



SolVan Website Terms & Conditions

By agreeing to the SolVan.org (SolVan) website Terms and Conditions and privacy policy, I understand, as a Participant, that this website is intended to provide a web-based application, database and reporting system, funded by the SunLine Transit Agency (SunLine) and managed by WSP USA Inc. ("WSP), a consultant to SunLine. A "Participant" is defined as a vanpool applicant, vanpool's leaseholder, vanpool's primary driver, vanpool's alternate vanpool reporter or an employer representative that oversees a SolVan-subsidized vanpool program.

SolVan respects the information submitted to and contained in this website, and respects your privacy. The information requested and maintained on this site is intended to provide Participants with vanpool/ridesharing/transit resources and information. SolVan will strive to keep the database and information provided current and accurate. However, errors may occur.

All information entered into this website will be used for SolVan to operate and maintain a regional vanpool program, which includes, but is not limited to qualifying and approving vanpools, reporting and other requirements imposed by the Federal Transit Administration ("FTA"), and providing information to the regional rideshare program to promote vanpool routes and empty seats as required by the FTA. I also understand that the information provided may be provided to my designated Leasing Vendor, Enterprise Rideshare, as well as to my employer for participation confirmation or vanpooling reporting purposes. Any personally identifiable information supplied by persons or organizations at this site will be used by SolVan for vanpool and ridesharing purposes only and will not be sold or otherwise transferred to unaffiliated 3rd parties.

I acknowledge that participation in a vanpool is an individual decision and that I am responsible for my operation of, or participation in a vanpool arrangement. I understand that SunLine and WSP shall have no responsibility or liability of any type for any claims, expenses or damages resulting from any individual's participation in a vanpool.

Consent: By using the SolVan website I consent to the terms and conditions, the privacy policy and to SolVan's collection, use, or dissemination of Personal Information (defined below) as described in this policy. I agree that I will not use the site or SolVan services for any unlawful activity, or in violation of the standards set forth herein. In consideration of the benefits provided through the SolVan Program and to make sure Participant is fully informed about the Program, Participant agrees to receiving calls and/or electronic mail (including NOT opt-ing out or unsubscribing from applicable mailings lists) communications from SolVan, SunLine, WSP or Participant's Leasing Vendor, at any time during which Participant actively receives a SolVan subsidy.

Information Gathered: The individually identifiable information I voluntarily provide to SolVan, such as first and last name, phone number, e-mail address, vanpool starting and



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ending points physical addresses, the name of my employer, or other contact or personal information is referred to herein as "Personal Information".

Personal Information is used by SolVan to provide, maintain, and improve SolVan services and to fulfill requests submitted to the SolVan program and may be used to inform me of service information, promotions or other relevant information. SunLine and WSP will not disclose my Personal Information except as described below, or where disclosure is required by law.

SolVan will utilize Personal Information for the purpose of implementing and improving the SolVan program and services. This may include, but is not limited to (i) utilizing 3rd party contractors to operate SolVan services; (ii) forwarding e-mails and phone messages related to services provided by rideshare programs, transit agencies, Caltrans, or other public agencies for response by the relevant agency; and (iii) utilizing web based and telephone technologies to generate usage information and statistics in order to improve the user experience and system performance of the SolVan system.

I understand it is the Participant's right not to provide Personal Information as part of SolVan's web-based programs or services, however, I hereby also acknowledge I may not be able to use some or all of the features of certain programs or services without providing such information. I may also be asked to provide information when subscribing to an email newsletter or email alerts. When providing personal information via email or an online SolVan form, or when calling SolVan at 877-4SOLVAN (877.476.5826), the information provided may be used to compile anonymous data to improve SolVan services. Calls inquiring about services of another agency may be transferred to the relevant agency. Once such transfer is made, the privacy policy of the agency to which the call is transferred will apply to any Personal Information provided to or collected by the agency. If Participant leaves feedback (either over the phone with SolVan staff or through an email or SolVan form), Participant may be asked to provide Personal Information so that SolVan may follow-up with the stated request or concern. Participant may also be asked to provide Personal Information when provides comments to SolVan, voluntarily participate in a web-based or phone survey, or provide information related to SolVan contests or special promotions.

SolVan may collect the following information when I visit SolVan's website: date and time, your internet location (IP address) and service provider, bytes sent and bytes received, time lapsed on website, pages visited, protocol, cookies, website referrer, and type and configuration of software you used to visit Solvan's site.



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I acknowledge and agree that my participation in the programs and services offered through SolVan is voluntary and that I am responsible for my participation in any transportation or rideshare arrangement. I understand that SunLine and WSP shall have no responsibility or liability for any claims, expenses or damages resulting from any participation and hereby agree to protect, indemnify and hold them harmless. I understand that the information provided will only be used as set forth herein. I understand that SunLine and WSP are subject to laws and regulations governing public agencies and acknowledge and agree that SunLine or WSP may be required to release my Personal Information if required by law, or court order.

Security: All SolVan employees and contractors with access to Personal Information are required to adhere to the terms of this Privacy Policy. Personal Information collected online is stored on the SolVan database server, is not publicly accessible, and is encrypted during transmittal. Personal Information is accessible by SolVan employees and authorized contractors on a need-to-know basis. Phone or e-mail inquiries about another public agency will be forwarded directly to the relevant agency, and any Personal Information will be handled in compliance with said agency's privacy policy. While SolVan does not warranty or guarantee the security of your Personal Information, it makes all reasonable efforts to maintain such security.

Links to Other Websites: As a service to customers, SolVan provides links to 3rd party websites, including, but not limited to leasing vendors, government, traffic, public transportation and travel-related websites. While on SolVan website, should I select a link to 3rd party website, I will be no longer on SolVan.org, will be redirected to the 3rd party website and the SolVan website terms and conditions will not apply. By providing such links, SolVan does not take responsibility for the information contained on those sites. Opinions expressed or material appearing on 3rd party websites that may be linked to or from SolVan are not necessarily shared or endorsed by SunLine and WSP directors, officers, employees, agents and affiliates. SunLine and WSP shall not be regarded as the publisher of such opinions or material. SolVan does not monitor or review the content of such 3rd party websites, is only responsible for SolVan.org content, and is not responsible for the privacy practices, or content, of any 3rd party websites. The Participant should evaluate the security and trustworthiness of any 3rd party website connected to SolVan or accessed through this website, before disclosing any personal information to such a site. SunLine and WSP will not be held responsible for any loss or damage, regardless how it may have arisen and regardless of the kind or manner of the damages alleged to have occurred, howsoever caused, and alleged to have resulted from your disclosure to 3rd parties of personal information.



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Cookies: Small files, referred to as cookies, could be placed on my computer by web servers when visiting certain sites. Cookies may contain information such as ID's and passwords, personal information, or preferences. During my use of a site, the server can access the cookies to help personalize pages or allow me to navigate a site more easily. SolVan may set cookies to analyze trends and gather broad demographic information for aggregate use only within the SolVan program for analytical purposes and they are not required in order to interact with the main features of the website. I will be responsible for setting up my browser not to accept cookies, or will delete them from my hard drive once I leave the site.

Changes: SolVan reserves the right to alter, change, add or delete provisions of the website Terms and Conditions. Any changes will be posted, and SolVan encourages users to review the policy regularly.

Uses: I will only use SolVan.org for lawful and appropriate purposes related to vanpool operations and management. I understand SolVan will grant me limited access to view the content of SolVan.org, subject to these Terms and Conditions, on the express condition that I may not directly or indirectly:

- (a) transmit spam, chain letters, junk mail or any other type of unsolicited mass e-mail on, to or from this website;
- (b) copy, sell, alter or attempt to alter the content on this website;
- (c) reproduce or publicly display, perform, or distribute or otherwise use the content for any personal, public or commercial purpose, including without limitation use of the content on any other website;
- (d) delete or modify any copyright or other proprietary notices contained in the content;
- (e) reproduce or copy any of the HTML or other computer programs that are accessible at this website;
- (f) use this website in any manner that could harm, disable, overburden or impair operation of it;
- (g) interfere with the security of, or otherwise abuse, this website or any services, system resources, accounts, servers or networks connected to or accessible through this website or affiliated or linked websites;
- (h) disturb or interfere with another's use of this website or affiliated or linked websites;
- (i) transmit on this website any materials that would negatively affect its function including, without limitation, computer viruses, trojan horses, worms or other harmful, disruptive or destructive files or computer programs
- (j) engage in any activities or acts that impose an unreasonable or disproportionately large load on this website's infrastructure;



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(k) use any robot, spider or other similar kind of automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this website.

Proprietary Rights: SolVan and all content relating to SolVan's services and the full content of this website are protected by American and worldwide copyright laws and treaty provisions and other relevant intellectual property rights. By using this website, I agree to prevent any unauthorized use of the content and to comply with all copyright laws worldwide. SolVan's services, methods and processes may be covered by one or more patents, patents pending, or other intellectual property rights, and are subject to trade secret and other proprietary rights. SolVan reserves all such rights. Any software, as well as any files or images generated by such software, code and data used or accessible through this website is the copyrighted work of SolVan. I may not attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up any part of this website.

I may not copy, imitate or use, in whole or in part for any purpose, whether artistic, personal or commercial in nature the SolVan, SunLine and/or WSP names and logos, other than for the purpose of creating a permitted link to the SolVan site, as detailed herein. Any improper or illegal use may result in my IP address being permanently blocked and all access denied.

Log Files: SolVan's web servers may automatically log standard access information including browser type, access times, internet domain, IP address, pages visited, keywords, open mail, URL requested, and referral URL for purposes of systems administration, detecting usage patterns and troubleshooting. The foregoing information is maintained as confidential data and, except as otherwise stated herein, will not be shared with 3rd parties. Such information is used only within the SolVan program for analytical purposes. IP addresses are not linked to personally identifiable information and are used to administer the SolVan program, track user's movement, analyze trends, and gather broad demographic information for aggregate use.

Waiver of Liability and Hold Harmless: I hereby agree and understand SolVan makes no representations or warranties of any kind regarding the website and/or the content found in the website, including, with respect to the information provided by 3rd party links, all of which are provided on an "AS IS" basis. ***I accept the fact that SolVan disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, SolVan makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of***



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the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. SolVan does not guarantee the quality, suitability, safety or ability of other 3rd party participants. I agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with me, to the maximum extent permitted under applicable law.

This website may contain materials, data and information which is provided, posted or offered by 3rd parties, including 3rd party provided content, advertisements and user oriented content. By accessing SolVan, I acknowledge that any use of or reliance on this website or any content shall be at my sole risk. Although SolVan attempts to provide a high level of service, it does not warrant that the SolVan service will be uninterrupted, timely or error free.

Parental Control: Parental control protections (such as computer hardware, software, or filtering services) are commercially available to assist in limiting access to material that is harmful to minors. SolVan, SunLine and WSP do not sponsor or endorse and are not affiliated with any of parental control protection providers.

Links: By establishing any link to SolVan home page website, I am deemed to have warranted and agreed that my site was established for a legitimate purpose, is secure and does not constitute a threat to SolVan or its users. By establishing such link, I agree to abide by the following express conditions:

- a. all content appearing on this website and the "look and feel" of the website belong to SunLine and WSP;
- b. will not attempt to imitate, copy or substitute the look and feel of SolVan with any 3rd party website as an overlay or substitution for any SolVan page;
- c. will not create frames around any part of this website or use other techniques that alter the visual presentation of this website;
- d. will not imply that SolVan is endorsing products or services nor shall you imply or state that SolVan is endorsing any kind of political viewpoint, position, party, affiliation, group or organization;
- e. my link may in no way include any references to or offer sales of liquor or drugs of any kind or type;
- f. may not imply an affiliation between Participant and SolVan without the prior written consent of SunLine and WSP;
- g. may not misrepresent my relationship with SolVan or present false or misleading impressions about SolVan services;
- h. site may not contain materials that may be interpreted as distasteful or offensive and should be appropriate for all age groups;



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- i. SunLine and WSP shall have no responsibility or liability for any content appearing on my website, which is a separate website and not part of the SolVan system. SunLine or WSP may at any time, in its sole discretion, immediately terminate the right to link to this website, with or without cause. If SunLine or WSP exercise this right, and provides you notice of such an action, you will immediately remove all links to this website; and
- j. SunLine and WSP may amend these conditions at any time and I agree to abide by these conditions and other legal terms and conditions on this website, as amended from time to time.

Accessibility: SolVan.org is intended to meet the accessibility standards of the Americans with Disabilities Act. If you do not have access to a computer or the internet to apply and maintain your application on SolVan.org, call us for assistance at 877-4SOLVAN (877.476.5826).

General: If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. By accessing the SolVan website and using the website services you consent to these terms and conditions and to the exclusive jurisdiction of a Superior Court or Federal District Court located within Riverside County, USA, in all disputes arising out of such access. The laws of California and the United States govern these terms and conditions. Failure of SunLine and WSP to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

Changes: SunLine and WSP reserves the right to change these Terms and Conditions. Any changes will be posted and we encourage users to review the policy regularly. The continued use of this website will signify acceptance of any such changes. Accessing this website indicates agreement to and acceptance of these Terms and Conditions. SunLine and WSP may terminate, change, suspend or discontinue any aspect of SolVan, including eliminating, adding, altering or otherwise changing any features and/or content at any time without notice or liability. SunLine and WSP reserve the right, but shall not be obligated, to correct any errors or omissions in any portion of SolVan.org at any time without notice to any SolVan user or 3rd party linked to the website.