

Last Updated August 2022

## **Section 1- Introduction**

These Terms of Service (“Terms of Service”) govern the access or use by you of applications, websites, content, products, and services (the “Services”) made available by Hall Area Transit which is a division within the City of Gainesville). PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms of Service, which establish a contractual relationship between you and Hall Area Transit. If you do not agree to these Terms of Service, you may not access or use the Services. Hall Area Transit may amend these Terms of Service from time to time. Amendments will be effective upon Hall Area Transit's posting of such updated Terms of Service at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service, as amended.

Our collection and use of personal information in WeGo with the Services is as provided in Hall Area Transit's Privacy Policy located at <http://www.gainesville.org/hall-area-transit>. You understand and acknowledge that any information you submit to Hall Area Transit is subject to public inspection and copying under the Georgia Records Act, unless exempt by law.

## **Section 2 - The Services**

The Services constitute a technology platform that enables users of the Hall Area Transit WeGo mobile app (the “App”) to, among other things, request, schedule, and pay for rides provided through the Hall Area Transit WeGo program. Unless otherwise agreed by Hall Area Transit in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

- The Service is currently being offered as a pilot, and as such is limited in its capacity, geographic region, and hours of operation. The geographic region and hours of operation were selected based on the Service's limited capacity during the pilot and our anticipation of demand for the Service and have no discriminatory rationale or intention.

## **Section 3- Eligibility to Use the Service**

By using the Hall Area Transit WeGo app, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. If you are a parent or guardian of a minor who has registered for or used the Service without your consent, please contact us at <http://www.gainesville.org/hall-area-transit>.

Children, eight years of age and under are required by law to use a child safety seat, a booster seat, or other safety restraint system (unless over a height of 4'9"). An adult is responsible for providing such safety equipment and for securing it, and the child, in the

Hall Area Transit WeGo vehicle. For this reason, all children age eight and under are required to travel with an adult. Hall Area Transit is not responsible for the safety of the child safety seat or booster or for its proper securement.

**Agent of a Company, Entity, or Organization.** If you are using the Service on behalf of a company, entity, or organization (collectively "Organization"), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and
3. agree to be bound by these Terms on behalf of that Organization.

#### **Section 4 - Your Account and Log-In Credentials**

To use the Service, you may need to log-in by providing a username, password, and cellular phone number. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials (including, without limitation, the behavior of any other people that travel in your party), you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service.

You are responsible for your log-in credentials and for keeping your information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Service. You represent and warrant that the information you provide to the District upon use of the Service and at all other times will be true, accurate, current, and complete.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify the Privacy Compliance Officer at <http://www.gainesville.org/hall-area-transit>. You will be solely responsible for the losses incurred by the District and others due to any unauthorized use of your account.

If you choose to set up your Account to electronically pay, you will also be required to provide a valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date. You grant Hall Area Transit the right to provide any information you submit to third parties for purposes of facilitating the completion of any transactions initiated by you or on your behalf.

There is a risk that unauthorized third parties may engage in illegal activity, such as hacking into Hall Area Transit's security systems or Hall Area Transit's contracted vendors' security system, or by intercepting transmissions of personal information over the Internet. Hall Area Transit is not responsible for any data obtained by third parties in an unauthorized manner.

## **Section 5- License**

Subject to your compliance with these Terms of Service, Hall Area Transit grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the App on your personal mobile device solely in WeGo with your use of the Services; and (ii) access and use any content, information, and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Hall Area Transit and Hall Area Transit's licensors.

Although Hall Area Transit strives to provide content, information, and related materials that are both useful and accurate, the nature of the data and other information available via the Services is subject to frequent change. Accordingly, the content, information, and related materials available via the Services may not be up-to-date, accurate, or complete at all times.

## **Section 6 - Code of Conduct**

In WeGo with your use of the Services, you agree that you will not:

- Restrict or inhibit any other user from using the Services, including, without limitation, by means of "hacking" or defacing any portion of the Services;
- Use the Services for any unlawful purpose;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive or malicious nature;
- Modify, copy, change, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Services or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services;
- Remove any copyright, trademark or other proprietary rights notices contained on the Services or "frame" or "mirror" any part of the Services;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents without our prior written consent; or
- Take any action that imposes or may impose an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.

## **Section 7 – Purchase Voucher**

A voucher refers to a type of credit, purchased through the App using Apple, Android or Windows smartphone or mobile device. The security of your mobile device or credit is your responsibility. In the event that your mobile device is lost or stolen, Hall Area Transit will not provide a duplicate or replacement of credit. If you deactivate your account the remaining credit will not be refundable. If you reinstall the App and reactivate your account credit will still be available. You cannot print or transfer ride credit. If you lose or get a new phone, you must contact customer service at 770-503-3330 to update your information.

## **Section 8 - Consent to Receive Emails and Text Messages**

By creating an Account, you agree that the Services may send you informational emails and text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving emails and text (SMS) messages from Hall Area Transit at any time. You acknowledge that opting out of receiving emails or text (SMS) messages may impact your use of the Services.

## **Section 9 - Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the Application and any updates thereto. Hall Area Transit does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **Section 10 - Disclaimer**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” HALL AREA TRANSIT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, HALL AREA TRANSIT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN WEGO THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## **Section 11 - Limitation of Liability**

HALL AREA TRANSIT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN WEGO WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF HALL AREA TRANSIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HALL AREA TRANSIT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF (1) YOUR USE OF OR RELIANCE ON THE SERVICES; (2) YOUR INABILITY TO ACCESS OR USE THE SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON OUR OR OUR AGENTS' SERVERS; OR (4) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF HALL AREA TRANSIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HALL AREA TRANSIT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HALL AREA TRANSIT'S REASONABLE CONTROL. IN NO EVENT SHALL HALL AREA TRANSIT'S TOTAL LIABILITY TO YOU IN WEGO WITH THE SERVICES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

The foregoing notwithstanding, you acknowledge that Hall Area Transit is a special district of the State of Georgia and that Hall Area Transit is subject to and shall comply with the applicable provisions of the California Tort Claims Act, as set out in Government Code, Section 810 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

### **Section 12 - Indemnity**

You agree to indemnify and hold Hall Area Transit and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in WeGo with: (i) your use of the Services or services obtained through your use of the Services; (ii) your breach or violation of any of these Terms of Service; or (iii) your violation of the rights of any third party, all without, however, waiving any governmental immunity available to Hall Area Transit under California law.

### **Section 13 - Termination**

These Terms of Service shall remain effective until terminated in accordance with its terms. We reserve the right to immediately terminate these Terms of Service, and/or your access to and use of the Services or any portion thereof, at any time and for any reason, with or without cause. Additionally, we reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Services at any time, with or without notice to you. Upon termination of these Terms of Service, your right to use the Services shall immediately cease. You agree that Hall Area Transit may immediately

deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files.

#### **Section 14 - Choice of Law**

These Terms of Service and the rights and obligations of the parties under these Terms of Service will be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia, excluding its rules of conflicts of law. Any and all obligations under these Terms of Service are due in the City of Gainesville/Hall County Government and the parties hereby irrevocably consent to the jurisdiction of the courts in Hall County with respect to all disputes arising out of these Terms of Service.

#### **Section 15 - Notice**

Hall Area Transit may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to the address in your Account, if you provided one. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Hall Area Transit, with such notice deemed given when received by Hall Area Transit, at any time by first class mail or pre-paid post to Hall Area Transit, 687 Main Street, Gainesville, Georgia 30501.

#### **Section 16 - General**

You may not assign these Terms of Service without Hall Area Transit's prior written approval. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you and Hall Area Transit as a result of this agreement or use of the Services. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Hall Area Transit's failure to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Hall Area Transit in writing.

#### **Effective Date**

This policy is effective as of September 1, 2020