

These **Terms of Use** ("Agreement") sets forth a legally binding agreement between you and **PassportParking, Inc.** ("Company"). This web site or application, including any software (including, without limitation, software, code, files, images, contained in or generated by the software, accompanying data, Boot ROM code and other embedded software), documentation and any accompanying fonts (collectively, the "Platform") is provided pursuant to this Agreement. By accessing this Platform in any way, including, without limitation, browsing this Platform, using any information, and/or submitting information to Company, you agree to and are bound by the terms, conditions, policies and notices contained in this Agreement), including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Florida law. **Please read this Agreement carefully before using this Platform.**

From time to time we may update this Platform and this Agreement. Your use of this Platform after we post any changes to this Agreement constitutes your agreement to those changes. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. Company may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent your use of this Platform with or without notice to you. You agree that you do not have any rights in this Platform and Company will have no liability to you if this Platform is discontinued or your ability to access the Platform is terminated. You further agree that Company will not be liable for any modification or suspension of the Platform.

Please read this Agreement carefully before using the Platform. If you do not agree to the terms contained in this Agreement, then you may not use the Platform. Your use of the Platform constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement. You acknowledge that you have read and agree to be bound by this Agreement and to comply with all applicable laws, regulations and/or rules with regard to your use of the Platform. You represent that you have the legal authority to bind yourself or any party you represent to this Agreement.

YOU MAY NOT USE THE PLATFORM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT. YOUR ACCESS TO THE PLATFORM MAY BE TERMINATED IMMEDIATELY IN COMPANY'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

On certain areas of this Platform, you may be given the ability to provide us with personally identifiable information. Please read our **Privacy Policy** for more information about our information collection and use practices.

Grant of License

The Platform is licensed to you by Company subject to the terms of this Agreement. Neither title nor any intellectual property rights are transferred to you, but rather remain with Company or its licensors, who own full and complete title, and Company and respective licensors reserve all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to Company's intellectual property rights in the Platform and do not include any other patents or intellectual property rights. This Agreement does not grant you any rights to use Company proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Platform. Any use of the Platform in any manner not allowed under this Agreement is prohibited. This Agreement does not entitle you to receive and does not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Platform. You may not modify, alter, copy, publicly display or perform, distribute, create derivative works, of the Platform.

Your rights under this Agreement will terminate automatically without notice from Company if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Platform and delete all copies of the Platform from your mobile device and account.

Company Content

Company provides this Platform to you, subject to this Agreement. This Platform, and any services performed, provided or enabled by or through this Platform and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, and other materials and complications of the foregoing, that may be provided to you via this Platform (collectively "Content") by Company or its content providers, are the property of Company and its content providers, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws, and are intended for the lawful use by registered users (as applicable) of this Platform. You represent and warrant that you will use the Platform and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with this Agreement, and that you will promptly notify Company if any of your information changes. Company makes no representation that the Platform or Content are appropriate or available for use in particular locations.

You agree not to download, display or use any Content in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company or its licensors' property, or that otherwise infringes Company or its licensors' intellectual property rights.

Accounts, Security, Passwords

Certain areas of the Platform may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform.

Where the Platform requires you to open an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, including, without limitation, your name, address, license plate number, mobile telephone number, business details (if relevant), email address and method of payment details. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, PIN, or other information which provides you access to the Platform. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

You agree that Company may collect and use technical and usage data and related information in compliance with our **Privacy Policy**. You grant Company the permission to use this information to improve its products or to provide services or technologies to you.

Use of Mobile Ticketing Services

You activate the mobile ticket payment services ("Mobile Ticketing Services") by either: (a) using the RTA CLE mobile app, (b) calling a phone number provided on Company signage or (c) accessing our website at passportinc.com either on your desktop or mobile browser.

You are responsible for correctly purchasing the correct fare for your transit ticket, which is described within the application on the fare selection screen. The fare you select informs us of the rate to charge you for your mobile tickets and of any time restrictions on the amount of time you are permitted to use your purchased mobile ticket. Note that use of the Mobile Ticketing Services does not guarantee you a seat on any transit vehicle.

All notices and signs or directions made by relevant government authorities, traffic attendants or authorized persons (e.g., a change in service) shall take precedence over any information that you receive from Company through the application if for any reason the information is inconsistent. All applicable regulations apply to you and your use of the Mobile Ticketing Services does not exempt

you from following such rules. Transit fares may be subject to change and it is your responsibility to ensure that you are paying at the then current fare structure. You agree to pay all fees for Mobile Ticketing Services provided to you pursuant to this Agreement. Company shall process the mobile ticket fee from the funds available in your pre-funded account and/or charging your stored method of payment to replenish your account funds at the time of your mobile ticketing transaction. You must have a valid method of payment registered and sufficient funds in your pre-funded account, or suspension of Mobile Ticketing Services may occur.

You know that Company has validly accepted your mobile ticket transaction when you have received confirmation. You are responsible for ensuring that you have properly activated the Mobile Ticketing Services for the relevant transit route before you board the applicable transit vehicle. You are responsible for any fine, ticket, or penalty charge issued between the time of purchasing and the activation or validation of the ticket.

In the event that the Platform is unavailable, you are not excused from paying all applicable transit fares for transit rides.

Company is not responsible for any fines, tickets, penalty notices and the enforcement of transit related offenses you incur or receive regardless of whether or not you receive any notification via the Platform that your transit fare is valid. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding the issuance of fines, tickets, penalty notices or any other disciplinary actions. If you authorize Company to contact the relevant authorities on your behalf regarding the issuance of fines, tickets or penalty notices, you acknowledge and agree that in such cases, Company may provide all or a portion of your information collected by Company to the relevant authorities. In addition, in the event that you fail to pay any amounts owing for the Mobile Ticketing Services (whether due to a declined credit card or other circumstances), then Company, upon the reasonable request of the relevant authorities, may provide all or a portion of your information collected by Company to such authorities, which you acknowledge and agree that they may use solely for purposes of collecting or attempting to collect any unpaid amounts owed by you.

If you do not use the Platform account for 2 years, Company may close your account. If your account is closed for any reason including for inactivity, Company will refund any remaining balance after all pending mobile ticketing transactions are cleared to the payment method on file at the time. In the event a refund cannot be refunded to the payment method, you must contact Company for alternative ways to receive any applicable refund. Please allow up to 6 weeks for refunds to be processed.

Use of the Platform

The following requirements apply to your use of the Platform:

- You will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not use the Platform for any commercial purpose not expressly approved by Company in writing.
- You will not upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time
- You will not make the Platform available over a network where it could be used on multiple devices at the same time.
- You will not remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform, including any copy thereof.
- You will not collect or store personal data about other users.

Except as and only to the extent permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform or any part thereof. Any attempt to do so is a violation of the rights of Company and its licensors of the Platform. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder.

Intellectual Property Ownership

There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively "Trademarks") used in the Platform and in the Content. By making these Trademarks available through the Platform and in the Content, Company is not granting you a license to use them in any fashion, and you are not granted any license under any of Company's or any third party's Trademarks or other intellectual property rights, except as specifically set forth in this Agreement. No Company Trademarks may be used as a username, icon, identifier, hyperlink or in any other manner without Company's prior written permission.

The Platform, Content, and the selection, coordination, and arrangement thereof, is owned either by Company, or its respective licensors. The unauthorized copying, displaying, selling, distributing or other use of any Content or Platform is a violation of the law. You acknowledge having been advised by Company that the Content and Platform is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

Representations, Disclaimer of Warranties, and Limitations of Liability

Company and its parents, subsidiaries, officers, employees, and contractors and each of their officers, employees and agents (collectively, "Company Affiliates") make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Platform. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company or the Company Affiliates.

The Internet may be subject to breaches of security. Company and the Company Affiliates are not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing Company or the Company Affiliates any information or posting information to the Platform. Company and the Company Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE PLATFORM (INCLUDING ALL APPLICATION PLATFORM UPDATES) AND THE CONTENT ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. COMPANY AND THE COMPANY AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM AND THE CONTENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE PLATFORM (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM, (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL BE

UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL BE CORRECTED. No oral or written information or advice given by Company or an authorized representative shall be deemed to alter this disclaimer of warranty, or to create any warranty. Should the Platform prove defective, you assume the entire cost of all necessary servicing, repair or correction.

YOU AGREE THAT COMPANY AND THE COMPANY AFFILIATES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM., EVEN IF COMPANY OR THE COMPANY AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

BY ACCESSING THIS PLATFORM, REGISTERING WITH THE PLATFORM AND/OR ACCEPTING ANY INFORMATION FROM THIS PLATFORM YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY AND THE COMPANY AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) ANY MISREPRESENTATION MADE BY YOU; (D) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR USERNAME/PASSWORD/PIN; (E) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

Mobile Service, Text Message, Internet and Service Fees

The use of the Platform may require use of a mobile device and phone service, wireless mobile data service, and text messaging capability, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost,

electronic communications related to the Platform, including without limitation, administrative messages, service announcements, and diagnostic data reports, from Company, your mobile carrier or third party service providers.

If you agree to receive text messages from the Platform, the frequency of messages will vary based on your activity within the application. Certain texts are required to use the Platform, including verification texts. **Message and data rates may apply** from your mobile carrier. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. If you do not have an unlimited wireless mobile data plan or text messaging capability, you may incur additional charges from your wireless service in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform.

The Platform may not work with all devices or all mobile carriers. Company makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

The information in any Platform message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive. **If you have any questions or need help, text HELP to the phone number provided on Company signage. You can deactivate your account at any time at www.passportinc.com.**

Users of the Apple Platform

If you download and use the iOS Platform: You, the end-user of the Platform, acknowledge that the Agreement is entered into by and between Company and you and not with Apple, Inc. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this Agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this Agreement. You acknowledge that Apple, Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). This Agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the Platform is considered the "Licensed Application" as defined in the LAEULA and

Company is considered the “Application Provider” as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this Agreement shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Platform (including, without limitation, a third party claim that the Platform infringes that third party’s intellectual property rights) or your use or possession of the Platform, including but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Links to Third-Party Websites, Applications, and Services

The Platform may provide connectivity or links to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). The Platform may allow you to add/configure certain Third-Party Services to your device. Company has no control over, makes no representations or warranties whatsoever about any of the Third-Party Services that you may access, is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Users who utilize the Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on Company servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

Assignment

Company may assign this Agreement in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Platform. To the extent that you allow a third party to use your device, you shall remain solely responsible for the use of the Platform by others using the device.

General Information

You may also be subject to additional terms and conditions (including, but not limited to, terms and conditions from your wireless carrier or operator) that may apply to your use of the Platform. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By using the Platform, you agree that the statutes and laws of the United States and the State of North Carolina without regard to conflicts of laws principles, will apply to all matters relating to use of the Platform and the Services, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Mecklenburg, North Carolina, USA. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the Platform and/or this Agreement, will be resolved individually, without resort to any form of class action. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

In the event of a complaint or concern regarding this Agreement or the Platform, or for more information, please contact Company at 704-837-8066 or info@passportinc.com.