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DATA DISCLAIMER

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INDEMNIFICATION

To the extent permitted by law, you agree to indemnify CTPS, the Boston Region Metropolitan Planning Organization and the Metropolitan Area Planning Council as fiduciary for CTPS, and their members, officers, employees and agents from and against any and all third party claims, demands, liabilities, costs, or expenses including reasonable attorney fees that arise from your use or misuse of this website.

TERMINATION/ACCESS RESTRICTION

CTPS reserves the right, in its sole discretion, to terminate your access to the CTPS website and the related services or any portion thereof at any time, without notice.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts in all disputes arising out of or relating to the use of the CTPS website. CTPS makes no representations that material on its website is appropriate or available for use in other locations. Nothing contained herein is in derogation of or shall affect CTPS's rights and obligations to comply with governmental, court and law enforcement requests or requirements relating to your use of the CTPS website or information provided to or gathered by CTPS with respect to such use. Any rights not expressly granted herein are reserved.

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PRIVACY POLICY

CTPS is committed to protecting user privacy online. The purpose of our policy is to inform you about the types of information we gather when you visit the CTPS website, how we may use that information, whether we disclose it to anyone, and the choices you have regarding our use of the information. The following is the privacy policy for this website (all pages starting with www.ctps.org or www.bostonmpo.org).

- 1. Information that we collect for statistical purposes.** We collect some information that is used for analysis and statistical purposes that help us manage our website. We automatically collect electronically generated information about your visit to the CTPS website, such as the date, type of browser used, and technical Internet protocol data. We collect this information about each user session from our user logs, and refer to it for statistical purposes.
- 2. Information that you provide us when using our interactive forms and functions.** You may be required to provide your personal information to CTPS when you send us an email, complete an on-line form or application, or participate in one of CTPS's bulletin board services, chat areas, forums, and other message or communication facilities. This information may include such things as your name, address, telephone number, and other personal and business data. If you send us an electronic mail message with a question or comment that contains personal information, or fill out a form that emails us this information, we will use your personal information to respond to your request, complete the service you have requested, or analyze trends. We may redirect your message to another government agency, service provider, or other person who is in a better position to answer your question. When you disclose personal information in any of CTPS's bulletin board services, chat areas, forums, and other message or communication facilities, please remember that information disclosed in these areas becomes public information, thus you should exercise caution when deciding to disclose your personal information.
- 3. Opting-out.** At any time while assessing the CTPS website, any user may "opt-out" of further email contact from us (while still allowing access to our website). For further information about opting-out, contact us at: Central Transportation Planning Staff, 10 Park Plaza, Suite 2150, Boston, MA 02116. You may also email your request to "opt-out": publicinformation@ctps.org.

4. **Use of cookies.** We do not use "persistent" cookies to collect permanent information. (Note: A cookie file contains unique information a website can use to track such things as passwords, lists of pages you have visited, and the date when you last looked at a specific page, or to identify your session at a particular website. A cookie is often used in commercial sites to identify the items selected for a specific shopping cart application.)

We do use "non-persistent" cookies in applications that keep track of a user and make it possible for you to complete a form or use a function, but this cookie disappears when you finish filling out an application, or searching a database.

5. **Disclosure to third parties.** In Massachusetts, there are laws to ensure the government is open and transparent. CTPS is governed by these open records laws. Any information that we receive through the use of our website potentially becomes a public record and may be subject to inspection and copying by members of the public, unless an exemption in the law exists. Except as required by law or except as where otherwise provided on this website, we do not share personal identifying information with any third party without your permission. We disclose only in aggregate form our statistical analyses or demographics of users to third parties. This information is not reported or used in any manner that would reveal personally identifiable information, and will not be released to any outside parties unless we are legally required to do so in connection with law enforcement investigations or other legal proceedings.