Last Updated: February 2024

### **Privacy Policy for Lake Havasu City Transit**

#### Introduction

This Privacy Policy outlines how Lake Havasu City Transit ("we", "us", "our," "Lake Havasu City Transit") collects, uses, discloses, and safeguards your information when you use our application. This policy is designed to help you understand our practices and your rights in relation to your personal data.

#### **Information Collection**

We collect information that you provide directly to us when you use our services. This may include personal details such as your name, email address, phone number, and payment information. Additionally, we automatically collect certain information when you use our app, such as your location, device information, and usage data.

### **Use of Information**

The information we collect is used to provide, maintain, and improve our services. This includes using your location to offer real-time transit information, processing payments, and communicating with you about our services. We may also use the information for analytics purposes to enhance the functionality and user experience of our app.

### **Data Sharing and Disclosure**

We do not sell your personal information. However, we may share your information with third parties for purposes such as facilitating our services, complying with legal obligations, or in connection with a business transfer. We ensure that these third parties adhere to strict data protection standards.

### **Data Security**

We implement robust security measures to protect your information from unauthorized access, alteration, disclosure, or destruction. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee its absolute security.

## **Your Rights**

You have certain rights regarding your personal information, including the right to access, correct, or delete your data, as well as the right to withdraw consent to its use. To exercise these rights, please contact us using the information provided below.

### **Changes to This Policy**

We may update this policy from time to time. We will notify you of any changes by posting the new policy on this page and updating the "Last Updated" date.

#### **Contact Us**

If you have any questions about this Privacy Policy, please email us at Inctransit.gov

Last Updated: February 2024

## Terms of Use for Lake Havasu City Transit

### **Acceptance of Terms**

By accessing or using Lake Havasu City Transit, you agree to be bound by these Terms of Use. If you do not agree to these terms, please do not use our services.

#### **Use of Services**

Our services are intended to provide you with transit information and related functionalities. You agree to use our services only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the services.

You agree not to distribute in any medium any part of the website or app without prior written authorization from Lake Havasu City Transit.

You agree not to alter or modify any part of the website or the app.

You agree not to use the website or app for any commercial use, without the prior written authorization of Lake Havasu City Transit.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the website or app in a manner that sends more request messages to Lake Havasu City Transit servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser or application. Notwithstanding the foregoing, Lake Havasu City Transit grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Lake Havasu City Transit reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the website and app, nor to use the communication systems provided by the website or app (e.g. blog comments, email) for any commercial solicitation purposes.

In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service and all applicable local, national, and international laws and regulations.

Lake Havasu City Transit reserves the right to discontinue any aspect of the website or app at any time.

## **Intellectual Property**

The content, features, and functionality of the app, including but not limited to text, graphics, and software, are owned by Lake Havasu City Transit and are protected by intellectual property laws.

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#### **Disclaimers**

Our services are provided "as is" without any warranties of any kind. We do not guarantee the accuracy, completeness, or timeliness of the information provided through our app. We are not liable for any decisions or actions taken based on the information provided in our services.

# **Limitation of Liability**

In no event shall Lake Havasu City, its officers, directors, employees, volunteers, or agents be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in relation to your use of our services, whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website or app, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our website or app, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our website or app by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content made available via the website or app, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## Indemnity

You agree to defend, indemnify and hold harmless Lake Havasu City, its officers, directors, employees, volunteers, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the website and/or app; or (ii) your violation of any term of these Terms of Service. This defense and indemnification obligation will survive these Terms of Service and your use of the website and/or app.

### **Governing Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the jurisdiction in which Lake Havasu City Transit operates, without regard to its conflict of law provisions.

#### **Changes to Terms**

We reserve the right to modify these Terms of Use at any time. We will provide notice of any significant changes by updating the "Last Updated" date at the top of these terms.

## **Contact Information**

If you have any questions or concerns about these Terms of Use, please email us at transit@lhcaz.gov