

City of Pittsburgh 311 “MyBurgh” App End-User License Agreement (EULA)

This is a legal agreement between you and the City of Pittsburgh, (“City of Pittsburgh”) stating the terms that govern your use of the “MyBurgh” application (“Licensed Application”); this agreement, together with all updates, additional terms, software licenses, and all of City of Pittsburgh’s rules and policies, collectively constitute the “agreement” between you and City of Pittsburgh; by installing the licensed application you are indicating that you agree to these terms; if you do not agree to these terms do not install or use the application; you must accept and abide by these terms as presented to you, changes, additions, or deletions are not acceptable, and City of Pittsburgh may refuse access to the licensed application for noncompliance with any part of this agreement.

The Licensed Application is licensed, not sold, to you for use only under the terms of this license, unless accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to your prior acceptance of that separate license agreement. The licensor (City of Pittsburgh) reserves all rights not expressly granted to you.

a. Scope of License: This license granted to you for the Licensed Application by City of Pittsburgh is limited to a non-transferable license to use the Licensed Application on any iOS device that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the “Usage Rules”). This license does not allow you to use the Licensed Application on any device that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any of the foregoing restrictions is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of City of Pittsburgh and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by the City of Pittsburgh that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

b. Consent to Use of Data: You agree that City of Pittsburgh may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application. The City of Pittsburgh may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

c. Termination. The license is effective until terminated by you or by the City of Pittsburgh. Your rights under this license will terminate automatically without notice from the City of Pittsburgh if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

d. Services: Third Party Materials. The Licensed Application may enable access to the City of Pittsburgh's and third party's services (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that City of Pittsburgh shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that the City of Pittsburgh is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The City of Pittsburgh does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Alerts and/or notification data provided by any Services is for convenience only and you understand that multiple factors including network availability may affect notification data delivery, which is not guaranteed. Neither the City of Pittsburgh, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information, location data or notification data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Application Provider is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to or from your device are not available in all languages or in all countries. The City of Pittsburgh makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. The City of Pittsburgh, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the City of Pittsburgh be liable for the removal of or disabling of access to any such Services. The City of Pittsburgh may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

You understand that the City of Pittsburgh may offer integration, its own and/or with third party Services, for your convenience. Further, you understand that City of Pittsburgh is not affiliated with or otherwise sponsored by these third party services. The City of Pittsburgh shall not be responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of the City of Pittsburgh. The personal data you may choose to give to such third party Services are not covered by the City of Pittsburgh's privacy policies. Some third party companies may choose to share their personal data with City of Pittsburgh, in which case such data sharing shall be governed by that third party's privacy policy. The personal data you may choose to give to the City of Pittsburgh by means of registering the Licensed Application with City of Pittsburgh shall be governed by City of Pittsburgh's 311 MyBurgh privacy policy (found below and a full copy available from City of Pittsburgh's website).

e. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE CITY OF Pittsburgh HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE CITY OF PITTSBURGH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OF PITTSBURGH OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

f. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE CITY OF PITTSBURGH BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CITY OF PITTSBURGH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

g. United States laws. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

h. Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

i. Commonwealth of Pennsylvania laws. The laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules, govern this license and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

j. Copyrights and Trademarks. Except where otherwise specified, the contents of the Licensed Application are copyrighted by QScend Technologies, Inc., all rights reserved. The contents of the Licensed Application are subject to protection under U.S. and foreign copyright laws. You are not permitted to use the copyrighted content outside of the normal functions of the Licensed Application without the prior written consent of QScend Technologies, Inc. and the City of Pittsburgh.

Please direct any questions or comments to City of Pittsburgh in the form of an email (Pgh311@pittsburghpa.gov).

k. Third Party Beneficiary. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that, upon your acceptance of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

l. Privacy Policy. We value your privacy and are dedicated to protecting your information and providing you with notice about our information collection and use practices and how you have a choice to opt-in/out of any follow-up contact from us. You may choose to register the installed copy of the Licensed Application with City of Pittsburgh by means provided in the Licensed Application. By voluntarily sharing personally identifiable information by means of registering the Licensed Application, you agree to the 311 Privacy Policy attached below and the terms stated in this EULA.

m. Personally Identifiable Information. When you register the Licensed Application, you must complete a registration form that requires you to provide Personal Information (including, without limitation, your name and email address).

n. Announcement Email Information. From time to time we provide information about City services to the public and/or license users in the form of email. When you register the Licensed Application, you will have the option to opt-in/out of such Announcement Emails. After successfully registering the Licensed Application, you have the option to set your opt-in/out preference using the Licensed Application's Alert Settings. Announcement Emails will be emailed directly to the address that you provide when you register.

We may place email links and or forms on the City of Pittsburgh website to allow you to contact us directly. The Personal Information you provide in these links and forms is used to respond directly to your questions or comments. We may also file your comments to improve our website, products, or process, or review and discard the Personal Information. All information you provide directly to the City of Pittsburgh using emails or forms will be treated as Personal Information subject to the City's 311 Privacy Policy., Do not send us any information, ideas, suggestions, proposals, or comments that you consider confidential or that you want to be treated as confidential.

o. Use of Your Personally Identifiable Information. We use Personal Information to respond to your inquiries, improve our follow-up and promotional efforts, to analyze Licensed Application and service offers, and to customize our services and Licensed Application(s). We may use Personal Information to deliver information to you and to contact you regarding administrative notices. We may also use Personal Information to resolve disputes and troubleshoot problems.

We may use additional information not considered Personally Identifiable to analyze and improve troubleshooting techniques and responses, and to improve the value of Licensed Application(s) and services provided by the City of Pittsburgh or third parties.

If the email address you provide us is an email address that you access via a wireless device, you understand that your wireless carrier's standard rates apply to these messages, and that you may change your mind at any time and elect to not receive such messages. You also represent that you are the owner or authorized user of the wireless device on which the messages may be received, and that you understand and are authorized to approve the applicable charges.

p. Reminder Alerts. You may choose to allow the Licensed Application to provide reminder alerts. Should you allow the Licensed Application to provide reminder alerts, you understand and agree that this service may be provided using services operated outside of the Licensed Application, including, but not limited to, systems such as Apple's Push Notification. You understand and agree that pertinent data needed for such alerts, including, but not limited to, the task name and due time, will be transmitted and temporarily be stored on services

operated by the City of Pittsburgh, and that at the appropriate time, this alert data will be transmitted via corresponding services, e.g., Apple's Push Notification Service, for delivery to your device or chosen delivery endpoints. At no time is the Personal Information you provide transmitted via the third-party delivery service unless as required by the nature of the delivery mechanism (electronic mail, for example, requires your name and email address for delivery). Should you disagree with the mechanism of this service, you agree to disable and not use reminder alerts as provided in the Licensed Application.

q. Required Disclosures. City of Pittsburgh may disclose Personal Information if required to do so by court order, law or in the good-faith belief that such action is necessary to prevent injury or property damage. To the extent resources allow, the City of Pittsburgh may attempt to notify you when making a disclosure of Personal Information pursuant to court order or applicable law, but we may not do so in an emergency or when we are prohibited by law or court order from giving such notice.

r. Information Sharing and Third Party Service Partners. City of Pittsburgh does not rent, sell, or share personal information about you with other people or non-affiliated companies without your consent or unless we have a good faith belief that access, use, preservation, or disclosure is reasonably necessary to (a) satisfy any law, regulation, legal process or enforceable governmental request, (b) enforce any applicable Terms of Service (including investigation of potential violations thereof), or (c) detect, prevent or otherwise address fraud, security, or technical issues.

The City of Pittsburgh may provide services for the Licensed Application through contractual arrangements with affiliates, service providers, partners and other third parties ("Service Partners"). City of Pittsburgh and its Service Partners use your Personal Information to operate and deliver their products and services. Unless otherwise agreed by you in a separate agreement, the City of Pittsburgh's Service Partners may not use your Personal Information to inform you of other products or services available from those Service Providers.

s. Opt-Out Policy. The City of Pittsburgh allows you to opt out of our use of your Personal Information for purposes other than the purpose for which it was provided. This includes, by way of example, follow-up and promotional mailings relating to the City of Pittsburgh's services. You may exercise this option at the time your Personal Information is collected by toggling the appropriate ["Announcement Emails"] setting in the Licensed Application's settings. In some cases, we may ask you to affirmatively indicate your consent to receive marketing and promotional materials. In the case where you decline the consent to receive marketing and promotional materials, we will not send you any additional materials other than those required by our service agreement with you.

t. Access and Integrity of Stored Personal Information. The Personal Information you provide to the City of Pittsburgh during registration of the Licensed Application is shown directly in the Licensed Application's settings. You can help the City of Pittsburgh maintain the accuracy of your information by updating your Licensed Application settings any time your Personal Information changes. Should you wish to actively delete the Personal Information that you have provided, subject to your understanding that certain deletions may affect our ability to provide the City of Pittsburgh services you have requested, please send us an email at: Pgh311@pittsburghpa.gov.

u. Links. The Licensed Application may include links to other applications or sites. This Privacy Policy applies to the Licensed Application only. Any information you submit to linked sites or other applications will be subject to the privacy policies of those sites or applications, if any. You should review those policies carefully before providing any information to these linked sites or applications.

v. Security. The City of Pittsburgh undertakes practical and reasonable steps to protect Personal Information from unauthorized or accidental access, disclosure, misuse or processing, or from alteration, destruction, or loss. Personal Information that we collect resides on servers operated by or for the City of Pittsburgh and is accessible only to personnel who, by virtue of their duties, are required to have access and have been trained in, and tasked with, the observance of the principles embodied in this Privacy Policy. However, the City of Pittsburgh makes no guarantee as to the security of any Personal Information you provide pursuant to your use of MyBurgh.

w. Enforcement. If you have any questions or complaints regarding how your Personal Information is treated under this Policy or generally about the implementation of the principles of this policy, we encourage you to contact: Pgh311@pittsburghpa.gov

x. Changes to Privacy Policy. Should we decide to change this Privacy Policy, we will update it with the release or update of the Licensed Application on Apple's App Store so that you will always know what Personal Information we gather, how we might use it, and whether we will disclose it to anyone. Unless you opt out of receiving Announcement Emails from us, as you may do so in the manner described herein, we may also notify you by email of changes to this Privacy Policy.