

# **Terms and conditions of use**

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the “AIDB Transport” mobile application (“Mobile Application” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and Alabama Institute for Deaf and Blind (“AIDB”, “we”, “us” or “our”). All limitations of liability, releases, waivers and similar terms agreed to by you extend to AIDB and its officers, trustees, employees and agents in both an official and individual capacity. If you are entering into this Agreement on behalf of a minor, legally incompetent person, business or other legal entity, you represent that you have the authority to bind such person or entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such person or entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Mobile Application and Services. By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and AIDB, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

## **Accounts and membership**

You must be at least 19 years of age or have consent of a parent or legal guardian to use the Mobile Application and AIDB’s Transportation Services. By using the Mobile Application and Services and by agreeing to this Agreement you warrant and represent that you are at least 19 years of age or have provided

documentation of the consent of a parent or guardian. If you create an account in the Mobile Application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Services. Providing false contact information or false representations of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. AIDB and its officers, trustees, employees and agents will not be liable in either an official or individual capacity for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing or other reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## **Links to other resources**

Although the Mobile Application and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any

other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in the Mobile Application. Your linking to any other off-site resources is at your own risk.

## **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, state or municipal regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Mobile Application and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Mobile Application and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Mobile Application and Services for violating any of the prohibited uses.

## **Intellectual property rights**

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and

related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future. This Agreement does not transfer to you any intellectual property owned by AIDB or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with AIDB and/or its developer or developers. All trademarks, service marks, graphics and logos used in connection with the Mobile Application and Services, are trademarks or registered trademarks of AIDB or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Mobile Application and Services, if any, may be the trademarks of third parties. Your use of the Mobile Application and Services grants you no right or license to reproduce or otherwise use any AIDB or third party trademarks.

## **Data collection and privacy**

When using the Mobile Application, certain information may be collected, including the user's location and the telephone number or Internet Protocol address of the device used to access the Mobile Application. Information is collected only for the purpose of providing transportation or related services offered through or in connection with the Mobile Application. No personal information of the user is released without the user's knowledge, exchanged, transferred, assigned or sold on any medium whatsoever to third parties, except as may be disclosed in this Agreement. Your use of the Mobile Application

constitutes express consent to collection and disclosure of information as described and limited herein.

## **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws, and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, overly broad, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that such provision shall be reduced or limited to the maximum legal, permissible or enforceable scope, and that all remaining provisions or portions of this Agreement shall remain in full force and effect.

## **Applicable law**

This Agreement is subject to and governed by the laws of the United States of America and the State of Alabama. Each party consents to the exclusive jurisdiction and venue of the state courts of the State of Alabama in Talladega County and the United States Court for the Northern District of Alabama for any and all disputes or claims arising from use of the Mobile Application and the transportation services provided by AIDB.

## **Changes and amendments**

We reserve the right to modify this Agreement or its terms related to the Mobile Application and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our sole discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Mobile Application and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

## **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Mobile Application and Services.

## **Contacting us**

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us at:

Alabama Institute for Deaf and Blind  
P.O. Box 698, 1209 Fort Lashley Avenue

Talladega, Alabama 35161

This document was last updated on April 25, 2025.