

511 PA MOBILE APPLICATION END USER TERMS OF USAGE

The Commonwealth of Pennsylvania (Commonwealth), acting through the Pennsylvania Department of Transportation (PennDOT), offers its 511 PA Mobile Application (Application) free of charge for personal, non-commercial use by the general public. The Application is designed to provide the public with timely and accurate travel advisories and other information to inform motorists' decisions.

The User acknowledges that the terms of agreement with his or her mobile network provider (Mobile Provider) will continue to apply when using the Application. As a result, User may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise.

By installing the Application, User agrees to be bound by the following End User 511 Application Terms of Usage (Appterm), without limitation or qualification. Please read these carefully and click the "I Accept" Button that appears below before using this Application.

Definitions

"Application" shall mean the software containing the data and information otherwise referred to as the "511 PA Mobile Application" (511 Mobile App).

"Parties" shall mean PennDOT and the User when referred to collectively.

"Personally identifiable information" shall mean information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Lawful Purposes

User agrees to access and use the 511 Mobile App. solely for lawful purposes. User is responsible for knowledge of and adherence to any and all laws, statutes, and regulations pertaining to the use of the 511 Mobile App.

Disclaimer of Liability

All included content is provided on an "as is" basis. PennDOT makes no claims, promises or guarantees about the accuracy, completeness, or adequacy of the content and expressly disclaims liability for any errors and omissions. No warranty of any kind, implied, expressed 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 the content of this 511 Mobile App. The use of any specific products, processes, or services, trade, firm, or corporate name is for the information and convenience of the general public, and does not constitute endorsement, recommendation, or preference by PennDOT.

Privacy Notice

No personally identifying information is transmitted to or stored on the 511 Mobile App's remote/ hosting systems. The Application will use the User's mobile device's built in GPS for location information so that information relevant to the User's location can be displayed. On the Application Screen, this is referred to as the "Main Switch," and User may deactivate this feature at any time by changing the selection to "Off." If this is deactivated, the Application will not send location information to User's devices until the switch is toggled to "On." At that point, the Application will estimate the location of the User based upon triangulation or GPS if enabled.

The Application will send User's data to the Application Provider for reporting purposes unless User opts out. This information will be sent back anonymously. No User or phone identifying information is transmitted to or stored on the Application's remote/hosting systems.

General usage data may be used for reporting purposes. Aggregated information that does not include personally identifiable information and non-identifying information and log data may be shared with third parties for the purpose of generating real time traveler information and services. No specific user identifiable data shall be stored by the Application or disclosed to third parties. PennDOT owns stored data and can use the data free of charge.

PennDOT respects the privacy of the User of this Application and takes due care to protect User's privacy. This Privacy Statement informs the User about what is transmitted and how PennDOT intends to use data. When User uses the Application, certain data is transmitted to and/or stored by the Application's hosting systems. This information will enable PennDOT to analyze traffic patterns and to determine Application usage so that PennDOT may improve Application services. This data may include:

- User's dynamic geographic location, based upon GPS or triangulation.
- The sound files transmitted.
- The time of each broadcast sound file.
- Latitude and longitude.
- Altitude.

- Application settings/preferences.
- Speed.
- Heading.
- Measurement accuracies.
- GPS.
- Date.
- The image files transmitted.
- The time sent for each image file.

Retention of Information

Subject to the disclosures in the App terms and applicable law, PennDOT will retain User's information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements.

Right to Change or Amend the Terms of Usage

PennDOT reserves the right to change, suspend, or withdraw the contents or its services or products at any time without prior notice. Any modification is effective immediately unless otherwise stated.

Limitation of Liability

In no event will PennDOT be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind arising out of User's use or access to the Application, including loss of profits, whether or not in contemplation of the Parties, whether based on breach of contract, tort (including negligence) or product liability. PennDOT will not be liable to User for any damage or alteration to User's equipment.

User agrees to use the Application responsibly and to avert any interaction with mobile devices while driving a motor vehicle. User understands and acknowledges that the Commonwealth Motor Vehicle Code (Vehicle Code) states that "No driver shall operate a motor vehicle on a highway or traffic way in this Commonwealth while using an interactive wireless communications device to send, read, or write a text-based communication while the vehicle is in motion." 75 Pa. C.S. Section 3316. User hereby acknowledges that User shall not text, email, or use any mobile device or agrees not to hold PennDOT liable for any cost, damage, accident or injury that arises from and/or is related to use of the Application or the traffic information it provides.

Use of Application Contents

The User is encouraged to print information and data (Content) that will enable User to make better use of the Application. User understands and agrees that no photographs, images, or other materials contained in this Application may be copied, downloaded, transmitted, distributed, or used in any other way, whether for commercial or pecuniary gain. User may display, copy, distribute, and download the Content for personal, non-commercial use only. User agrees not to modify the materials and to retain all copyright and other proprietary notices contained in the materials.

Termination

PennDOT may terminate use of the Application at any time by giving notice of termination to the User. Upon any termination, the rights granted to User shall terminate and User must cease all use of the Application.

Miscellaneous Provisions

The Apptermes and the legal relationship between the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Parties hereto, their successors and assigns consent to the jurisdiction of the courts of the Commonwealth with respect to any legal proceedings arising out of or related to the Apptermes.

The Apptermes constitute the complete and exclusive statement of the agreement between the Parties concerning the subject matter of the Application and supersede all other communications or representations or agreements.