CalSPEED Terms and Conditions

1. GENERAL

1.1. By installing the Application (as defined below), you agree to be bound by these terms of use ("Terms"). Please review them carefully before installation and/or acceptance.

2. DEFINITIONS

The "Application" shall mean the software provided by the California Public Utilities Commission (CPUC) to offer services related to CalSpeed to be used on Windows or Mac OS devices and any other software or documentation which enables the use of the Application. These terms and conditions also apply to any upgrades which may occur.

3. DATA PROTECTION

Any personal information you supply to CalSpeed when using the Application will be used by CalSpeed in accordance with its Privacy Policy which can be viewed **here**.

4. COPYRIGHT

4.1. Permission is hereby granted, free of charge, to any person obtaining a copy of this software (Iperf) and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

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Please see http://ndt.arnes.si/ui_license.html for more details.

5. CONDITIONS OF USE

5.1. The Application is currently made available to you free of charge for your personal, non-commercial use. The CPUC reserves the right to amend or withdraw the Application in accordance with these Terms, at any time and for any reason.

5.2. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

5.3. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

5.4. The CPUC may vary these terms and conditions at any time by posting a revised version on **http://www.cpuc.ca.gov/PUC/Telco/bbpubfeedback.htm**. Your continued use of the application following the posting of changes to the agreement will mean that you accept those changes.

6. AVAILABILITY

6.1. This Application is available to devices running Windows and Mac Operating Systems. The CPUC will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside the CPUC's reasonable control.

6.2. The CPUC and its sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

6.3. Neither the CPUC, nor its sub-contractors, will be responsible for any support or maintenance for the Application.

7. SYSTEM REQUIREMENTS

7.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, and internet access.

7.2. The Software Requirements are as follows: Language: English.

7.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

8. LIMITATION OF LIABILITY

8.1. In no event will the CPUC be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application,

including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

8.2. The CPUC is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.