

Terms of Use

Terms of Use

Effective Date: March 15, 2024

1. Your Acceptance

a. By using and/or visiting this website (collectively, including all content and functionality available through the bwbus.com domain name, the “Website”) or its associated app (the “App”), you signify your agreement to (1) these terms and conditions (“Terms of Service”), and (2) the privacy policy, found at bwbus.com incorporated here by reference. If you do not agree to any of these terms or the privacy policy, please do not use the Website or the App.

b. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version at www.bwbus.com/terms-of-use. The Blue Water Area Transportation Commission, may, in its sole discretion, modify or revise these Terms of Service 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.

2. Blue Water Area Transportation Commission Website and App

a. These Terms of Service apply to all users of the Website and App, including users who are also contributors of content, information, and other materials or services on the Website and App. The Website and App include all aspects of this website and its associated app, including, but not limited to, all products, software, and services offered via the website, such as the Via application, and other applications.

b. The Website and App may contain links to third party websites that are not owned or controlled by the Blue Water Area Transportation Commission. The Blue Water Area Transportation Commission has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Blue Water Area Transportation Commission will not and cannot censor or edit the content of

any third-party site. By using the Website or App, you expressly relieve the Blue Water Area Transportation Commission from any and all liability arising from your use of any third-party website.

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

3. General Use of the Website and App — Permissions and Restrictions

Blue Water Area Transportation Commission hereby grants you permission to access and use the Website and App as set forth in these Terms of Service, provided that:

a. You agree not to distribute in any medium any part of the Website or App without prior written authorization from Blue Water Area Transportation Commission.

b. You agree not to alter or modify any part of the Website or the App.

c. You agree not to use the Website or App for any commercial use, without the prior written authorization of the Blue Water Area Transportation Commission.

d. 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 the Blue Water Area Transportation Commission 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, Blue Water Area Transportation Commission 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. Blue Water Area Transportation Commission 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 and email) for any commercial solicitation purposes.

e. 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.

f. The Blue Water Area Transportation Commission reserves the right to discontinue any aspect of the Website or App at any time.

4. Warranty Disclaimer

a. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BLUE WATER AREA TRANSPORTATION COMMISSION, ITS BOARD MEMBERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE BLUE WATER AREA TRANSPORTATION COMMISSION MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S OR APP'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE OR THE APP 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 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 THE APP; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE OR THE APP BY ANY THIRD PARTY; AND/OR (VI) 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 WEBSITE OR THE APP. THE BLUE WATER AREA TRANSPORTATION COMMISSION DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR APP OR ANY HYPERLINKED WEBSITE OR APP OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BLUE WATER AREA TRANSPORTATION COMMISSION 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.

5. Limitation of Liability

a. IN NO EVENT SHALL THE BLUE WATER AREA TRANSPORTATION COMMISSION, ITS, BOARD MEMBERS, 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 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; (V) 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 (VI) 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.

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

6. Indemnity

a. You agree to defend, indemnify, and hold harmless the Blue Water Area Transportation Commission, its board members, directors, employees 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.

7. Ability to Accept Terms of Service

a. 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 Service, and to abide by and comply with these Terms of Service.

8. Assignment

a. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Blue Water Area Transportation Commission without restriction.

9. General

a. You agree that (i) the Website and App shall be deemed solely based in Michigan and (ii) the Website and/or App shall be deemed a passive website and/or application that does not give rise to personal jurisdiction over Blue Water Area Transportation Commission, either specific or general, in jurisdictions other than Michigan. These Terms of Service shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. Any claim or dispute between you and the Blue Water Area Transportation Commission that arises in whole or in part from the Website or App shall be decided exclusively by a state court of competent jurisdiction located in St. Clair County, in the State of Michigan. These Terms of Service, together with the Privacy Policy and any

other legal notices published on the Website or App, shall constitute the entire agreement between you and the Blue Water Area Transportation Commission concerning the Website or App. If any provision of these Terms of Service 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 Service, which shall remain in full force and effect. No waiver of any term contained in these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and the Blue Water Area Transportation Commission's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. The Blue Water Area Transportation Commission reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Website or App following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND THE BLUE WATER AREA TRANSPORTATION COMMISSION AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.