

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION PRIVACY POLICY AND TERMS OF USE

Last Updated: August 21, 2024

About CityBus

Greater Lafayette Public Transportation Corporation (dba CityBus) (“us”, “we”, or “our”) operates the <https://www.in.gov/citybuslafayette> (gocitybus.com) website, in addition to associated mobile applications MyCityBus, CityBus Flex, and Token Transit (the “Service”).

This page informs you of our terms of use as well as our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We will not use or share your information with anyone except as described in this Privacy Policy. We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information, and pages visited. We will not sell your personally identifiable information to anyone.

We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions listed below.

Contact Us

If you have any questions about this Privacy Policy and Terms of Use, please contact us at ridehelp@gocitybus.com or CityBus, 1250 Canal Rd, Lafayette, IN 47904, 765-423-2666.

Privacy Policy

Information Collection and Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your name, phone number, email address or other information (“Personal Information”).

We collect this information for the purpose of providing the Service, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, and improving our services.

Log Data

We collect information that your browser sends whenever you visit our Service (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services that collect, monitor, and analyze this type of information to increase our Service’s functionality. These third-party service providers have their own privacy policies addressing how they use such information.

Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information to improve our services for you.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

Communications

We may use your Personal Information to contact you with newsletters, surveys, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Compliance with Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Security

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

However, please be aware that no method of transmission over the Internet, or method of electronic storage, is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

International Transfer

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the information, including Personal Information, to the United States and process it there.

Your consent to this Privacy Policy, followed by your submission of such information, represents your agreement to that transfer.

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Only persons aged 18 or older have permission to independently access our Service. Our Service does not independently address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your Children have provided us with Personal Information, please contact us. If we discover that a Child under 13 has provided us with Personal Information, we will delete such information from our servers.

Changes to This Privacy Policy

This Privacy Policy is effective as of August 21, 2024, and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Terms of Use

Your Acceptance

By using and/or visiting this website (collectively, including all content and functionality available through the gocitybus.com domain name, the “CityBus Website”, or “Website”), you signify your agreement to (1) these terms and conditions (the “Terms of Use”), and (2) CityBus’ privacy policy, found at <https://www.in.gov/citybuslafayette/privacy-policy-and-terms-of-use> incorporated here by reference. If you do not agree to any of these terms or the CityBus privacy policy, please do not use the CityBus Website.

Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version <https://www.in.gov/citybuslafayette/privacy-policy-and-terms-of-use>.

CityBus may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

CityBus Website

These Terms of Service apply to all users of the CityBus Website, including users who are also contributors of content, information, and other materials or services on the Website. The CityBus Website includes all aspects of this web site, including but not limited to all products, software and services offered via the website such as the Plan a Trip feature, MyRide products, and other applications.

The CityBus Website may contain links to third-party websites that are not owned or controlled by CityBus. CityBus has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, CityBus will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve CityBus from all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the CityBus Website and to read the terms and conditions and privacy policy of each other website that you visit.

Permissions and Restrictions

CityBus hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Website without prior written authorization from CityBus.
2. You agree not to alter or modify any part of the Website.
3. You agree not to use the Website and its associated data or information for any commercial use, without the prior written authorization of CityBus.
4. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the CityBus 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. Notwithstanding the foregoing, CityBus 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. CityBus 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, nor to use the communication systems provided by the Website (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 Use and all applicable local, national, and international laws and regulations.

CityBus reserves the right to discontinue any aspect of the Website at any time.

Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE CITYBUS WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CITYBUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. CITYBUS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR 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, (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, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE 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 THE USE OF ANY CONTENT MADE AVAILABLE VIA THE CITYBUS WEBSITE. CITYBUS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CITYBUS WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CITYBUS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability

IN NO EVENT SHALL CITYBUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES 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, (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, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE 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 CITYBUS WEBSITE, 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.

The Website is controlled and offered by CityBus from its facilities in the United States of America. CityBus makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Indemnity

You agree to defend, indemnify and hold harmless CityBus, its officers, directors, employees and agents, from and against 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 CityBus Website; or (ii) your violation of any term of these Terms of Use. This defense and indemnification obligation will survive these Terms of Use and your use of the CityBus Website.

Ability to Accept Terms of Use

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CityBus without restriction.

General Use of the Website

You agree that: (i) the CityBus Website shall be deemed solely based in Indiana; and (ii) the CityBus Website shall be deemed a passive website that does not give rise to personal jurisdiction over CityBus, either specific or general, in jurisdictions other than Indiana. These Terms of Use shall be governed by the internal substantive laws of the State of Indiana, without respect to its conflict of laws principles. Any claim or dispute between you and CityBus that arises in whole or in part from the CityBus Website shall be decided exclusively by a court of competent jurisdiction located in Tippecanoe County, Indiana.

These Terms of Use, together with the Privacy Policy and any other legal notices published by CityBus on the Website, shall constitute the entire agreement between you and CityBus concerning the CityBus Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CityBus' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. CityBus reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the CityBus Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

YOU AND CITYBUS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE CITYBUS WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.