

## Via App Terms of Use

### Summary

These terms and conditions (the “Terms”) set forth the entire agreement between you (also referred to as the “User” herein) and Via Mobility LLC (also referred to as “Via” and “we” herein) regarding your use of this mobile application (the “App”). Use or downloading of the App is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the App, you agree to such terms and conditions. We recommend you read these Terms carefully. We may modify these Terms at any time by posting revised Terms. Information respecting the services provided by Regional Transit Service (also referred to as “RTS” herein) in this App may be found in the “About” section of the App. Such transit-agency specific information may include but is not limited to: availability, eligibility, wait times, and other rules and regulations of such transit agency respecting the services it provides through this App.

### Your Account

You must set up a user account to use the App and provide your first and last name, your phone number and create a password. Creating an account and accessing the App is free. All information submitted by you to create your user account will be maintained by Via in accordance with its Privacy Policy. Should you wish to de-activate your account, please contact RTS Customer Service, who will contact Via on your behalf. By creating an Account you accept these Terms, and you agree to use only the then current version of the App in its unaltered, as published state on a compatible mobile device.

### Use of the App / AUP

Via grants you the right to download, install and use the mobile application on your mobile device only for your personal access information in accordance with these terms and conditions. You do not and will not own the mobile application or any information that is provided to you through it or Via, but you may use the application with these terms and conditions for the purposes reasonably intended by the parties. The mobile application is provided to you free of charge. It is only available so long as RTS is a customer of Via.

Via cannot guarantee that the App will work with every device or operating system, be suitable for your needs, or that it will work as anticipated in every configuration. You may not modify, copy, publish, license, sell, or otherwise commercialize this App or any information or software associated with this App. You may not rent, lease or otherwise transfer rights to this App. You may not use this App in any manner that could impair any of RTS’ sites in any way or interfere with any party’s use or enjoyment of any of RTS’ sites, including any use of this App that imposes or may impose an unreasonable or disproportionately large load on RTS’ infrastructure. You must use the App in compliance with all applicable laws. You must comply with applicable third-party terms of agreement when using this App (e.g. your wireless data service agreement). Your right to use this App and your User Account is subject to immediate termination if you violate any provision of these Terms or any of RTS’ rules, regulations, terms, and conditions.

### Other Terms

Via may change these Terms from time to time. When Via does so, Via will publish the new version of the Terms in the App. Each new version of these Terms will take effect from the time it is first published in the App, and apply to your use of the App from that point forward. Via cannot accept any liability for

any oral statement or representation regarding the App, whether made by us or a third party. If any provision of these Terms is found to be invalid by a court of law then the remainder of these Terms shall continue to apply to the greatest extent possible, excluding the unenforceable provision(s). You agree that no joint venture, partnership, employment, or agency relationship exists between you and Via as a result of these Terms or your use of the App. You and Via agree that the law of the United States and of New York State applies in interpreting these Terms and to any transaction consummated by or through the App. Any dispute between you and Via regarding the App or arising out of or in connection with these Terms may only be heard by United States Federal or Via State courts located in New York.

## **Data Changes on Your Device**

The App requires a correctly configured and functional wireless internet data connection (either cellular or Wi-Fi), both for the initial installation, and for the display of trip information. The App is free, but you will incur data charges for the use of the App depending on your individual agreement with your wireless data service provider. You are responsible for any such costs. Note that if you are using the App on a non-domestic network, the cost of data usage may be considerably higher than that incurred when you are in your home country. Via is unable to provide any warranties as to the levels of connectivity you will receive via your mobile device. Your levels of connectivity depend upon your tariff, your wireless data service provider, or your corporate policy if you have a work-issued device. Via does not accept responsibility for any connectivity issues you may experience. For this reason, you are encouraged to utilize the App in advance of your need in an area with adequate signal coverage. Please contact your network provider or visit their website if you require assistance configuring a data connection for your device.

## **Updates and Availability**

From time to time, Via may issue updates to the App, in which case you may not be able to continue to use the version of the App installed on your mobile device; you will be required to download and install the relevant update. Via may suspend access to the App. Via can do this for any reason, but will usually only do so when carrying out maintenance on the App or the systems supporting it. Via will always attempt to provide you with reasonable notice of any such suspension.

## **IP Rights**

The App is owned and operated by Via. Any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof, are and will remain the property of Via or RTS. Other company, product, or service names mentioned in this App may be trademarks of their respective companies. You may not copy, reproduce, republish, upload, post, transmit or distribute the App or any of its content without Via's or the RTS' prior written permission.

## **Limitation of Liability**

In no event will Via or RTS be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the App, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of warranty, contract, tort (including negligence), product liability or otherwise. Via is not liable to you for

any damage or alteration to your equipment including but not limited to computer equipment, handheld device, or mobile telephones as a result of the installation or use of the App. This limitation applies whether damages arise from use or misuse of and reliance on this App, from inability to use this App, or from the interruption, suspension, or termination of this App (including any damages incurred by third parties); and applies notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law. Nothing in these terms and conditions shall exclude or limit Via's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

## **Disclaimer of Warranties**

This application and the service(s) accessed by it, as well as any links to third-party linked sites (as defined below) are provided "as is" and "as available." Via expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights, and any warranties regarding the security, reliability, timeliness, and performance of this App.

You download and use this App at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of this App.

## **Indemnification**

You will indemnify and hold harmless Via and RTS and its officers, board members, agents and employees, from any claim made by any third-party arising in connection with a violation of these Terms for which you are responsible. RTS reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

## **Security**

The App will store certain personal information on your mobile device when you create your user profile. You should ensure that your mobile device is appropriately protected so that your stored details cannot be used or accessed by third parties. Please refer to our Private Policy on how we protect your information.

## **Hyperlinking**

This App may provide a link to other sites by allowing the user to leave this site to access third-party material or by bringing the third-party material into this site via "inverse" hyperlinks and framing technology (a "Linked Site"). Via has no discretion to alter, update, or control the content on a Linked Site. The fact that Via has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its offerings, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and Via urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site.