



WWW.BUSPATROL.COM

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Please read these Terms and Conditions carefully, as they describe the terms and conditions applicable to the Site (defined below). BY ACCESSING ANY AREA OF THE SITE, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and BusPatrol America LLC and its affiliates (“we,” “us” or “our”), concerning your access to and use of the buspatrol.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

Agreement to Terms

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason, without notice. You waive any right to receive specific notice of each such change or modification. All such changes or modifications shall be effective immediately upon the posting thereof on the Site. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates, changes or modifications. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes or modifications in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from locations outside of the United States do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

If you violate any of these Terms and Conditions, your permission to access and use the Site and the Content (defined below) automatically terminates (without notice to you) and you must immediately cease all access to and use of the Site and the Content.

In order to access the Site, you must have access to the Internet and related equipment or software, which is it your responsibility to obtain at your own expense. You acknowledge that you are solely responsible for upgrading and configuring your systems to be and remain compatible with the Site. We have no control over third-party networks you may access during your use of the Site, and therefore, delays and disruption of other network transmissions are completely beyond our control. You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions and to abide by and comply with these Terms and Conditions.

Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, features and functionality, software, website designs, audio, video, text, images, photographs, graphics and other material on the Site (collectively, the “Content”) and the trademarks, service marks, trade and service names, designs, slogans and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. Any use of the Content or Marks not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

You acknowledge that you do not acquire any ownership rights by accessing or using the Site or the Content. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, modified, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, in whole or in part, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. You agree not use the Site (directly or indirectly) for any unauthorized purpose or to

transmit or procure the sending of any advertising or promotional material. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent, warrant and covenant that:

- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the legal capacity and you agree to comply with these Terms and Conditions;
- (4) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- (5) you will not use the Site for any illegal or unauthorized purpose; and
- (6) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or fail to update any information on a timely basis, or if we have reason to believe that information you provided is not current, untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). We also retain the right, in our sole discretion, to suspend, deactivate, or terminate any or all of your accounts, as reasonably necessary to investigate or stop illegal, fraudulent, or suspicious activities.

USER REGISTRATION

You may be required to register with the Site, including, but not limited to, creating a username and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. Your account is personal to you and you are solely responsible for any and all acts or omissions that occur through the use of your account, whether or not permitted or authorized by you. You agree to: (i) create only one account; (ii) maintain the security of your account by restricting access to your account and not sharing your username or password with others; (iii) notify us immediately upon learning of any unauthorized access to or use of your account, your username or password or any other security breaches relating to the Site; (iv) take responsibility for and accept all risk relating to any and all activities and transactions that occur under or in connection with your account; and (v) ensure that you exit from your

account at the end of each session. Additionally, you may not use your account to gain or attempt to gain unauthorized access to any portion of the Site, including, but not limited to, accessing another user's account. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We reserve the right to terminate account sessions that are inactive for an extended period of time.

We will not be liable for any loss or damage arising from use or misuse of your account due to the activities of third parties or resulting from your failure to maintain the security and confidentiality of your account, username and password. We will also not be liable to you or any third party for any termination of your account or access to the Site,

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage, use or launch any automated system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools to access, monitor or copy any Content or information in or on the Site.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or servers connected to the Site, or violate any of the procedures, policies or regulations of networks connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.

12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. access the Site in order to build a competitive product or service or for benchmarking or other competitive purposes or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site, scan or test the vulnerability of the Site, or attempt to gain unauthorized access to, interfere with, damage, or disrupt the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) any material that contains viruses, Trojan horses, worms, spyware, or other material that is malicious or technologically harmful, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Site, including excessive use of capital letters and spamming (continuous posting of repetitive text), or other actions that interfere with any party's uninterrupted use and enjoyment of the Site or that modify, impair, disrupt, alter, or interfere with the use, features, functions, operation, or maintenance of the Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.
25. alter or modify any part of the Site.
26. collect or harvest any personally identifiable information from the Site.
27. post or transmit through the Site any material which (in our sole discretion) is unlawful, threatening, harassing, racist, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, which encourages conduct that would constitute a criminal offense, which gives rise to civil liability, which otherwise violates any law, which could be detrimental to us, or which provides support or resources to any organization designated by any government as a foreign terrorist organization.

28. upload, post or otherwise make available on the Site any material protected by copyright, trademark or other third party proprietary rights, including privacy and publicity rights, without the express permission of the owner of the copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from any such submission.

29. engage in any conduct that restricts or inhibits another user's use or enjoyment of the Site.

You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). The term "Contributions" as used herein shall include any questions, comments, suggestions, ideas, feedback, or other information regarding the Site that you provide.

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary for all purposes. When you create or make available any Contributions, you represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms and Conditions.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, threatening, defamatory, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments or discriminatory language that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site without notice. You agree that we have the right, but not the obligation, to monitor the content of the Site and remove any material that we, in our sole discretion, find to be in violation of the provisions herein or otherwise objectionable.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, sublicensable, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, edit, modify, excerpt (in whole or in part), create derivative works from, display and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels, now known or hereafter developed. You also hereby grant each user of the Site a non-exclusive license to access your Contributions through the Site, and to use, reproduce, distribute, display and perform such Contributions as permitted through the functionality of the Site and under these Terms and Conditions.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We may use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any Contribution or other communication you may send to us without compensation to you or attribution and for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products or services and creating, modifying or improving the Site or other web sites. Should you send any unsolicited materials or ideas, you do so with the understanding that no consideration of any sort will be provided to you, and you are waiving any claim against us regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

You shall be solely responsible for your own Contributions and the consequences of posting or publishing them. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions. We do not endorse any Contributions, or any opinion, recommendation, or advice expressed therein. You agree that we have the right, in our sole and absolute discretion, for any reason or for no reason, (1) to edit, redact, or otherwise change any Contributions (or any portion thereof); (2) to re-categorize any Contributions (or any portion thereof) to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions. We do not permit copyright infringing activities and infringement of intellectual property rights on the Site, and we may remove any Contributions if notified that such Contribution infringes on another's intellectual property rights.

You agree that should we accept a Contribution, we may include that Contribution in the Site for as long or as short a period of time as we, in our sole discretion, choose. We may choose to retain, but not display, distribute, or perform, server copies of Contributions that have been removed or deleted.

GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (1) you should have firsthand experience with the person/entity being reviewed;
- (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- (4) your reviews should not contain references to illegal activity;
- (5) you should not be affiliated with competitors if posting negative reviews;
- (6) you should not make any conclusions as to the legality of conduct;
- (7) you may not post any false or misleading statements;
- (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

You shall be solely responsible for your own reviews and the consequences of posting or publishing them. We do not assume and expressly disclaim all liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews, in any medium, now known or hereafter developed.

You agree that should we accept a review; we may include that review in the Site for as long or as short a period of time as we, in our sole discretion, choose. We may choose to retain, but not display, distribute, or perform, server copies of reviews that have been removed or deleted.

MOBILE APPLICATION LICENSE

Use License

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;
- (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site:

- (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
- (2) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(3) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site.

If a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time.

YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site.

You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, we have no control over such Third-Party Websites or Third-Party Content, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services.

By using the Site, you expressly relieve us from any and all liability arising from your use of any Third-Party Website that you visit through or via the Site - any access by you to Third-Party Websites from the Site shall be entirely at your own risk. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. Your dealings or correspondence with such third parties, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. We are not liable for any damages or losses of any sort incurred as a result of such dealings or as a result of such third-party advertisements or information on the Site.

If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

As an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act ("DMCA") Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

(5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Under no circumstances shall we be held liable for any loss or damage caused by your reliance on information, materials or Content obtained on or through the Site. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy at <https://buspatrol.com/privacy-policy>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Site is hosted in the United States.

You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") to our Designated Copyright Agent using the contact information provided below (a "Notification").

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
- (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Counter Notification

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent using the contact information provided below (a "Counter Notification").

To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located;
- (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent;

(4) your name, address, and telephone number;

(5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

(6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Designated Copyright Agent:

Attn: Roberto Rego
8560 Cinder Bed Rd #100
Lorton, VA 22079, United States roberto@buspatrol.com

For clarity, only DMCA notices should go to the Designated Copyright Agent. You acknowledge that if you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid.

TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. Temporary interruptions of the services available through the Site may occur as normal events.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

DISPUTE RESOLUTION

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IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF BY A JUDGE OR JURY. ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTION LAWSUITS ARE NOT ALLOWED.

Each party waives its right to a jury trial in any court action arising between the parties under these Terms and Conditions or otherwise related to these Terms and Conditions, whether made by claim, counterclaim, third-party claim, or otherwise.

Subject to this Section, all disputes between you and us must be resolved by final and binding arbitration. This agreement to arbitrate is intended to be given the broadest meaning under law and includes, but is not limited to, (i) disputes and claims arising out of or relating to any aspect of the relationship between you and us, whether based in statute, fraud, tort, contract, misrepresentation, or any other legal theory, (ii) disputes and claims that arose before this or any prior agreement, and (iii) disputes and claims concerning the scope of this arbitration provision. The arbitration will be conducted by one arbitrator using the procedures described in this Section. The arbitration of any dispute shall be administered by the American Arbitration Association (“AAA”) and shall be governed by the AAA’s Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes, as modified by these Terms and Conditions, which are in effect on the date a dispute is submitted to the AAA. To the extent that such procedures differ from these Terms and Conditions, these Terms and Conditions shall govern to the fullest extent permitted by law. You have the right to be represented by counsel in an arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of these Terms and Conditions and may not limit, expand, or otherwise modify their terms.

Before you take a dispute to arbitration, you must first write to us at:

8560 Cinder Bed Rd #100, Lorton, VA 22079

and give us an opportunity to resolve the dispute. Similarly, before we take a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within thirty (30) days from the date you or we are notified by the other of a dispute, then either party may contact the AAA in writing and request arbitration of the dispute. Information about the arbitration process and the AAA’s Arbitration Rules and its fees are available at www.adr.org. The arbitration will be based only on written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA’s telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Arbitrations under these Terms and Conditions shall be confidential as permitted by federal law. However, by filing for arbitration, you may elect to relieve both parties to the arbitration of confidentiality obligations. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator’s fees shall be deposited equally by the parties, but may be awarded by the arbitrator as provided in the AAA rules.

Nothing in this Section or otherwise shall preclude us from seeking any injunctive relief in any court of competent jurisdiction for protection of our intellectual property rights or other proprietary rights. You acknowledge and agree that our remedies at law for a

breach or threatened breach by you of any of the provisions of these Terms and Conditions would be inadequate and therefore agree that in the event of a breach or threatened breach, in addition to any remedies at law, we shall, without posting any bond or other security, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy which may then be available.

All of our rights and remedies upon your breach or other default under these Terms and Conditions will be deemed cumulative and not exclusive of any other right or remedy conferred by these Terms and Conditions or by law or equity on us, and the exercise of any one remedy will not preclude the exercise of any other.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, TIMELY, RELIABLE OR

ERROR FREE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY: (I) LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, PERFORMANCE OR NON-PERFORMANCE OF THE SITE; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY PRODUCT OR SERVICE; (V) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, GRAPHICS OR CONTENT OBTAINED THROUGH THE SITE; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE; (VII) ANY PROPERTY DAMAGE, INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THE SITE OR ANY WEB SITE TO WHICH IT PROVIDES HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY DELAY OR INABILITY TO USE THE SITE, OR ANY CONTENT, OTHER INFORMATION OR PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE. THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD

PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IF YOU ARE DISSATISFIED WITH THE SITE, THE CONTENT, ANY OTHER INFORMATION FOUND THEREON, OR WITH ANY PART OF THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. IF, NOTWITHSTANDING THE FOREGOING, WE ARE FOUND LIABLE UNDER ANY LEGAL THEORY FOR ANY LOSS OR DAMAGE RELATING TO YOUR USE OF THE SITE, YOU AGREE THAT OUR LIABILITY SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE FOREGOING EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM ARISES OR BE FOREVER BARRED. REMEDIES UNDER THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions and reviews; (2) your use of the Site and Content; (3) breach of these Terms and Conditions; (4) any breach by you of these Terms and Conditions or any other agreement with us; (5) your violation of the rights of a third party, including but not limited to copyright, property or privacy rights; (6) your negligence or willful misconduct; or (7) any overt harmful act toward any other user of the Site with whom you connected via the Site, including any claim that any of your Contributions or reviews caused damage to a third party.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Site, all as modified by us from time to time, constitute the entire agreement and understanding between you and us. By agreeing to these terms, you represent that you are not relying on any agreement, representation or warranty pertaining to the subject matter hereof that is not expressly set forth herein. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred, licensed, or assigned by you. We may assign any or all of our rights and obligations to others at any time.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

In addition to any limitations provided by applicable law, we shall be excused from liability for non-delivery or delay arising from any event beyond our reasonable control, whether or not foreseeable, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, pandemic, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Any provision of these Terms and Conditions which by its nature would survive the termination or expiration of these Terms and Conditions shall do so.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

BusPatrol America LLC.
8560 Cinder Bed Rd #100,
Lorton, VA 22079
1 (888) 507-6219
info@buspatrol.com