

VENTRA
GROUP SALES PROGRAM

DEFINITIONS

Active Card means a Ventra Card held by an Active Participant.

Active Participant means a Participant designated by the Organization as eligible to participate in the Ventra Group Sales Program by Organization's addition of that Participant's information to the Organization's Reload List.

Application means the Organization's application to participate in the Ventra Group Sales Program.

Business Day means a weekday on which banks are open for business in Illinois, excluding a Saturday, Sunday, or Illinois or federal public holiday.

CTA means the Chicago Transit Authority, a political subdivision of the State of Illinois. CTA also includes any CTA contractors and subcontractors to the extent they are operating CTA's Ventra System.

CTA/Pace Service Area refers to areas in which public transportation services are provided by CTA or Pace.

CTA Program Manager means the point of contact for CTA for the Ventra Group Sales Program as provided on the Ventra Group Sales website.

Load/Loading is the function of adding a Ventra Product to an Active Participant's Ventra Transit Account. CTA performs this function.

Open Standards Fare System (OSFS) Fare Media means any form of payment authorized to be used on the Ventra System.

Organization is the entity identified in the Application. The Organization must be authorized to operate for a particular purpose by the required governing authority. Organizations may be a for-profit or non-profit entity.

Organization's Funding Account is the Organization's bank account indicated in Organization's Application from which the cost of Organization Reloads are to be withdrawn. Organization may also use a credit card to reload transit value.

Pace is the public transportation system that serves the suburbs of Chicago through fixed bus routes, vanpools, and Dial-a-Ride programs.

Participants are affiliated with the Organization, either as members or clients. A Participant may be eligible to be an Active Participant.

Program Reload means the transit value loaded onto Active Participants' Ventra Products (pursuant to the Ventra User Agreement) by the Organization via the Ventra Direct Load Program.

Reload List is a list completed and maintained by the Organization in computer file format specified by CTA containing Active Participants' information specified by CTA.

Stored-Value is cash value accessed through a Transit Account that may be used as payment for public transit provided by Transit Operators.

Transit Account is an account that is associated to a Ventra Card through which Active Participants can manage their Ventra Products (available for transit value pursuant to the Ventra User Agreement), personal information, and notification preferences. Organizations may also obtain a Transit Account for bulk purchases of Ventra Cards.

Transit Operator means one of the various public transportation agencies in the CTA/Pace Service Area that operates public transport through which Program Reloads can be delivered to Active Participants' Ventra Transit Accounts.

Ventra Card is the form of Fare Media that can be associated with a Transit Account onto which Ventra Products (available for transit value pursuant to the Ventra User Agreement) can be loaded.

Ventra Direct Load Program means the bulk ordering, and loading, of Ventra Products (available for transit value pursuant to the Ventra User Agreement) to Active Participants' Transit Accounts through the order process of the Group Sales Program.

Ventra Group Sales Website means the website through which the Ventra Group Sales Program is administered.

Ventra Products means Transit Stored-Value, Periodic Passes, and data associated with a Ventra Transit Account that represents any other rights to use transit services that form part of the Ventra System.

Ventra Program means a unified fare collection and transfer system serving the people who use the CTA and Pace public transportation systems.

Ventra System means the open-loop, centralized, automated fare collection system using various forms of OSFS Fare Media, including the Ventra Card, as the transit fare payment media for the CTA and Pace public transportation systems.

Ventra User Agreement means the user terms and conditions of the *Ventra Program* set out on the Ventra Website.

Ventra Website means the website through which the Ventra System is administered.

VENTRA GROUP SALES PROGRAM
TERMS AND CONDITIONS

CTA has established the Ventra Group Sales Program (“Program”) which will be available to an Organization on completion by the Organization of the Ventra Group Sales Program Application and approval by CTA of such Application. The Ventra Group Sales Program will only be administered by CTA with all Organizations wanting to participate in the Ventra Direct Load Program. All participating Organizations will be required to participate pursuant to the Terms and Conditions set forth herein and the Ventra User Agreement (both as established and modified by CTA from time to time). Under the Ventra Group Sales Program, funds are only permitted to be added as Ventra Products and will not be usable to purchase anything other than public transit provided by Transit Operators nor will such funds be permitted to be transferred out of a Transit Account.

Organization agrees to the following as a condition to and in consideration for participation in the Ventra Group Sales Program:

- A. **Active Participant Reload List.** Organization will upload an electronic order file (the Reload List) to the Ventra Group Sales Website in the format required by CTA.
- B. **Organization’s Funding Account.** Organization will provide CTA access to the Organization’s Funding Account or credit card from which to withdraw funds to fund transit value to be loaded to the Active Participant’s Transit Accounts. Organization will ensure that on any given day, the Organization’s Funding Account contains enough money to cover the cost of all the transactions of the Active Participants named on the Reload List.
- C. **Active Participants.** Organization will offer all appropriate Ventra Products (available for transit value pursuant to the Ventra User Agreement) and services to Active Participants.
- D. **Ventra Products.** Organization shall inform Active Participants of all Ventra Products (available for transit value pursuant to the Ventra User Agreement) that will be available to Active Participants in the Program. Each Organization shall make the final decision, at the Organization’s sole discretion, regarding which of such products and services are elected for the Active Participant. Organizations shall make the sole and final determination as to which products and services it makes available to its Active Participants.
- E. **Ventra User Agreement.** Organization will ensure that all Active Participants are made aware of the Ventra User Agreement on the Ventra Website and that Active Participants are notified of their responsibility to comply with the current version of the Ventra User Agreement. All Active Participants of Organization shall be customers of CTA and shall be subject to the Ventra User Agreement.
- F. **Ordering of Ventra Cards.** Organization may order Ventra Cards for distribution to Active Participants pursuant to the procedures provided on the Ventra Website or otherwise as instructed by CTA. The cost of such Ventra Cards as described herein shall not include the cost of any Ventra Products. The Organization shall be responsible for registering such cards and no credit of Transit Stored-Value (otherwise available to the general public in connection with registration of a new Ventra Card pursuant to the Ventra User Agreement) or other Ventra Products shall be available in connection with registration of any such cards.

G. Funding of Active Participants' Ventra Cards

CTA will withdraw all amounts owed as described in the preceding paragraph either through ACH transfer, from Organization's Funding Account prior to any value or pass reloads. For ACH transfer payments, transit value will be available for Active Participants' use within seven (7) Business Days of the payment. For payments made by credit card, transit value will be available for Active Participants' use immediately after successful completion of the credit card transaction.

- H. **Right to Terminate.** Organization acknowledges and agrees that CTA may terminate Organization's participation in the Ventra Group Sales Program at any time, and without cause, on providing thirty (30) calendar days advance written Notice. Organization may terminate its participation in the Ventra Group Sales Program at any time on providing thirty (30) calendar days advance written Notice.
- I. **Indemnification.** Organization shall defend, indemnify and hold harmless CTA, its officers, directors, employees, contractors, subcontractors and agents from and against any third party claims, suits, demands, actions, judgments, awards, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of relating to damages or causes of action arising out of its performance, failure to perform, or failure to comply with its obligations under these Terms and Conditions and the Ventra Group Sales Program.
- J. **No Assignment.** Organization shall notify CTA of any assignment of its approved Application and any rights to participate in the Ventra Program; provided that any such assignment shall become effective following completion of an Application by the assignee and approval thereof by CTA.

VENTRA GROUP SALES PROGRAM
PROGRAM DESCRIPTION

- A. **Organization Reload List.** CTA will accept and process the Reload List and retrieve the electronic funds provided by Organization in accordance with the requirements of these Terms and Conditions. Organization is responsible for the accuracy of all information, including customer information, on the Reload List.
- B. **Review of Reload List.** Upon receiving the Reload List, CTA will electronically review it in accordance with its order file validation process to determine if any information on the list is non-conforming (bad information). CTA will also review the list to determine if any of the reloads for an Active Participant on the Reload List, when added to the value of Ventra Products on such Active Participant's Ventra Card, will be above the maximum amount allowable under the Ventra User Agreement, and if so, such Active Participants shall be rejected from the Reload List and will no longer be Active Participants and no reloads can be funded for such Active Participants. If any non-conforming information is detected, it will be removed from the list and Organization will be notified of the details of those items that were removed in a format and frequency established by CTA. CTA's file validation process is available on the Ventra Group Sales Website.
- C. **Load of Ventra Products.** CTA will Load the Ventra Products into the Transit Account of each Active Participant only following Organization's upload of the Reload List subject to the requirements of the Terms and Conditions. The timing of the Loading of Ventra Products shall be as set forth on the Ventra Group Sales Website.
- D. **Customer Information.** CTA shall keep confidential the customer information of Active Participants in accordance with CTA's Ventra User Agreement.
- E. **Confidential Information.** The term "**Confidential Information**" means any and all nonpublic information, communicated by or on behalf of Organization to CTA in writing or electronic format, provided that: (x) such information is proprietary to Organization, and (y) such information is conspicuously marked "confidential" and is disclosed separately from (and not a part of) any other information disclosed or otherwise delivered to CTA. CTA agrees that it will (a) refrain from using the Confidential Information of Organization except to the extent necessary and appropriate to perform its obligations, or exercise its rights, under the Ventra Group Sales Program, (b) except for Permitted Disclosures as described below, refrain from disclosing any Confidential Information of Organization, and (c) take reasonable security precautions to keep confidential the Confidential Information of Organization. "Permitted Disclosures" include the following:
1. Disclosure to CTA's contractors to the extent that such disclosure is reasonably necessary for the applicable contractor to perform its obligations to CTA.
 2. Disclosure required by and in accordance with a judicial or other governmental order. CTA shall use commercially reasonable efforts to advise Organization at the time of such disclosure.
 3. Disclosure of any Organization Confidential Information that CTA is required to release and/or disclose under the Illinois Freedom of Information Act or other applicable law, as reasonably determined by CTA. CTA shall use commercially reasonable efforts to advise Employer at the time of such disclosure.