

Greyhound Lines, Inc. Wi-Fi Terms of Service

Warning and Disclaimer

Greyhound Lines, Inc. provides free wireless Internet access (the .Service.) onboard this coach. 'Your access to the Service is completely at the discretion of Greyhound Lines, Inc., and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, disruption of access to other Users or networks, and violation of applicable laws or regulations. You may use the Service only if you agree to the following terms of service (.Agreement.) each time you access the Service.' Greyhound Lines, Inc. may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. By using the Service, you agree to all of these terms and conditions.

SECURITY WARNING AND DISCLAIMER

WARNING: This Service is an open network provided for your convenience and its use is at your own risk. It is available to the general public, and is NOT INHERENTLY SECURE.

Greyhound Lines, Inc. cannot and does not guarantee the privacy of your data and communication while using the Service.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By using this service, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect yourself on this open network, consult a security professional.

You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK.

By using the Service, you also agree to all terms set forth in the following Disclaimer.

Disclaimer

You acknowledge (i) this Service provides access to the Internet on an as is basis with all risks inherent in such access; (ii) that the Service may not be uninterrupted or error-free; (iii) that viruses or other harmful applications may be available through the Service; and (iv) that

Greyhound Lines, Inc. does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection.

THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN .AS IS., .AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE

CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY GREYHOUND LINES, INC., OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Your email address may be used by Greyhound Lines, Inc. for marketing purposes.

Indemnity. You agree to indemnify and hold harmless Greyhound Lines, Inc., its officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party rights or a violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Greyhound Lines, Inc. may assert under this Agreement or by law.

No Consequential Damages. UNDER NO CIRCUMSTANCES WILL GREYHOUND LINES, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

Interpretation. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Texas law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Greyhound Lines, Inc.'s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Greyhound Lines, Inc.'s right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Greyhound Lines, Inc. with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Greyhound Lines, Inc. with respect to its subject matter and supersedes all prior writings or understanding.

Acceptable Use of the Service

Greyhound Lines, Inc. supports the free flow of information and ideas over the Internet. Although Greyhound Lines, Inc. has and accepts no obligation to monitor your use of the Service nor edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through the Service, your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of Greyhound Lines, Inc., its employees, passengers or any other third party. Due to the close proximity of users of the Service, Greyhound Lines, Inc. has taken reasonable steps to block access to certain sites which may be found by members of the general public to be offensive, obscene, indecent, overly violent and/or inappropriate. By using the Service, you agree that Greyhound Lines, Inc. has the right to block such sites and you waive any claim that by doing so, Greyhound Lines, Inc. has violated any law, regulation or ordinance, including your First Amendment rights.

The use of the Service for the following activities is prohibited:

Spamming and Invasion of Privacy: Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another(s) privacy.

Intellectual Property Right Violations: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Obscene or Indecent Speech or Materials: Using this network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials.

Greyhound Lines, Inc. will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

Defamatory or Abusive Language: Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking: Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities: Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, ping, flooding, mail-

bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use: Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations: The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Other Illegal Activities: Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.