

THESE TERMS OF USE (“**TERMS**”) ARE A LEGAL CONTRACT BETWEEN YOU AND Rhode Island Public Transit Authority (“**US**” OR “**WE**”). THEY GOVERN YOUR INSTALLATION AND USE OF THE **FLEX ON DEMAND** APPLICATION (THE “**APP**”), AS WELL AS YOUR ACCESS TO AND USE OF ALL SERVICES PROVIDED THROUGH OR ENABLED BY THE APP (THE “**SERVICES**”).

PLEASE READ CAREFULLY, SINCE THIS DOCUMENT INCLUDES LIMITATIONS OF LIABILITY AS WELL AS DISCLAIMERS OF WARRANTIES, AND OTHER TERMS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU LACK CAPACITY OR AUTHORITY TO AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE APP OR ACCESS THE SERVICES.

SCOPE OF SERVICES

The App and Services contain material that RIPTA produces and owns to make mobility services easier to use. This material includes, but is not limited to software, text, graphics and images ("Transit Content"), and the locations of public transit. While third parties are the primary provider of information, RIPTA may develop additional information. RIPTA works to ensure that the information is correct and up to date. However, RIPTA cannot reasonably verify all of this information. If the information provided by third parties is inaccurate or incomplete, your ability to effectively use the App or Services may be compromised through no fault of RIPTA.

To access certain services, you may be required to create an account. By creating the account, you agree to accept all responsibility for actions and activities that occur using that account.

RIPTA’s ability to deliver all the functionality of the Services requires a stable data connection and access to locational services like GPS. If your phone’s ability to access data via wireless networks or the Internet is compromised, the Services may be delivered incompletely, slowly, inaccurately, or not at all. Through no fault of RIPTA, these connectivity problems may compromise your ability to effectively use the App or Services and we do not accept any responsibility for any problems or damages which might occur.

The Services also depend on your device. If your device is damaged, not compatible with the App (including updates to the App), or if you have turned off permissions on which the App relies to deliver all the functionality of the Services (such as location sharing), then your ability to effectively use the App or Services may be compromised through no fault of RIPTA, and we do not accept any responsibility for any problems or damages which might occur.

From time-to-time, RIPTA may need to make the App or the Services unavailable in order to fix bugs, perform maintenance, install updates, or similar tasks that improve the overall service RIPTA delivers. RIPTA makes every effort to do so during times that have the least impact, but RIPTA does not accept any responsibility for problems or damages that occur because of App or Services unavailability for these reasons.

Finally, RIPTA's ability to effectively deliver the Services via the App depends on you having access to the latest version of the App. If you delay or refuse updates to the App, this may compromise or completely prevent RIPTA from delivering the Services. RIPTA does not accept any responsibility for any problems or damages which might occur.

REVOCAION OR SUSPENSION OF PRIVILEGES

We reserve the right at any time to terminate or suspend your use of some or all of the App if you engage in activities that we conclude, in our discretion, breach RIPTA's Code of Conduct.

DISCLAIMER OF WARRANTIES

RIPTA and its Third-Party Vendors do not promise that the App will be error-free or uninterrupted, or that the programs, services, and features offered on the App will be provided error-free or uninterrupted. RIPTA does not guarantee that schedules or directions provided to you will be accurate. The App, and all of the programs and services on the App are available on an "AS IS" and "AS AVAILABLE" basis. RIPTA and its Third-Party Vendors do not warrant or represent that the App will be free of viruses or other harmful features. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RIPTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THE APP AND RELATED SERVICES IS AT YOUR SOLE RISK.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL RIPTA OR ITS THIRD-PARTY VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF, OR ARE RELATED TO, YOUR USE OF THE APP, ITS PROGRAMS, SERVICES, OR CONTENT. IN NO EVENT SHALL THE RIPTA'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE APP OR ANY PROGRAMS OR SERVICES YOU RECEIVE FROM THE APP EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO RIPTA FOR SUCH SITE PROGRAMS OR SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

INDEMNITY

You agree to defend, indemnify, and hold RIPTA and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

ASSIGNMENT

These Terms shall not be assignable by you, either in whole or in part. RIPTA reserves the right to assign its rights and obligations under these Terms.

TERMINATION AND SURVIVAL

RIPTA may terminate these Terms without cause and without prior notice if we choose to discontinue the App, the Services, or both. You may terminate these Terms without cause at any time by uninstalling the App and ceasing to use the Services.

GENERAL

These Terms shall be governed in all respects by the laws of the State of Rhode Island. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Rhode Island. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. RIPTA's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between RIPTA and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

MODIFICATIONS TO THESE TERMS

If we modify these Terms, any such modifications will take effect immediately and will be binding upon your subsequent access to the App. Please feel free to print out a copy of these Terms for your records.