

BusBulletin.com | Terms of Service & Use

(Effective 16 March 2015)

Overview

BusBulletin.com ("Website") is a communication service that allows notifications to be sent to school officials, parents, and children when a bus is delayed, diverted, or involved in an accident or emergency of some kind. The service is extend-able to allow other types of alerts to be sent to all registered persons associated with a school, groups of schools, or an entire district. Notifications can be sent via text message (to cell phones), e-mail, or even as voice messages. Users are responsible for any phone or text charges per their plans with their carriers.

Acceptance of contracts to use the Website for sending notifications (by school districts or similar local, county, or state bodies) or registrations for receiving notifications using the Website are expressly conditioned upon assent to these Terms by authorized and consenting individuals ("you", "You", "your", "Your"), and the use of this Website, as well as registration for, and use of, the Service represents an implicit acceptance and consent to be bound by these Terms. Please read these Terms carefully. As noted below, Bus Bulletin reserves the right to modify and update these Terms, from time to time, by posting any such new or modified Terms to the Website.

Terms of Service

The following terms and conditions govern use of the Bus Bulletin services. The Website is owned and operated by Bus Bulletin, Inc. ("Bus Bulletin"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other rules, policies (including, without limitation, Bus Bulletin's Privacy Policy) and procedures that may be published from time to time on this Site by Bus Bulletin (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use the Service. If these terms and conditions are considered an offer by Bus Bulletin, acceptance is expressly limited to these terms. These Terms may be changed periodically by Bus Bulletin, with changes effective immediately. You must be at least 13 years old to use the Service.

The Service

The Bus Bulletin service ("Service") enables school district (or similar) transportation departments to use the Website to send notifications to school officials, parents, and children when a bus is delayed, diverted, or involved in an accident or emergency of some kind. The service is extend-able to allow other types of alerts to be sent to all registered persons associated with a school, groups of schools, or an entire district. Notifications can be sent via text message (to cell phones), e-mail, or even as voice messages.

School district transportation officials create accounts for transportation office workers so that they can enter information about buses and their routes and send notifications using the Service when they are notified of events involving one or more of these buses. These same workers enter information for school officials that want to be notified via the Service when events transpire that involve buses that serve their school.

Parents register themselves and their children on the Website to receive notifications from the Service. They enter up to five cell numbers (including identifying the carrier) for text messages, as well as four email addresses to which notifications may be sent. Parents then identify the buses and routes for which they wish to receive notifications from the Service. To stop receiving notifications, parents may remove either buses and routes previously identified or phone or email addresses previously entered.

Bus Bulletin sends and receives text messages and voice broadcasts via major telecommunications companies and mobile network operators, and thus Bus Bulletin's influence over the timing of the transmission of messages and broadcasts is within the technical constraints imposed upon Bus Bulletin. While Bus Bulletin shall use commercially reasonable efforts to deliver messages and broadcasts to the applicable network for final delivery to designated recipients as fast as possible, we cannot commit to, and do not guarantee, a specific maximum delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages and broadcasts across a telecommunications network. Please be aware that mobile network operators assign text messages and voice broadcasts with a default lifetime and any message or broadcast that cannot be delivered successfully within the lifetime assigned to it will be discarded by the mobile network operator without any notice. Bus Bulletin is not liable for any loss incurred by the failure of a message or broadcast to be delivered, and acceptance of these Terms constitutes an acknowledgement that damages for financial or other loss resulting from delivery failure cannot be claimed from Bus Bulletin for any such non-deliveries.

Fees and Charges

Any text messages sent are subject to standard text messaging rates determined by your mobile phone carrier. Any users receiving text messages from Bus Bulletin should be aware that standard text messaging rates may apply as well as any monthly plan limits. Please consult your carrier and/or plan documents for your text messaging rates and limits.

Use of Service

You represent and warrant that the owners of the phone numbers you provide to Bus Bulletin, to which outbound messages and broadcasts are sent through the Service, have consented or otherwise opted-in to the receipt of such messages and broadcasts. You acknowledge and agree that you will send messages and broadcasts only to individuals who have given you their express permission to be contacted and you will update your contacts list immediately in order to remove any phone number that has opted-out from receiving messages or broadcasts from the Service.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages and broadcasts transmitted through Bus Bulletin. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages, broadcasts and campaigns transmitted through Bus Bulletin by visiting the following websites:

- Federal Trade Commission, <http://www.ftc.gov>
- Federal Communications Commission, <http://www.fcc.gov>
- DoNotCall Registry Info, <http://www.donotcall.gov>

The Telephone Consumer Protection Act (TCPA) (<http://www.fcc.gov>), the Federal Trade Commission (<http://www.ftc.gov>), the Federal Communications Commission (<http://www.fcc.gov>), DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls.

Bus Bulletin is in no way attempting to interpret the TCPA of 1991 or any other laws, rules or regulations. This information is provided merely as a courtesy and is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages, broadcasts and campaigns prior to using the Website or Service. You are ultimately responsible to make your own informed decisions regarding your messages, broadcasts and campaigns.

You further agree that any individual requesting "Do-Not-Call" ("DNC") status shall immediately be placed on your DNC accounts list and removed from your list of approved contacts used with the Services and

the Website. You shall schedule campaigns responsibly and in a manner that is courteous to the recipients pursuant to local, state, national and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation sound files, for inclusion in any outbound messages, broadcasts and campaigns. If you are unfamiliar or unclear on the legalities of any message, broadcast or campaign, you must consult with your attorney prior to your use of the Website or Service.

As part of the registration process you will select a unique username and password. You shall provide Bus Bulletin with accurate, complete, and regularly updated member profile information. You agree to notify Bus Bulletin of any known or suspected unauthorized use(s) of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your username or password. You shall be responsible for maintaining the confidentiality of your password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your user account, at Bus Bulletin's sole discretion, and you may be reported to appropriate law-enforcement agencies.

You accept that the Service is provided for its stated purpose only, and you agree that your use of the Website or Service shall not include:

- Sending unsolicited marketing messages or broadcasts (i.e. spam);
- Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility-related telephone numbers;
- Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
- Harvesting, or otherwise collecting information about others, without their consent;
- Misleading others as to the identity of the sender of your messages or broadcasts, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
- Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, libelous, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;
- Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;
- Transmitting any material that contains viruses, trojan horses, worm, time bombs, cancel-bots or any other harmful/deleterious programs;
- Interfering with, or disrupting, networks connected to the Service or violating the regulations, policies or procedures of such networks;
- Attempting to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;
- Interfering with another's use and enjoyment of the Service or Website; or
- Engaging in any other activity that Bus Bulletin believes could subject it to criminal liability or civil penalty/judgment.

You agree that Bus Bulletin is, under no circumstances, responsible for the contents and/or accuracy of your messages or broadcasts and Bus Bulletin will only transmit them on a basis of good faith that you use the Service in accordance with these Terms. Bus Bulletin will not be liable for any misuse of the Service by you. Bus Bulletin is not responsible for the views and opinions contained in any of your messages or broadcasts.

We may have copyrights, trademarks, patents, trade secrets, or other intellectual property rights covering subject matter in the Service, including the web pages that are part of the Service and the Website. Except as expressly provided in these Terms, the availability of the Service and such web pages to you does not give you

any license to these patents, trademarks, copyrights, or other intellectual property. All copyrights, trademarks, patents, trade secrets and other intellectual proprietary rights contained in the Website are the sole property of Bus Bulletin or its licensors, each of whom reserves all rights with regard to such materials. You acknowledge and agree that you may not modify, alter, create any derivative works, reverse engineer, decompile or disassemble any portion of the Service or Website, including any proprietary communications protocol used by the Service or Website.

Directory Information

School districts opting to provide directory information as allowed under FERPA (Family Educational Rights and Privacy Act) to BusBulletin, Inc agree to not provide information from students' education records that is not covered under the directory information exception, as described in 34 CFP Part 99, Subpart D, § 99.37. Those districts attest that they have given parents the required opportunity to request the non-disclosure of directory information and agree to indemnify BusBulletin, Inc in any failure to do so.

User Contact

When you provide a phone number or a nickname in your account, you are agreeing that we may use the information to contact you. This information will not update any school records and is only for our use in notifying you. If you are in a district that has given us your phone number, they have done so under the allowance of providing directory information under FERPA (Family Educational Rights and Privacy Act). If you wish for them to no longer provide such information, you should notify them in writing requesting that they no longer provide your directory information to BusBulletin, Inc.

Privacy Policy

Messages transmitted via Bus Bulletin are subject to the Bus Bulletin Privacy Policy, available online at http://www.BusBulletin.com/app/docs/BusBulletin_PrivacyPolicy.pdf

Termination

Bus Bulletin reserves the right to terminate your access to the Service at any time, with or without cause, with or without notice, effective immediately. Should you wish to cancel this Agreement or your use of the Bus Bulletin service, please contact Bus Bulletin immediately.

No Warranty / Limitation of Liability

You acknowledge that text messages and voice broadcasts are transmitted unencrypted and that eavesdropping of cell phone communications, including SMS delivery, by third parties is possible. Bus Bulletin recommends that you ensure sensitive and valuable information is communicated by a protected and/or encrypted method.

Bus Bulletin shall use commercially reasonable efforts to make access to the Service available through the required access protocols, but makes no warranty or guarantee that (i) the Service will be available at any particular time; or (ii) you will be able to access the Service at any particular time or from any particular location. Bus Bulletin will not be liable for any act or omission of any other company or companies furnishing a portion of the Service (including, without limitation wireless carriers), or from any act or omission of a third party, including those vendors participating in Bus Bulletin offerings made to you, or for equipment that it does not furnish, or for damages that result from the operation of customer-provided systems, equipment, facilities or services that are interconnected with the Service. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE WEBSITE AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESSED OR

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BUS BULLETIN SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF DAMAGE TO OR CORRUPTION OF DATA OR LOSS OF GOODWILL), OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING IN CONNECTION WITH THESE TERMS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE WEBSITE OR THE SERVICE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE OR DATA, BUS BULLETIN IS NOT RESPONSIBLE FOR THOSE COSTS. BUS BULLETIN'S TOTAL LIABILITY ARISING OUT OF YOUR USE OF THE WEBSITE OR SERVICE FOR DIRECT DAMAGES SHALL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY TRANSACTION FEE PAID BY YOU IN THE MONTHLY PERIOD GIVING RISE TO THE FIRST CLAIM MADE.

User Warranties / Indemnification

You warrant and represent to Bus Bulletin that you are and shall at all times remain in full compliance with all applicable laws, rules and regulations with regard to your use of the Website and Service, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing and Internet marketing.

You agree to indemnify, hold harmless, and defend Bus Bulletin and its affiliates and each of their respective officers, directors, shareholders, employees, agents, representatives, content providers and service providers, against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to any actual or threatened claim, suit, action or proceeding based upon or arising out of: (i) your breach of the above warranties; or (ii) any use by you, or an account or computer owned by you, of the Website or Service. You agree to cooperate as fully as reasonably required in the defense of any claim and we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You acknowledge and agree to be held liable for any and all damages caused to Bus Bulletin by you as a direct result of a violation of local, state, national or international laws and regulations.

Miscellaneous

This Agreement constitutes the entire agreement between Bus Bulletin and you relating to the subject matter hereof, and this agreement may only be modified by a written amendment signed by an authorized executive of Bus Bulletin, or by the posting by Bus Bulletin of a revised version. Except to the extent applicable

law, this Agreement will be governed by the laws of the state of Florida, U.S.A.