



Terms of Use

These terms of use (“**Terms**”) set forth the terms and conditions of the use of the website (“**Site**”) of NAPTBI, LLC, a New York limited liability company (the “**Company**” or “**we**” or “**us**” or “**our**”). By using the Site, users of our Site (“**users**” or “**you**” or “**your**”) expressly agree to these Terms. If you do not agree with these Terms, you are not authorized to use our Site.

We may change or revise these Terms at any time for any reason, with or without prior notice of such changes or revisions to you. If we decide to change or revise these Terms, we will post the changed or revised Terms here. Your continued use of the Site indicates your express acceptance to the Terms as posted.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE.

1. **Use of the Site.** (a) You may use the Site only in accordance with and subject to these Terms, our **Privacy Policy**, and any additional terms and conditions referred to in these Terms (collectively, the “**Agreement**”). You may not use the Site for any purpose that is unlawful or prohibited by this Agreement or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

(b) Notwithstanding any other rights or restrictions in this Agreement, you shall not use the Site to: (1) transmit via or through the Site any information, data, text, images, files, links, or software except in connection with your authorized use of the Site or otherwise in response to specific requests for information by us; (2) violate any laws, rights of third parties (including intellectual property rights and privacy rights), or the Company’s policies; (3) introduce to the Site or any other computer or website viruses, worms, Trojan horses, or harmful code; (4) obtain unauthorized access to any computer system; (5) impersonate any other person; (6) invade the privacy of any person or entity; (7) misrepresent the identity of a user of the Site or use a false email address; (8) tamper with or obtain access to the Site or any element of the Site; (9) conduct fraudulent activities; or (10) collect or harvest information regarding other users of the Site for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial email.

(c) You shall maintain the confidentiality of your account and password. You are responsible for all activities that occur under your account or password. You shall immediately notify us in the event of any unauthorized access or use of your account or other breach of security. We are not liable for any damages or losses caused by unauthorized access or use of your account. You may be liable if the Company (or any other party) suffers any damage or loss due to unauthorized access or use of your account.

2. **Services.** Through the Site, the Company provides user with access to an online platform and information for use solely in connection with the input and analysis of data related to school transportation systems and other services we offer (collectively, “**Services**”).

3. **User Eligibility.** The Site and Services are available to users who are at least 18 years-old, who have properly registered by completing and submitting the Site's registration form, and who have not been prohibited by the Company from using the Site or Services for any reason. By using the Site or Services you represent that you are at least 18 years-old. Any access to or use of the Site or Services by persons under 18 years-old is expressly prohibited. If you do not qualify to use the Site or Services, you may not use the Site or Services. As a user of the Site or Services, you shall provide true, accurate, current, and complete information about yourself as prompted by the Site's registration form, and you agree to use the Site and Services solely in accordance with these Terms. Use of the Site and Services is void where prohibited by law. The Company reserves the right to revoke or prohibit your use of the Site or Services for any reason at any time, without notice.

4. **Electronic Communication.** By submitting information through the Site, you consent to receive email communications from us. When you use the Site or send emails to the Company, you are communicating with the Company electronically. The Company will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

5. **Additional Terms and Conditions.** Additional terms and conditions ("**Additional Terms**") may apply to specific portions of the Site and/or other Services. The Additional Terms, including the Apollo Master Services Agreement, are a part of this Agreement. If there is a conflict between this Agreement and any Additional Terms applicable to a specific portion of the Site and/or other Services, the Additional Terms will control with respect to your use of that portion of the Site and/or such other Services.

6. **Proprietary Rights.** (a) You acknowledge and agree that the Site (including all underlying elements of the Site, including, without limitation, text, images, and audio-visual elements) are the property of the Company and its affiliates, its subsidiaries, or its licensors and are protected by copyright, trademark, and other laws of the United States and other jurisdictions. Title to the Site remains with the Company, its affiliates, its subsidiaries, or its licensors. Any use of the Site or Services not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. The Site, Services, and certain features of the Site and Services are subject to change or termination without notice in the sole discretion of the Company. All rights not expressly granted herein are reserved to the Company, its affiliates, its subsidiaries, and its licensors.

(b) You shall not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit, create derivative works from, or otherwise exploit the Site or Services, in whole or in part. Use of the Site or Services for any purpose not expressly permitted in this Agreement is prohibited and will be deemed a breach of this Agreement. You shall not decompile, reverse engineer, disassemble, or otherwise reduce the Site, in whole or in part, to a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance. You shall not copy, frameset, enclose, or otherwise distribute any part of the Site.

(c) If you violate any of terms of this Agreement, your permission to use the Site and Services automatically terminates, and you shall immediately destroy any copies you have made of any portion.

7. **Liability of the Company; Disclaimers.** (a) Use of the Site or Services is at your own risk. When using the Site or Services, information will be transmitted over a medium that may be beyond the

control and jurisdiction of the Company and its service providers. Accordingly, the Company assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or Services.

(b) THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY, ITS LICENSORS, ITS SERVICE PROVIDERS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR PARTICULAR PURPOSE, EFFECTIVENESS, ACCURACY, TITLE, COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE SITE AND SERVICES, THAT DATA WILL NOT BE LOST, THAT ANY FEATURE OF THE SITE AND SERVICES IS FREE OF VIRUSES OR HARMFUL CODE, THAT PROPERTY WILL NOT BE DAMAGED OR DESTROYED, THAT PERSONS WILL NOT BE INJURED OR KILLED, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, THE COMPANY, ITS LICENSORS, ITS SERVICE PROVIDERS, AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO EITHER (1) THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, SOFTWARE, TEXT, GRAPHICS, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE SITE OR THE SERVICES, (2) THE APPROVAL, COMPLIANCE, OR COMPATIBILITY OF OR WITH ANY SOFTWARE OR SYSTEMS WITH REGARD TO THE SITE OR SERVICES, IN WHOLE OR IN PART, OR (3) THE AVAILABILITY OF THE SITE OR SERVICES ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

(c) In no event will the Company, its licensors, its service providers, its suppliers, or any third parties contributing content for the Site or the Services (collectively, "**Providers**") be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business or service interruption) resulting from the use of or inability to use the Site or Services, whether based on representation, warranty, contract, tort, or any other legal theory, and whether or not any Providers are advised of the possibility of such damages. The Providers will be liable only to the extent of actual damages incurred by you, not to exceed the amounts you have paid or owe for the use of the Site and the Services. The Providers will not be liable for any personal injury, including death, or property damage of any kind caused by your access to or use or misuse of the Site or Services, or any message board, forum, or any other publicly accessible area of the Site (together, "**Public Areas**"). Any claims arising in connection with your access to or use of the Site (including any Public Areas) or Services must be brought within one year of the date of the event giving rise to such action occurred. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

8. Links to Third-Party Websites; No Implied Endorsements. The Site may contain links to other websites on the Internet. You acknowledge that we have no control over such websites and that we are not responsible for the accuracy, content, legality, or any other aspect of any linked website. You acknowledge that reference to any third party products, websites, services or other information by trade name, trademark, manufacturer, or otherwise does not constitute or imply approval, endorsement, sponsorship, or recommendation by us of any third party or product, website, service or other information of that third party or of any affiliation of the Company with that third party or product, website, service or other information of that third party. The Company does not endorse any services or products of any such third party.

9. Indemnification. By using the Site, Services, and other services offered by us, you agree to indemnify, hold harmless, and defend the Company, its subsidiaries, divisions, and affiliates, and their respective officers, directors, employees, successors, agents, subsidiaries, partners, contractors, vendors,

manufacturers, distributors, representatives, and affiliates (collectively, the “**Company Indemnitees**”) from any claims, damages, losses, liabilities, and all costs and expenses of defense, including, without limitation, attorney fees, resulting directly or indirectly from a claim (including, without limitation, claims made by third parties for infringement of intellectual property rights or privacy rights) by a third party that arises in connection with (1) your access to or use or misuse of the Site or Services; (2) your breach of this Agreement; or (3) your violation of any law or the rights of a third party. You agree to cooperate as fully as reasonably required in the defense of any claim. The Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you for which you will remain responsible for indemnifying and holding harmless the Company Indemnitees.

10. **Unavailability; Termination; Fraud; Survival.** We may alter, suspend, or discontinue the Site or Services, in whole or in part, at any time and for any reason, without notice or cost. In addition, the Site may be temporarily unavailable from time to time for maintenance or other reasons. We may, in our sole discretion, terminate or suspend your use or access to all or part of the Site or Services at any time for any reason, including, without limitation, breach of this Agreement. If at any time we notify you that your access to or use of the Site or Services is terminated, you must cease and desist from all such access or use immediately. We reserve the right to cancel or delay access to or use of the Site or Services if fraud is suspected. Sections 6, 7, and 9 of this Agreement will survive any termination of this Agreement, or termination of your access to or use of the Site, for any reason.

11. **International Use.** The Company is a New York corporation with its principal office in Albany, New York, United States of America. The Company makes no claims that the Site or Services are appropriate for access or use outside of the United States of America. Access to or use of the Site or Services may not be legal by certain persons or in certain countries. If you access or use the Site or Services from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

12. **Governing Law.** This Agreement, and all matters arising out of this agreement, including all tort and fraud claims, is governed by laws of the State of New York without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the courts of the state of New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

13. **Complete Agreement.** These Terms, our [Privacy Policy](#) and any other Additional Terms collectively constitute the entire agreement between you and the Company with respect to the use of the Site and Services.