

**City of Knoxville / Knoxville Area Transit
KATBUS Mobile Application (“KATbus Tracker App”)
Terms & Conditions of Use**

Please read the following information carefully before using this service supplied by the City of Knoxville’s Transit Provider, Knoxville Area Transit (hereinafter “KAT”). Users may not use the mobile application (hereinafter “KATbus Tracker App”) without accepting the following Terms and Conditions. The City of Knoxville may modify these terms at any time by posting revised terms on the App and/or the City’s or KAT’s website.

1. Consent and Acceptance of Terms and Conditions of Use:
BY ENTERING, USING, DOWNLOADING OR TEXTING the KATbus Tracker App, User represents that:

- A. USER has read, understood, and accepts the terms and conditions described herein.**
- B. USER is at least eighteen (18) years of age or has permission from parent or legal guardian*¹.**

If User does not agree to the terms of this Agreement, User may not connect, access, download or use the KATbus Tracker App in any manner. Electronic acceptance of the Agreement by downloading the KATbus Tracker App has the same effect as if User had actually signed the Agreement. The effective date of this Agreement is the date that User downloads or texts the KATbus Tracker App.

2. Use of KAT Transit App:

The KATbus Tracker App provides USERS with the ability to plan and optimize public transportation trips. This includes providing Users with public transit related information including

¹ * Users under the age of 18 must obtain approval from their parents or legal guardians prior to use.

live map information, line and station views, live arrivals and departures, estimated times of arrival and service alerts. It also includes relevant information regarding the locations of transit stops and frequency of transit routes, and User advisories.

3. KAT Transit App Availability:

KAT will provide the KATbus Tracker App on both the Google Play Store and Apple App Store:



User may also Text 22827 with the message KAT <bus stop>. Access to the KATbus Tracker App is provided as a convenience and no service level agreement of availability is promised. User is responsible for all data charges incurred when using the KATbus Tracker App.

4. Changes to the Service:

The KATbus Tracker App may be suspended or terminated at any time (either permanently or temporarily) and the City and/or KAT shall have no liability to any User for such temporary or permanent cessation. The City and KAT reserve the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the KATbus Tracker App (or any part thereof, including but not limited to the Content) without notice, at any time and at its sole discretion. User hereby acknowledges that the Content provided under the KATbus Tracker App may be changed, extended in terms of content and form or removed at any time without any notice to you. User agrees that the City and/or KAT shall not be

liable to you or to any third party for any modification, suspension, or discontinuance of the KATbus Tracker App.

5. Fee for KATbus Tracker App:

At this time, the KATbus Tracker App is provided "free of charge" as a value added service to the citizens, visitors, employees, and vendors of KAT locations.

6. User Responsibilities:

- A. User must provide a phone including cellular service and/or internet access to connect to the KATbus Tracker App. User is responsible for ensuring that the mobile device that you operate the KATbus Tracker App on has the required version of the relevant operating system.
- B. User must comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws.
- C. User agrees to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the KATbus Tracker App and (2) all communications that User sends or receives.
- D. User must protect the security of any data User sends using the KATbus Tracker App, as well as the security of User's Mobile Device.
- E. User understands and agrees that the City and KAT are not liable for any errors or omissions in the information or content or for any damages or loss you might suffer in connection to using the KATbus Tracker App.
- F. By using the KATbus Tracker App, User hereby releases the City and/or KAT from all liability to USER having acquired or not acquired information utilizing the KATbus Tracker App.

7. Limitation of Liability:

The City of Knoxville and/or KAT does not warrant that the KATbus Tracker App will be available at all times or that when it is available it will function without error. The availability and functionality of the KATbus Tracker App depends on various factors, such as communication networks, software, hardware, and service providers. User acknowledges and agrees that the City of Knoxville and/or KAT will not be liable for User's reliance on the KATbus Tracker App for any reason whatsoever and shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, including direct, indirect, special, incidental or consequential damages of any kind, resulting from or arising out of the use of or reliance on any services, content, products or other materials available on the KATbus Tracker App.

8. User Information Is Not Confidential.

User understands and agrees that User Content is non-confidential. The City of Knoxville and/or KAT may disclose your communications and activities using the APP in response to lawful requests by governmental authorities, including the Tennessee Open Records Act, Patriot Act requests, and judicial orders. You hereby warrant that your User Content is true, current, accurate and complete.

9. Use Restrictions: There are certain conducts, which are strictly prohibited on and/or with respect to the KATbus Tracker App. User's failure to comply with the provisions set forth below may result (at the City's sole discretion) in the termination or suspension of User's access to the App and may also expose User to liability.

User may not, whether by User or anyone on User's behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble the KATbus

Tracker App (or any part thereof); (ii) use the KATbus Tracker App in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party's right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the KATbus Tracker App without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the KATbus Tracker App any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the KATbus Tracker App, or the servers or networks that host the KATbus Tracker App, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the KATbus Tracker App; (viii) frame or mirror any part of the KATbus Tracker App without the City of Knoxville's prior express written authorization; (ix) create a database by systematically downloading and storing all or any of the content from the KATbus Tracker App; (x) impersonate any person or entity or provide false or misleading personal information; (xi) use the KATbus Tracker App for any illegal, immoral or unauthorized purpose; (xii) use the KATbus Tracker App for non-personal or commercial purposes without the City of Knoxville's express prior written consent.