

VENTRA
GROUP TICKET SALES PROGRAM

DEFINITIONS

The following are definitions for the terms as used with respect to the Ventra Group Ticket Sales Program.

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

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in Organization's Application from which the cost of Organization purchase of disposable Ventra Tickets will be withdrawn.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, clients or affiliates.

Transit Operator means one of the various public transportation agencies in the CTA/Pace Service Area that operates public transport.

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

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 Ticket is the form of OSFS Fare Media that can be purchased through the Ventra Group Ticket Sales Program. Ventra tickets come in the following forms:

1. Single Ride Ticket – Valid for one way travel plus two transfers within two hours of the first tap of the ticket on the bus or rail system.
2. 1-Day Pass – Valid for 24 hours of unlimited riding from the first tap of the ticket on the system.
3. 3-Day Pass – Valid for 72 hours of unlimited riding from the first tap of the ticket on the system.
4. 7-Day Pass – Valid for 168 hours of unlimited riding from the first tap of the ticket on the system.

Ventra User Agreement means the user terms and conditions of the *Ventra Program* set out on the Ventra Website, including these Ventra Group Ticket Sales Program Terms and Conditions.

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

VENTRA GROUP TICKET SALES PROGRAM
TERMS AND CONDITIONS

CTA has established the Ventra Group Ticket Sales Program (“Program”) through which Organizations may purchase bulk orders of disposable Ventra Tickets for its Participants in accordance with the terms and conditions set forth herein. To participate in the Program, Organizations must complete and submit the Ventra Group Sales Program Application provided on the Ventra Website which is subject to the approval of CTA. All participating Organizations will be required to comply with the Terms and Conditions set forth herein as well as the Ventra User Agreement (both as established and modified by CTA from time to time).

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

- A. **Ventra Ticket Order.** Organization will submit an Online Ticket Order Form 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 for Ventra Ticket Orders placed by Organization. Organization will ensure that on any given day, the Organization’s Funding Account or credit card contains sufficient balance to cover the cost of all the orders submitted to the Ventra Group Sales Website.
- C. **Ventra User Agreement.** Organization will ensure that all Participants are made aware of the Ventra User Agreement on the Ventra Website and that Participants are notified of their responsibility to comply with the current version of the Ventra User Agreement. All Participants of Organization shall be customers of CTA and shall be subject to the Ventra User Agreement.
- D. **Ordering of Ventra Tickets.** Organization may order Ventra Tickets for distribution to Active Participants pursuant to the procedures provided on the Ventra Website or otherwise as instructed by CTA. Organization may also place Ventra Ticket orders for subsequent distribution to Participants. Ventra Tickets Ordered through the Program are solely for the distribution and use by Organization Participants for Organization related purposes. Improper distribution or use of the Ventra Tickets ordered through the Program is a violation of these Terms and Conditions and subject to termination or suspension from the Program.
- E. **Customer Information.** CTA shall keep confidential the customer information of Participants in accordance with CTA’s Ventra User Agreement.
- F. **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 Ticket 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 Organization at the time of such disclosure.

- G. **Right to Terminate.** Organization acknowledges and agrees that CTA may terminate Organization's participation in the Ventra Group Ticket 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. Notwithstanding the foregoing, CTA reserves the right to immediately terminate or suspend Organization's participation in the Program and/or deactivate Ventra Tickets purchased by Organization for improper distribution or use of Ventra Tickets ordered through the Program, failure to pay or declined or fraudulent payment.
- H. **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.
- I. **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.