

**Terms and Conditions of Access and Use of the Chittenden County Regional  
Planning Commission's Real Time Travel Data Information**

The Chittenden County Regional Planning Commission (“CCRPC”), in collaboration with the Vermont Agency of Transportation (“VTrans”), received federal grant funds to implement a real-time traffic monitoring system using Bluetooth technology. This project included installing 33 Bluetooth sensors at key locations along five major corridors in Chittenden County.

The CCRPC selected Gannett Fleming, (the “Consultant”), and executed an agreement with it to design, procure equipment, install and maintain the system. The Consultant procured equipment from TrafficCast (the “Vendor”) and executed a contract with it to supply equipment, host the data on Vendor’s server, and provide a web application for a five-year period. The Consultant also contracted with ECI Inc. to install the equipment and provide local resources to maintain the system for five years. At the end of the five-year maintenance period, it is anticipated that the system will be integrated with the VTrans real-time traffic monitoring system.

Third parties may access the real-time traffic monitoring data and information provided through the website by submitting a written request to CCRPC, which will coordinate the provision of login details, subject to the following terms, conditions, disclaimers and other provisions contained herein (the “Terms and Conditions”).

- (1) To access the real-time traffic monitoring data available through the Vendor’s website (<https://bluetooth.trafficcast.com/>) (the “website”) you must agree to the Terms and Conditions of access and use set forth herein.
- (2) By accessing the website, you understand and agree that the CCRPC will treat your use of the site as acceptance of these Terms and Conditions from that point on. CCRPC reserves the sole right and discretion to determine whether your use of the site complies with the Terms and Conditions.
- (3) By accessing the website, you agree that you will not use the real-time travel information, data and/or the website for any unlawful activity or in any manner which violates these Terms and Conditions. Any such use will authorize CCRPC to immediately terminate your use of and/or access to this service.

## **DISCLAIMER OF WARRANTIES**

No warranty, express or implied, is made regarding the accuracy, adequacy, completeness, legality, reliability or usefulness of any of the real-time travel information found on the Vendor's website. Rather, all warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, are expressly disclaimed. User assumes all risks associated with any errors or omissions in the real-time travel information and data and all other information located on or accessible through the website. Users that identify any errors or omissions on the website or in any real-time travel information or data are encouraged to report them to CCRPC.

## **DISCLAIMER OF LIABILITY**

The CCRPC shall not be held liable for any improper or incorrect use of the information or data located or accessible through the website. CCRPC expressly disclaims responsibility for anyone's use of the real-time data or information on the website and in no event shall it be liable for any direct, indirect, incidental, special, exemplary or consequential damages, however caused and on any theory of liability, whether in contract, strict liability, tort, including negligence, or otherwise, arising in any way out of the use of the website or the CCRPC real-time traffic monitoring system. Users of the real-time data feeds are responsible for their own programming, and any associated resources needed to download, store and use the data, and this disclaimer of liability applies to any damages or injury arising from or related thereto.

## **PRIVACY**

User agrees to comply with all applicable federal, state, and local laws and regulations regarding content and information which is considered private or non-public, and which is protected from publication or dissemination by such laws and regulations. User further agrees to hold harmless and indemnify CCRPC for any unauthorized release or dissemination of any content or information in violation of any applicable federal, state, or local laws and regulations.

## **TERMINATION OF USE**

CCRPC shall have sole authority to terminate the use of the feed by any user at their discretion for any reason and without notice or limitation.

CCRPC may impose or adjust a limit on the number of transactions private access users may send or receive through the site, at its sole discretion.

**CHOICE OF LAW AND VENUE**

The foregoing Terms and Conditions and all other provisions of this document shall be governed by and construed in accordance of the laws of the State of Vermont. By using the website and the service provided in connection therewith, you expressly agree that the exclusive jurisdiction for any claim or action arising out of these Terms and Conditions, and your use of the real-time travel data and information and website, shall be the Vermont Superior Court, Civil Division, Chittenden Unit.

THIS FORM SHALL BE EXECUTED BY USER AND RETURNED TO CCRPC.

USER

By: \_\_\_\_\_ Date: \_\_\_\_\_

[For himself/herself OR Its Duly Authorized Agent]

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Organization (If Applicable): \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_