

Medicine Hat Transit “MHT Go!” Fare Card

Terms and Conditions

Introduction

If you wish to participate in the MHT Go! Fare Card Program (the “**Program**”), you must comply with all its requirements.

These terms and conditions (the “**T&C’s**”) constitute the agreement for use of the Program, made between you (“you”) and the City of Medicine Hat, which owns and operates Medicine Hat Transit (“we” or “us”). If you do any of the following, then you are choosing to participate in the Program:

- a. Activate a MHT Go! Fare Card (a “**Fare Card**”);
- b. Use of any applicable Website services; or
- c. Use a Fare Card.

If you choose to participate in the Program, then you are agreeing to comply with all provisions of these T&C’s and all applicable laws and regulations. You are also agreeing to comply with all provisions of these T&C’s and all applicable laws and regulations as they may change from time to time.

Any individual under the age of majority must have the consent of their parent or legal guardian to participate in the Program. If you are the parent or legal guardian of an individual under the age of majority and wish him or her to participate in the Program, then you must participate on behalf of them.

Please direct any questions or Comments regarding these T&C’s, the Website or the Program to us at:

Email: transit@medicinehat.ca

Phone: 403-529-8214

Mail: 460 Spencer St., Medicine Hat, AB T1A 1Y7

Frequently asked questions
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Definitions

As used in these T&C's, the following terms have the meanings indicated below.

"Account" means the record of a Fare Cardholder's information and Fare Card details including purchased products, which you may use for accessing certain features associated with the Fare Card.

"Autoload" means an automatic top-up of the Stored Value on a Fare Card when the balance in the applicable Account falls below the minimum threshold that the Fare Cardholder has established. We charge the cost of the top-up to the Fare Cardholder's credit card.

"Autorenewal" means an automatic extension of the Ride Period on a Fare Card. We charge the cost of the extension to the Fare Cardholder's credit card.

"Balance Protection" means the transfer of the balance on a Fare Card to a replacement Fare Card if the original Fare Card was registered and reloadable but has been lost or stolen.

"Comment" means a submission, creative idea, suggestion, proposal, plan or other material about the Program, whether submitted online, by email, by postal mail, or otherwise.

"Content" means all content, text, graphics, documentation, photos, software, logos, icons and other materials on the Website.

"Transit Customer Service" means the administrative offices of Medicine Hat Transit located at 460 Spencer St. SE in Medicine Hat, Alberta, Ph: 403-529-8214.

"Fare Card" means the MHT Go! Fare Card, which is a reusable tap-able smart Fare Card under this Program that the holder can use to pay for Our transit services.

"Fare Card Reader" means an electronic sensor, built into the fare payment device aboard our transit vehicle, which reads Fare Cards. The specific device may vary from vehicle to vehicle.

"Fare Cardholder" means an individual who has obtained or been issued a Fare Card.

“Fare Vendor” means fare product sales location, including a terminal, kiosk, or other location that we have authorized to sell transit fare product for the Program. We have listed the current Transit Fare Vendor locations on the Website.

“Fare Vending Machine” means a self-serve machine that allows you, as a customer:

- a. To pay for and obtain a Fare Card;
- b. To load Stored Value or Ride Periods on your Fare Card; and/or
- c. To check your Fare Card balance.

“Hotlisting” means permanent deactivation of a reloadable Fare Card that has been lost or stolen.

“Personalized Fare Card” means a registered Fare Card that bears the Fare Cardholder’s name and/or photo, and possibly other personal information, associated with the Fare Cardholder’s Account.

“Program” means the MHT Go! Fare Card Program described in these T&C’s for fare payment for transit services, including, without limitation, all equipment, systems, facilities, Fare Cards, Website, data, information, and any products and services associated with any of these.

“Registered Fare Card” means a Fare Card that a Fare Cardholder has successfully linked to the Fare Cardholder’s Account through the completion of the registration process under these T&C’s.

“Releasee” means us and each of our subsidiaries, affiliates, partners, Fare Vendors, and their respective elected officials, officers, directors, agents, licensors, service providers, subcontractors, suppliers, interns, employees, Third Party service providers, successors and assigns.

“Retailer” means a person operating a business that, under an agreement with us, is equipped with a device or portal at which you may purchase and/or load Fare Cards.

“Ride Period” means the fixed period during which you may take rides using a Fare Card.

“Stored Value” means an electronic equivalent of cash stored on a Fare Card from which the Program deducts fare payments for individual rides.

“T&C’s” means these Terms and Conditions and any other T&C’s, conditions, and policies referenced in them and/or available from the Website.

“Third Party” means an outside institution, which we, under an agreement, permit to load, sell and reload Fare Cards.

“Website” means all the on-line Websites related to the Program, including the main Website at <https://www.medicinehat.ca/transit>, any other Website to which we link these T&C’s, and the web portal for managing Fare Cards at XXX.ca.

General nature of the Fare Card

The Fare Card is a type of fare medium. You may load Stored Value and/or Ride Periods onto your Fare Card. Loaded Stored Value and Ride Periods are a prepayment of fares for Our transit services. Fare Cards, Stored Value, and Ride Periods are not “money”. You may not redeem Fare Cards, Stored Value, or Ride Periods for money or for any product or service other than a transit service included in the Program.

The Fare Card does not entitle you to a specific fare price or fare product. At any time, and in our sole and absolute discretion, we may change the fare structure, any fare prices and the availability and eligibility criteria for any or all types of fares.

All Fare Cards are and remain Our property, and you must return them to Us immediately upon request. Our employees and authorized representatives have the authority to inspect, confiscate and/or demand the return of any Fare Card. We may deny services to, or require payment in cash from, anyone presenting an unauthorized Fare Card or product.

We reserve the right to suspend or deny any particular use of any element of the Program, including, without limitation, by the Hotlisting of any Fare Card. We may do this if:

- a. The Fare Cardholder fails to comply with these T&C’s, or any other applicable T&C’s, policies, rules, laws or regulations;
- b. A payment is not honoured due to non-sufficient funds or if a payment is rejected, negated or reversed for any reason; or
- c. We believe that someone has altered, duplicated, counterfeited, or stolen a Fare Card, or an ineligible Fare Cardholder has used a Fare Card.

Upon the Hotlisting or confiscation of a Fare Card, the refund of any amount remaining on the Fare Card will be at our discretion, and subject to such conditions as we deem fit, including the deduction of any amount we determine is due or payable by the Fare Cardholder to us.

Obtaining a Fare Card

You may obtain a Fare Card only from Transit Customer Service, a Fare Vendor, or a Third Party. If applicable, you may obtain a Personalized Fare Card from Transit Customer Service. We may issue a Personalized Fare Card to an individual who is eligible for the applicable special provisions in accordance with our then-current fare structure.

When you obtain your Fare Card, you must pay us the current applicable issuing fee. The term of each Fare Card is from the date of issuance to its expiry date. In our sole and absolute discretion, we may change the issuing fee. In our sole and absolute discretion, we may choose to waive or reduce the issuing fee for new Fare Cards during special promotions. Sales of Fare Cards are final and non-refundable. Fare Cards are not transferrable.

You certify that all information that you provide to us is correct, accurate, up-to-date and complete, and that you shall notify us in the event of any changes to such information. We are not responsible for your failure to comply with this requirement.

We collect, use and disclose all personal information, that you provide in association with the Program, in accordance with the [Alberta Freedom of Information and Protection of Privacy Act](#), as amended or replaced from time to time, and with Our privacy statement available on the City of Medicine Hat Website at www.medicinehat.ca/privacy.

You must not duplicate a Fare Card or create a counterfeit Fare Card.

Registering a Fare Card

Registering your Fare Card allows you to:

- a. Report that it has been lost, stolen, or damaged, permit its Hotlisting, and take advantage of Balance Protection; and
- b. Be eligible for future benefits or promotions.

You may register your Fare Card in person at Transit Customer Service, or online through the Website. To register your Fare Card online, you will be required to create an Account.

You must register your Fare Card if you are entitled to a reduced or free fare.

Adding Stored Value or Ride Periods to a Fare Card

General

You may add Stored Value and/or Ride Periods to your Fare Card in person or online.

In person: You may add Stored Value and/or Ride Periods to your Fare Card at Transit Customer Service or at a Fare Vendor. The added Stored Value or Ride Period will be available on your Fare Card immediately.

Online: You may load Ride Periods and/or Stored Value to your Fare Card online through the Website using your credit card.

To load Stored Value and/or Ride Periods onto your Fare Card, you must make your payment to a Third Party or us. The electronic record in the Program will constitute conclusive evidence of the Stored Value or Ride Period that was loaded onto your Fare Card and that remains unused or unexpired.

If you deal with a Fare Vendor, then the Fare Vendor, and not us, is responsible for the collection, storage, transmittal, safekeeping and use of payments and any information that you provide to the Fare Vendor when you purchase Stored Value or Ride Periods from that Fare Vendor.

You must not seek to load any Stored Value or Ride Period onto a Fare Card through an unauthorized means, or onto an unauthorized Fare Card through any means.

Autoload and Autorenewal

Rather than loading Stored Value or a Ride Period in a one-time transaction, you may make use of the Autoload or Autorenewal features. You may set up the Autoload or Autorenewal feature only if you have created an Account through the Website.

Once you have registered your Fare Card and created an Account, you may set up an Autoload or Autorenewal function on your Fare Card.

An Autoload will top up the Stored Value on your Fare Card when the balance in your Account goes below a minimum threshold. When the Stored Value goes below that minimum threshold, your Account will be automatically topped up with an amount of your choosing (subject to these T&C's), and your credit card will be charged with the cost.

You may also set up automatic Ride Period renewal on your Fare Card. The Ride Period extension set on your Fare Card will be automatically loaded onto your Fare Card and the Program will charge your credit card. If there is no issue with payment, the system will activate your Fare Card on the first day of the Fixed Period. Autorenewal may not be available for all Fare Cards.

You may cancel your Autoload or Autorenewal feature by signing into your Account online and following the applicable instructions.

If your credit card information changes, you must update your Account at least 24 hours in advance of any Autoload or Autorenewal transaction in order to prevent disruption to your Autoload or Autorenewal function.

If the system is unable to process an Autoload or Autorenewal transaction for any reason, such as if your financial institution declines your credit card, then the system will not add the value to your Fare Card, as the transaction is not complete.

You are responsible for all transit fares and/or other charges incurred in the event that an Autoload or Autorenewal transaction fails for any reason.

Fare Card billing errors and corrections

We reserve the right to correct the Stored Value on your Fare Card in the event of any clerical, billing, Accounting, or other error. This may include the addition or removal of Stored Value from your Fare Card. We shall have no liability for any such error. You should monitor your transactions and Stored Value and notify us if you believe there is an error.

Using a Fare Card

When you wish to ride one of our transit vehicles by using your Fare Card, tap the Fare Card on the Fare Card Reader in the vehicle. When you tap your Fare Card, the Program calculates and deducts the fare from the Stored Value on your Fare Card, or validates that an active Ride Period is loaded on your Fare Card.

You will be required to make full fare payment by a means other than the Fare Card, subject to the other provisions of these T&C's, if:

- a. The Stored Value or Ride Period which remains on your Fare Card is not sufficient for the fare; or
- b. The Program is unable to deduct the necessary payment from the Stored Value or validate an active Ride Period.

You may not use a Fare Card for partial payment.

You may transfer between our vehicles in accordance with the provisions set out in our fare structure.

We may refuse to authorize a transaction involving a Fare Card if:

- a. The Stored Value on the Fare Card is insufficient (except as set out below);
- b. The Ride Period on the Fare Card has expired;
- c. The Account or Fare Card has been suspended or closed; or
- d. Someone has reported the Fare Card as lost or stolen.

You must not deface or alter a Fare Card. We do not accept unauthorized, defaced, altered, duplicated or counterfeit Fare Cards or products.

Checking a Fare Card balance and recent history

You may check your Fare Card balance and recent transaction history by visiting a Fare Vendor Transit Customer Service.

If you have created an Account online, you may also check your balance and transaction history online.

Lost, stolen, damaged or defective Fare Card

General

You are responsible for taking all reasonable precautions to protect your Fare Card from being lost, stolen, defaced, altered, or damaged. The individual Fare Cardholder to whom we issued the Fare Card bears the risk of loss if the Fare Card is lost, stolen or damaged, up to the time when a Registered Fare Card is blocked. A lost, stolen or damaged Fare Card may remain valid and you may continue to use any Stored Value or Ride Period loaded on the Fare Card to pay for transit services until you have used up the Stored Value or Ride Period, or the Fare Card expires. However, we may block a Registered Fare Card from further use and transfer the balance to a new Fare Card in accordance with these T&C's.

A Fare Vendor may not block or replace a lost, stolen, damaged or defective Fare Card.

Hotlisting of a Fare Card

If your Registered Fare Card is lost or stolen, you should block your Fare Card or report it to us as soon as possible. Hotlisting of a Registered Fare Card prevents anyone from using it and protects your balance. A Fare Card that is not a Registered Fare Card cannot be blocked or replaced.

Hotlisting of a Fare Card online:

You may block a lost or stolen Fare Card by logging into your Account. Online Hotlisting is available 24 hours per day, seven days per week. Hotlisting of a Fare Card online will prevent the usage of the Fare Card until we reactivate it. However, a reactivated monthly pass will only be valid for the month for which you purchased the pass.

Hotlisting of a Fare Card in person:

You may block a lost or stolen Fare Card by reporting it in person at Transit Customer Service during operating hours. Visit the Website to see the hours of operation of the Transit Customer Services.

Hotlisting of a Fare Card by phone:

You may report a lost or stolen Fare Card by calling Medicine Hat Transit at 403-529-8214 during regular business hours. It may take up to two business days to block a Registered Fare Card following a call to us.

For Hotlisting of a Fare Card in person or by phone, you will need to provide your name and address, and verify your identity.

Once the Program has blocked a Fare Card, the Fare Card becomes inactive and cannot be reactivated or used again. You will need to obtain a replacement Fare Card and have any Stored Value or Ride Period transferred to your new Fare Card. The replacement Fare Card will be subject to an issuing fee. You will need to provide proof of identity in order to transfer your balance to a new Fare Card. We are not liable for any misuse of a lost or stolen reloadable Fare Card.

Defective Fare Card

If you believe that your Fare Card is defective, you may seek to obtain a replacement Fare Card at no cost if:

- a. The Fare Card is returned to us at Transit Customer Service within six months after the date it was issued; and
- b. The defect, as determined by a customer service representative in his or her sole discretion, was the result of a defect in design, material or workmanship and was not the result of misuse, intentional action, negligence or damage.

You must return a defective Fare Card to us at Transit Customer Service and we shall block and deactivate it. We will transfer any Stored Value or Ride Period on the Fare Card to a replacement Fare Card. You cannot replace a defective Fare Card online.

Expiry of a Fare Card

Fare Cards expire 10 years after issuance, unless designed to do otherwise by the requirements of a special fare Program subject to additional T&C's that specify otherwise. All Fare Cards that would expire in less than 10 years, in accordance with any special provisions that apply to such Fare Cards, must be Registered Fare Cards.

If your Fare Card is not a Registered Fare Card, then we cannot transfer any Stored Value or Ride Periods remaining on it. You should ensure that you use up any Stored Value or Ride Periods before the expiry date.

If your Fare Card is a Registered Fare Card, then you may transfer any remaining Stored Value or Ride Periods to a new Fare Card. After your Registered Fare Card expires, any remaining Stored Value or Ride Periods will be available for 24 months, subject to earlier expiry in accordance with the term of such Stored Value or Ride Periods. We will not refund Stored Value or Ride Periods remaining on an expired Fare Card, but can transfer them to a new Fare Card in accordance with these T&C's.

Using our Program and Website properly

In addition to other prohibitions set out in these T&C's, you represent and warrant that you shall not (nor permit anyone under your Account to) use the Website or Program:

- a. For any unlawful purpose;
- b. To solicit others to perform or participate in any unlawful act;
- c. To violate, intentionally or unintentionally, any applicable international, federal, provincial 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, post, email, or otherwise transmit any virus or any other type of malicious code that will or may be used in any way that could affect the functionality or operation of the Program, or the Website, or other Websites, or the Internet;
- h. To collect, track, or store the personal information of other users of the Website and the Program without their express written consent;
- i. To spam, phish, pharm, pretext, spider, crawl, or scrape the Website or Program without our permission, using manual or automated software, devices, scripts, robots or other means;
- j. For any obscene or immoral purpose;
- k. To attempt to, or actually, interfere with or circumvent the security features of the Website, the Program, any other Website, or the Internet. This includes interference by any means (including, but not limited to, using administrator passwords or by masquerading as an

administrator while using the Website) to gain unauthorized access to any portion of the Website, the Program, our computer systems, servers or networks or the Account of another user;

- I. To access the Website or the Program, to add or download contacts, send or redirect messages, or perform other activities on the Website using bots or other automated methods, unless explicitly permitted by us;
- m. To upload, post, email, or otherwise transmit to the Website:
 - i. Any Content that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationship (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements),
 - ii. Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or
 - iii. Any Content that contains software viruses or any other computer code, file or Program designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Website's infrastructure or limits the functionality of any of our, or any other outside party's, computer hardware, software, networks, hardware or telecommunications equipment;
- a. To upload, post, email or otherwise interfere with or disrupt the Website or servers or networks connected to the Website or any services made available through the Website. This includes, without limitation, attempting to interfere with the access of any other user, host or network, such as by overloading, initiating, propagating, participating, directing or attempting any "denial of service", "attack", "spamming", "crashing", or "mail-bombing" the Website or disobeying any requirements, procedures, policies or regulations of networks connected to the Website;
- b. To access, via automated or manual means or processes, the Website or the Program for purposes of monitoring the Website's or the Program's availability, performance, security or functionality without our prior permission; or
- c. To engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Website or the Program.

We reserve the right to terminate your use of the Website and the Program, and, if appropriate, make a referral to the relevant law enforcement authorities, for engaging in any of the prohibited uses.

Commenting on our Program

If you provide a Comment, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use it in any medium. We are and shall be under no obligation:

- a. To maintain any Comment in confidence;
- b. To pay compensation for any Comment; or
- c. To respond to any Comment.

By providing us with any Comment, you:

- a. Grant us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from such Comment (in any format or medium); and
- b. Waive all moral rights in and to such Comment.

We may, but have no obligation to, monitor, edit or remove any Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any person's intellectual property or these T&C's.

You agree that your Comments will not violate any right of any Third Party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could affect the operation of the Program or the Website in any way. You shall not use a false email address, pretend to be someone other than yourself, or otherwise mislead third parties or us as to the origin of any Comments. You are solely responsible for any Comments that you make and their accuracy. We take no responsibility and assume no liability for any Comments submitted by you or any Third Party.

You indemnify us

You agree at all times to indemnify, release, defend and hold us harmless from and against any claims, losses, judgements, actions, proceedings, damages, or demands, costs, and expenses (including without limitation reasonable lawyer and other fees and disbursements). This protection includes matters raised by any outside party due to or arising out of your breach of these T&C's or the documents they incorporate by reference, or any additional T&C's that apply to the products or services you use. This protection also covers your violation of any law or rights of an outside party, and your use or misuse of the Website, the Program or any Content.

You acknowledge that we own the Website

The Content is the property of us and/or our various Third Party service providers and/or licensors, and the copyright laws of Canada and other countries protect them.

No one may copy, license, republish, distribute, display, sell, transfer, or modify any Content without the express written permission of the applicable Third Party service provider or licensor or us.

Our related trademarks, design marks and any other identifying marks displayed on the Website are our exclusive property. Other trademarks, design marks and any other identifying marks on the Website are trademarks of their respective owners.

Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any trademarks, except with the express written permission of us or such other party that owns the applicable trademarks, design marks and any other identifying marks.

You allow us to change the Program, Website and T&C's

You agree that from time to time we may remove the Program or portions thereof for indefinite periods of time or cancel the Program, in whole or in part at any time, without notice to you. You expressly agree that your use of, or inability to use, the Program is at your sole risk.

Occasionally information on the Website or in the Program may contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, and availability. If any information in the Program or on the

Website is inaccurate at any time, we may, without prior notice, even after you have submitted your order and/or your credit card or debit card;

- a. Correct any errors, inaccuracies or omissions;
- b. Change or update information; and/or
- c. Refuse or cancel your Account, Stored Value, Ride Period, or any order placed.

We have no obligation to update, amend or clarify information in the Program or on the Website, including without limitation, pricing information, except as required by law. You must not take any specified update or refresh date applied in the Program or on the Website to indicate that we have modified or updated all information in the Program or on the Website.

In the future, we may offer new services and/or features through the Website, including the release of new tools and resources. Such new features and/or services will also be subject to these T&C's and any additional T&C's we place on such new features and/or services.

We retain the right, in our sole and absolute discretion, to terminate or modify any of these T&C's and/or any other aspect of the Program. We may do this at any time, and without further notice or liability to Fare Cardholders, or any other person. If we do this, we shall post any amended T&C's on the Website. As permitted by applicable law, any amendment will become effective at the time we post the amended T&C's on the Website with an indication at the bottom of these T&C's of the date we last revised the T&C's or as we otherwise state in any notice we choose to provide to you. It is your responsibility to check the Website periodically for changes. Use of your Fare Card, Account, Stored Value or Ride Period after the effective date of any change will indicate your acceptance of the change.

You use the Program and Website at your own risk

We do not guarantee

We do not guarantee, represent or warrant that:

- a. Your use of the Website, Program or the Content contained in the Website will be uninterrupted, complete, valid, suitable, timely, secure or error-free or meet your expectations or requirements in any way;

- b. The results that may be obtained from the use of the Program will be accurate, beneficial or reliable; and
- c. We will correct any defects in the Program or the Content or that the Website or the servers that make it available are free of viruses or other harmful components. We are not liable for any inability to access the Website, your inability to conduct transactions due to unavailable or unreliable telecommunications, networks, or internet service providers, incompatible or malfunctioning equipment, or software you use for such access or otherwise.

To the extent permitted by applicable law, the Website, the Program, any Content therein, and all information, products and service delivered to you through the Program and Website are (except as expressly stated by us) provided on an “as is” and “as available” basis for your use. They are also provided without any representation, warranties or conditions of any kind, either express or implied, statutory or otherwise including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, non-infringement or those arising out of course of dealing or usage of trade, are hereby disclaimed to the full extent permitted by law. You are solely responsible for any resulting damage to your computer system or loss of data because of your use of the Website, the Program or the Content.

We are not responsible for any loss

The Releasees shall not be responsible or liable for any injury, claim, delay, damage, loss, expense or inconvenience or any direct, indirect, incidental, exemplary, punitive, special, or consequential damages of any kind. This includes, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages whether based on contract, tort (including negligence), strict liability or otherwise. This includes claims from you or any other person arising from use of the Website, the Program, any Content therein, or any products procured using the Program, or for any other claims related in any way to your use of the Website, the Program any Content therein or any products, including without limitation:

- a. If the Program does not work as expected for any reason, including any delay or failure in the processing of any transaction;
- b. If we do not receive a notice from you or your instructions for any reason, or if we delay or fail to act on your instructions, for any reason;
- c. If we do not process a transaction when your Fare Card has insufficient funds or if your Account has been suspended or terminated;

- d. If there has been any failure or delay in providing a message to you, or if we give a message to a person other than you or not accessed by you;
- e. Your use or inability to use the Website, the Program or the Content and/or products thereon, or any Website to which you hyperlink from the Website;
- f. Any Third Party claims that the use by you of the Website, the Program or Content and/or products thereon violates any Third Party intellectual property right or privacy right; or
- g. Any failure or performance of the Website, the Program or the Content and/or products thereon. This includes, without limitation, whether related to any error, omission, interruption, defect, delay in operation, or transmission of computer virus or line failure. It also includes claims based in contract, negligence, strict liability, fundamental breach, or failure of essential purposes or otherwise, whether or not we had any knowledge, constructive or actual, that you might incur such damages. Without limiting the foregoing and for greater certainty, you agree that the Releasees will not be responsible or liable for any other delay, damage, loss, expense or inconvenience you or any other person may incur for any reason whatsoever.

You acknowledge and agree that we are providing to you, via the Fare Card, Stored Value, and/or Ride Period, a method of payment only for travel on the transit system operated by us. The Releasees shall have no liability to you whatsoever in connection with any delay, damage, injury, loss, expense or inconvenience you or any other person may incur in connection with travel on our transit vehicles or while on our premises.

If some jurisdictions do not allow the exclusion or the limitation of implied warranties, or conditions or the exclusion or limitation of certain damages, in such jurisdictions, then our liability shall be limited to the maximum extent permitted by applicable law.

We may provide you with access to third-party tools which we do not monitor and over which we have no control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the T&C's under which the relevant third-party providers provide them.

Certain Content, products and services available via our Program may include materials from third parties.

Third-party links on the Website may direct you to third-party Websites with which we do not affiliate and which we do not maintain. We do not have any control over third-party links, nor are we responsible for examining or evaluating the Content or accuracy and we do not warrant and shall have no liability or responsibility for any third-party materials or Websites, or for any other materials, products, or services of third parties. Your access and use of third-party Websites, including any information, materials, products and services, is entirely at your own risk and discretion.

We are not liable for any direct, indirect, incidental, exemplary, punitive, consequential, or other losses, harm, or damages of any kind whatsoever related to the access to, purchase of, or use of, goods, services, resources, Content, or any other transactions made in connection with any third-party Websites. This disclaimer also applies to information or reliance on any such goods, services, resources, contact or other transactions. You understand and agree that the Website's privacy statement is applicable only while you are using the Website and our Program. Once you are linked to a third-party Website, please review carefully the third-party's T&C's of use, privacy statement, policies, and practices and make sure that you understand them before you engage in any transaction or provide any information. You should direct any complaints, claims, concerns, or questions regarding third-party products directly to the Third Party.

We only participate in permitted jurisdictions

We make the Program available only in jurisdictions where we may legally offer it. The information on the Website is not an offer or solicitation to anyone in any jurisdiction in which we cannot legally make such an offer or in which we cannot legally make such an offer to such a person.

General

Assignment: We may assign these T&C's at any time without further consent or notice. You shall not assign, convey, subcontract or delegate the obligations or benefits of these T&C's to any other party.

Severability: The invalidity of any provision of these terms will not affect any other provision of these T&C's, which will remain in full force and effect.

Language: It is the express wish of the parties that they drew up and executed these T&C's and any related documents in English.

Governing Law: The laws of the Province of Alberta will govern these T&C's, your use of the Website and any separate agreement whereby we provide the Program. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province Alberta, in relation to all disputes arising from or related to these T&C's, your use of the Website and/or Program and any related matters.

Termination: The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of these T&C's for all purposes.

These T&C's are effective unless and until terminated by either you or us. You may terminate these T&C's at any time by notifying us at the contact information set out above that you no longer wish to use our Program, or when you cease using the Website.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these T&C's, we may terminate these T&C's, with or without cause, at any time without notice and you shall remain liable for all amounts due up to and including the date of termination. Alternatively, we may deny you access to our Program (or any part thereof).

No waiver: No waiver of any breach of these T&C's will operate as a waiver of any subsequent breach or the breach of any other provision of these T&C's. No one waives any provision of these T&C's, or excuses any breach, unless such waiver or the consent excusing the breach is in writing and signed by us. We reserve the right to waive any portion of these T&C's at any time in our sole and absolute discretion, without such waiver constituting a continuing waiver.

Entire Agreement: These T&C's and any policies or operating rules posted by us on the Website or in respect of the Program constitute the entire agreement and understanding between you and us. They govern your use of the Website and the Program, and supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the T&C's). You shall not construe any ambiguities in the interpretation of these T&C's against the drafting party.

Independent Contractor: We shall perform our obligations under these T&C's as an independent contractor. You shall not construe anything herein to place you or us in a relationship of principal and agent, partners or joint ventures, and neither you nor we shall have the power to obligate or bind the other in any manner whatsoever.

Successors and Assigns: These T&C's are binding upon you, your heirs, executors, beneficiaries, successors and assigns.

Headings: These headings used in these T&C's are included for convenience only and will not limit or otherwise affect these T&C's.

Effective Date of these T&C's: September 1, 2023.