

## FirstGroup America Online Terms of Use

Please read these Terms carefully before using our websites, e-mails, and any online services provided by FirstGroup America, Inc. and its subsidiaries (excluding Greyhound Lines, Inc. and its subsidiaries and FGI Canada Holdings Limited and its subsidiaries) (collectively, “**FirstGroup**”, “**we**”, or “**us**”, or “**our**”) that post a link to these Terms (the “**Service(s)**”) regardless of how you access or use it. ***These Terms limit your rights and remedies and require arbitration of disputes and class action waiver.***

By visiting or otherwise using the Service in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), and to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in our Online Privacy Policy. In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

The FirstGroup Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Service constitutes your agreement to all such terms, conditions, and notices. If you do not agree you may not use our Services.

### **Modification of These Terms of Use**

FirstGroup reserves the right to prospectively change the terms, conditions, and notices under which the FirstGroup Services are offered, in whole or in part.

### **Links to Third Party Sites**

The FirstGroup Service may contain links to other websites (“**Linked Sites**”). The Linked Sites are not under the control of FirstGroup and FirstGroup is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. FirstGroup is not responsible for webcasting or any other form of transmission received from any Linked Site. FirstGroup is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by FirstGroup of the site or any association with its operators.

### **No Unlawful or Prohibited Use**

As a condition of your use of the FirstGroup Service, you warrant to FirstGroup that you will not use the FirstGroup Service for any purpose that is unlawful, or prohibited by these terms, conditions, and notices. You may not use the FirstGroup Service in any manner which could damage, disable, overburden, or impair the FirstGroup Service or interfere with any other party's use and enjoyment of the FirstGroup Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the FirstGroup Service.

### **Materials Provided to FirstGroup or Posted At Any FirstGroup Service**

FirstGroup does not claim ownership of the materials you provide to FirstGroup (including feedback and suggestions) or that you post, upload, input or submit to any FirstGroup Service or its associated services (collectively “**Submissions**”). However, by posting, uploading, inputting, providing or submitting your Submission, you are granting FirstGroup, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. FirstGroup is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in FirstGroup's sole discretion. By posting, uploading, inputting, providing or submitting your

Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Liability Disclaimer**

The information, software, products, and services included in or available through the FirstGroup Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. FirstGroup and/or its suppliers may make improvements and/or changes in the FirstGroup Service at any time. Advice received via the FirstGroup Service should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

To the fullest extent permissible by applicable law, FirstGroup and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**FirstGroup Parties**”) make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the FirstGroup Service for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. FirstGroup Parties hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall FirstGroup Parties be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the FirstGroup Service, with the delay or inability to use the FirstGroup Service or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the FirstGroup Service or otherwise arising out of the use of the FirstGroup Service, whether based on contract, tort, negligence, strict liability or otherwise, even if FirstGroup Parties has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the FirstGroup Service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the FirstGroup Service.

### **Termination/Access Restriction**

FirstGroup reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Ohio, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Hamilton County, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and FirstGroup as a result of this agreement or use of the Services. FirstGroup's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FirstGroup's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by FirstGroup with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and FirstGroup with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and FirstGroup with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

### **Arbitration**

FirstGroup and you agree that it would be advantageous to discuss and hopefully resolve any disputes before formal proceedings are initiated; provided, however, that FirstGroup need not do so in circumstances where its claims of Intellectual Property rights are concerned (“**IP Disputes**,” with all other disputes referred to as “**General Disputes**”). The party making a claim – whether you or FirstGroup – shall send a letter to the other side briefly summarizing the claim and the request for relief. If FirstGroup is making a claim, the letter shall be sent, via email, to the email address listed in your FirstGroup account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this section. If you are making a claim, the letter shall be sent to FirstGroup America, 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (Attn: General Counsel). If the dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this section. Either you or FirstGroup, however, may seek provisional remedies (such as preliminary injunctive relief, subject to these Terms before the expiration of this sixty (60)-day period.

All actions or proceedings arising in connection with, touching upon or relating to any dispute, or the scope of the provisions of this section, shall be submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Hamilton County, Ohio, before a single arbitrator. If the matter in dispute is between FirstGroup and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates’ lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator’s award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Hamilton County, Ohio or, if sought by FirstGroup, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator’s decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Hamilton County Court of Common Pleas or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.

### **Class Action Waiver**

As permitted by applicable law, both you and FirstGroup waive the right to bring any dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this section is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

### **Trademarks**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners and no association with any real company, organization, product, person, or event is intended or should be inferred.

### **Copyright and Trademark Notices**

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