

**City of Winchester
Winchester Transit and WinReady Terms of Use**

Updated: 3/09/2024

Acceptance of Terms of Use

The WinReady On Demand mobile application (application) allows you to book rides on the WinReady On Demand transit service offered by the City of Winchester (City).

The City provides the application subject to the following Terms of Use Agreement (agreement). The agreement may be amended by the City at any time and from time to time. By accessing and using the application, you accept and agree to be bound by this agreement. By installing and using the application, you are confirming that you are bound by these terms of use and this agreement and that you are fully able and competent to accept and be bound by the terms of this agreement.

PLEASE REVIEW THESE TERMS OF USE CAREFULLY. YOUR USE OF THE APPLICATION IS SUBJECT TO THIS AGREEMENT, INCLUDING ANY AMENDMENTS. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, THEN DO NOT INSTALL OR USE THE APPLICATION.

No Representations, No Warranties, and No Liability of the City

By providing the application, the City makes no representations or warranties that any information or content provided to you through the application is accurate, complete, reliable, or error-free. All content, information, and services provided to you through the application are provided on an "as available" and on an "as is" basis. The City disclaims all representations, warranties, or conditions, whether express or implied, related to the application or other products and services contemplated under this agreement (including but not limited to implied warranties and conditions of merchantability and fitness for any particular purpose).

The City does not assume any responsibility for the content or quality of the application or any content therein. The City is not liable to you for any damages whatsoever, including but not limited to direct, indirect, incidental, consequential, special, or other damages, in any way arising from or related to your use of, or access to, or inability to use or access the application.

Your Risk, Responsibility, and Indemnity

You agree to comply with all applicable laws and to not engage in any illegal conduct when accessing and using the application. Your use of the application is solely at your own risk, and you are fully responsible for any consequences arising from your use of the application. You assume all responsibility for obtaining access to and using the application, and that access and use may involve third-party fees (such as internet service provider or airtime charges) for which you are solely responsible.

If the City provides any links or other direction to third party content or websites through the application, you agree that the same is provided solely as a convenience to you and if you decide to access such external links or websites that you do so entirely at your own risk. The City is not responsible for the content and privacy practices of other websites and the City encourages you to examine the privacy policy and disclaimer of each site and make your own decisions regarding the disclosure of your personal information to that site.

You indemnify and hold harmless the City and its elected officials and employees from and against any and all liability for losses, costs, damages, disbursements and expenses (including legal fees actually incurred on a solicitor and own client basis), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way based upon, occasioned by, or attributable to your connection to or use of the application or breach of or failure to comply with this agreement.

Restrictions On and License to Access and Use

The application and all of its contents may not be used or reproduced without the express written consent of the City. You shall not copy, repackage, redistribute, or modify the application or its contents, in whole or in part, in any manner whatsoever.

The City grants you a limited, non-exclusive, non-transferable license to access and make personal use of the application for the non-commercial purpose of booking rides on the WinReady On Demand transit service offered by the City. Any unauthorized use of the application automatically terminates the license granted by this agreement.

Collection, Retention, Use, and Disclosure of Your Personal Information

To use the application, you must provide certain personal information. The City utilizes Via Mobility LLS to support the provision of the application, and so that personal information may be provided to Via. By accessing and using the App, you accept and agree to be bound by the City's Privacy Policy and the collection of personal information.

IF YOU DO NOT AGREE WITH ANY PART OF THE CITY'S PRIVACY POLICY OR THE COLLECTION OF YOUR PERSONAL INFORMATION, THEN DO NOT INSTALL OR USE THE APPLICATION.

You agree not to create more than one user account, and to not create a user account for another person unless you have the legal authority to do so. You agree to not provide any false information for purposes of creating a user account and that you are solely responsible for maintaining accurate, complete, and up-to-date information in your user account. You will not share your access credentials with, or all access to your user account by, another person.

Collection of Other Information

We may collect and store your location information if you enable your mobile device to send it to us. We may also collect information that identifies the mobile device you are using. Collection of

this information improves the provision of the application. You may opt-out of location-based services at any time by editing the setting at the device level.

We may collect and store information that is generated automatically as you use the application, including your preferences and anonymous usage statistics. When you visit the application, we may receive and record information on our server logs from your browser, including your unique device ID, IP address, and from cookies and similar technology. We may use information collected through these tracking technologies to remember information so that you won't have to re-enter it on subsequent visits, to provide and monitor the effectiveness of the application, to automatically update the application on your mobile devices, and for other purposes. Most browsers allow you to block and delete cookies, though depending on your mobile device you may not be able to delete tracking technologies from your device. Deleting or blocking cookies and other tracking technology may cause the application to not work properly. By using the application, you are authorizing us to gather, parse, and retain data related to the provision of the service.

Your Consent to Communications

You agree that by entering into this agreement or accessing or using the application that the City, the City's service provider, Via Mobility LLC (and its agents and affiliates), or both, may send you text messages, calls, emails, and other communications for transactional, administration, and operative purposes (including but not limited to communications concerning your account or access to or use of the application). These communications may use pre-recorded or artificial voice messages and may be generated by automatic telephone dialing systems. Message and data rates may apply.

Modification, Suspension, Discontinuation, and Termination

The City may at any time and from time to time modify, suspend, or discontinue, temporarily or permanently, the application or any part of the application, with or without notice to you. You agree that the City will not be liable to you, or to any third party, for any modification, suspension, or discontinuation of the application or any part of the application.

At any time and from time to time, and for any reason whatsoever (including but not limited to repeated cancellations or no-shows) and in the City's sole discretion, the City may suspend or terminate your access to and use of the application or any portion of the application, or may refuse your current or future access to and use of the application or any portion of the application, or immediately terminate this agreement without notice to you.

Severability, Waiver, and Governing Law and Jurisdiction

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and all other provisions in this agreement remain in full force and effect. The City's failure to assert any provision or right under this agreement is not a waiver by the City of such provision or right.

This agreement, and the access to and use of the application, is governed by the laws of

the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia.