



**PRIVACY POLICY FOR COLLECTION,  
MANAGEMENT, AND STORAGE  
OF PERSONAL INFORMATION**

San Diego Association of Governments (SANDAG)

[sandag.org/privacy](http://sandag.org/privacy)

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San Diego Association of Governments (SANDAG)

**PRIVACY POLICY KEY POINTS**

- We collect data from your use of our online services and programs.
- If you use our online services and programs, we may use your Personally Identifiable Information to better administer these programs and services.
- We safeguard your Personally Identifiable Information and use it only for legitimate purposes.
- Your use of our websites, programs, and services constitutes agreement and acceptance of the terms of this Privacy Policy.

**OVERVIEW OF THIS PRIVACY POLICY**

- This Privacy Policy describes the information we collect from you as part of your use of this site and related services and how that information will be used. This policy is detailed because we believe you should know as much as possible about our practices so that you can make informed decisions.
- You accept this Privacy Policy through your use of this site and its related services and, in doing so, you consent to our use and disclosure of your Personally Identifiable Information in accordance with this Privacy Policy. This Privacy Policy is effective as of March 2013.
- If we update this Privacy Policy, we will post the updates on our sites and notifications to users who have provided contact information.
- By visiting this website you agree to be bound by the terms and provisions of this Privacy Policy.
- If you have additional questions, you may send an email to us by clicking on the link entitled "Contact Us."
- This Privacy Policy constitutes the entire agreement between you and SANDAG with respect to the collection, use, storage, and disclosure by SANDAG of Personally Identifiable and Aggregate Information obtained from SANDAG websites or from participation in any of SANDAG programs or services. Your use of either of these programs and services constitutes your agreement to all such terms, conditions, and notices set forth in this policy.

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### **I. INTRODUCTION**

The San Diego Association of Governments (SANDAG) wants to assure you that it respects your privacy and the confidentiality of your Personally Identifiable Information. That is why SANDAG collects only the information that is needed to serve you and administer our programs. SANDAG follows the principles outlined below, which are in accordance with practices for customer privacy and data protection in the State of California.

This Privacy Policy governs our information practices with respect to (i) information that site visitors directly or indirectly provide while using our website and (ii) information collected from users that choose to participate in our services and programs.

Please read this Privacy Policy carefully; it constitutes the agreement between you and SANDAG regarding our collection and use of personal, financial and other information you may provide SANDAG while using SANDAG websites, or participating in SANDAG programs or services.

### **II. DATA WE COLLECT**

Once you register on the website, you are not anonymous to us. For various services on the website, we may require you to provide appropriate information as indicated on the forms throughout the website. We only ask for, and compile, Personally Identifiable Information that is needed to provide you with the product or service that you seek from us.

- Some of the SANDAG programs require you to provide us with contact information and other Personally Identifiable Information to demonstrate eligibility for this service, and that you allow broader abilities to use that information in order for you to participate in these programs.
- Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not use a particular service or feature. If you are uncomfortable with providing the requested level of information, or

with our use of this information for the particular purposes identified, you may simply decline to order that level of service or participate in that particular program.

- If you choose not to provide us with Personally Identifiable Information you may not be able to participate in certain SANDAG programs and services. Please read on to learn more about this relationship between personalized services and your Personally Identifiable Information, and about your ability to tailor SANDAG services you seek with your wishes regarding the use of your Personally Identifiable Information.

### **1. Automatically Collected Information**

When you visit our website, some information may be automatically collected, such as:

- The Internet domain and IP address from which you access our website;
- The type of browser and operating system used to access our site;
- "Clickstream Data": The date and time you access our site; the pages you visit; and if you linked to our website from another website, including the address of that website.

An Internet Protocol (IP) address is associated with your computer's connection to the Internet. We use your computer's IP address to maintain contact with you as you navigate through our site. Your computer's IP address by itself does not identify you personally and thus we treat IP addresses as Aggregate Information.

Clickstream data is information concerning the sequence of mouse clicks made by a website user, or the pages viewed by users, or the amount of time users spend on a certain page, and other similar information. Clickstream data can be thought of as a "trail" that users make while navigating through a website. Clickstream data does not identify you personally.

We use the above automatically collected information to count the numbers and types of visitors to the different pages on our site to help us make our site more useful to visitors like you.

### **2. Cookies**

Cookies are small text files that a website can use to recognize repeat users, to facilitate the users' ongoing access to and use of the site, and to compile aggregate data to improve the site and related business purposes. We use cookies for a variety of purposes, including, but not limited to the following: (a) To assist us in providing our services to you; (b) To allow you to change pages during your visit to our website without repeatedly having to re-enter your password; (c) To track activity on our website; (d) To introduce services to you on this and other websites. You can usually set parameters on your computer that allow you to elect to accept cookies or to have your browser notify you each time a cookie is offered. You also can usually delete cookies from your hard drive. You can find instructions on how to accept cookies, on how to be notified that a cookie is being offered, and on how to delete cookies through your browser. If you wish, you can generally set your Internet browser software to reject cookies by following the instructions for disabling cookies in the "Help" section of your browser. If your browser does not accept cookies from our website or if you disable cookies on your browser, some features we provide may not function properly.

Cookies, by themselves, do not collect or retain your name or other Personally Identifiable Information. We do not use cookies to collect or retain your name or other Personally Identifiable

Information without first informing you, as set out in this Policy. In addition, no third parties are permitted to use cookies we may create at our site for their own purposes.

### ***3. Email Addresses and Other Communications***

In order for you to use certain SANDAG services, you may have to provide an email address. We validate your email address by sending a confirmation email to that address with a verification code. There are many websites today which offer free or paid email accounts which you can subscribe to should you require an email address.

If you send us an email or letter with questions or comments, or if you provide your contact information when ordering goods or services from SANDAG, we may use your email address and other Personally Identifiable Information included in your correspondence in order to respond to you.

If other users or third parties send us correspondence about your activities or postings on the website, we may collect such information into a file specific to you.

In order for SANDAG to send you bulletins, updates, or other communications, you must grant us permission to do so. You have the ability to decline to receive such information. If you provide us with your email address in order to receive notifications, such as information concerning your services account, SANDAG will only use your email address to send you the type of information for which you provided your email address, unless you "opt in" and affirmatively agree to receive additional email notifications from time to time. We will not distribute your email address or any contact information to any third party unless you expressly consent for us to do so.

You decide, based on the product or service you request, what Personally Identifiable Information to give us. We only ask for the Personally Identifiable Information that we need in order to provide you with your requests. If you feel uncomfortable providing the requested information or how the Personally Identifiable Information is used you can simply choose not to request that product or service. As stated elsewhere in this Policy, however, you must provide us with Personally Identifiable Information in order to utilize certain products or services.

You may not, however, decline to receive important notices concerning the operation of this site, notices concerning operations of SANDAG services or programs, or legal notices concerning your relationship to this site and your participation in SANDAG services and programs.

### ***4. Surveys***

From time to time SANDAG may conduct online surveys that customers may complete on a voluntary basis. These surveys are optional. The collection of information through surveys is done anonymously, unless Personally Identifiable Information is requested and voluntarily submitted, and will only be used for the purpose of marketing or planning services.

## **5. iCommuteSD.com/Rideshare Information Collected:**

For users of iCommuteSD.com:

- a. Username:** Your username is public and it identifies you to other members in the system. Your exact age is private and is never shared. Your age range, however, is public.
- b. Contact Information:** Your contact information such as name, email address, phone number, mobile phone number, and SMS address is protected. When a member who is not affiliated to the same network as you finds your trip itinerary as a rideshare match, the member will see your username, trip information, preference information, vehicle make and mileage – however your contact information is not visible unless you explicitly approve the request for exchanging contact information.
- c. Mailing Address:** The textual address you enter is private and is not shared. However we convert the address into Latitude and Longitude coordinates which are public and will be shown as a location on the map to members who find your trip itinerary as a carpool match. Please note that the Latitude, Longitude coordinates we acquire have a high degree of precision (within a few yards or meters from the locations you entered) and thus may be traceable to your home or your work place. If you want to avoid this high degree of match, you may provide a more general street address without house number or a nearby location you know, although this will reduce the accuracy of matches we can provide you.
- d. Trip Details:** Your trip information such as your start location, end location, date and time of the journey is public, but only visible to members who find your trip itinerary as a match for carpool.
- e. Personal Trip Preferences:** Your preference information such as if you smoke in the car, if you find eating in your car acceptable, and which radio station you listen to is public, but only visible to members who find your trip itinerary as a match for carpool.
- f. Network Affiliations:** Your network affiliations identify which networks listed on our website you have successfully affiliated to. For example, your network may be your residential community or the company for which you work. Your network affiliations are public, but only visible to other members who have successfully affiliated with a network on our website.
- g. Vehicle Information:** Vehicle information such as type of vehicle, number of miles the vehicle can travel per gallon, year manufactured, number of doors, and seating capacity is public.
- h. Network Benefit Information:** Benefits information such as claims made and usage history for benefits provided by your network like Carpool Permit, Guaranteed Ride Home Program (GRH), bike lockers, Carpool Incentive, Vanpool Incentive, and any other benefits specified by your network is private but is also accessible to your network administrator or employee transportation coordinator.
- i. Alternative Transportation:** Alternative transportation information such as carpool or vanpool mileage, current trips and carpool partners, reward miles accrued in the iCommute system, actual miles accrued in the iCommute system, and historical website usage information is private, but is accessible to your network administrator or employee transportation coordinator.

- j. **Network/Employer Contact Information:** The contact information of network administrator or employee transportation coordinator of your network is private and is never shared.

**6. FasTrak/Automated Toll Collection Information Collected:**

Personally Identifiable Information collected as a part of your use of the FasTrak/automated toll collection service includes:

- a. Full name of account holder and of any alternate contact
- k. Street address
- l. Phone number
- m. Email address
- n. Username
- o. Password
- p. Responses to security question, such as school attended
- q. Security PIN
- r. License plate information: plate type (standard/nonstandard), number, country, state
- s. Vehicle information: make, model, year, color, purchase date
- t. Billing information: credit card or Bank number, credit card type, expiration date, name on card, billing address, and security number
- u. Travel pattern data: where and when the transponder entered and exited tolled lanes (location name and number included), per mile rate, number of miles, and trip charge

**7. Compass Card:**

No Personally Identifiable Information is collected for unregistered Compass Cards. For registered Compass Cards, the following Personally Identifiable Information is collected:

- a. Full name
- b. Street address
- c. Telephone number
- d. Email address
- e. Any response to security question, such as school attended
- f. Credit card numbers, for those who have signed up for auto reloads
- g. Travel history limited to boarding information (route number, location, and time)

**III. USE OF YOUR INFORMATION**

SANDAG collects Personally Identifiable Information in order to deliver the products, information, and services you request easily and efficiently and to administer SANDAG services and programs. Information you may provide while visiting our site or participating in SANDAG programs fall into two broad categories: Personally Identifiable Information and Aggregate Information:

- Personally Identifiable Information means any information that could reasonably be used to identify you, including your name, street address, email address, birth date, financial information including bank account number or credit card number, photograph, telephone number, travel pattern data, license plate number, or any combination of such information that could be used to identify you.
- Aggregate Information is information that does not personally identify you, and may include statistical information concerning use of SANDAG programs and services, aggregated traveler information derived from collective data that relates to a group or category of persons from which personally identifiable information has been removed, or the pages on our site that users visit most frequently. Our Privacy Policy governs both categories of information as detailed in this Privacy Policy.

Additionally, we may use any information you provide to facilitate the services you request, troubleshoot problems, identify abuse of our services, identify violation of our terms of use, measure consumer interest in our services and products and enhance our website. We may also use Personally Identifiable Information to track commuting patterns, and gather broad demographic information for aggregate use. We may compare and review your Personally Identifiable Information for errors, omissions, and for accuracy.

The privacy of your Personally Identifiable Information is a serious matter. Safeguarding and protection of Personally Identifiable Information is a high priority to SANDAG. SANDAG will not sell or distribute your Personally Identifiable Information outside of SANDAG’s member agencies unless you expressly consent for us to do so.

You decide whether you wish to provide us with Personally Identifiable Information. You have the option to use certain parts of our services and elect not to “link” your Personally Identifiable Information in our system with the services you have purchased. Other services, however, will mandate the linking of your Personally Identifiable Information with such services. As such, you decide whether you wish to participate in Website Services that rely on Personally Identifiable Information.

**1. Linking Personally Identifiable Information**

To enable us to better understand the characteristics of our customers and/or to provide services tailored to your needs, we may link the Personally Identifiable Information you have provided with Aggregate Information. Linking is necessary, in order to ensure that transactions you complete using our system are credited to your personal account, and for certain Website Services. If we combine or link any Aggregate Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Policy.

**2. Location Information**

Each time that a patron uses a particular location-based medium provided by SANDAG, such as, but not limited to, a Compass Card or FasTrak transponder, the SANDAG system collects information about the time and location of use. Except in the case of a Compass Card Managed Account, this “location of use” information is not “linked” by our system to a particular user. This time and location information (except in the case of a Managed Account), therefore, does not personally

identify you, and constitutes Aggregate Information (see section below). In the case of a Managed Account, however, time and location information is needed by the system in order to complete automatic fare payments, manage account balances, or to provide other services. Therefore, time and location information is by necessity linked to a particular user of such a medium.

### **3. Aggregate Information**

General information that describes our customers' activities, but that does not identify any particular customer, is Aggregate Information.

- SANDAG uses Aggregate Information to analyze and improve the effectiveness of our website, services, and programs. From time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of customers participating in any of our services and programs and the characteristics of visitors to our site, and may share Aggregate Information with third parties. Aggregate Information provided to third parties will not allow anyone to identify you, or determine anything personal about you.
- Our systems collect Aggregate Information through the use of SANDAG programs and services such as, but not limited to, Compass Card and FasTrak. "Ridership Information" or "Transponder Use" includes the overall travel patterns of our customers. This information does not identify a particular user, but does provide potentially useful data concerning our customers' collective overall preferences and the efficacy and interest of our services and programs. Such information will not include your name or other Personally Identifiable Information. If such information is combined or linked with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information.
- We share aggregated statistical data with our consultants, partners, or for public relations purposes. For example, we may disclose aggregated demographic information regarding our users or their commutes. However, this Aggregated Information is not tied to Personally Identifiable Information.

### **4. Fraud Detection**

We may utilize your Personally Identifiable Information in the performance of financial and accounting functions including account settlement and enforcement, as well as disclosure of such information in good faith to appropriate authorities supporting such enforcement. To allow us to detect fraud and system errors, we may compare personal media use information to our own data.

If in the course of inspecting for fraudulent activity or system errors, Ridership Information is combined or linked with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information.

In addition, for toll collection violations or discrepancies, SANDAG has the right to collect a motorist's license plate information and to share such information with other transportation agencies or with the owner of the vehicle, whether or not the motorist has registered with SANDAG for toll collection or carries a transponder.

## **5. Third Parties**

It is possible that certain SANDAG services may be contracted to outside service providers. Personally Identifiable Information that we collect will be disclosed only to SANDAG employees, officials or service providers on a “need to know” basis for purposes of fulfilling their responsibilities to SANDAG. They will use the information to answer your questions, respond to any requests for assistance, and fulfill SANDAG operational and legal obligations. If this occurs, the service provider would have access to the information maintained by us, including customer account information, but will be contractually bound to protect your information in accordance with this Privacy Policy.

We also may use our data, including Personally Identifiable Information, for internal studies conducted by SANDAG or our agents or outside service providers in which you may be invited to participate. To the extent that an outside service provider is utilized in conducting such studies, they will be contractually bound to treat your information in full accord with this Privacy Policy.

We also may share Personally Identifiable Information with another transportation agency in order to comply with interoperability specifications and standards.

We do not share Personally Identifiable Information that you provide to us with any Unrelated Third Parties except as specified herein or as may be required by law.

Upon receipt of a communication, inquiry, or other request from you, where appropriate, we may provide the information submitted by you to the person or company that is the subject of your inquiry or to a government agency responsible for the matters referred to in your communication.

## **6. Forms and Monetary Transactions**

If you choose to engage in certain activities on this site, such as ordering publications or products, registering for services, entering contests, or sending comments, SANDAG may ask you to provide Personally Identifiable Information by filling out and submitting an online form. These activities are completely optional for you to engage in, however, under such circumstances SANDAG may ask that you provide information such as your first and last name, home or business mailing address (including ZIP Code), email address, employer name, job title and department, telephone and facsimile numbers, as well as some other Personally Identifiable Information that may be used for verification (i.e. birthplace, eye color, etc.). Some of the information that SANDAG asks you to provide is identified as mandatory and some as voluntary. If you choose not to provide the mandatory information with respect to a particular activity, you will not be able to engage in that activity.

We also collect Personally Identifiable Information in connection with the purchase of transit fare passes and other goods purchased online from this site or purchased by credit or debit card through other means. For credit or debit card purchases, a customer will be asked to provide contact information (such as name, email address, and shipping address) and financial information (such as credit card number and expiration date). We use a reputable company to verify your credit or debit card information before billing your account. This information is used for billing purposes and to fill orders. If we have trouble processing an order, the information may be used to contact you. We will also share your shipping information with the delivery service you request (UPS, U.S. Postal Service, or other delivery companies).

## **7. Creating an Online Account**

In order to use certain services offered by SANDAG via the Internet or other online purchases, you may need to register and provide us with Personally Identifiable Information including contact information and possibly financial information. However, if you do not wish to provide us with this Personally Identifiable Information, you will not be able to utilize such online services or account-based features such as recurring automatic balance reloading, electronic payments, and loss protection services.

For ridesharing purposes (i.e. iCommute), we will ask for your permission when sharing protected Personally Identifiable Information with other users who may not be in your same ridesharing network. For members who are affiliated with the same network as you, we will do so without any further explicit approval process apart from that involved in initially registering for the service.

## **8. Reduced Fare Programs**

Individuals participating in Compass Card Reduced Fare Programs will be asked to provide Personally Identifiable Information in connection with the purchase and registration of their Compass Card, and our determination of eligibility for these programs. We will use this Information to provide the Reduced Fare Program, and ensure compliance with eligibility requirements for this program.

## **9. Updating or Removing Your Information**

To allow you appropriate control over your Personally Identifiable Information, you can request access to review, change, update, or delete Personally Identifiable Information that you have previously submitted. We will take reasonable steps to verify your identity before granting access to your Personally Identifiable Information.

## **10. Disclosure of Personally Identifiable Information in Conjunction with Legal Proceedings**

- a. We may release Personally Identifiable Information collected in relation to your use of or subscription to the FasTrak or other electronic toll collection system as follows:
  1. To appropriate authorities in the furtherance of account settlement or enforcement activities; and
  2. For purposes other than account settlement or enforcement, to a law enforcement agency only pursuant to a search warrant. Absent a provision in the search warrant to the contrary, the law enforcement agency administering such warrant is required by law to immediately, but in any event within no more than five days, notify you that your records have been obtained and shall provide you with a copy of the search warrant and the identity of the law enforcement agency or peace officer to whom the records were provided; and
  3. To a peace officer when conducting a criminal or traffic collision investigation if the officer has good cause to believe that a delay in obtaining this information by seeking a search warrant would cause an adverse result, including danger to the life or physical safety of an individual, a flight from prosecution, the destruction of or tampering with evidence, the intimidation of potential witnesses, or serious jeopardy to an investigation or undue delay of a trial.

- b.** We may release or use Personally Identifiable Information other than that collected in relation to your use of or subscription to the FasTrak or other electronic toll collection system as follows:
1. In connection with legal proceedings (such as false reimbursement claims made), or contemplated legal proceedings, that directly relate to such information; and
  2. In response to a subpoena or court order specifically requesting such information; and
  3. In cases involving a threat of imminent harm to you or others, we may release such information in any manner reasonably calculated to prevent or mitigate the threat; and
  4. In response to a verified request or search warrant by law enforcement, immigration, customs or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, street address, city, state, postal code, country, telephone number(s), email address, financial information, travel history, and additional information we maintain about you, with a subpoena or comparable legal process.

In any case, we will seek to limit the scope of the disclosure and restrict such disclosures only to appropriate authorities, and will disclose only such Personally Identifiable Information as is reasonably required to fulfill the purpose of the disclosure.

Persons who receive information in proper accordance with the procedures set out in this Section ("Proper Recipients") may be able to combine information they properly obtain from us under this Section with other information they independently possess concerning you. As long as we comply with the procedures set out in this Section concerning the release of information, we will not be responsible for Proper Recipients' later use of this information.

In addition, SANDAG reserves the right at all times to disclose any information it deems reasonably necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SANDAG's sole discretion.

#### **IV. SECURITY: HOW WE SAFEGUARD INFORMATION WE COLLECT**

We have put into place security systems designed to prevent unauthorized disclosure of information you provide to us and to deter and prevent hackers and others from accessing this information. For example, we have taken steps to safeguard the integrity of our telecommunications and computing infrastructure, including but not limited to authentication, monitoring, auditing, and encryption. In addition, customer orders are processed through a secure server using advanced forms of encryption software. This means that all of your Personally Identifiable Information provided online, including your financial information, will be encrypted during transmission to maximize security protection.

We use standard security measures to minimize the threat that your Personally Identifiable Information will be lost, misused, altered, or unintentionally destroyed. We also use software programs to monitor network traffic to attempt to identify unauthorized attempts to upload or change information, or otherwise cause damage.

These safeguards should not be construed in any way, however, as giving business, legal, or other advice, or warranting as fail-proof, the security of information provided by or submitted to SANDAG sites and of information submitted through customer participation in our services, programs, or our Website Services. Because our sites do not encrypt incoming email, you should not send email containing information that you consider highly sensitive through this website.

If we detect, despite the safeguards set out in this section, an intrusion or other unauthorized access to or use of Personally Identifiable Information (an "Intrusion"), we will notify affected customers of the Intrusion, and will (i) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email), or by other means as required by applicable law; (ii) use contact information for each affected customer that is current in our files; and (iii) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner.

Due to the nature of internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide to us will remain free from loss, misuse, or alteration by third parties, who, despite our efforts, obtain unauthorized access.

SANDAG shall have no liability in tort, contract, or otherwise if unauthorized third parties unlawfully intercept or access transmissions or private communications to trace your Personally Identifiable Information, or an external user illegally acquires your Personally Identifiable Information from the website.

## **V. USE OF SANDAG INTERNET SITES AND SERVICES**

### **1. Privileges**

By accepting the provisions of this Privacy Policy, you agree, as a user of SANDAG websites, services, and programs, that:

- You will refrain from activity that imposes an unreasonable burden on the site, and SANDAG reserves the right, in our discretion, to limit the order quantity on any item and/or to refuse service to any customer who violates these provisions;
- You will not use your access to any SANDAG website or any program or service organized directly or indirectly through the website, for any purpose that is unlawful or prohibited by these Terms of Use;
- You will not use any SANDAG website or any program or service to:
  - Defame, abuse, harass, stalk or threaten others;
  - Collect information about others, including email addresses, without their consent;
  - Create a false identity;
  - Transmit or upload any material that contains harmful or deleterious computer programs (including, without limitation, viruses, trojan horses, worms, time bombs, or cancelbots);
  - Transmit or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy or any other applicable laws;

- Interfere with or disrupt networks connected to the website or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the website, other accounts, computer systems or networks connected to the website, through password mining or any other means;
- Interfere with another user's and enjoyment of the website; and
- You will comply with all relevant laws and regulations and are solely responsible for all acts or omissions that occur under your, or through the use of, your password.
- You allow SANDAG to use your Personally Identifiable Information internally to improve our content and services;
- You allow SANDAG to use your Personally Identifiable Information to contact you and deliver notifications to you related to the specific programs in which you have voluntarily enrolled or subscribed, including updates to this policy;
- SANDAG may communicate with you about products and services offered by itself, its business partners or agents using your name, street address, and email address, but only if SANDAG has received your express written consent to receive such communications;
- SANDAG reserves the right to send notifications of any changes to or new features of our website. By accepting the User Agreement and Privacy Policy, you agree to receive these notifications.

## **2. iCommuteSD.com License**

iCommuteSD.com rideshare users are hereby granted a license to use any Personally Identifiable Information of another user acquired through the website or through a related communication or transaction of the website, but only for the following purposes:

- a. Website related communications that are not unsolicited commercial messages,
- b. Using services offered through us, and
- c. Any other purpose that the other user expressly agrees to after you adequately disclose of the purpose(s) to the user.

You further agree to use such information only within the limits of such license. Under no circumstances, except as defined in this Section, may you disclose Personally Identifiable Information about another website user to any third party without our consent and the consent of such other user after adequate disclosure.

Neither we nor our users tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add a website user to your mail list (email, physical mail or telephone contact) without their express consent after adequate disclosure.

## **3. Account Changes**

If you registered for an online account on a SANDAG site, you can review the Personally Identifiable Information you provided us and make desired changes to allowed fields of this information, or to the settings for your account, at any time by logging in to your account on the website and choosing the "My Profile" option. For certain services, you may not be allowed to change certain

information you entered at the time of registration. If you terminate or close your account or delete/change your data or content, we usually update our live databases immediately. However, some data may update more slowly, and some old data not constituting Personally Identifiable Information may remain permanently in our archives and records.

However, if you close your account, your Personally Identifiable Information will continue to be governed and protected by these policies. Your Personally Identifiable Information may be held in SANDAG databases for up to four years and six months after your account is closed or terminated.

You are responsible for all actions taken with your account and password, including fees charged to your account. Therefore, we strongly recommend that you not disclose your website password to any third parties. If your password has been compromised for any reason, you should immediately change your password through our website.

#### ***4. Personal and Non-Commercial Use Limitation***

Unless otherwise specified, SANDAG websites and services are for your personal and non-commercial use. You may not modify, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the SANDAG websites, without the advance express written permission of SANDAG.

#### ***5. Termination/Access Restriction***

SANDAG reserves the right, in its sole discretion, to terminate your access to any or all its websites and the related services for any portion thereof at any time, without notice. SANDAG may also terminate or suspend your access to the SANDAG websites for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by SANDAG, or to re-subscribe to a service within one year.

#### ***6. Privacy Protection for Children***

SANDAG websites are not directed at children, and we will not accept or request Personally Identifiable Information from individuals we know to be under 13 years of age. In accordance with the Children's Online Privacy Protection Act of 1998, if we learn that a child under 13 years of age has provided us with Personally Identifiable Information, we will delete this information from our databases.

SANDAG wants to assist you in guarding your children's privacy. SANDAG encourages you to discuss safe and responsible use of Personally Identifiable Information while using the Internet.

You can find more information on this subject at [americainlinksup.org](http://americainlinksup.org), and under the Children's Online Privacy Protection Act, available at [ftc.gov/ogc/coppa1.htm](http://ftc.gov/ogc/coppa1.htm).

## **VI. OTHER PROVISIONS**

### **1. California Public Records Act Requests**

Certain information held by SANDAG may be subject to state public records laws. Dissemination of such information is governed by applicable California statutory provisions. Any dissemination of such information will be conducted in conformance with such laws.

We reserve the right to impose reasonable charges for responding to access requests under the Records Act. Fees for copies of records which are disclosed shall be assessed in accordance with the federal and state laws as well as the SANDAG Public Records Request Guidelines.

### **2. Links**

Our site may contain links to other sites (“Linked Sites”). The Linked Sites are not under the control of SANDAG and SANDAG is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. In addition, SANDAG is not responsible for the privacy practices of other sites. SANDAG is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SANDAG of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. We encourage our customers to be aware when they leave our site and to read the privacy policies of each website that collects Personally Identifiable Information. This Privacy Policy applies solely to information collected by our sites.

SANDAG also reserves the right to prohibit users from creating outside links to SANDAG websites. The user hereby agrees remove or cease any link upon our request. Users may not frame any part of the website material by including advertising or other revenue generating material.

### **3. Advertisers**

Any dealings with any advertiser appearing on the website are solely between you and the advertiser or other third party. We are not responsible or liable for any part of any such dealings or promotions.

### **4. Changes to this Privacy Policy**

SANDAG reserves the right to change the terms, conditions, and notices under which the SANDAG websites and services are offered. You are responsible for regularly reviewing these terms and conditions and any additional terms posted.

If SANDAG decides to change its privacy policy, those changes will be posted online so that you will always know what information SANDAG gathers, how it might be used, and whether SANDAG will disclose it to anyone. Your use of this site will be subject to the most current version of the Privacy Policy at the time of such use.

We will endeavor to post changes to this Policy at least 10 days before they take effect. We will also notify users who hold online accounts with SANDAG services of such changes. Any information we collect under the current Privacy Policy will remain subject to the terms of this Policy. After any changes take effect, all new information we collect, if any, will be subject to the new Policy.

## **5. Retention Period**

We retain records from our services and programs on both our active database systems and our archive systems. These records contain Personally Identifiable Information and Aggregate Information. We generally retain on our active systems services and program records that contain Personally Identifiable Information for not more than 14 months, (four years and six months for FasTrak or other electronic toll collection accounts). At that point, we archive such records, and retain the archived records for the retention period required by applicable public records laws of California. Our backup systems do not materially change the retention period of records that contain Personally Identifiable Information. We may retain Aggregate Information indefinitely.

## **6. Contact Us**

We welcome your feedback, questions, concerns, or suggestions regarding our Privacy Policy. You may contact us through the following ways:

- **TELEPHONE**
  - I-15 Express Lanes** – Call (888) 889-1515
  - South Bay Expressway (SR 125)** – Call (619) 661-7070
  - Compass Card** – Call 511 and say “Compass”
  - iCommute** – Call 511 and say “iCommute”
  - General SANDAG** – Call (619) 699-1900
- **EMAIL**
  - SANDAG:** [webmaster@sandag.org](mailto:webmaster@sandag.org)
  - Compass Card:** [compasscard@sandag.org](mailto:compasscard@sandag.org)
  - iCommute:** [iCommute@sandag.org](mailto:iCommute@sandag.org)
  - I-15 Express Lanes:** [support@myfastrak.511sd.com](mailto:support@myfastrak.511sd.com)
  - South Bay Expressway:** [customerservice@SBXthe125.com](mailto:customerservice@SBXthe125.com)
  - 511:** [511sd.com/suggestions.aspx](http://511sd.com/suggestions.aspx)
- **MAIL**
  - San Diego Association of Governments
  - 401 B Street, Suite 800
  - San Diego, CA 92101

## **7. Disclaimer Notice**

SANDAG makes no claims, promises, or guarantees about the accuracy, currency, completeness, or adequacy of the contents of this website and expressly disclaims liability for errors and omissions in its contents. In the event of a conflict between this Privacy Policy and the Public Records Act or other law governing the maintenance or disclosure of records, the Public Records Act or other applicable law will control. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to this website or its links to other Internet resources. Although we have put in place security systems (as described in this Policy) that are designed to prevent unauthorized disclosure of your Personally Identifiable Information, due to the nature of Internet technologies we cannot provide firm assurances as to the security of this information, and expressly disclaim any such obligation.

## **8. Indemnification**

You agree to indemnify and hold SANDAG, its officials, officers, employees, sponsors, partners, and agents harmless from any claims, actions, costs (including legal costs), or losses by any third party due to or arising out of your use of or conduct in relation to the website, including without limitation a breach of these Terms of Use.

## **9. Severability**

This Site is controlled and operated by SANDAG from its location in San Diego, California. This Policy shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Any dispute arising under this Policy shall be resolved exclusively by the state or federal courts sitting in San Diego, California. If any portion of these Terms of Use are deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

## **10. Ridesharing Safety**

Certain SANDAG ridesharing services, such as iCommuter, are offered as a convenience and service to commuters seeking ride matching services to include carpool, vanpool, SchoolPool, and/or bike and walk partners. All potential rideshare users should exercise caution and discretion, and generally take whatever steps he or she deems necessary to ensure one's safety.

You accept full responsibility for any ride that you may accept or provide through the SANDAG. SANDAG accepts no responsibility for the acts or omissions of any individuals using the SANDAG websites or offering or participating in ride matching services. Users and individuals offering or participating in ride matching services assume all risk related to these activities. SANDAG recommends that participants exercise caution when selecting a potential rideshare partner. No background checks of users, drivers or participants, driver record checks, insurance checks, or any other reference or credit checks are undertaken by SANDAG related to ride matching services. In addition, SANDAG does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by drivers or participants of SANDAG services and programs, the reliability or driving ability of participants or drivers, or whether those participants and drivers are insured.

Individuals participating in the SANDAG ridematching service assume full responsibility for notifying their insurance provider of their intent to carry non-family passengers and to ensure that they have adequate coverage to protect both themselves and their passengers. Individuals accepting a ride through the SANDAG ridematching service assume full responsibility for ensuring that the driver of the vehicle has an acceptable driving record, is properly licensed and has adequate insurance to protect both driver and passengers.

## V11. DEFINITIONS

**Aggregate Information** is information that does not identify you, and may include statistical information concerning use of SANDAG programs and services, or the pages on our site that users visit most frequently.

**Autoload** is a program whereby SANDAG (i) automatically charges your credit or debit card at your request and (ii) loads those funds to your Compass Card.

**Compass Card** means a Smart Card designed to be used by customers to obtain Metropolitan Transit System (MTS) or North County Transit District (NCTD) transportation services.

**Compass Card and FasTrak Services and Programs** mean SANDAG administered programs regarding customer purchase, registration, or use of Compass Card or FasTrak.

**Data Subject** means the individual identified by the Personally Identifiable Information at issue.

**Managed Account** means an account for Compass Card services that includes advanced service features such as recurring Autoloads, electronic payments, and loss protection.

**FasTrak** means the automated toll collection system used throughout California and locally administered by SANDAG.

**Personally Identifiable Information** means any information that could reasonably be used to identify you, including your name, address, email address, birth date, financial information, photograph, telephone number, or any combination of other information that could be used to identify you.

**Reduced Fare Programs** mean Compass Card services programs at reduced rates provided to certain senior citizens, Medicare recipients, persons with disabilities, youth, and students.

**Ridership Information** means information reflecting the overall travel patterns of all or a segment of our customers.

**Unrelated Third Parties** means anyone who is not involved in providing SANDAG services, running a SANDAG affiliated website, or fulfilling requests you make concerning such websites or SANDAG systems.

**You and Your** refer to any person (i) who accesses this site, (ii) who participates in a Compass Card services Program or Website Services program, or (ii) whose Personally Identifiable Information is provided to SANDAG.

**"We," "Us," and "Our"** mean SANDAG and its agents and contractors.

**Website Services** means the information, purchases, and Managed Account services that we offer through our website.

Revised: March 18, 2013