

## ADDENDUM C

### EXPLANATION OF TERMS OF NATIONAL FEDERATION OF THE BLIND'S AGREEMENT WITH GREYHOUND REGARDING THE ACCESSIBILITY OF GREYHOUND'S WEBSITE AND ONLINE TECHNOLOGY

In 2017, the National Federation of the Blind and five blind individuals filed a lawsuit, alleging barriers to use of the website, [www.greyhound.com](http://www.greyhound.com), and related Greyhound Lines, Inc. mobile applications ("mobile apps") by blind customers. In July 2018, the National Federation of the Blind, the five blind individuals, and Greyhound entered into an agreement to work together to ensure that [Greyhound.com](http://Greyhound.com) and Greyhound's mobile apps are accessible to blind customers. The lawsuit was then voluntarily dismissed.

Key provisions of the agreement:

#### **1. Accessibility of the Website and Mobile Apps**

##### *a. Definition of accessibility under the agreement*

Under the agreement, Greyhound will ensure that [Greyhound.com](http://Greyhound.com) and the mobile apps allow Blind persons to gain the same information and engage in the same transactions with an ease of use substantially equivalent to that of a sighted person using the same browser or operating system without screen reader software. Conformance with WCAG 2.0, Level AA (or any subsequent version of WCAG published by the World Wide Web Consortium) can also constitute ADA Compliance for purposes of the Agreement, though substantially equivalent ease of use, as described above, is the ultimate standard for ADA compliance under the agreement.

##### *b. When the website and mobile apps will be fully accessible*

Pursuant to the agreement, [Greyhound.com](http://Greyhound.com) will make the further changes necessary to guarantee ADA Compliance within 217 days, and will make the changes to the mobile apps necessary to guarantee ADA compliance within 237 days.

#### **2. Assistance for blind customers who continue to experience difficulty purchasing through [Greyhound.com](http://Greyhound.com) or the Mobile Apps**

Greyhound will also add a link or other information to [Greyhound.com](http://Greyhound.com) and its Mobile Apps to provide blind customers who experience difficulty purchasing through [Greyhound.com](http://Greyhound.com) or the Mobile Apps with an alternative method to purchase tickets for bus travel. The link or other information will include a telephone number for customers to use in order to complete their purchase. It will also include a statement of Greyhound's policy that any customer who has self-identified as blind and says that he or she experienced difficulty completing a purchase through Greyhound's website or mobile apps shall not have to pay any call center booking fee or other additional charge assessed solely because the customer has used the Call Center under these circumstances.

Greyhound will provide this link or other information to [Greyhound.com](http://Greyhound.com) as of the finalization of its agreement with NFB, and will provide it to the Mobile Apps within 12 days.

### **3. NFB Secret Shopper Program**

NFB and Greyhound will collaborate to create and administer a one-year (12 month) secret shopper program for the purpose of monitoring whether Greyhound customer service operators located at any one of Greyhound's call centers are complying with Greyhound's policy of waiving fees for blind customers who experience difficulties purchasing through Greyhound.com or the mobile apps. Each quarter, NFB will select at least 10 secret shoppers to participate in the program for purposes of placing between 30 and 40 telephone calls to Greyhound's call centers. After each call, secret shoppers will complete a report that will contain a variety of required monitoring information. Using these reports, NFB will help Greyhound identify any instance that indicates that an operator violated Greyhound's fee waiver policy. Greyhound will request the retraining of any Operator who it determines violated the Fee Waiver Policy during the handling of the Secret Shopper's telephone call. If it is determined that Greyhound's fee waiver policy has been violated in 10% or more of the qualified Secret Shopper calls during such quarter, Greyhound will request a retraining on the fee waiver policy and the proper procedures for handling such telephone calls for all Operators at all Call Centers, unless Greyhound is able to identify the offending call center(s), in which case Greyhound may choose to request the retraining of only employees at the offending call center(s). At any time through the end of the 12 months of the program, NFB may also convey to Greyhound suggestions for improving training.

The agreement additionally provides for payment to reimburse NFB for the testing program and certain other expenses.