

# CalSpeed Terms of Service

## 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 Android 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

No personally identifiable information or individual customer proprietary information (CPNI) is collected. For more information, see the complete CPUC Mobile Testing Application Privacy Statement (<http://www.cpuc.ca.gov/PUC/Telco/Information+for+providing+service/Broadband+Availability+Maps.htm>)

## 4. COPYRIGHT AND SOFTWARE LICENSE

4.1. This software incorporates elements of Iperf, as well as elements of Network Diagnostic Tool (NDT).

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INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## 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. Use of CalSPEED can involve sending and receiving large amounts of data. Data usage will be greater in relation to network speed. 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 and agree that neither the CPUC, nor CSUMB, nor any other third party is responsible for usage charges you incur from your use of CalSPEED

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/Information+for+providing+service/Broadband+Availability+Maps.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 handheld mobile devices running Android 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 device (smartphone or USB data card) and either a mobile data plan or WiFi connection for internet access.

7.2. The Software Requirements are as follows: Android OS devices running Android OS 2.1 up to OS 2.3;  
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. PRIVACY POLICY

CalSPEED, released by the California Public Utilities Commission (CPUC) in conjunction with California State University, Monterey Bay collects and stores a variety of information that facilitates the collection of data useful in the determination of mobile broadband quality. The information we are collecting includes Service Set Identifiers (SSID), Basic Service Set Identifiers (BSSID), and GPS coordinates through these tests. No personally identifiable information or individual customer proprietary information (CPNI) is collected. For more information, see the complete CalSPEED Privacy Statement (<http://www.cpuc.ca.gov/PUC/Telco/Information+for+providing+service/Broadband+Availability+Maps.htm>). The data collected will be available to the public, except for SSIDs and BSSIDs which will not be disclosed for network security reasons. The CPUC is soliciting this information as part of its obligations under the State Broadband Data and Development Grant, awarded by the National Telecommunications and Information Administration.

## 9. LIMITATION OF LIABILITY

9.1. 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.

9.2. 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.