

## GoI70 Terms of Service

These Terms of Service (“Terms”) govern your access to and use of GoI70’s website and the services (the “Services”), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

### Basic Terms

You are responsible for your use of the Services, for any content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

GoI70 is a mashup or aggregator of many different information services. GoI70 takes publicly available information, data and images from the Colorado Department of Transportation, Twitter, Colorado ski areas and many businesses.

GoI70 makes no claim or warranty as to the accuracy of the information provided by any of the aggregated services. In any case, where you are making critical decisions based on the information found on GoI70 or the mobile application, you should take steps to verify the accuracy of the information by checking the original source and competing sources for that information.

Because GoI70’s messaging system is built on top of service provided by Twitter, through the Twitter API (Application Programming Interface), information that you give Twitter to open a Twitter account will be governed by Twitter’s Terms of Service and Privacy

Policy. <http://twitter.com/tos> and <http://twitter.com/privacy>

Those terms and policies are subject exclusively to Twitter’s control. GoI70 has access to the information you provide to Twitter but has no control over how Twitter uses that information. Therefore, you should carefully review Twitter’s Terms of Service and Privacy Policy before using the messaging service on GoI70.

You may use the Services only if you can form a binding contract with GoI70 and Twitter and are not a person barred from receiving services under the

laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that GoI70 provides are always evolving and the form and nature of the Services that GoI70 provides may change from time to time without prior notice to you. In addition, GoI70 may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. GoI70 retains the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information.

The types and extent of advertising by GoI70 on the Services are subject to change. In consideration for GoI70 granting you access to and use of the Services, you agree that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

## Privacy

Any information that you provide to GoI70 directly or through a Third Party is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use of this information.

GoI70 uses the services of Twitter to create the GoI70 social networking features. Users should carefully read the Privacy Policies for Twitter.

## Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords. GoI70 will not be liable for any loss or damage arising from your failure to safeguard your own privacy by following the recommendations of Twitter in establishing and using your accounts.

## Cell Phone Use and Charges

GoI70 does not encourage the use of cell phone by the driver of an automobile in motion for any purposes whatsoever. A driver in traffic may not

use the mobile GoI70 application. The GoI70 mobile application is designed to be used by passengers in the auto. When you are driving I70 the most important information about the highway is right in front of you.

Messaging while along the corridor use battery life. GoI70 encourages you to purchase and use a car charger or an auxiliary battery for your mobile phone.

## Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will GoI70 be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

## Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

This license is you authorizing us to make your messages, images or data available to the rest of the world and to let others do the same. You also make your Content available to Twitter and their partners under Twitter's Terms of Service. LINK GoI70 or Twitter may use the content you submit, post or transmit with no compensation. Obviously, you will no longer have exclusive control over your content, but you do own your content.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## Restrictions on Content and Use of the Services

GoI70 reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. Similar reservations of rights and restrictions on use are found in the Twitter Terms of Service. Please review the [Twitter Rules](#) to better understand what is prohibited.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of GoI70, its users and the public.

GoI70 does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, GoI70's computer systems, or the technical delivery systems of GoI70's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by GoI70 (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter.

## Copyright Policy

GoI70 respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, GoI70 will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

The Services are Available "AS-IS"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, GOI70 AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. GoI70 will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that GoI70 has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from GoI70 or through the Services, will create any warranty not expressly made herein.

## Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by GoI70 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOI70 AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TWITTER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## Waiver and Severability

The failure of GoI70 to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

## Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Colorado without regard to or application of its conflict of law

provisions or your state or country of residence. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Colorado (excluding choice of law).

### Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between Gol70 and you regarding the Services and these Terms supersede and replace any prior agreements between Gol70 and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at [Gol70.com/tos](http://Gol70.com/tos). By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

*Effective: October 20, 2009*

Thoughts or questions about these Terms? Please, let us know.