**End User License Agreement**

**City of Janesville Mobile App Terms of Service**

This End-User License Agreement ("Agreement") governs the terms and conditions for use by you or any end user ("You") of this mobile application ("App") provided by City of Janesville. By downloading or using the App, you are agreeing to be bound by the terms and conditions of this Agreement. City of Janesville may modify this Agreement at any time; your continued use of the App shall constitute your agreement to the modified terms of this Agreement.

**Right to Use**

City of Janesville grants you a revocable, nonexclusive, nontransferable, limited license to download, install, and use the App solely for your personal, noncommercial purposes and to be used solely in accordance with the terms of this Agreement. All rights, title, and intellectual property interests in the App remain exclusively with City of Janesville.

By continuing to use this app, you agree to the terms of this End User License Agreement.

**Permissible Uses; Intellectual Property**

You agree not to use the App for any purpose that is unlawful or prohibited by this Agreement. Prohibited uses include, without limitation, the abuse or harassment of any person, transmitting defamatory, offensive, or other inappropriate materials, creating or transmitting spam, or the infringement or violation of the intellectual property rights of any entity. You agree that City of Janesville owns all right, title, and interest in and to this App. You agree not to, and you will not permit others to, license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the App. You agree not to modify, reverse-engineer, decompile, attempt to derive the source code of, create derivative works, decrypt, or otherwise modify the App. You may only use the App on a mobile product you own or control. You must comply with applicable third-party terms of agreement when using the App, including your wireless data service agreement.

**Rights in Data, Images and Recordings**

By transmitting any information, images, or recordings (audio or visual) through the App, you grant to City of Janesville and its agents and contractors an irrevocable, nonexclusive, worldwide, unlimited right to use, store, copy, reproduce, create derivative works, publicly display the work, perform the work, and sublicense all or any portion of these rights, in any manner and to the extent City of Janesville elects in its sole discretion. You warrant and represent that you have sufficient right and title in the material submitted to grant these rights to City of Janesville, and you agree to indemnify City of Janesville for any damage resulting from a breach of any representation or warranty of this paragraph. The rights granted pursuant to this paragraph shall survive the termination of this Agreement.

Account Information and Prequalification

To purchase a mobile ticket, You must have an account. You can create an account or log-in through the App. You must provide all information requested when creating an account. Certain discounted mobile tickets may require prequalification. If you believe you qualify for a discounted fare, you must visit the City of Janesville Transit Services Center or the Clerk-Treasurer’s Office at City Hall to obtain prequalification to purchase discounted mobile tickets through your account in the App.

**Refunds; Compensation**

All purchases made through the App are final; there will be no exchanges or refunds except for as indicated below. No compensation will be given for delays, including extreme weather, pedestrian incidents, road or highway conditions, track obstructions, and general or on-board emergencies. City of Janesville reserves the right, on a case-by-case basis, to offer refunds or compensation if City of Janesville determines, in its sole discretion, that a refund or compensation is appropriate.

**Automatic Payments**

Certain features of the App permit you to set up automatic purchases based on depleted funds, passes, or both. By signing up for any automatic payment functionality ("AutoBuy") through the App, you agree that City of Janesville is authorized to charge the card on file per the terms of Your AutoBuy selection. If the payment method(s) City of Janesville has on file for your AutoBuy selection are declined at the time for processing your AutoBuy selection, City of Janesville will make reasonable efforts to notify you (but is under no obligation to do so). It is your responsibility to provide a new eligible payment method through the App; City of Janesville reserves the right, with or without notice to you, to automatically remove you from the AutoBuy program. Once you have signed up for AutoBuy, unless you manually cancel AutoBuy through the App or your AutoBuy selection has expired, you understand your AutoBuy purchase will automatically continue and you authorize City of Janesville (without notice to you, unless required by applicable law) to collect the applicable AutoBuy fee and any taxes based on your selection, using any eligible payment method City of Janesville has on record for you.

**Information Collected; Public records**

By using the App, You agree to allow City of Janesville to collect, store, and utilize your account information, personal information, payment information, information regarding your device, and data regarding your use of the App. This information may include time, location, GIS information, website details, App usage details, cookies, or other metadata. City of Janesville will utilize this information solely for governmental purposes, and will not sell your data to any third party but may share the information with third parties. City of Janesville is subject to the public records laws of the State of Wisconsin, and any information that you transmit using the App may be a public record and subject to disclosure.

**Functionality; Indemnification; Limitation of Liability**

The App is provided to you on an "as is" basis. As such, to the fullest extent permitted by law, City of Janesville makes no warranties whatsoever, whether expressed or implied, including any warranties regarding merchantability or fitness for a particular purpose. City of Janesville does not warrant that the App or your use of the App will be uninterrupted or error-free, or that any data or materials transmitted using the App will be secure or protected. City of Janesville is not responsible for any damage to your device or loss of data, including without limitation related to any data breach, security breach, or operating system vulnerability. City of Janesville and its contractors and agents shall not be liable to you for any harm resulting from your use or inability to use this App, or from interruption, suspension, or termination of this App. Such limitation of liability includes direct, indirect, incidental, consequential, special, exemplary, and punitive damages, regardless of the basis of a claim.

You agree to hold City of Janesville, its agents, and contractors harmless in the event

of consequential, special, exemplary, and punitive damages, regardless of the basis of a claim. You agree to hold City of Janesville, its agents, and contractors harmless in the event of any loss, injury, or damages that occur to you or otherwise arise in connection with your use of the App. City of Janesville may periodically update or modify the App, including to improve performance and functionality, but City of Janesville does not guarantee or provide any support and maintenance of the App or your use of the App. City of Janesville reserves the right to modify, suspend, or discontinue, temporarily or permanently, the App or any service to which it connects, with or without notice and without liability to you.

**Hyperlinking**

This App may provide a link to other sites by allowing you to leave the App to access third-party material or other applications on your device (a "Linked Site"). City of Janesville does not control Linked Sites. City of Janesville has no discretion to alter, update, or control the content on a Linked Site. Nothing in this Agreement shall be construed as City of Janesville endorsing, authorizing, sponsoring, or being affiliated with the Linked Site and its offerings.

**Termination**

City of Janesville may terminate this Agreement at any time and for any reason whatsoever, by discontinuing the App, with or without prior notice to you. You may terminate this Agreement by deleting the App from your devices. Upon termination of this Agreement, you shall cease all use of the App and delete all copies of the App from your devices.

**Applicable law; Venue; Jurisdiction**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement shall be governed by the laws of the State of Wisconsin, and any action arising out of or in connection with this Agreement or the App shall be subject to the exclusive jurisdiction of the state in and for City of Janesville, Wisconsin. You agree to submit yourself to the personal jurisdiction of the state courts in and for City of Janesville, Wisconsin.