Terms & Conditions of Travel

Date: 02/22/2023 INTRODUCTION

Southeastern Stages (SES) is a bus company which brings passengers and transportation together. Transportation services are provided by multiple interline carriers. These Terms & Conditions of Travel apply to all purchases made through Southeastern Stages and travel provided by SES, including but not limited to other interline carriers.

A. General Provisions

(1) CONTRACTUAL RELATIONSHIP

When you buy a ticket from Southeastern Stages you enter into a contract with Southeastern Stages for that purchase and you agree to be bound by its terms. The terms of your contract are set forth in: (i) your ticket, and (ii) these Terms & Conditions of Travel ("Terms"). We will identify the interline carriers during the booking process, in your booking confirmation and on your ticket. You can also learn the identity of the carrier by contacting Southeastern Stages through any of the communications channels listed in the Contact Us section below.

Interline carriers may have different terms and conditions applicable to travel on buses they operate, and these may be obtained directly from those carriers. In cases of conflict between these Terms and the terms and conditions of a carrier related to a ticket purchase, these Terms shall prevail.

Southeastern Stages and interline carriers will not refuse to provide transportation based upon race, color, national origin, religion, sex or ancestry.

(2) Amendments to Terms & Conditions of Purchase and Travel

Southeaster Stages Inc., may amend these Terms at any time, except as prohibited by law. Your purchases and travel are governed by the Terms in effect on the date you purchased your ticket and on the date of travel. Southeastern Stages Inc., reserves the right to apply Terms retroactively where reasonably necessary for operational reasons and where the change in the Terms does not have a material negative impact on you.

No Southeastern Stages Inc., or carrier representatives, including employees and ticketing agents, have the authority to waive, modify or alter any provision of these Terms unless authorized in writing by a Southeastern Stages Inc., corporate officer or an authorized designee.

TRAVEL

A. TICKETS

The purchaser of the ticket and the passenger is responsible for ensuring that the ticket accurately states the passenger's first and last name and travel information. Presentation of a ticket for transportation by someone other than the passenger named on the ticket renders the ticket void and may be confiscated.

Tickets are valid for travel only when used in accordance with these Terms. Passengers who are found to be traveling without a valid ticket may be required to pay a fee.

Where a ticket is invalidated as the result of the passenger's non-compliance with any of these Terms, Southeastern Stages may:

Cancel any remaining portion of the passenger's itinerary or booking:

Confiscate any unused portion of the ticket:

Refuse to board the passenger or check the passenger's baggage; and/or

Assess the passenger the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the current fare applicable to the passenger's actual itinerary.

Children 2 or older: All children 2 years of age or older must have a ticket.

Children under the age of 2: a child under the age of 2 can sit on an adult's lap instead of using a seat, and in this case, may travel for free without a ticket. See Children & Minors section for additional details.

(1) Documentation to Board the Bus

Each passenger must present a valid printed or electronic ticket to board the bus. This entitles the passenger to transportation only between points of origin and destination via the ticketed schedule on the date and time reserved. During boarding, Bus Operator or bus station personnel may ask passengers that are 16 years of age or older must also present a valid Government-issued photo ID (such as a current Driver's License, Passport, Permanent Resident Card, U.S. Military ID card, or similar ID card issued by a federal or state government provided it contains a photograph and information such as name and date of birth). If asked to present a valid Government-issued photo ID, passengers that are 16 years of age or older must do so in order to board the bus.

FARES-Except as required by applicable law or stated specifically herein, all fares are non-refundable.

Fares are valid ONLY for the schedule, date, time, origin and destination for which quoted. Discount fares are subject to date, time and schedule restrictions. Fares may be subject to additional charges including taxes, fees and Bus Operator price differences. Departure dates and times may be changed by customers for a fee provided that advance purchase requirements are not violated (including holiday blackout restrictions) and all transactions and travel are completed within a year of the original purchase date. Web fares may change. Peak and holiday travel blackouts may apply. Fares are payable in U.S. dollars only unless stated otherwise.

(1) Special Fares

Southeastern Stages Inc., and/or other carriers may offer special fares from time to time. Special fares are subject to availability. If the quoted fare price is no longer available at the time of final booking, the current price will be displayed as an option.

(2) Erroneous Fares

Southeastern Stages Inc., will exercise reasonable efforts to ensure that all published fares are accurate and available for sale; however, Southeastern Stages Inc., does not offer or intend to offer tickets for a zero fare or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Southeastern Stages reserves the right to cancel the ticket and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare.

(3) Duplicate, Fictitious and Impossible/Illogical Bookings

Southeastern Stages and other carriers prohibit duplicate, impossible, or fictitious bookings, including but not limited to multiple conflicting itineraries for the same passenger. Southeastern Stages Inc., and other carriers reserve the right to cancel any such booking. Southeastern Stages Inc., and interline carriers are not required to provide refunds in such instances.

C. Cancelling and Rescheduling Reservations

Involuntary Cancellations: An Involuntary Cancellation is any cancellation made by Southeastern Stages Inc., or an interline carrier ("Involuntary Cancellation"). Southeastern Stages and interline carriers may cancel ticket reservations of any customer whenever such action is necessary or advisable by reason of weather or other conditions beyond their control. Southeastern Stages Inc., and interline carriers may also cancel ticket reservations as reasonably required by their operations, including safety issues, in their sole discretion.

In cases of Involuntary Cancellations of ticket reservations, Southeastern Stages Inc., will offer affected customers either the option to reschedule their trip or to request a refund. For details regarding refunds, please refer to the Refunds section of these Terms.

Voluntary Cancellations: A Voluntary Cancellation is as any cancellation by a customer ("Voluntary Cancellation"). Voluntary Cancellations can be made by customers up until 15 minutes before the scheduled departure time of the bus. Customers who voluntarily cancel a ticket reservation must pay a fee (a "Cancellation Fee"). Customers can only cancel tickets online or at physical ticket point of sale locations (like a bus terminal, a physical ticket office, a ticket kiosk, etc.). Neither bus drivers nor Customer Service representatives can cancel a ticket reservation on behalf of customers. In cases of Voluntary Cancellations, Southeastern Stages Inc., may offer a refund in the form of a voucher. For details regarding refunds, please refer to the Refunds section of these Terms.

Rescheduling Ticket Reservations: Customers can reschedule but must do so no later than 15 minutes prior to the scheduled departure time of the trip. Customers can only reschedule online or at physical ticket point of sale locations (like a bus terminal, a physical ticket office, a ticket kiosk, etc.). Bus drivers cannot cancel a ticket reservation on behalf of customers.

If a customer does not cancel or reschedule a trip 15 minutes prior to the scheduled departure time and does not take the trip, all fares and fees for the ticket are forfeited in full.

(1) Cancellation Fees and Service Fees

The amount and calculation of the Cancellation Fee for a Voluntary Cancellation will vary according to certain time-oriented variables, as described on Greyhound's <u>Cancellation Fee</u> page.

It is possible that the Cancellation Fee amount will cancel out the entire ticket price resulting in no voucher being issued to the customer. However, in no case will the Cancellation Fee be higher than the ticket price.

In cases of Voluntary Cancellations, Service Fees will not be refunded. Also, for Voluntary Cancellations purchased by the customer using a credit card, the credit card processing fee may not be refunded.

Customers who use staff-operated sales offices (e.g., tickets purchased from sales agencies, ticket outlets, and customer service) to process a Voluntary Cancellation or to reschedule a trip may be charged an additional Service Fee. In cases of Involuntary Cancellations, no Cancellation Fee or Service Fee will be charged.

D. Refunds

Any passengers who are refused transport or removed from a bus as a result of their failure to comply with any of these Terms, shall not be entitled to any refund, substitute or return transportation, or any other form of compensation. For information regarding the different types of cancellations referenced below, see the Cancelling and Rescheduling Reservations section.

Involuntary Refunds

If a refund is required because of an Involuntary Cancellation, the customer will receive a refund for the full amount of the ticket fare(s) including any fees paid (an "Involuntary Refund")

Involuntary Refund Options: For Involuntary Refunds, Customers will have the following options depending on the original form of payment.

Voucher refund (always an option for an Involuntary Refund).

Monetary refund (option available only for ticket fares purchased with cash or other payment methods, such as credit card, PayPal, or Google Pay).

Form of Involuntary Refund: For Involuntary Refunds, Southeastern Stages Inc., will issue refunds on tickets as follows: A voucher refund will be in the form of a Cancellation Voucher, which is a type of Credit Voucher.

For monetary refunds (depending on the applicable customer service process), the refund will be made to the card originally used to complete purchase, a check to the passenger on the ticket, or via electronic transfer to a designated bank account.

Voluntary Refunds

For refunds requested in cases of a Voluntary Cancellation by a customer (a "Voluntary Refund"), a refund in the form of a voucher will be issued to the customer (a "Cancellation Voucher") in the full amount of the ticket fare(s) less the Cancellation Fee and any applicable Service Fees and/or credit card processing fees. No other form of refund will be issued.

For refunds requested in cases of a departure delay greater than 120 minutes or a schedule change that results in a change to the expected departure of greater than 120 minutes, a Cancellation Voucher will be issued to the customer in the full amount of the ticket fare(s) including any Service Fees paid. No other form of refund will be issued.

Cancellation Vouchers are valid for twelve (12) months after issuance and can be used for a new ticket reservation. If the price of the new ticket reservation is more than the value of the Cancellation Voucher, the price difference must be paid by the customer. If the price is lower, the difference will remain on the Cancellation Voucher and can be used for a future ticket reservation until the date of expiration.

E. Refusal to Transport

Passengers shall not engage in any conduct that would authorize Southeastern Stages Inc., or interline carriers to refuse transport under this Section ("Prohibited Conduct"). Southeastern Stages Inc., and interline carriers may refuse to transport any passenger or may remove any passenger from a bus when refusal to transport or removal of the passenger is reasonably necessary in Southeastern Stages Inc., or Interline carriers' sole discretion for the passenger's comfort or safety, for the comfort or safety of other passengers or Bus Operator employees, or for the prevention of damage to the property of a Bus Operator or its passengers or employees. By way of example, and without limitation, Southeastern Stages Inc., and interline carriers may refuse to transport or may remove passengers from a bus in any of the following situations:

Whenever necessary to comply with any applicable law, regulation or government directive or request or when advisable in the sole discretion of Southeastern Stages Inc., or interline carriers due to weather or other conditions beyond Southeastern Stages Inc., or interline carriers' control including Acts of God, strikes, civil unrest, pandemic, embargoes, war, and other similar matters of force majeure.

When a passenger refuses to produce positive identification upon request;

When a passenger fails or refuses to comply with any of Southeastern Stages rules or any provision of these Terms; When a passenger fails or refuses to comply with a interline carrier's rules or any of the Bus Operators terms and conditions:

When the passenger provides a Government-issued photo ID with information does not correspond to the information shown on the passenger's ticket;

When the passenger's conduct is disorderly, abusive, violent or illegal, or the passenger appears to be intoxicated or under the influence of drugs;

When the passenger brings any alcohol, drugs, weapons or other prohibited items anywhere on the bus (including storing such items under the bus);

When the passenger is smoking on board the bus, or using any e-cigarettes or vaping devices on the bus;

When the passenger is barefoot;

When the passenger interferes with the bus crew's activities, or fails to obey the instruction of any member of the bus crew:

When the passenger has a contagious disease that may be transmissible to other passengers during the normal course of the bus trip;

When the passenger is unable to sit in a seat with the seatbelt fastened, insofar as the bus is equipped with seatbelts (unless going to/from the on-board restroom);

When the passenger refuses to follow reasonable instructions issued to them by any bus crew members;

When the passenger brings any animals on board (with the exception of legitimate service animals riding together with a disabled person, as described in the Service Animals section of these Terms);

When the passenger's behavior may be hazardous or creates a risk of harm to himself/herself, the driver, the bus crew, or other passengers or to the Bus Operators' bus and/or property, or the property of other passengers;

When the passenger is seriously ill, unless the passenger provides a physician's written permission to travel by bus which establishes that he/she is not a health or safety threat or risk to him/herself or others and is able to travel safely either alone or with a companion and has such a companion;

When the passenger's conduct, attire, hygiene or odor creates an unreasonable risk of offense or annoyance to other passengers; or

When the passenger fails to comply with any applicable laws or regulations.

Any passengers who are refused transport or removed from a bus as a result of any of the above situations are not entitled to any refund, compensation, or substitute or return transportation of any kind.

(1) Liability for Harm Caused by Passengers

Passengers who engage in any Prohibited Conduct shall be liable for any resulting direct or indirect harm and/or damage caused to himself/herself, the driver, the bus crew, or other passengers or to the Bus Operators' bus and/or property, or the property of other passengers.

F. Schedules and Operations

Bus Operators will exercise reasonable efforts to transport passengers and their baggage from origin to destination according to the schedule; however, published schedules, departure and arrival dates, departure and arrival times, bus types, and similar details reflected on the ticket or in the published trip schedules are not guaranteed and are subject to change. Southeastern Stages Inc., and interline carriers may substitute alternate Bus Operators or buses, use rented buses and/or drivers, change schedules, delay or cancel trips, and alter or omit stops shown on the ticket as required by operations, safety and in the sole discretion of Southeastern Stages Inc., or interline carrier. Southeastern Stages Inc., and interline carriers sole liability in the event of such changes is set forth in the Refunds section of these Terms. In cases where a bus becomes unserviceable during the trip, Southeastern Stages and/or interline carrier will exercise reasonable commercial efforts to provide affected passengers with a substitute bus or transport to a suitable waiting point from where the passengers' trip can be continued.

Southeastern Stages and interline carriers are not responsible or liable for any cancellations, delays, changing the schedule of any bus trip, changing buses or bus types, revising the routings by which Bus Operators carry passengers from the ticketed origin to destination, or for failing to run any bus trip according to schedule. Southeastern Stages and interline carriers are additionally not responsible or liable for any additional costs, expenses, harms, losses or damages incurred by passengers that are directly or indirectly caused by any cancellations, delays, changing the schedule of any bus trip, changing buses or bus types, revising the routings by which carriers carry passengers from the ticketed origin to destination, or for failing to run any bus trip according to schedule.

Southeastern Stages Inc., will attempt to timely alert passengers of delays, cancellations and the like, as soon as possible. However, this may not be possible as some interline carriers may not have the technical capability to timely notify Southeastern Stages of such events and thus, Southeastern Stages is not able to alert customers.

(1) When to be at Origin to Board

Customers are required to be at the boarding location 15 minutes prior to scheduled departure time.

If a customer is not present for boarding at the scheduled departure time, the ticket will be voided and the seat may be sold to another customer.

Customers will be notified via text message, email, or push notifications of any delays or changes to the departure time. Except as required by applicable law, a customer shall not be entitled to compensation of any kind if the passenger has been notified and is not present at the modified time and misses the departure. It is the passenger's responsibility to provide accurate and current contact information.

(2) Seating

Seating is assigned automatically without regard to race, color, creed, national origin or any other protected characteristic. However, reserved seating may be available for purchase on some trips. See the Seat Reservations section for additional information.

For individuals with disabilities wishing to travel on the bus in their wheelchair or mobility scooter, see the Passengers with Disabilities & Limited Mobility section for details.

(3) Stops

All passengers must exit the bus upon request by the driver, other bus crew members, or any member of law enforcement.

During a stop, the driver or other bus crew member may announce to the passengers a firm time of departure when the bus will leave that location to resume the bus trip. It is the sole responsibility of every passenger to be onboard the bus at or before the departure time. It is the sole responsibility of any parent, legal guardian, or other passenger who is traveling with children to ensure that all children traveling are also on board at the announced departure time. Any passengers who are not back onboard the bus by the announced departure time may be left behind. The driver has no duty to wait for any late or absent passengers to return to the bus. Should any passengers fail to be back onboard the bus by the announced departure time and are left behind at the location of the stop, Southeastern Stages and interline carriers shall not be held responsible or liable. Any such passengers are not entitled to any refund, compensation, or substitute or return transportation of any kind.

During a stop, it is the passenger's sole responsibility to remove any valuables from the bus to prevent loss, theft, or damage, for which Southeastern Stages and interline carrier shall not be held responsible or liable.

G. Southeastern Stages and interline carriers' Liability in the Event of Cancellations, Delays and Schedule Changes

If there is an Involuntary Cancellation, a departure time delay of greater than 120 minutes, or a schedule change that results in a change to the expected departure time of greater than 120 minutes, Southeastern Stages will (at customer's request) cancel the ticket and provide a refund for the cost of the ticket, (in the form of a voucher or monetary refund) in accordance with the Refunds section of these Terms. If the customer does not request a cancellation and refund, the Bus Operator(s) will transport the customer to their scheduled destination on the same or an alternate bus. In such cases, the customer will not be entitled to any refund. Southeastern Stages and interline carriers will not be liable under any circumstances for any special, incidental or consequential damages arising from the delays, cancelled schedules or the like.

Southeastern Stages Inc., and interline carriers shall have no liability if the cancellation, delay or schedule change was due to force majeure. As used in these Terms, "force majeure" means actual, threatened or reported:

Weather conditions or acts of God;

Riots, civil unrest, embargoes, war, hostilities, pandemic, or unsettled international conditions;

Strikes, work stoppages, slowdowns, lockout, or any other labor-related dispute;

Government regulation, demand, directive or requirement;

Shortages of labor, fuel, or facilities; or

Any other condition beyond Southeastern Stages or interline carriers' control or any condition not reasonably foreseen by Southeastern Stages or interline carriers.