

## **RTS ACCESS QUICKPAY TERMS AND CONDITIONS**

The following terms and conditions (the "Terms") govern your access to, and use of, "RTS Access QuickPay" provided by Regional Transit Service ("RTS"), including, without limitation, provision of the "RTS Access Ride Request" software application, and related products and customer support services. For the purposes of these Terms, the meaning of "RTS Access QuickPay" does not include any physical transit services provided in connection with the purchase and use of RTS Access QuickPay.

RTS reserves the right to modify these Terms at any time and in our sole discretion by posting revised Terms on the RTS Access website located at <https://www.myrts.com/Access> (the "Site"). Failure to comply with this Agreement may result in termination of your account.

If you have any questions regarding the use of RTS Access QuickPay, please refer first to the Support and Communications section of these Terms. All other questions or comments about RTS Access QuickPay should be directed to RTS Customer Service at <https://www.myrts.com/Contact-Us>.

### **1. RTS Access QuickPay**

"RTS Access QuickPay" (QuickPay) refers to a digital wallet (or Account) for RTS Access paratransit (bus) services scheduled through either the RTS Access Ride Request software application; or via calling the RTS Scheduling Request line. RTS Access QuickPay is not available for RTS Connect, RTS On-Demand or RTS Regional services. There will be no transaction fee for any RTS Access QuickPay usage.

When scheduling a ride, you will have the option to use RTS Access QuickPay or to use cash. Once you board the vehicle and have requested use of the RTS Access QuickPay service, there will be no monetary transaction. Simply present the Operator with your RTS Access ID card or other state issued picture id to verify your identity and enjoy the ride. The use of RTS Access QuickPay is for the intended use of the registered customer and any companions prescheduled for the same trip. Attempts to share your RTS Access ID with other individuals would be seen as a breach of these terms and result in immediate termination of your Account.

### **2. Use of RTS Access QuickPay**

The RTS Access Ride Request application, QuickPay, and the respective contents thereof are protected by US and international copyright, trademark laws, and other laws. Unauthorized use of the RTS Access Ride Request application, QuickPay, or their respective contents may violate such copyright, trademark, and other laws.

You do not and will not own the RTS Access Ride Request application or any information that is provided to you through the RTS Access Ride Request application, the QuickPay service, or by RTS or our third-party service providers, including but not limited to Trapeze Software Group, Inc (the payment card transaction facilitator for QuickPay). However, you are granted the limited, non-exclusive, revocable, non-transferable license to download, install, and use the RTS Access Ride Request on your mobile device, and to access and use the application, to manage your QuickPay account and access certain information relating to QuickPay in accordance with these Terms.

When you use QuickPay for service, you are authorizing RTS, or their affiliates, to debit your account for the charges incurred for that service. Failure to maintain a balance to cover RTS services being requested will result in refusal of services.

RTS Access Ride Request and QuickPay are provided to you free of charge, on an "as is" basis, and you use them at your own risk. RTS shall endeavor to use reasonable care and skill in providing QuickPay, within a reasonable time, in accordance with these Terms. Otherwise, except as and where expressly provided in these Terms, RTS specifically disclaims any representations, endorsements, guarantees, and warranties regarding RTS Access Ride Request, QuickPay, or their respective contents, or any other services or products provided in connection therewith, including any warranties that QuickPay will be provided without interruption, or that QuickPay or any associated content will be secure, accurate, current, complete, or error free.

All products, services, or content provided by third parties are provided "as is" and any representations or warranties of or concerning any such third-party products, services, or content are strictly between you and the third party providers.

To travel, Customers are expected to present their valid RTS Access ID or other issued picture id.

To use QuickPay, customers are required to have balance in their QuickPay account or pay cash at the time of boarding. QuickPay will allow an overdraft balance and scheduling a ride will be denied if the customer's overdraft amount equals or exceeds the maximum overdraft allowance.

When adding new funds to a QuickPay account those funds can only be used for the purpose of funding travel on RTS Access services.

Customers accept when approving use of their QuickPay that RTS will determine the correct fare to be charged and will deduct this value from the customer's balance.

### **3. Registration**

RTS Access QuickPay is a fully integrated add-on to RTS Access Ride Request. If you wish to fully utilize the RTS Access QuickPay service, you must first register for an RTS Access Ride Request user account.

Once you register you will have access to your transaction history and other information. You will be required to provide an email address along with certain other information ("Registration Data") about yourself, as well. The following conditions will apply to your provision of such Registration Data:

- You agree that the Registration Data you provide is accurate, complete and will be kept up to date. Failure to do so will constitute a breach of these Terms and may result in a termination of your account and access to RTS Access Ride Request and RTS Access QuickPay without notice to you.
- You are responsible for maintaining the security and confidentiality of your account user identification ("User ID") and password. You are solely responsible for all activities that occur through the use of your User ID, password, and mobile device.
- You agree not to access or use, or attempt to access or use, RTS Access Ride Request, RTS Access Quick Pay or any part thereof using the identity or the Registration Data of any person other than yourself.
- You agree to immediately notify RTS of any unauthorized use of User ID or password.

- From time to time, you may be asked via an email message from RTS to confirm your account or any Registration Data related thereto. If such information is not confirmed, your account may be deactivated by RTS without notice to you. Once your account has been deactivated, your account information may be retained or removed by RTS in accordance with the **Privacy Act of 1974** ([Pub.L. 93-579](#), 88 [Stat. 1896](#), enacted December 31, 1974, [5 U.S.C. § 552a](#)), a [United States federal law](#).

As an alternative to registering and account with RTS Access Ride Request, you may send RTS Access a check or money order and RTS Access will add the value of these monetary transactions to your QuickPay account. You will not be able to self-manage any credit card option and you will not be able to quickly review your current account status without RTS Access Ride Request.

#### **4. Privacy**

RTS is subject to the **Privacy Act of 1974** and strictly adheres to the principles contained therein. The Registration Data and any other personal information provided by you in connection with QuickPay will be used for the purposes of processing your user account registration, providing you with QuickPay (including support), and communicating with you regarding QuickPay and your account.

In order to make QuickPay available to you, we will need to share your information with some of our third-party service providers, including Trapeze Software Group, Inc, credit card payment processing agencies, and financial institutions. These parties may also need to collect certain financial and other additional information about you.

Further information with respect to RTS's collection, use, and disclosure of personal information can be found at <https://www.myrts.com/Privacy-Policy>. By using RTS Access Ride Request and QuickPay, you consent to the collection and use of your information in the manners and for the purposes as aforesaid. Please direct any inquiries regarding RTS's use of this information to <https://www.myrts.com/Contact-Us>.

#### **5. Methods of Payment**

The following methods of payment will be accepted for QuickPay funding: MasterCard/MasterCard Debit, Visa/Visa Debit, and Discover. All fares and prices indicated in the RTS Access Ride Request are stated in US Dollars.

## **6. Conditions of Use**

In connection with your use of QuickPay, you agree that you will not:

- allow any other user or other person to use said RTS services, including, without limitation, by means of hacking or defacing any portion of RTS Access ID card;
- use RTS services or any products provided by RTS in connection therewith for any unlawful purpose;
- engage in any activity that could compromise the security of or disrupt or interfere with the RTS Access Ride Request or QuickPay;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs, or other items of a destructive or harmful nature;
- modify, adapt, copy, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Transit App or the Site, or otherwise attempt to derive any source code or underlying ideas or algorithms or any part of RTS Access Ride Request or QuickPay;
- remove any copyright, trademark, or other proprietary rights notices contained within RTS Access Ride Request or QuickPay;
- use any robot, spider, offline reader, site search/retrieval application, or any other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of RTS Access Ride Request, QuickPay, or their respective content; or
- take any action that imposes or may impose (in RTS's sole discretion) an unreasonable or disproportionately large load on RTS's infrastructure, or on the infrastructure of RTS's third party providers.

## **7. Mobile Data Charges and Access**

The RTS Access Ride Request application may require a correctly configured and functional internet data connection, both for the initial download and installation and for the use of RTS Access Ride Request or QuickPay.

You are responsible for any data charges which may be charged to you by your network provider. RTS is not responsible for any connectivity issues you may experience.

Please contact your network provider if you require assistance configuring a data connection.

## **8. Support and Communications**

The RTS Access Ride Request application will not work on all devices. Currently supported device platforms include Apple iOS and Google Android. RTS makes no warranty or representation regarding the continued availability, content, or performance of such support. Download and operational success may depend on your device's settings.

If you have any questions about or problems with RTS Access Ride Request or QuickPay in particular, please refer first to the FAQs. If the FAQs do not answer your questions or resolve your problems, please contact RTS online at <https://www.myrts.com/Contact-Us>.

RTS may send communications to you through any email or phone number provided as part of Registration Data. These communications may include marketing material, technical, and support information, and information on updates or changes. By registering for an account, you agree to allow RTS to provide you with such communications.

Please note that RTS may cease to operate and support RTS Access Ride Request, QuickPay, or a particular version of it, at any time. RTS may also require you to delete the RTS Access Ride Request application from your device, or to remotely deactivate your account on your device at any time and for any reason in RTS's sole discretion.

## **9. Updates and Availability**

From time to time, RTS may issue updates to RTS Access Ride Request, in which case you may not be able to continue use of the version of the RTS Access Ride Request application installed on your device without downloading the relevant update. RTS recommends that you download and install all updates issued. RTS will not accept any liability for damages or loss caused by your use of an older version of RTS Access Ride Request after an updated version has been made available by RTS.

RTS has the right, at our sole discretion, to suspend access to QuickPay available through RTS Access Ride Request at any time and for any reason, with or without notice. Except when RTS suspects fraudulent activity or believes that you are seeking to access or use RTS services other than in accordance with these Terms, RTS will use reasonable efforts to only suspend access when carrying out maintenance on RTS Access Ride Request, the Site, or the systems supporting them

## **10. Changes, Cancellations, and Refunds**

No interest will be paid on balances in your account. No money can be refunded should the account be canceled or no longer in use. If you think that RTS has provided you with an incorrect balance or otherwise made an error in taking or processing your QuickPay account, please contact RTS Access at 585-426-3520. In the event that RTS agrees that it has made an error in the transaction, RTS will issue a credit to your QuickPay account or otherwise address the error as it considers appropriate in the circumstances.

If your request for a refund is approved, RTS will process your payment back onto the card used to make the purchase. Please note that it may take up to five (5) business days for a credit to appear on your statement.

RTS will not be obligated to change, cancel, replace, or refund a QuickPay transaction where we have reason to believe that there is fraudulent activity involved.

## **11. Liability Disclaimer**

RTS and all agencies providing RTS services have not made, and expressly disclaim any representation or warranty, express or implied relating to RTS Access Ride Request or QuickPay including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. Nor are they responsible for any loss or damage which you may suffer in relation to your use of RTS transit services in connection with RTS Access Ride Request or the QuickPay services (including delays, cancellations, or disruption to transit services). Any further terms and conditions imposed by RTS regarding transit services will apply to all such transit services provided to you in connection with RTS Access Ride Request or the QuickPay services and you should read such additional terms and conditions carefully.

All third party suppliers of products, services, or content accessible through links contained within the RTS Access Ride Request application or the QuickPay services are independent entities and RTS is not responsible or liable for any wrongful act or omission on the part of any such third parties, for any products or services provided by such third parties, or for any of the content on such third party websites.

If you decide to access linked third-party websites, you do so entirely at your own risk. When you visit another site, please review their terms of use.

In no event will RTS be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of the use or misuse of, or inability to access or use, RTS Access Ride Request, the QuickPay services or products provided in connection therewith, whether or not RTS has been advised of the possibility of or foreseen such losses or damages and howsoever caused or arising, whether based on breach of contract, tort (including negligence), product liability, or any other theory of legal liability.

## **12. Indemnity**

You agree to indemnify, defend, and hold harmless RTS and its officials, officers, employees, contractors, and authorized agents and representatives from and against any liability, loss, damages, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind (including, without limitation, lawyers' fees) in any way arising out of your use or misuse of, or inability to access or use, RTS Access Ride Request, QuickPay or products provided in connection therewith.

## **13. Termination**

If you violate these Terms or any policies or guidelines posted on RTS Access Ride Request or QuickPay, RTS will have the right to immediately terminate your license to use QuickPay and all access to your account through the RTS Access Ride Request application. RTS reserves all of its other rights at law and in equity.

## **14. Other Terms**

RTS may amend or update these Terms from time to time. Whenever you make a schedule a ride via RTS Access Ride Request, you may be asked to confirm your acceptance of the most up-to-date version of these Terms. If



you do not agree to any changes RTS makes to these Terms, you should stop using RTS Access Ride Request and QuickPay, as your use of RTS Access Ride Request or QuickPay after the effective date of such changes will constitute your continued acceptance of these Terms, as updated.

The agency to which your account is assigned may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. 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. To ensure you are aware of the most current terms and conditions, visit <https://passes.myRTS.com>.

These Terms (as may be amended, updated, or supplemented from time to time) are intended by RTS to set out the entire agreement between RTS and you with respect to your use of, and the provision by RTS, of RTS Access Ride Request and QuickPay. RTS recommends that you read them carefully to protect your own interests and to ensure that you understand your rights and obligations hereunder. The use of QuickPay, and any purchase made through the RTS Access Ride Request application, are governed by the laws in force in New York State and the United States of America. You agree and submit to the exclusive personal jurisdiction and venue of the courts located in Rochester, New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

### **RTS Access QuickPay Account Terms and Conditions\*:**

By using your RTS Access QuickPay account, you will agree to the following terms and conditions:

1. Funds in your QuickPay account are non-transferable and may only be used to purchase your **RTS Access** trips.
2. You acknowledge and agree that purchases of **RTS Access** services are subject to the **RTS Access** fares and fare conditions that are available at [www.myrts.com/Access](http://www.myrts.com/Access). The fare deducted from the EZ-Wallet account and conditions for single trips shall be the fare and conditions that are published as of the date of travel.
3. You are responsible for keeping personal identification information including email address and passwords that are used to access your RTS Access QuickPay account confidential at all times. **RTS Access** is not

responsible for any access to or misuse of your QuickPay account by unauthorized users.

4. The funds in your QuickPay account and any purchases including monthly passes are non-refundable. In the event that RTS ceases to operate the applicable RTS transit services, or ceases to accept the RTS Access QuickPay option, RTS will reimburse you for any remaining balance in your Account at that time.

5. There is no fee for activating a QuickPay account nor is there any interest payable on QuickPay account funds.

6. Funds deposited into a your RTS Access QuickPay account are subject to dormancy periods, as updated and notified from time to time, under New York State's Abandoned Property Law.

\* RTS Access QuickPay Terms and Conditions must be accepted prior to adding funds to your Account