright laws of the United States.

7.8 Integration.

These Terms of Use constitute the sole and entire agreement between the parties relating to your use of the Services; supersede any previous agreements, understandings, and arrangements unless otherwise agreed to in writing by an authorized representative of each party; and, completely replace any existing agreements between the parties related to your use of the Service.