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The West Virginia Department of Transportation cannot in any event be held liable for any and all damages from the use of the application. Please use these services responsibly and do not interact with mobile devices while driving. Please do not text, email or use any device or materials that will distract you or take your attention away from driving, The West Virginia Department of Transportation is not liable for any cost related to the use of the traffic information from the "DRIVE SAFE" application.

Privacy Clause: No personally identifying information is transmitted to or stored on "DRIVE SAFE" remote/hosting systems. The application will use your mobile device's built in GPS for location information so that information relevant to your location can be presented. On the "DRIVE SAFE" screen, this is called "MAIN SWITCH" and you may deactivate this feature at any time by changing the selection to "OFF". If this is deactivated, the application will not send location information to your device until the switch is toggled to "ON". At that point, the application will try to estimate of your location based on triangulation or GPS if enabled.

The application will send your data back to the West Virginia Department of Transportation for reporting purposes unless you opt out. This information will be sent back anonymously. No user or phone identifying information is transmitted to or stored on "DRIVE SAFE" remote/hosting systems. General usage data may be used for reporting purposes and may, in aggregated form, be used or disclosed to third parties. No specific user identifiable data shall be stored by the application or disclosed to third parties. The West Virginia Department of Transportation owns stored data and can use such information free of charge. The West Virginia Department of Transportation is entitled to revise these terms at any time and reserves the right, at its own discretion and without notice, to discontinue the service.

The West Virginia Department of Transportation respects the privacy of users of the mobile application "DRIVE SAFE" and takes great care to protect your privacy. The privacy portion of this agreement tells you what is transmitted and how we may use it. When you use the application, certain data is transmitted to and/or stored by the "DRIVE SAFE" hosting systems. This information can/will enable us to analyze traffic patterns and to determine "DRIVE SAFE" usage so that we may improve our services to you. This data can include:

- Your dynamic geographic location, based on GPS or triangulation
- The sound files transmitted
- The time of each broadcast sound file
- Latitude and longitude
- Altitude
- "DRIVE SAFE" settings/preferences
- Speed
- Heading
- Measurement accuracies
- GPS
- Date
- The image files transmitted
- The time sent for each image file

We may from time to time need to change the privacy portion of this agreement.

For further information please visit www.wv511.org