



## **Privacy & Use**

### **Privacy Statement**

Welcome to the Housatonic Area Regional Transit District

File Library Information provided by the Office of Information Systems

File(s) from the Housatonic Area Regional Transit District (HARTransit) Office of Information Systems (OIS) HART OIS is committed to providing electronic access to appropriate files. We make every reasonable effort to do so in a cross-platform and complex multi-protocol environment. We constantly test and retest our connectivity and solutions to ensure the greatest degree of ease of access and compatibility. If the Receiver proceeds, the Receiver agrees to the following terms and conditions:

1. The Housatonic Area Regional Transit District (hereinafter referred to as HARTransit) makes no warranty of any kind, express or implied, with respect to the file(s) which are the subject of this agreement, and specifically makes no warranty that said file(s) shall be merchantable or fit for any particular purpose. Furthermore, any description of said file(s) shall not be deemed to create an express warranty that such files shall conform to said description. The exhibition of any sample or model shall not be regarded as part of the basis of this agreement and shall not create an express warranty that the whole of the file(s) provided hereunder shall conform to any sample or model.
- 2.
3. Receiver assumes all risk and liability for any losses, damages, claims or expenses resulting from the use, possession or resale of any file(s) furnished by HARTransit pursuant to this agreement.
- 4.
5. Receiver agrees to indemnify, defend and hold harmless HARTransit, its officers, agents, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by reason of receivers' use, possession or resale with respect to any of the file(s) furnished by HARTransit pursuant to this agreement, and such indemnification shall survive acceptance of said file(s) by receiver.
- 6.
7. Receiver agrees that it will not advertise, order for resale, or sell the file(s) furnished hereunder.
- 8.
9. Receiver agrees that HARTransit has made every reasonable effort to provide information in a file format which offers cross-platform solutions (for both application and file compression). Some HARTransit files are compressed. Compressed files can be identified by a file extension, (e.g., .sit, .bin, .hqx, .zip or .arc).
10. Receiver agrees that HARTransit cannot be held responsible for problems arising from files which have been converted for use in non-native applications (e.g. Microsoft Word documents read in WordPerfect, Microstation design files to Autocad).
- 11.
12. Receiver agrees that HARTransit cannot provide the files in other file or compression formats, and agrees to use the files in the format provided.
13. These terms and conditions constitute the complete and final agreement of the parties hereto.



62 Federal Rd., Danbury, CT 06810 | 203.744.4070 | [info@hartransit.com](mailto:info@hartransit.com)

Receiver ACCEPTS the aforementioned terms and conditions.

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## **Use Statement**

At HARTransit, we are committed to protecting your personal privacy and ensuring a secure online experience. You can navigate most of our site without submitting any personal information about yourself, unless you request information from us by submitting any number of forms located throughout the site.

In cases where a form is submitted, HARTransit collects this information in a private database and uses this data to fulfill your information request. HARTransit may also use this information to contact you about upcoming products, services, news and events. HARTransit does not sell, lend, trade, or transfer any personal information that you provide us unless required to do so by law. However, some data, in aggregate forms may be used internally in making marketing, advertising, and technology development decisions.

HARTransit will not disclose your personal information unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on HARTransit or the site; (b) protect and defend the rights or property of HARTransit and its family of Web sites, and, (c) act in urgent circumstances to protect the personal safety of users of HARTransit, its websites, or the public.

## **Freedom of Information Act**

Access to HARTransit records is governed by the Connecticut Freedom of Information Act (FOIA). Under the FOIA, most HARTransit records or files are available to the public for inspection or copying.