

TERMS OF USE FOR ONLINE SERVICES



SAN DIEGO ASSOCIATION OF GOVERNMENTS

Este document está disponible en español en sandag.org/privacy o llame al (619) 699-1900 para hacer una solicitud.

In compliance with the Americans with Disabilities Act (ADA), this document is available in alternate formats by contacting the SANDAG ADA Coordinator, the Director of Administration at (619) 699-1900 or (619) 699-1904 (TTY).

TERMS OF USE FOR ONLINE SERVICES SAN DIEGO ASSOCIATION OF GOVERNMENTS

These Terms of Use govern your use of the San Diego Association of Governments (SANDAG) online services and SANDAG rights and remedies for the misuse of those services. By using the SANDAG online services and other programs, you agree to all the terms, conditions, and notices included in these Terms of Use.

If you have additional questions, you may email pio@sandag.org or call (619) 699-1900.

101. PRIVILEGES

By accepting the provisions of this Terms of Use for SANDAG Online Services, you agree, as a user of SANDAG websites, services, and programs, that:

- You will refrain from activity that imposes an unreasonable burden on the site, and SANDAG reserves the right, in our discretion, to limit the order quantity on any item and/or to refuse service to any customer who violates these provisions;
- You will not use your access to any SANDAG website or any program or service organized directly or indirectly through the website for any purpose that is unlawful or prohibited by these Terms of Use;
- You will not use any SANDAG website or any program or service to:
 - Defame, abuse, harass, stalk or threaten others;
 - Collect information about others, including email addresses, without their consent;
 - Create a false identity;
 - Transmit or upload any material that contains harmful or deleterious computer programs (including, without limitation, viruses, trojan horses, worms, time bombs, or cancelbots);
 - Transmit or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy, or any other applicable laws;
 - Interfere with or disrupt networks connected to the website or violate the regulations, policies or procedures of such networks;
 - Attempt to gain unauthorized access to the website, other accounts, computer systems, or networks connected to the website through password mining or any other means;
 - Interfere with another user's enjoyment of the website; and

- You will comply with all relevant laws and regulations and are solely responsible for all acts or omissions that occur under, or through the use of, your password.
- You allow SANDAG to use your Personally Identifiable Information (PII) internally to improve our content and services;
- SANDAG reserves the right to send notifications of any changes to or new features of our website. By accepting the Terms of Use, you agree to receive these notifications.

102. iCOMMUTESD.COM LICENSE

iCommuteSD.com users are hereby granted a license to use any PII of another user acquired through the website or through a related communication or transaction of the website, but only for the following purposes:

- (a) Website-related communication that are not unsolicited commercial messages;
- (b) Using services offered through iCommuteSD.com or SANDAG; and
- (c) Any other purpose that the other user expressly agrees to after adequate disclosure of the purpose(s) to the user.

You further agree to use such information only within the limits of such license. Under no circumstances, except as defined in this Section, may you disclose PII about another website user to any third party without our consent and the consent of such other user after adequate disclosure.

Neither we nor our users tolerate spam. Therefore, without limiting the paragraphs above, you are not licensed to add iCommuteSD.com to your mail list (email, physical mail, or telephone contact) without express consent from SANDAG after adequate disclosure.

103. RIDESHARING SAFETY

The SANDAG Vanpool Program Available Seats List is offered as a convenience and service to commuters interested in joining a vanpool. All potential vanpoolers should exercise caution and discretion, and generally take whatever steps he or she deems necessary to ensure one's safety.

You accept full responsibility for any ride that you may accept in a vanpool. SANDAG accepts no responsibility for the acts or omissions of any individuals using the SANDAG websites or offering or participating in vanpool services. Users and individuals offering or participating in vanpool services assume all risk related to these activities. SANDAG recommends that participants exercise caution when selecting a potential vanpool. No background checks of drivers or participants or any other reference or credit checks are undertaken by SANDAG related to vanpooling.

104. PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, SANDAG websites and services are for your personal and non-commercial use. You may not modify, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the SANDAG websites, without the advance express written permission of SANDAG.

105. PRIVACY PROTECTION FOR CHILDREN

SANDAG websites are not directed at children, and we will not accept or request PII from individuals we know to be under 13 years of age. In accordance with the Children's Online Privacy Protection Act of 1998, if we learn that a child under 13 years of age has provided us with PII, we will delete this information from our databases.

SANDAG wants to assist you in guarding your children's privacy. SANDAG encourages you to discuss safe and responsible use of PII while using the internet. You can find more information on this subject at americalinksup.org, and under the Children's Online Privacy Protection Act, available at ftc.gov/ogc/coppa1.htm.

106. LINKS

Our online services may contain links to other sites ("Linked Sites"). The Linked Sites are not under the control of SANDAG and SANDAG is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. In addition, SANDAG is not responsible for the privacy practices of other sites. SANDAG is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SANDAG of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. We encourage our customers to be aware when they leave our site and to read the privacy policies of each website that collects PII.

SANDAG also reserves the right to prohibit users from creating outside links to SANDAG websites. The user hereby agrees to remove or cease any link upon our request. Users may not frame any part of the website material by including advertising or other revenue generating material.

107. ADVERTISERS

Any dealings with any advertiser appearing on the website are solely between you and the advertiser or other third party. We are not responsible or liable for any part of any such dealings or promotions.

108. MOBILE DEVICE SAFETY

You agree to adhere to all state, local, and federal Hands-Free driving laws and to accept full responsibility and risk for viewing and SANDAG website or mobile application, or for viewing any text or email alert, on a mobile device. Failure to pay full attention to the operation of your vehicle could result in death, serious

injury, or property damage. Neither SANDAG nor its suppliers will be responsible for any damages caused by the use or misuse of a mobile device to access or view SANDAG website, mobile applications or text and email alerts.

ARTICLE 200 OTHER PROVISIONS

201. DISCLAIMER NOTICE

SANDAG makes no claims, promises, or guarantees about the accuracy, currency, completeness, or adequacy of the contents of the SANDAG online services and expressly disclaims liability for errors and omissions in its contents. No warranty of any kind, implied, express, or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, is given with respect to SANDAG online services or its links to other internet resources. Although we have put in place security systems that are designed to prevent unauthorized disclosure of your PII, due to the nature of internet technologies we cannot provide firm assurances as to the security of this information, and expressly disclaim any such obligation.

202. INDEMNIFICATION

You agree to indemnify and hold SANDAG, its officials, officers, employees, sponsors, partners, and agents harmless from any claims, actions, costs (including legal costs), or losses by any third party due to or arising out of your use of or conduct in relation to these online services, including without limitation a breach of these Terms of Use.

203. SEVERABILITY

The SANDAG online services are controlled and overseen by SANDAG from its location in San Diego, California. These Terms of Use shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Any dispute arising under these Terms of Use shall be resolved exclusively by the state or federal courts sitting in San Diego, California. If any portion of these Terms of Use are deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

204. CONTACT US

We welcome your feedback, questions concerns, or suggestions regarding our Terms of Use. You may contact us in the following ways:

- **TELEPHONE**

- 1-15 Express Lanes – Call (888) 889-1515
- South Bay Expressway (SR 125) – Call (619) 661-7070
- iCommute – Call 511 and say “iCommute”
- General SANDAG – Call (619) 699-1900

- **EMAIL**

SANDAG: webmaster@sandag.org
iCommute: iCommute@sandag.org
I-15 Express Lanes: support@fastrak.511sd.com
South Bay Expressway: customerservice@sandag.org
511: 511sd.com/sd511/ContactUs.aspx

- **MAIL**

San Diego Association of Governments
Office of General Counsel
401 B Street, Suite 800
San Diego, CA 92101

DEFINITIONS

FasTrak[®] is the automated toll collection system used throughout California and locally administered by SANDAG.

FasTrak Services includes SANDAG administered programs regarding customer purchase, registration, or use of *FasTrak*.

Online Services includes our websites, mobile applications, personal accounts hosted on a SANDAG website or mobile application, and other internet-based services.

Personally Identifiable Information (PII) is any information about an individual maintained by an agency, including (a) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (b) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Users are visitors who register their identity with a website through the website registration process or through a Facebook or Open ID interface.

Visitors are users who visit a website but do not register or provide PII to the website.

We, Us, and Our mean the San Diego Association of Governments (SANDAG).

You and Your refer to any person (a) who accesses this site, (b) who participates in a website services program, or (c) whose PII is provided to SANDAG.

Revised: June 2018