Ventra Program – User Agreement

This User Agreement is provided to you to assist you in using Ventra. For Ventra Pre-Paid MasterCard use, please visit www.ventrachicago.com or call 1.877.NOW.VENTRA (1.877.669.8368).

These terms and conditions, in addition to any applicable order forms and supplemental information, constitute your Agreement ("Agreement"). Your use of Ventra will constitute acceptance of these terms and conditions. Failure to comply with this Agreement may result in termination of a Ventra Account. Please read this Agreement carefully.

For information regarding fare policies of participating Ventra transit agencies, visit their websites. Transit fares are subject to change in accordance with participating transit agency fare policies.

Transit Agency	Website
Chicago Transit Authority (CTA)	www.transitchicago.com
Pace Suburban Bus Service (Pace)	www.pacebus.com
Metra	www.metrarail.com

You can contact Ventra Customer Service:

- At www.ventrachicago.com
- By calling 1.877.NOW.VENTRA (1.877.669.8368) (TTY: 1-888-CTA-TTY1 (1-888-282-8891))
- By visiting the Ventra Customer Service Center at 567 W. Lake Street, 2nd Floor, Chicago IL 60661
- 1. VENTRA TRANSIT ACCOUNTS
- 2. VENTRA FARE PAYMENT
- 3. VENTRA WEBSITE AND VENTRA MOBILE APPLICATION
- 4. OVERPAYMENTS AND REFUNDS
- 5. LOST, STOLEN OR DAMAGED VENTRA CARDS, LINKED CONTACTLESS CREDIT OR DEBIT BANK CARDS OR MOBILE DEVICES
- 6. TRANSIT BENEFIT FARE PROGRAM PARTICIPANTS
- 7. SPECIAL FARE PROGRAMS
- 8. CONTACTLESS CREDIT AND DEBIT BANK CARDS AND MOBILE DEVICES LINKED TO A VENTRA TRANSIT ACCOUNT
- 9. VENTRA TICKETS
- **10. OTHER TERMS**

1. VENTRA TRANSIT ACCOUNTS

An unregistered Ventra Transit Account is automatically set up when you purchase a Ventra Card or when you purchase Transit Value or passes using your contactless credit or debit bank card or mobile device. If a contactless credit or debit bank card or mobile device is used, the Ventra Transit Account will automatically be linked to that card or mobile device. The Ventra Card, contactless credit or debit bank card or mobile device may then be used for travel and will automatically access the value in the unregistered Ventra Transit Account to pay fares. If you use a contactless credit or debit bank card or mobile device without first purchasing a transit pass or value, you will be charged a Pay-As-You-Go (PAYG) fare.

Unregistered Ventra Transit Accounts

If a Ventra Transit Account is not registered, you forfeit balance protection in the event of a lost, stolen, or damaged card or mobile device. Unregistered Ventra Transit Accounts are not eligible for AutoLoad and may not be loaded with transit benefit program funds.

Account Registration

Registering a Ventra Transit Account will protect the value in your account in the event that your card or mobile device is lost, damaged, or stolen. Registration can be accomplished by going online to www.ventrachicago.com, by calling Ventra Customer Service at 1.877.NOW.VENTRA (1.877.669.8368), or by visiting the Ventra Customer Service Center. Registration is required for Ventra Cards ordered via the website or Ventra Customer Service.

Ventra Transit Account registration including current contact information is mandatory for RTA-administered special fare programs, U-Pass, other special fare programs, and to participate in your employer's transit benefit program. Failure to maintain current contact information may result in temporary suspension of a Ventra Transit Account. Visit participating transit agency websites for more information about these programs.

The following information is required for registration:

- Name
- Address
- Card number and Expiration Date
- Email address
- Date of birth
- Contact phone number

Dormancy Fee

If a Ventra Transit Account has been inactive for 18 continuous months (it has not been used for transit or reloaded), a dormancy fee of \$5 per month will be charged against the account until the balance is reduced to zero. Before the dormancy fee begins to be deducted, any unused pass products in the account will first be converted to the amount initially paid for that pass. You can stop the monthly deduction of the dormancy fee at any time with a single use of the account for transit or by adding value to your account. If you have registered your Ventra

Transit Account and provided contact information, you will be sent a warning notice at 15 months of inactivity to inform you that a dormancy fee will soon be charged if your account remains inactive.

If the value in your Ventra Transit Account is less than the dormancy fee, the remaining value in your account will be reduced to zero.

2. VENTRA FARE PAYMENT

To ensure proper functioning of the Ventra system, remove your payment card from your wallet or purse before paying your fare. Touch only the card or device you wish to use to the Ventra Reader when you pay a fare on buses or at CTA "L" station turnstiles and gates. Participating transit agencies are not responsible if your fare is charged to a card or through a mobile device that you did not intend to use, due to your failure to properly adhere to these terms and conditions or other posted instructions.

To pay a fare on CTA or Pace using Ventra, you must use a Ventra Transit Account loaded with Transit Value, Transit Benefit Value, or a pass; a contactless credit or debit card or mobile wallet; or use a Ventra Ticket. To pay a fare on Metra using Ventra, you must use the Ventra Mobile Application.

If you use a contactless credit or debit bank card or mobile wallet and do not have sufficient Transit Value or a pass in an associated Ventra Transit Account, you will be charged a "Pay-As-You-Go" (PAYG) fare, which will be charged to your credit or debit bank card or an account linked to your mobile wallet each time you tap. You will not be eligible for transfers.

You may only use one method to pay a fare at a Ventra reader. For example, if you have 50 cents in your Ventra account, you cannot make up the difference with cash or another form of payment such as another Ventra Card. Instead, the entire fare due must come from one payment source.

The minimum balance in a Ventra Transit Account required to travel on CTA or Pace is the cost of a single trip.

The maximum allowed Ventra Transit Account balance is \$300, including both Transit Value and Transit Benefit Value.

Transit Value from different Ventra Transit Accounts may not be combined to pay fares.

Customers using Transit Value may transfer within and between participating transit agency systems according to the agencies' fare policies. Visit the participating transit agencies' websites for more information.

A Ventra Transit Account can contain up to three passes at one time. New passes will not be activated until the pass you are currently using expires.

A fare is deducted from the first payment method present in a Ventra Transit Account in the following order:

- 1. Shorter duration joint CTA-Pace passes that are valid on both transit agencies
- 2. Longer duration joint CTA-Pace passes that are valid on both transit agencies
- 3. Shorter duration agency-specific passes that are valid on just one participating transit agency
- 4. Longer duration agency-specific passes that are valid on just one participating transit agency
- 5. Transit Benefit Value
- 6. Transit Value

If a ride is eligible for a transfer fare, it will be automatically calculated and deducted from a Ventra Transit Account when a Ventra fare reader is tapped while transferring.

You may use your Ventra Transit Account linked card or mobile wallet to pay for you and up to six (6) additional people riding with you on CTA or Pace. Your Ventra Transit Account will be charged for each of these additional riders. Additional riders may not travel on your transit pass or with your transit benefit funds. Fares and any transfers for additional riders must be paid from Transit Value in your Ventra Transit Account or on a PAYG basis.

Please check <u>www.metrarail.com</u> with respect to Metra Fare payment.

Ventra Cards

There is a non-refundable \$5 fee for a Ventra Card. However, the cost of your Ventra Card will be credited to your Ventra Transit Account as Transit Value if you register your account within 90 days of purchasing your Ventra Card.

- Ventra Cards must be replaced before their printed expiration dates. If you have registered your Ventra Transit Account and provided an email address, Ventra will send you an e-mail prior to your card's expiration date to inform you that your card will be expiring and to confirm your mailing address. Ventra will replace your expiring card at no cost to you. A new card will be sent automatically to the address you have registered to your account. If you have not registered your Ventra Transit Account, you will be required to get a new replacement Ventra Card and pay the replacement card fee.
- Users must present their Ventra Card for inspection by authorized representatives of participating transit agencies' security, or law enforcement personnel upon request.

<u>Blocked Ventra Transit Accounts, Ventra Cards, Credit and Debit Bank Cards, and Mobile</u> Devices

In certain circumstances as described below, your Ventra Transit Account, Ventra Card, contactless credit or debit bank card, or mobile wallet may be blocked from use on Ventra or placed on hold.

The card or mobile device linked to your Ventra Transit Account will be blocked under the following circumstances:

- Permanent block
 - Card reported lost or stolen

- Card reported damaged
- Ventra Transit Account closed
- Repeated funding source denial after AutoLoad value has been loaded
- Documented safety risk to the transit system and/or customers
- Fraud

Temporary block

- Ventra Transit Account payment source is denied after Autoload value has been loaded to the account and used
- o A Special Fare Program issued Ventra Card is determined to have been misused
- An excessively used Special Fare Program-issued Ventra Card when the registered card holder does not verify its proper use upon request

If a payment source is not authorized for use by the financial institution when Ventra submits the charge, a block will be placed on that card or device.

A temporary block can be removed by calling Ventra Customer Service after you have resolved any issues with your credit or debit bank card or other payment source, or by contacting CTA after you have resolved any special fare program-related issues.

Multiple denials of a funding source could result in a disallowance of your ability to use that funding source.

Conviction for a crime committed on CTA, or posing a threat to the safety of others on CTA, while using a Special Fare Program Ventra Card may result in loss of riding privileges and/or a permanent revocation of that Special Fare Program free or reduced fare riding privilege.

3. VENTRA WEBSITE AND VENTRA MOBILE APPLICATION

Registration is not required to use the Ventra website or Ventra Mobile Application. However, anonymous users will not be able to add Transit Value to a Ventra Transit Account or purchase passes. Ventra users with a registered Ventra Transit Account will be able to fully utilize the services available with the Ventra website and Ventra Mobile Application.

Additional terms and conditions for using the Ventra Mobile Application are incorporated herein and can be found at https://www.ventrachicago.com/mobile/mobile-app-terms/.

Additional terms and conditions for purchasing Metra mobile tickets and riding on Metra are incorporated herein and can be found at www.metrarail.com.

The Ventra Mobile Application is available free of charge at the Apple iTunes Store and Google Play Store.

4. OVERPAYMENTS AND REFUNDS

Overpayments at Ventra Vending Machines

Ventra vending machines do not provide change. If you purchase a pass at a Ventra vending machine using cash and do not have the exact cost of the pass, the overpayment will be applied to your Ventra Transit Account as Transit Value.

<u>Account Refunds</u> are <u>not</u> provided except in the following situations:

- Registered account holders who are unable to deplete their Ventra Transit Account due
 to an unplanned move or relocation out of the State of Illinois may request a refund of
 remaining Transit Value on a registered Ventra card with a minimum balance of \$10,
 which will be mailed to their new address. Account holders must submit the Out-of-State
 Refund Request along with supporting documentation to officially close their account
 and receive a refund of pending Transit Value and/or passes.
- A duly-authorized representative of an estate may request a refund of remaining Transit Value on a recently deceased account holder's registered Ventra Card. Representatives must submit the Refund Request, along with supporting documentation, to close the account and receive a refund.

See the Ventra Ticket section for information regarding overpayment for Ventra Tickets.

Any request for an Account adjustment due to improper functioning Ventra equipment must be received by the Ventra Customer Call Center within four (4) calendar days from the alleged event.

Refunds for Metra fares will be governed by the fare policies found at www.metrarail.com. Metra refunds are only available only through Metra by contacting Revenue Accounting (312) 542-8398.

5. LOST, STOLEN, OR DAMAGED VENTRA CARDS, LINKED CONTACTLESS CREDIT OR DEBIT BANK CARDS OR MOBILE DEVICES

Visit www.ventrachicago.com or call 1.877.NOW.VENTRA (1.877.669.8368) immediately to report your card or mobile device as lost, stolen, or damaged. If you have registered your Ventra Transit Account, the balance in your Ventra Transit Account is protected after you report the loss or damage to Ventra.

Lost, Stolen, or Damaged Ventra Cards

If your Ventra Card is lost, stolen, or damaged, you must notify Ventra by going to www.ventrachicago.com and submitting a customer service request, by calling 1.877.NOW.VENTRA (1.877.669.8368), or by visiting the Ventra Customer Service Center. Please bring a photo I.D. with you for this transaction.

• Once you notify Ventra that your card is lost, stolen, or damaged, your Ventra Card will be blocked from use. (See the Blocked Ventra Accounts and Cards section.) Once your card is blocked, it may not be reactivated or used again. If your card has been deactivated, you must obtain a replacement card. Your Ventra Transit Account will be charged for rides taken until you notify Ventra that your card is lost, stolen, or damaged. See the Overpayment and Refunds section for more details.

- If you have registered your account and provide your Account Access Code, your new card will be linked to your Ventra Transit Account and will access your Ventra Transit Account balance.
- Ventra will mail replacement cards within 5-7 business days of your notice to Ventra that your Ventra Card was lost, stolen or damaged. It is your responsibility to provide a current mailing address. If you do not receive your replacement card within seven business days after you reported it lost, stolen or damaged, contact Ventra Customer Service by calling 1.877.NOW.VENTRA (1.877.669.8368) or in person at the Ventra Customer Service Center. **Defective Ventra Cards**

A Ventra Card is considered defective if a Ventra fare reader is unable to read the card and the card has not yet been activated (i.e., used for the first time). If you receive a defective Ventra Card, contact Ventra Customer Service by calling 1.877.NOW.VENTRA (1.877.669.8368) or in person at the Ventra Customer Service Center. If a Ventra Card is found to be defective, it will be replaced at no cost, provided that the defect(s) were not caused by customer misuse or improper handling.

Once you notify Ventra that your card or mobile device is lost, stolen, or damaged, Ventra will unlink that card or mobile device from your Transit Account. After the card or mobile device is unlinked, it can no longer access your Ventra Transit Account or be used for travel. You must contact Ventra Customer Service by calling 1.877.NOW.VENTRA (1.877.669.8368), or visiting the Ventra Customer Service Center, and provide the Account Access Code for your account to link a new card or mobile device to the account in order to use any remaining Transit Value or passes in the account. Your Ventra Transit Account will be charged for rides taken until Ventra is notified that a linked card or mobile device is lost, stolen, or damaged. Registered account holders will not be responsible for unauthorized use of a lost or stolen card or mobile device after reporting the loss to Ventra.

You are responsible for notifying your credit or debit bank card provider regarding lost or stolen cards, and your mobile provider regarding lost or stolen mobile devices.

6. TRANSIT BENEFIT FARE PROGRAM PARTICIPANTS

Ventra allows you to purchase transit products with subsidized or pre-tax funds as allowed by Section 132 of the Internal Revenue Code. These funds can be added to your Ventra Transit Account as Transit Benefit Value or as passes identified as being paid for using transit benefits. This is required in order to ensure the funds are kept separate from other funds you may load into your Ventra Transit Account.

The terms in this section apply to customers who elect to have pre-tax dollars from their paychecks loaded into their Ventra Transit Accounts by their employers as part of their employer's transit benefit program.

The participating transit agencies disclaim any responsibility for your employer's or third party administrator's failure to load transit benefit program dollars to your account in a timely and consistent manner.

When Transit Benefit Value is loaded into your Ventra Transit Account, you can use that value

to purchase transit passes, or you may travel and have an individual fare deducted from your Transit Benefit Value. Your Ventra Transit Account's maximum Transit Value balance limit is \$300 (combined limit of Transit Value and Transit Benefit Value). You cannot load additional Transit Benefit Value once your account balance reaches \$300. Any Ventra Transit Account load that would cause your balance to exceed \$300 will be refused in its entirety.

Your participation in your employer's transit benefit program and your use of transit benefit program dollars is subject to certain laws, rules, and regulations including Section 132 of the Internal Revenue Code (32 U.S.C. § 132). The participating transit agencies disclaim any and all liability for the failure of you or your employer to follow any and all laws, rules or regulations that govern your transit benefit program dollars and/or your employer's transit benefit program. Your pre-tax payroll funds may only be used to pay for rides you take to and from work and work-related purposes. Ventra reserves the right to suspend your account for misuse of transit benefit program funds or to take any other appropriate action.

You may only discontinue participation in a transit benefit program through your employer. If there is remaining value in your Ventra Transit Account, it will continue to be available to you for transit.

Unused Transit Benefit Value will be treated like unused Transit Value. Dormancy fees will be assessed if and when applicable as described in the <u>Dormancy Fee section</u>.

Ventra and the participating transit agencies cannot issue refunds of transit benefit program pretax dollars.

It is your responsibility to apply for a refund from your employer or your employer's third party administrator in accordance with your employer's policy and applicable law.

7. SPECIAL FARE PROGRAMS

A Ventra Card is required for Special Fare Programs that provide the cardholder free or reduced riding privileges. See the participating transit agencies' websites or www.rtachicago.com for information regarding qualifying for a Special Fare Program. Special Fare Programs used with Metra tickets will require additional verification.

All Special Fare Program participants must adhere to the following rules unless otherwise stated in these Terms and Conditions:

- Special Fare Program fares are restricted to the eligible person whose name and photograph appear on the Special Fare Program Ventra Card.
- Special Fare Program participants must register their account via <u>www.ventrachicago.com</u> and maintain their current address with Ventra.
- The printed information on a Special Fare Program Ventra Card, including card number, participant photo and name, must remain clear and readable.

 A person may not have a Special Fare Program Ventra Card issued under more than one Special Fare Program, with the exception of Regional Transportation Authority (RTA) Paratransit Cards.

Violation of any of the above rules may result in confiscation of the Special Fare Program Ventra Card and/or suspension of the cardholder's privileges under a Special Fare Program.

1. RTA-Issued Ventra Cards

RTA-issued Ventra Cards require certification by the applicant that he or she is eligible for the RTA Reduced Fare or Ride FreeProgram. Any information falsely presented on the application for the RTA Reduced Fare or Ride Free Program may result in prosecution to the fullest extent allowable under the law. Similarly, any loss of eligibility after issuance of a Ventra Card under an RTA Reduced Fare or Ride Free Program must be reported immediately to the RTA.

Riders who are issued a RTA Reduced Fare or RTA Ride Free Ventra Card must certify that the fare privileges are for their personal use only and understand that if they allow another person to use their RTA Reduced Fare or Ride Free privileges, their card could be suspended, they could be removed from the RTA Reduced Fare or Ride Free Program and prosecuted to the fullest extent under the law.

RTA-issued Ventra Cards for the Senior Ride Free, Disabled Ride Free, Senior Reduced Fare, Disabled Reduced Fare, and ADA Paratransit Programs may be used only on participating transit agencies subject to their respective procedures and pursuant to the following rules:

- As stated on the application the cardholder submits for the Program benefits, the benefit is solely for the cardholder and use of the Reduced Fare or Ride Free Program privileges is restricted to the eligible person whose name and photograph appear on the face of the Ventra Card
- The RTA-issued Ventra Card is not transferable.
- Use of RTA Reduced Fare or Ride Free privileges by anyone other than the eligible cardholder whose name and photograph appear on the Special Fare Program card is prohibited.
- Prohibited use of a RTA-issued Ventra Card will result in confiscation of the card and/or suspension of privileges of the Reduced Fare or Ride Free Program.
- Prohibited use of a RTA-issued Ventra Card may subject the cardholder to whom the card was issued to criminal prosecution and/or suspension of privileges under the RTA Reduced Fare or Ride Free Program.
- Lost or stolen RTA-issued Ventra Cards must immediately be reported to the RTA Customer Service: (312) 913-3110. A fee may be charged for replacement cards.
 RTA-administered Ventra Special Fare Programs are subject to the agreement between the RTA and participating transit agencies.

2. U-Pass Ventra Cards

U-Pass Ventra Cards allow students whose schools participate in the U-Pass program with CTA to ride on the CTA at eligible times pursuant to the following rules:

- Use of the fare privileges provided by the U-Pass Ventra Card and any other fare media provided under the U-Pass Program is restricted to the student whose name and photograph appear on the Ventra card.
- The U-Pass Ventra Card is not transferable.
- Use of U-Pass fare privileges by anyone other than the student whose name and photograph appear on the U-Pass Ventra Card is prohibited.
- Prohibited use of a U-Pass Ventra Card or any other fare media provided under the U-Pass Program will result in confiscation and/or suspension of the U-Pass Ventra Card/fare media for a full calendar year per the terms of the U-Pass Agreement.
- Prohibited use of a U-Pass Ventra Card or any other fare media provided under the U-Pass Program may subject the student to whom the U-Pass Ventra Card is assigned to criminal prosecution and/or future ineligibility for a U-Pass Ventra Card or fare product.
- Prohibited use of a U-Pass Ventra Card or any other fare media provided under the U-Pass Program will be reported to the relevant participating school.

The terms of use for the U-Pass Ventra Card are subject to the agreement between participating educational institutions and the CTA.

3. Military Service Pass (MSP) Ventra Cards

MSP Ventra Cards allow the eligible cardholder to travel free of charge on CTA only. You may also load Transit Value into the Ventra Transit Account linked to your MSP Ventra Card to pay fares on Pace.

- Use of the fare privileges provided by the MSP Ventra Card is restricted to the individual whose name and photograph appear on the Ventra card.
- The MSP Ventra Card is not transferable.
- Use of MSP fare privileges by anyone other than the eligible cardholder whose name and photograph appear on the MSP Ventra Card is prohibited.
- Prohibited use of a MSP Ventra Card will result in confiscation and/or suspension of the card.
- o Prohibited use of a MSP Ventra Card may subject the cardholder to whom the MSP is assigned to criminal prosecution and/or future ineligibility for a MSP.

4. Student Ventra Cards

Student Ventra Cards are required for student reduced fares which are available only while school is in session. CTA Student Reduced Fare riding privileges are available to full-time

students age 7-20 for trips to and from regular day classes at a public, parochial or private elementary or high school on school days 5:30 am-8:30 pm.

Student Reduced Fare privileges provided by Student Ventra Cards may only be used for travel by the student to whom they have been issued. Parents and guardians may assist students by loading Transit Value onto Student Ventra Cards at Ventra vending machines, at participating retailers, online at www.ventrachicago.com, through Ventra Customer Service or using the Ventra app.

- The Student Ventra Card is not transferable.
- Use of Student Reduced Fare privileges provided by the Student Ventra Card by anyone other than the eligible student cardholder is prohibited.
- Prohibited use of a Student Ventra Card will result in confiscation and/or suspension of the card.

As use of Student Reduced Fare privileges, provided by the Student Ventra card, is restricted to the eligible student cardholder, Student Ventra Cards are not valid for Reduced Fare Multiple Riders. Student Ventra accounts are not required to be registered.

The terms of use for the Student Ventra Card are subject to the agreement between the validating schools and participating transit agencies.

Confiscation of a Ventra Card/Suspension of Privileges Under a Special Fare Program

A Ventra Card issued under a Special Fare Program is subject to confiscation and the Special Fare Program privileges suspended in any of the following circumstances:

- The Special Fare Program privileges are used by someone other than the eligible cardholder whose name and/or photograph appear on the card.
- The Special Fare Program card is observed being given away, sold, bartered or exchanged for any consideration in violation of CTA Ordinance No. 006-75;
- The Special Fare Program card is used excessively to the degree that such usage, when compared to other cardholder use in the same Special Fare Program, indicates that the card is not being used solely by the eligible cardholder, CTA has requested but has not been provided with a verification from the cardholder that the excessive usage is legitimate, and the pattern of excessive usage has occurred at least once before.
- The cardholder of the Special Fare program card is determined to have misrepresented his or her eligibility for the card and/or has continued to use the card after eligibility has lapsed.

If your Ventra card issued under a Special Fare Program has been confiscated or your Special Fare Program privileges suspended in any of the aforementioned circumstances or in any other circumstances indicating fraud and use by someone other than the eligible cardholder, CTA [or the appropriate transit agency] will notify the cardholder if known, or where unknown, the administrator of the Special Fare Program of such confiscation or suspension by telephone or in writing to the cardholder's address on file or where unknown the administrator of the Special Fare Program via U.S. mail.

Your Right to Appeal a Confiscation or Suspension

The cardholder will be given an opportunity to appeal the confiscation of a Ventra Card or suspension of privileges in a Special Fare Program by completing and submitting a written Affidavit and Appeal to Lift Suspension of Ventra Card. Completed affidavits may be submitted via email to CTA at specialfareprograms@transitchicago.com or via U.S. Mail to Chicago Transit Authority, Revenue Department, 10th Floor, 567 West Lake Street, Chicago, IL 60661-1498. Questions regarding a confiscation of a Ventra Card or suspension of Special Fare Program privileges may be directed to CTA Customer Service at 312-681-4265.

8. CONTACTLESS CREDIT AND DEBIT BANK CARDS AND MOBILE DEVICES LINKED TO A VENTRA TRANSIT ACCOUNT

If you have a compatible credit or debit bank card or mobile device, you have the option of using it in place of a Ventra Card for travel. If you have insufficient Transit Value or pass in your Ventra Transit Account linked to your compatible credit or debit bank card or mobile device, or if you do not purchase Transit Value or a pass before you travel, you will be charged the PAYG fare.

If you are using a compatible credit or debit bank card in place of a Ventra Card to pay for fares through a Ventra Transit Account, when your bank card expires and you receive a replacement card, you MUST notify Ventra Customer Service of the new expiration date BEFORE using the replacement card for travel. If you have registered your Ventra Transit Account, your new card will then be able to access the Transit Value and/or passes in your Ventra Transit Account. If you do not notify Ventra Customer Service of the new expiration date for your bank card before using it for travel, your bank card will not be able to access the Transit Value or passes in your Ventra Transit Account and you will be charged a PAYG fare.

Important Information Regarding Using a Mobile Device Wallet on Ventra

A mobile device wallet, such as ApplePay or *Google Wallet*TM, allows you to store credit or debit card account information in your mobile device and select one card to be charged whenever the mobile device is used to make a purchase. You can use your mobile device wallet to pay for fares on Ventra.

When using a mobile device wallet payment service on Ventra, you need to be aware of the following:

- You can purchase Transit Value and passes at a Ventra vending machine, as well as travel by paying a PAYG fare
- Ventra will not be able to provide you with customer support. All customer support
 must be handled by your bank. If you have a Ventra Card, do not add it as a
 payment card within your mobile wallet
- $\sqrt{\ }$ Contact your mobile service provider for more information about mobile wallet use.

Lost, Stolen, or Damaged Ventra-Linked Cards and Mobile Devices

See the <u>Ventra Fare Payment section</u> if your Ventra-linked card or mobile device is lost, stolen, or damaged.

9. VENTRA TICKETS

- You cannot set up a Ventra Transit Account with a Ventra Ticket. Ventra Tickets must be used before their printed expiration dates
- Ventra Tickets without a printed expiration date must be used within 90 days of purchase
- Ventra Tickets are not reloadable
- Ventra Tickets are not transferable and cannot be replaced, refunded or redeemed for cash
- There are no refunds or replacements for lost, stolen, or damaged tickets
- Users must present their Ventra Ticket for inspection by authorized participating transit agency personnel, security, or law enforcement personnel upon request.
- Ventra Tickets may be confiscated for misuse
 Metra tickets are not Ventra Tickets, please check <u>www.metrarail.com</u> for Metra ticket policies.

Overpayments for Ventra Ticket Purchases at Ventra Vending Machines

Ventra vending machines do not provide change. If you purchase a Ventra Ticket at a Ventra vending machine using cash and do not have the exact cost of the Ventra Ticket, any overpayment will not be added to your Ventra Ticket(s) and will not be returned to you.

Defective Ventra Tickets

A Ventra Ticket is considered defective if a Ventra fare reader is unable to read the ticket and the ticket has not been activated (i.e., used for the first time). If you receive a defective Ventra Ticket, contact Ventra Customer Service by calling 1.877.NOW.VENTRA (1.877.669.8368) or in person at the Ventra Customer Service Center. If a Ventra Ticket is found to be defective, it will be replaced at no cost, provided that the defect(s) were not caused by customer misuse or improper handling.

Ventra Tickets contain sensitive electronic components and customers are warned:

- DO NOT PUNCH HOLES IN YOUR TICKET
- DO NOT BEND, TWIST, OR FOLD YOUR TICKET

10. OTHER TERMS

Termination

The participating transit agencies may terminate this agreement at any time and for any reason. Upon such termination, your use of your Ventra Transit Account may be blocked.

If you cancel your Ventra Transit Account or if your Ventra Transit Account is terminated pursuant to these terms, you will remain responsible for any and all fares that are due or become due on your account.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall lie in Cook County, Illinois.

Privacy Policy

Your use of Ventra is subject to Ventra's Privacy Policy.

Personal information you give when you purchase transit passes, value, or your Ventra card may be linked to information about the use of your Ventra Transit Account or ticket. The participating transit agencies will use that information to implement Ventra's policies allowing for the recovery of balances on lost or stolen cards. Information concerning your account that is available online will be protected through the use of user names, passwords and PIN numbers that you choose. By providing us with your email address, you agree to receive information concerning your account and the Ventra program by email.

Disclaimer

THE PARTICIPATING TRANSIT AGENCIES EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO INDEMNIFY AND HOLD THE PARTICIPATING TRANSIT AGENCIES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, LOSS, COSTS, EXPENSE, OR LIABILITIES RELATING TO, ARISING FROM, OR AS A RESULT OF YOUR USE OF VENTRA.

You agree to pay any costs, including reasonable attorneys' fees, incurred by Ventra to enforce the terms of this Agreement.

Limitation of Liability

NEITHER VENTRA, THE PARTICIPATING TRANSIT AGENCIES NOR ANY OF THEIR AFFILIATES, LICENSORS, CLIENTS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES ("VENTRA RELEASEES"), ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES AND/OR MATERIALS CONTAINED ON THE SERVICES, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICES. WITHOUT LIMITING THE

FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE VENTRA RELEASEES SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VENTRA OR THE PARTICIPATING TRANSIT AGENCIES OR THEIR RELEASEES, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (IV) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA VENTRA, AND/OR (VI) THE FAILURE OF A PARTICIPATING TRANSIT AGENCY TO HONOR A TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SERVICES, MATERIALS, OR LINKED SITE, AS APPLICABLE. THE MAXIMUM LIABILITY OF VENTRA AND THE PARTICIPATING TRANSIT AGENCIES AND THEIR LICENSORS, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE ONE HUNDRED DOLLARS (\$100.00).

Indemnification

You agree to indemnify, defend and hold Ventra and the participating transit agencies, their affiliates, licensors, clients, suppliers, advertisers and sponsors, contractors and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these terms and conditions; (b) any allegation that any materials you submit to Ventra or the participating transit agencies or transmit via the Ventra website or Ventra Mobile Application infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your use of Ventra, the Ventra website, the Ventra Mobile Application, and the participating transit agencies' systems.

Severability

The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

Modification

The participating transit agencies reserve the right to change these terms and conditions at any time without advance notice.

Assignment

This Agreement cannot be assigned.

Regulations

Use of Ventra is subject to all applicable tariffs, terms, conditions, rules, regulations, policies, and procedures.

Questions about these terms and conditions or Ventra's Privacy Policy Statement should be directed to Ventra Customer Service at 1.877.NOW.VENTRA (1.877.669.8368).

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