

Traveler Information Terms and Conditions of Use and Access and Development (“Terms”) for the Vermont Agency of Transportation (“VTrans”)

By accessing this website, you agree that you will not use the site for any unlawful activity or in any manner which violates the following terms and conditions. Any such use will immediately terminate your use of and/or access to this service.

In order to use this Traveler Information website you must agree to the Terms. You can accept the Terms by:

- (a) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for the Service; or
- (b) using the information within the site. In this case, you understand and agree Vermont Agency of Transportation (“VTrans”) will treat your use of the site as acceptance of the Terms from that point onwards.

VTrans reserves the sole right and discretion to determine whether your use of the site is in compliance with these Terms.

Disclaimer of Warranties

Although the data found on this website has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding the accuracy, adequacy, completeness, legality, reliability or usefulness of any of the information. This disclaimer applies to both isolated and aggregate uses of the information.

All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, are expressly disclaimed.

Information provided by this feed is disseminated on an “as is” and “as available” basis, and neither VTrans nor Leidos, Inc. shall be contractually required to vouch for its accuracy. In particular, VTrans and Leidos, Inc. do not represent or warrant to Traveler Information users that:

- Their use of this service will meet their requirements;
- Their use of this service will be uninterrupted, timely, secure, or free from error;
- That any information obtained by them as a result of their use of this service will be accurate or reliable; and
- That any defects in the operation or functionality of any software provided under this service will be corrected.

Data can quickly become out-of-date. Electronic data can be altered subsequent to original distribution. It is recommended that careful attention be paid to the contents of any metadata associated with each feed and to actual road conditions and limitations,

including traffic signs, signals, and pavement markings; weather; and construction and maintenance. Users that find any errors or omissions in any Traveler Information data are encouraged to report them to VTrans or the agency responsible for the data.

Limitation of Liability

Neither VTrans nor Leidos, Inc. shall be held liable for any improper or incorrect use of the data described and/or contained in the Traveler Information feeds. Neither VTrans nor Leidos, Inc. assumes responsibility for anyone's use of the information in the Traveler Information feeds. In no event shall VTrans nor Leidos, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; infringement of privacy; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort, including negligence or otherwise, arising in any way out of the use of this system, even if advised of the possibility of such damage.

Users of the Traveler Information data feeds are responsible for their own programming and any associated resources needed to download, store, and use the data. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Neither VTrans nor Leidos, Inc. shall be liable for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages derived from or related to this service or the provided information.

Disclaimer of Duty of Continuity

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or be access restricted the next, and the location of items may change as menus, homepages, and files are reorganized. User expressly agrees that use of the Traveler Information data feeds is at the user's sole risk. Neither VTrans nor Leidos, Inc. warrants that the service will be uninterrupted or error-free.

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 VTrans 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

Both VTrans and Leidos, Inc. 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.

VTrans and/or Leidos, Inc. may impose or adjust a limit on the number of transactions private access users may send or receive through the site, at either's sole discretion.

Choice of Law and Venue

These Terms and Conditions Shall be governed by and construed in accordance with the laws of the State of Vermont. By using this service, you expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or related to these Terms and Conditions, or your use of the Traveler Information service, shall be the Vermont Superior Court, Civil Division, Washington Unit.