

## **ProjectWise Terms and Conditions of Use**

### **General**

By submitting the "CTDOT ProjectWise – New User Form" to the Connecticut Department of Transportation (CTDOT) Companies, Towns, and other's USERS must UNRESERVEDLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SERVICE, without the possibility of any modifications to same.

Any person accessing or using ProjectWise, on behalf of their organization acquires the status of 'USER' and it is thereby expressly understood that the USER accepts each and every one of the "General Conditions of Use" and new Conditions which the CTDOT may establish without prior notice to the USER. It is the USER'S responsibility to carefully read these "General Conditions of Use and Acceptance" each time they use ProjectWise.

The USER will be solely responsible for any infringements or damage caused through their use of ProjectWise, exempting CTDOT employees from any form of responsibility resulting from the actions of the USER.

The CTDOT reserves the right to change, delete, add or modify these Conditions, which would take immediate effect. CTDOT shall not be obliged to communicate these changes to members.

CTDOT also reserves the right to modify, add or remove any content from the ProjectWise without prior notice.

CTDOT also reserves the right to monitor USERS activity within CTDOT's ProjectWise.

CTDOT shall not be responsible for damages caused by the possible exchanges between USERS, or form part of any contractual relationship between Users.

links contained in ProjectWise may lead users to external third-party sites. CTDOT shall not assume responsibility for any information available outside the ProjectWise domain, nor for the correct functioning of these links, or be liable for any damage incurred by the USER.

CTDOT and the USER are subject to the jurisdiction of the courts of the United States, expressly waiving any other jurisdiction regarding possible disputes arising from the provision of services, application, compliance with or breach of the Conditions set out here for the use of ProjectWise.

### **Correct Use of ProjectWise**

The USER (Organization) undertakes to abide by the following rules: Any violation of these rules may result in their immediate expulsion from ProjectWise and the deletion of their USER account. The USER undertakes to use ProjectWise, its content and services in accordance with the law, these General Conditions of Use and Acceptance, morality and public order.

The USER undertakes not to use CTDOT for illicit purposes or those contrary to the Conditions of Use, or that harm the interests or rights of others, or in any way that could disrupt, disable, or impede the normal use of the ProjectWise.

The USER agrees not to publish any kind of copyright-protected material, without authorization. Any USER found to be publishing content that breaches national or international law currently in force will assume the legal consequences arising from such action, and exempt CTDOT from all responsibility in connection with same.

The USER agrees not to extract and distribute CTDOT material to third parties. Data provided in ProjectWise shall be used by authorized users only, and only for work directly related to State of Connecticut Contracts.

The USER authorizes CTDOT to reproduce and distribute, in any format, all documentation uploaded by the USER. The USER declares to be the legitimate owner of all uploaded documents.

It is forbidden by national and international law to publish illegal content that violates any fundamental individual right, the dignity of the individual, the rights of minors, consumer rights or any content that could be considered negative by CTDOT or by other USERS. Any content considered by CTDOT to be inappropriate for the purpose of ProjectWise will be removed.

Once registered, USERS will be able to access ProjectWise by keying in their organizations (Company, Town, or other) USER LOGIN ID and password, supplied by CTDOT. The USER LOGIN ID and password are meant to be shared by the organization (Company, Town, or other) it has been assigned to. The USER LOGIN ID and password is not transferable to someone outside the organization (third party) and its USER's must take the necessary precautions to safeguard it. The organization and its USER's are solely responsible for any third-party use of their password. If the USER suspects that their password is being used by another person they must contact CTDOT to rectify this as soon as possible.

All data provided by the USER in their registration form must be authentic. Should there be any doubts regarding their membership details, the USER is obliged to provide any further information required by CTDOT in order to verify its authenticity.

The USER is aware, and voluntarily accepts, that they use CTDOT's ProjectWise at their own risk.

The USER also agrees not to destroy, disable, modify or damage data, programs available on ProjectWise, including the use of scripts, computer viruses, macros, applets, ActiveX controls, any another use aimed at overloading ProjectWise, or any other action that may affect its proper functioning. Documents may be modified in accordance with CTDOT normal business processes, as described in the Digital Project Development Manual, but not for illicit purposes.

### **Liability**

**IN NO EVENT SHALL CTDOT, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER, FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS LOSSES, LOST SAVINGS, LOST DATA, LOSS OF USE, LOST PROFITS, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES ARISING FROM OR RELATING TO YOUR USE, RELIANCE UPON OR INABILITY TO USE CTDOT PROJECTWISE, THE CONTENT AND/OR THE SERVICES, WHETHER OR NOT CTDOT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR IF YOU TRANSFER CONFIDENTIAL OR SENSITIVE INFORMATION TO CTDOT OR IF CTDOT COMMUNICATES SUCH INFORMATION TO YOU AT YOUR REQUEST OVER THE INTERNET.**

### **User Consent**

Companies, towns, and others, by submitting, to CTDOT, the new ProjectWise User Form with their data, are expressly stating that all USERS within their establishment understood to have read and accepted these Conditions of Use, and give their free, informed, specific and unequivocal consent for CTDOT to process their application data in order to offer services on ProjectWise.

### **Responsibility for ProjectWise Functioning**

CTDOT is not responsible for any damage that may occur due to error, omission, lack of timeliness or any other cause, of the information contained on this ProjectWise or other sites accessible from it. CTDOT does not assume any responsibility for information added to the site by USERS.

CTDOT disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any other cause beyond the control of CTDOT.

CTDOT reserves the right and the power to temporarily suspend access to the ProjectWise, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of this ProjectWise.

### **Modifications**

CTDOT reserves the right to modify and update at any time and without prior notice, the General Conditions of Use and the Privacy Policy of this ProjectWise. The USER will be automatically bound by the General Conditions of Use in force at the time of accessing the ProjectWise. It is therefore advisable to read these Conditions of Use from time to time

### **Right to Cancel Access**

The USER may exercise their rights of access and rectification, and unsubscribe from CTDOT ProjectWise services via their USER profile on CTDOT ProjectWise, by sending an email to: [Julie.annino@ct.gov](mailto:Julie.annino@ct.gov). In case of any problems or queries regarding the processing of their data, they may also contact: [bruce.bourgoin@ct.gov](mailto:bruce.bourgoin@ct.gov).