

-- Guest Wi-Fi Terms and Conditions --

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By using Des Moines Area Regional Transit Authority's (sometimes referred to as "us", "our", "owner", "provider", and/or "we") internet service (the "Service"), you hereby expressly acknowledge and agree that there are significant security, privacy, and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

Accordingly, you agree that the owner and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking, or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

Use of the wireless network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorized behavior is detected, including heavy consumption of bandwidth, we reserve the right to, and will, permanently disconnect the offending device/user from the wireless network.

- Examples of Illegal Uses -

The following are representative examples only and do not comprise a comprehensive list of illegal uses:

1. Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
2. Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights (including without limitation violations under the Digital Millennium Copyright Act ("DMCA")), trademarks, service marks, trade secrets, or any other proprietary right of any third party.
3. Accessing illegally, or without authorization, computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
4. The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
5. Export Control Violations
6. Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
7. Uttering threats;
8. Distribution of pornographic materials to minors; and
9. Child pornography.

- Examples of Unacceptable Uses -

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e. torrents)
2. Obscene or indecent speech or materials
3. Defamatory or abusive language
4. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
5. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. Facilitating a Violation of these Terms of Use
7. Hacking
8. Distribution of Internet viruses, Trojan horses, or other destructive activities
9. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
10. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
11. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
12. Seeking information on passwords or data belonging to another user.

13. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.
14. Intercepting or examining the content of messages, files or communications in transit on a data network.

- No Editorial Control -

We do not review or exercise any editorial control over the content or materials made available over the Internet by third parties, including without limitation any electronic mail transmissions, newsgroups, or the like. However, we may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject us to liability, or may violate these Terms of Use. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. **Violation of these Terms of Use may result in the suspension or termination of access to the Service.**

- DMCA Notices –

We respect the intellectual property rights, including without limitation copyrights, of others. We comply with the Digital Millennium Copyright Act ("DMCA"). This section sets out how we do that, including steps copyright owners should take if they believe that their copyrights have been infringed.

How to File a DMCA Notice:

If you are a copyright owner, or authorized to act on behalf of one, and you believe that the copyrighted work has been utilized on our Service in a way that constitutes copyright infringement, please deliver a written DMCA Notice to our Designated DMCA Agent at the contact information provided below.

Your Written DMCA Notice Must Include:

1. Include a physical or electronic signature of someone authorized to act on behalf of the copyright owner;
2. Identify the copyrighted work(s) that you are claiming is/are being infringed;
3. Identify the content that is claimed to be infringing and the URL or other description of where it is located on the Service;
4. Provide reasonably sufficient information to permit us to contact you, including your address, telephone number, and, email address;
5. Provide a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. Provide a statement, that the information in the DMCA Notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner.

Designated DMCA Agent Contact Information:

Brick Gentry, P.C.
ATTN: Brian Laurenzo
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
brian.laurenzo@brickgentrylaw.com

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In accordance with the DMCA and other applicable law, it is Our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who infringe or repeatedly infringe the rights of others or otherwise post unlawful content.

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- Disclaimer of Warranties -

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- Limitation of Liability -

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INTERCEPTION OF TRANSMISSIONS, LOSS OF DATA, FILE CORRUPTION, HACKING OR DAMAGE TO YOUR COMPUTER OR NETWORK THAT RESULTS FROM THE TRANSMISSION OR DOWNLOAD OF INFORMATION OR MATERIALS THROUGH THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE SERVICE, FROM ANY CHANGES TO THE SERVICE, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

YOU SPECIFICALLY AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, TORTIOUS, OR ILLEGAL CONDUCT OF YOURS OR OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, ARISING ON, FROM, OR IN CONNECTION WITH THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN CONDUCT IN USING THIS SERVICE, AND WILL INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIMS, LIABILITY, DAMAGES OR COSTS THAT RESULT FROM YOUR CONDUCT IN USING THIS SERVICE.

IF YOU ARE DISSATISFIED WITH THE SERVICE, THE MATERIALS AVAILABLE ON OR THROUGH THE SERVICE, OR WITH ANY PROVISIONS IN THIS LEGAL NOTICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

LAST UPDATED 12/01/2020