

## TERMS OF USE

### ACCEPTANCE OF TERMS

State of California, Department of Transportation (“the Department”) makes this Website (the “Site”) including all information provided by the California Department of Transportation on this Web page, and on its other Web pages and Intranet sites, including but not limited to the **Bridge Construction Records and Procedures Manual (Volume 2)**, forms, workbooks, documents, communications, files, text, graphics, software, and products available through the Site (collectively, the “Materials”) and all services operated by the Department and third parties through the Site (collectively, the Services), available for your use subject to the terms and conditions set forth in this document and any changes to this document that the Department may publish from time to time (collectively, the “Terms of Use”).

**By accessing or using this Site in any way, including, without limitation, use of the Services, downloading of any Materials, or merely browsing the Site, you agree to be bound by the Terms of Use.**

The Department reserves the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at its sole discretion, and will provide notice of material changes on the home page of the Site. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. You agree to use the Site, the Materials, Services and products on the Site or accessible via the Site only for lawful purposes. If you breach any of the Terms of Use, your authorization to use this Site automatically terminates, and any Materials downloaded or printed from the Site in violation of the Terms of Use must be immediately destroyed.

### COPYRIGHT STATEMENT

The contents of all Materials available on any page within this Site are copyrighted by the Department unless otherwise indicated. Title to copyright within the Materials will at all times remain with the Department. All rights are reserved by the Department, and unless specifically authorized within the text of this Site. You may only use, download, or copy the Materials contained in the Site in accordance with the Terms of Use. Any permitted copies of the Materials must retain the copyright notice, and any other proprietary notices contained in such Materials. Unless otherwise provided in the Terms of Use, you may not edit, modify, disseminate, publish, transfer in any form or by any means make use of the Materials without the express, prior written consent of the Department. You may not use any content contained in the Materials in any manner that may give a false or misleading impression or statement as to the Department or any third party referenced in the Materials. Nothing in this Site shall be construed as conferring any license under the Department’s intellectual property rights, whether by estoppels, implication or otherwise.

## **TRADEMARK STATEMENT**

The “CT” logo, the “CalTrans” logo and other Department logos and titles displayed on this Site are trademarks or services marks (collectively, “Marks”) of the Department. All other products, company names or other trademarks appearing on this Site are the trademarks of their respective owners. Nothing contained in the Site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Marks displayed on the Site without prior written permission of the Department or other trademark owners.

## **INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS**

The Materials and Services on this Site, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and the Terms of Use. Except as expressly provided herein, the Department and its suppliers do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

## **DISCLAIMER AND LIMITATION ON LIABILITY**

### **(A) DISCLAIMER OF WARRANTIES**

**THIS SITE IS PROVIDED “AS IS” OR “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. THE DEPARTMENT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, OR LOSS FROM PERSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM THE USE OR MISUSE OF THIS WORLDWIDE WEBSITE, OR THE INFORMATION, TRAINING, DOCUMENTS, OR SOFTWARE HEREIN, EVEN IF THE DEPARTMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANOTHER PARTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY. THE DEPARTMENT DOES NOT WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR FREE OF INACCURACIES OR ERRORS, NOR DOES THE DEPARTMENT WARRANT THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.**

## **(B) Limitation on Liability**

The references and descriptions of Materials or Services within the site materials are provided “As Is” or “As Available” without any warranty of any kind, express or implied. This Site is intended solely for informational purposes and is not intended to be a substitute for engineering knowledge, experience or judgment. The Department is not liable to any party for any cost or damages, including any direct, indirect, special, incidental, or consequential damages, arising out of or in connection with the access or use of, or the inability to access or use, the Site or any of the Materials or Services described herein. The possibility exist that unauthorized additions, deletions and alterations could be made by other parties to the Site. Although the Department tries to insure the integrity and accuracy of the Site, it makes no guaranties as to the correctness or accuracy of the information on the Site. Although the Department’s Site is accessible worldwide, not all Materials or Services discussed in the Site are available to persons or in all geographic locations. The Department reserves the right to limit the provision of its Materials or Services to any person, or geographic areas it so desires, and to limit the quantities of any Materials or Services that it provides. Any offers for any type of Materials or Service made in the Site are void where prohibited. At certain places on the Department’s Site, live links to other internet addresses can be accessed. Such external internet addresses contain information created, published, maintained or otherwise posted by institutions or organizations independent of the Department. The Department does not endorse, approve, certify or control these external internet addresses and does not guaranty the accuracy, completeness, timeliness, or correct sequencing of information located at such addresses. Use of any information obtained from such addresses is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness and timeliness. Reference therein to any specific commercial product, process, or service by trade name, trademark, service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or favoring by the Department.

## **LINKS TO THIRD PARTY SITE**

Any other websites which are accessible via any link on this Site are not under the control of the Department. The Department is not responsible for the contents of any linked website or any link contained in a linked website, or any changes or updates to the information contained in such websites. The Department provides the linked websites to you only as a convenience and the inclusions of any such links on the Site does not imply the Department’s endorsement of the websites, the organization operating such websites, nor any products or services of that organization. The linking to any off-site pages or other websites is entirely at your own risk.

## **INDEMNITY AND LIABILITY**

You agree to indemnify and hold the Department, and its affiliates, officers, agents, consultants and employees, harmless from any claim, suit or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of content(s) you submit, post to, or transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms of Use, or your violation of any rights of another person or entity.

## **GOVERNING LAW AND JURISDICTION**

This Site (excluding linked sites) is controlled by the Department from its offices within the State of California, United States of America. By accessing this Site, you and the Department agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof. You and the Department also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of Sacramento County and the United States District Court for the Eastern District of California with respect to such matters.

## **TERMS AND CONDITIONS OF USE**

This Site is owned and operated by the Department. All LSIT information, without limitation to videotapes, workbooks, training materials, text, graphics, software and all HTML, CGI and other codes and scripts in and used to implement the Site (Content) are the property of the Department or its license service. The content of this Site is for personal use only. The Department agrees to adhere to all applicable United States federal and state laws in industry practice related to the collection and use of personal information from website visitors. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to conflict of law provisions. You and the Department agree to submit to the exclusive jurisdiction over all disputes hereunder in venue in an appropriate state or federal court located in the State of California. The Department reserves the right to change, suspend or discontinue any aspect of the Site at any time, including the availability of any of the Site Materials, Services, features, database, or content and will provide reasonable notice of such changes on the Site. The Department may also impose limits on features, Materials, Services or contents or limit access to parts of the Site. The Department may terminate user access or suspend any user's access to the Site without notice for any conduct that The Department, in its sole discretion, believes violates the applicable law or is harmful to The Department, any of its members, or a third party licensor. Except where otherwise indicated, the Department grants permission to access, use, or download the Materials or Services it posts on the Site only when:

1. The copyright notice will appear on all copies;
2. No modifications to the Materials will be made;
3. You will not claim ownership or rights in the Materials;
4. Access or use of the Materials is for personal or informational purposes only;
5. Access or use of the Materials or Services, or any part thereof, will not result in the Materials being published, reproduced, transmitted, stored, sold, or distributed for profit, including in any advertisement or commercial publication;

6. You took reasonable steps to communicate these terms in connection with any use, and to ensure compliance with these terms, by persons who obtain access to or use the Materials or Services as the result of your access or use of the Materials or Services; access or use of the Materials or Services, or any part thereof, will not result in the Materials being copied or posted on any internet website, server, or computer network or associated computers, without the Department's express consent;
7. The rights granted to you constitute a license to use and not a transfer of title;
8. As a site visitor, you agree not to do any of the following while visiting or using the Site or any of the services provided by or through the Site:
  1. Impersonate or misrepresent your affiliation with any person or entity;
  2. Except as expressly permitted by the rules of this Site, post or transmit any unsolicited advertising, promotional materials, junk mail, spam, chain letters or any other form of solicitation on this Site;
  3. Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component; violate any applicable law or regulation, including without limitation to any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority; use of the Site or any Services or Materials provided by or through the site to compile a directory or list of individuals, companies or their representatives; access or use password protected, secure or non-public areas of the Site without authorization; or frame, repackage or otherwise redistribute any portion of the Site.

## **ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF USE**

By using this Site you acknowledge the terms and conditions of use and you agree to the terms and conditions thereof. The Site shall be used for individual, personal, and confidential reference purposes only, and may be used only pursuant to these terms and conditions of use. This Site and the contents hereof are proprietary products of the Department. Contents of this Site may not, in whole or in part disseminated, entered into a computer database, used as a part of or in connection with a mailing list, or otherwise utilized, in any form or manner or by any means, except for the user's individual, personal and confidential reference.

You agree to read these terms and conditions of use carefully before using the Site. If you do not agree to the use terms, you may not access or otherwise use the Site. The Department reserves the right to change the terms, conditions and notices under which this Site is offered.

Click red box to accept terms  
and view the manual: