

1.0 RGRTA and Social Media

RGRTA engages the public through social media to make it easy for you to communicate with us in a direct and meaningful way. We use social media technology from various companies and providers to create our specific pages, accounts, handles, and channels. Any use of Our Social Media is subject to the following Terms of Use, which we may update periodically without notice to you.

2.0 Acronyms and Definitions

- **“Authority”** and **“RGRTA”** and **“we, us, our”** each refer to the Rochester Genesee Regional Transportation Authority and its wholly controlled subsidiaries (RTS, RTS Access, RTS Genesee, RTS Livingston, RTS Ontario, RTS Orleans, RTS Seneca, RTS Wayne, and RTS Wyoming).
- **“Content”** is a comprehensive term for information, data, messages, text, comments, video, audio, images, or other materials posted to, shared on, or otherwise made available through social media.
- **“FOIL”** stands for New York State’s Freedom of Information Law (Public Officers Law §87 et. seq.), which allows members of the public to request access to the records of governmental agencies.
- **“Host”** refers to any provider of social media technology or services, such as but not limited to Facebook, Instagram, LinkedIn, Twitter, and YouTube.
- **“Our Social Media”** applies to any specific RGRTA pages, accounts, handles, or channels on social media technology.
- **“TOU”** stands for Terms of Use.
- **“You”** refers to customers, fans, followers, and members of general public who use social media.

3.0 Purpose of Our Social Media

3.1. We offer Our Social Media for the following reasons.

- A. To raise awareness of public transportation decisions, service options, service changes, and events.
- B. To obtain your feedback.
- C. To engage with people about their experiences.
- D. To provide a forum for learning, discussing, and presenting matters of public interest regarding the provision of public transportation services in Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Wayne, and Wyoming Counties for the benefit of the Authority, its employees, and the public.

3.2. We use Our Social Media to support the following goals.

- A. Our vision to be the preferred transportation choice, with emphasis on connecting the diverse communities served by public transit; and
- B. Our mission of providing safe, reliable, convenient public transit; and
- C. Our responsibility to serve all members of the public equally in a professional environment free of unlawful discrimination.

3.3. What Our Social Media is not.

- A. RGRTA Social Media is not the formal complaint forum for employees, customers, or the general public. See Section 10.0 of this TOU for details on how to submit comments, questions, compliments, or complaints.

- B. We must accomplish the preceding goals without infringing on the protections of the First Amendment, and/or provoking lawsuits, public protest, loss of business, loss of funding, retaliation, or conditions that would disrupt daily operations.

4.0 Host Terms and Policies

- 4.1. Our Social Media operates on platforms provided by Hosts such as, but not limited to, Facebook, Instagram, LinkedIn, Twitter, and YouTube. The Hosts maintain their own terms of service, terms of use, privacy policies, or other rules governing the use of the technology. By using or accessing Our Social Media, you are subject to the practices described in each Host's terms and policies.
- 4.2. When you register with social media technology, you provide the Host with personal information. Our Social Media pages, accounts, channels, etc. do not store your personal information or additional member information beyond what the Host already stores.
- 4.3. When you interact with Our Social Media, you provide the Host with usage information. Hosts may use information (photos, videos, messages, etc.) you post to Our Social Media for their purposes pursuant to their terms and policies.
- 4.4. You create and share content on Our Social Media at your own risk. Although a Host may allow you to set privacy options to limit the ability for other people to access your pages, no security measures are invulnerable. We cannot control the actions of other users with whom you choose to share your content. We do not guarantee that unauthorized persons will not view the content you post on Our Social Media.

5.0 Prohibited Conduct on Our Social Media

- 5.1. You must not use Our Social Media to:
 - A. Harm minors in any way; or
 - B. Stalk, threaten, or otherwise harass another person; or
 - C. Impersonate any person or entity; or
 - D. Collect or store personal data about other users; or
 - E. Violate any applicable local, state, national or international law; or
 - F. Violate RGRTA rules or policies
 - G. Disrupt the normal flow of dialogue or act in a manner that negatively affects other users' ability to engage in exchanges; or
 - H. Forge headers or manipulate identifiers to disguise the origin of any Content transmitted through social media; or
 - I. Interfere with or disrupt social media technology, or servers or networks connected to social media technology, or disobey any requirements, procedures, policies, or regulations of networks connected to social media.
- 5.2. You must not use Our Social Media to post, publish, share, email, transmit, or otherwise make available any Content that:
 - A. Contains statements or depictions of violence against a person, group of people, or country; or
 - B. Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; or
 - C. Is pornographic; or
 - D. Infringes on the confidentiality or privacy of any party; or
 - E. Is intentionally misleading or factually erroneous; Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or

- F. Contains unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or
- G. Is geared toward directly selling, soliciting, or advertising products/services that are not RGRTA-affiliated; or
- H. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- I. Contains information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

5.3. You must not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Our Social Media, use of Our Social Media, or access to Our Social Media.

6.0 Consequences of Conduct or Content that Violates Our TOU

- 6.1. If you post Content that contains statements or depictions of violence against a person, group of people, or country, we will report the incident and Content to the appropriate law enforcement agency.
- 6.2. If we believe that you have violated or acted inconsistently with the letter or spirit of this TOU and its standards, we may block, suspend, or terminate your access to Our Social Media and/or remove and discard any of your Content within Our Social Media. Further, you may lose RGRTA privileges, or may be reported to local, state, or federal law enforcement or supervisory authorities.
- 6.3. Any termination or suspension of your access to Our Social Media under any provision of this TOU may be effected immediately and without prior notice.
- 6.4. We shall not be liable to you or any third party for any termination of your access to Our Social Media.
- 6.5. We shall have the right (but not the obligation) in our sole discretion to edit, delete, refuse, hide from public view, or move any Content on Our Social Media. Without limiting the foregoing, we shall have the right to remove any Content on Our Social Media that violates this TOU or is otherwise objectionable.

7.0 Indemnity

- 7.1. By using Our Social Media, you agree to indemnify and hold RGRTA, its affiliates, commissioners, officers, agents, grantees or other partners, and employees, harmless from any claim or demand—including reasonable attorneys' fees—made by any third party due to or arising out of any of the following:
 - A. Content that you submit, post, transmit or make available through the site; or
 - B. Your use of the site; or
 - C. Your connection to the site; or
 - D. Your violation of the TOU; or
 - E. Your violation of any rights of another person or protected group.

8.0 Acceptance of Our Social Media TOU

- 8.1. By using Our Social Media, you understand, agree to, are responsible for, and acknowledge all of the following terms of use.
- 8.2. Content Posted on Our Social Media
 - A. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. You, and not RGRTA, are entirely responsible for all Content that you post, email, transmit, or otherwise make available via Our Social Media.

- B. We do not guarantee the accuracy, integrity, or quality of Content that customers or members of the general public post on Our Social Media. Under no circumstances will RGRTA be liable in any way for any Content made available via Our Social Media. Nor will RGRTA be liable in any way for any errors or omissions in any Content or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted, or otherwise made available via Our Social Media. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
- C. We do not claim ownership over or responsibility for Content you submit or make available for inclusion on any of Our Social Media pages, accounts, or formats. We only claim ownership over self-generated content created by RGRTA for inclusion on Our Social Media.
- D. We do not pre-screen all Content posted on Our Social Media. Using Our Social Media may expose you to Content that you find offensive, indecent, or objectionable.
- E. We may preserve Content and may disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - (i). Comply with legal process; or
 - (ii). Enforce the TOU; or
 - (iii). Respond to claims that any Content violates the rights of third-parties; or
 - (iv). Protect the rights, property, or personal safety of RGRTA, its employees, its customers, and the public.
- F. The technical processing of your Content through Our Social Media may involve transmissions over various networks and may require changes to conform to the technical requirements of connecting networks or devices.
- G. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8.3. Comments and FOIL Record Requests

- A. We encourage comments and questions but reserve the right to remove comments that contain inappropriate language, are obscene and/or defamatory, or are unrelated to RGRTA.
- B. The public comments expressed on Our Social Media do not reflect our opinions or position.
- C. Communications made to a county, state, or federal agency or entity through Our Social Media will not be considered formal public comment and shall not constitute official legal notice to RGRTA for records under FOIL or for any other purpose. We will not acknowledge such submissions. See Section 10.0 for details on how to submit formal comments or make a FOIL request.

8.4. Links

- A. Our Social Media pages, channels, etc. must include direct access to this TOU or a link to its location on www.myRTS.com.
- B. Our Social Media may provide, or third parties may provide, links to other websites or resources. We are not responsible for the availability of such external sites or resources, and neither endorse nor accept responsibility or liability for any Content, advertising, products, or other materials on or available from such sites or resources.
- C. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any linked external site or resource.

- D. Our Social Media or the Host technology may contain links to other websites. We are not responsible for the privacy practices of other web sites. When you leave Our Social Media, we recommend that you read the privacy statements of each and every web site that collects personally identifiable information.

8.5. License and Copyrights

- A. Any Content you post on Our Social Media is licensed irrevocably and permanently to RGRTA, and we may treat the Content as public information subject to disclosure to third parties.
- B. Before you post copyrighted material on Our Social Media, you are responsible for obtaining permission from the original source.

8.6. Security

- A. Participation in Our Social Media is voluntary. You are fully responsible for maintaining the confidentiality of your login and for all activities that occur under your login. RGRTA cannot and will not be liable for any loss or damage arising from your failure to comply with this section.
- B. Exit from your account at the end of each session.

8.7. General Practices Regarding Use and Storage

- A. We may establish general practices and limits concerning use of Our Social Media, including without limitation, the maximum number of days that message board postings or other uploaded Content will be retained or displayed, and the maximum number of times (and the maximum duration for which) you may access Our Social Media in a given period of time.
- B. We accept no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by Our Social Media.

9.0 Modifications and Revisions

9.1. Modifications to Our Social Media or Revisions to This TOU

- A. We reserve the right to change our general practices and limits regarding use and storage at any time, at our sole discretion.
- B. We reserve the right at any time—and from time to time—to modify or discontinue, temporarily or permanently, Our Social Media (or any part thereof).
- C. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of Our Social Media (or any part thereof).
- D. Each Host offers features such as video and photo sharing, discussion forums, messaging, chat, and notifications. We reserve the right to alter the features available on Our Social Media without notice to you.
- E. We reserve the right to update Our Social Media TOU periodically without notice to you.
- F. If we change Our Social Media TOU significantly, we will provide a notice on Our Social Media.

10.0 Contacting Us

10.1. If you have questions about this TOU or wish to submit a complaint, formal public comment, suggestion, or compliment regarding RGRTA service, do so using the following methods:

- A. Call 585-288-1700 during business hours (M-F 8:00 AM to 5:00 PM); or
- B. Use the online form at <https://rts.secure.force.com/RTSContactUs/> any time.

10.2. Send a FOIL request to FOIL@myRTS.com.