

HART HyperLINK Terms of Service and Privacy Policy

Thank you for choosing HART HyperLINK (the "Service"), operated by Transdev Services, Inc. (the "Company") on behalf of the Hillsborough Regional Transit Authority (the "Authority").

By installing or using any associated application supplied by the Company with the purpose of using the Service, you (the "User") hereby expressly acknowledge and agree to be bound by the terms and conditions of this Terms of Service and Privacy Policy (the "Terms"), and any future amendments and additions to these Terms as published from time to time at www.gohart.org (the "Site") or through the Service.

If you do not agree with these Terms, do not access and use the Service.

By using the Service, you represent and warrant that:

- You have the right, authority and capacity to abide by these Terms.
- You will not authorize others to use your user status for the Service.
- You will not transfer your user account for the Service.
- You agree to comply with all local applicable laws during use of the Service.
- You also agree to indemnify, defend, and hold harmless the Company and its partners from and against any and all claims, demands, proceedings, suits, and actions arising from your use of this Service.

The Site may contain inaccuracies or typographical errors and the Company may change or improve the content of the Site at any time and without notice. SMS standard messaging charges could apply. The use of the Service is at your own risk.

By using the Service, you also agree that:

- You will only use the Service for lawful purposes.
- You will not try to harm or interrupt the Service in any way whatsoever.
- You will not copy, or distribute the Service or other content without written permission from the Company.
- You will protect the confidentiality of your account password and any other sensitive information provided.
- You will provide the Company, as necessary and requested, with proof of identity including that of minors riding alone using the Service with your permission.

OPERATOR RESPONSIBILITY

Transportation services for the Service are provided by vehicle operators ("Operators") of other third party transportation providers, working with the Company pursuant to Independent Contracts or Franchise Agreements. Through the contracts and agreements described above, the Company offers

information and services to its Operators and on behalf of its Users to ensure service delivery. The Company does not and does not intend to directly provide transportation services.

Responsibility to accept and complete reservations made by Users for the Service rest with and are dependent on the Operators. The Company will (1) ensure effective, timely transmission of information to enable the Service between the User and Operator and (2) arrange a comparable substitute provider, or refund reservation fees, in the event the scheduled Operator does not complete the reservation.

VEHICLE AVAILABILITY

The Service is available seven days a week, and at all hours that the Authority offers bus service. These hours of bus service are subject to change. The Hillsborough Area Rapid Transit Authority operating schedules are available at: <http://gohart.org/Pages/maps-schedules.aspx>

The Company does not guarantee availability of vehicles for the Service at all times. Availability is dependent on both User demand and Operator availability. For advance reservations, the Company guarantees the provision of transportation services based on the terms in the reservation. If for any reason, a vehicle from the original Service provider is not available, the Company reserves the right to book a different Service provider of equal or better quality to complete the reservation.

WAIT TIMES

Wait times will vary for the Service, dependent on traffic, weather, and vehicle availability. Users are encouraged to monitor the estimated wait time for the Service. For advance reservations, a vehicle will arrive on or before the scheduled time of pickup at the location identified by the User. If, for some reason, a vehicle does not arrive as scheduled, the User must call the number provided to allow the Company to dispatch an alternative vehicle. The User is responsible for being available by phone in the event the Operator calls for assistance, such as to be let into a gated community, at or near the time of pickup.

Travel Times and Delays

The Service and its Operators are not responsible for delays in anticipated arrival due to traffic, extreme weather, road construction, or other unforeseen circumstances. Users are responsible for requesting a vehicle with sufficient time in order to make User's appointments.

CANCELLATION POLICY

Users can cancel a reservation for the Service at any time up to the minute before arrival. However, the User will be assessed a \$3 cancellation fee.

If for any reason the Operator cannot find the User at the designated pick-up location and cannot reach the User by phone for further instruction, the ride will be treated as a cancellation, and User will be assessed a \$3 cancellation fee.

If for any reason the Operator cancels a ride or fails to show up, the User may cancel the ride. This will incur a \$3 cancellation fee, however, the User may contact Customer Care by phone or email to have the fee waived and refunded.

Cancellation Fee

All assessments of the \$3 cancellation fee goes to the Operator as a concession for time and fuel spent on the booking once it has been dispatched.

LOST OR DAMAGED ITEMS

Lost and Found

The Company and its Operators are not liable for lost items left behind in any vehicle by a User. However, the Company will assist Users reunite with lost items, whenever possible. If an item is lost, the Company recommends Users immediately implement the following protocol to increase the likelihood of recovery.

1. Call the Operator using the number provided on your reservation confirmation.
2. If the Operator finds your item, either the Operator or the Company may notify you. The Company will do one of the following:
 - a. Bring the item(s) to the User: Operator will correspond with you directly to arrange delivery.
 - b. Bring the item(s) to the Company's local service center: The Company, or your Operator, will notify you of how and when the item will be available for pickup.
 - c. Mail the item to the User: This option is provided for out-of-area and international Users. The User must provide a shipping address for this option. Shipping fees will be marked payable on delivery; User will be responsible for related shipping costs.

Damaged Items

While our Operators take reasonable care in securing your possessions, normal wear and tear to personal items is typical of the handling process during transportation. The Company and/or Operator is not responsible for damage due to this handling process. Transporting large items, such as luggage, may result in scratches, dings, and nicks. It is your responsibility to ensure any belongings kept with you in the main seating compartment of the vehicle are securely packed and fastened, and that any breakable items are protected while using the Service. If you are transporting fragile items, please notify the Operator.

The User must report significant damage to any personal items during use of the Service immediately to Customer Care at (813) 298-0455. We reserve the right to inspect the item and determine the type and amount of reimbursement, if any, based on damages.

CLEANING CHARGES

A clean, tidy vehicle is essential to continued success for our Operators. Damage caused by the User to the interior or exterior of a Service vehicle during a ride, such as vomiting or pet accidents, may result in a cleaning fee, dependent on the damage. Fees will be assessed and charged to the User only when applicable, and only after the User has been notified.

BILLING

Pricing

All trips taken using the Service are priced at flat rate of \$3 for a one-way trip. Fees may be adjusted, as appropriate by the Company and the Authority.

Payments

Any fees incurred are charged at the time of booking and may be refundable following the terms set forth in the Cancellation Policy above.

CHILDREN AND MINORS

Infants and children are permitted to use the Service. Each infant and child will count as a single passenger, and take up one available seat. Children are not permitted to ride in laps and may require a child safety seat depending on applicable laws and regulations. Users must provide a car seat, if required because the Service does not provide such items at this time.

Users under the age of 18 are not permitted to use the Service without an adult guardian present for the entire duration of a trip. Operators may refuse service if a child is not old enough to ride alone, or if an adult guardian is not present.

PET POLICY

Small pets are permitted to be brought by Users on rides using the Service. All pets, excluding certified service animals, must be contained in secure, clean, hand-held, and leak proof cages. Pets less than 25

lbs may be held in a lap carrier; pets larger than 25 lbs may require special arrangements. All pets must be properly secured within the carrier at all times.

Per ADA requirements, service animals are permitted in Service vehicles. Please be mindful of vehicle size while booking rides with a service animal.

INTERNET ACCESSIBILITY AND DELAYS

Use of the Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The Company and its partners are not responsible for delays, delivery failures, or damage resulting from such problems or for delays or issues arising from use of electronic devices which are incompatible with the Service.

CUSTOMER SERVICE CONCERNS AND FEEDBACK

Users are encouraged to notify the Company concerning their experience using the Service, good or bad. In the event of a failure of the Service, compensation may be provided, determined based on the nature of the incident, in the form of a partial or complete refund, reservation credits, or through other means. The Company is not responsible for amounts greater than the cost of the Services booked.

USER ERROR

When a User provides information for travel using the Service, the User agrees that all information provided will be accurate. Additionally, it is the User's responsibility to ensure download of the correct application for this Service. The Company is not responsible for mistakes made by Users while using the Service. This includes incorrect information provided concerning pickup or drop-off locations, requested pickup times, contact information, including the User's contact phone number which is critical to service delivery, or any other information entered while using the Service. Users are encouraged to consider the following while booking:

- Vehicle size is limited.
- Each passenger requires his or her own seat.
- Luggage must be stored securely in the rear of vehicle.
- Times of high demand will limit vehicle availability and speed of pickup.

CONNECTION TO HART SERVICES

The purpose of the Service is to transport Users to designated bus stops and transit centers operated by the Authority. Transportation will only be provided to and from the designated bus stop or transit centers within a three-mile radius zone.

The Company does not guarantee availability of bus services provided by the Authority. Any fares or fees associated with the Authority's bus service must be paid separately to the Authority by Users.

PRIVACY

The Company and its service providers are committed to protecting your privacy. The Company uses the information that Users provide to secure your ground transportation reservation using the Service's mobile applications.

At some point in the future, The Company may use the information we collect to occasionally notify you about important functionality changes to the mobile applications and the website used in the provision of the Service. Some of such notifications to Users will come via email. Users will be provided an opportunity to unsubscribe from the contact list with each email notification sent by the Company.

The Company does not sell, trade, or rent your personal information to other third parties.

Also, the Company may provide aggregate statistics about our customers, sales, traffic patterns, and related site information to reputable third-party vendors, but these statistics will include no User personal identifying information. The Company may release personal account information when it believes, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any of our user agreements or (iii) protect the rights, property or safety of the Company, its mobile applications, our Users, or others.