



GRTC Mobile App Terms of Use Conditions

Terms of Use Conditions

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1. Introduction

Thank you for using the ‘MOBILE PASS’ Ticketing App from the Greater Richmond Transit Company (“GRTC”). GRTC may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. **By using the GRTC mobile app you are agreeing to accept these terms and conditions, as well as the general terms and conditions relating to the website managed by GRTC.**

2. Registration and Responsibilities.

If you wish to utilize the Services, you will be required to register by providing information about yourself and, if you are registering on behalf of an entity, information about that entity (such as identification, and contact details). You warrant, represent and agree that any such information you provide is accurate, complete and updated. Failure to do so constitutes a breach to these Service Terms and may result in a termination of your account and access to the Services. You are responsible for maintaining the security and confidentiality of your account password. You are also solely responsible for all activities that occur through your User ID and password. You agree not to access or use, or attempt to access or use, the Services or any part thereof using the identity or the Registration Data of any person other than yourself. You agree to immediately notify GRTC of any unauthorized use of your User ID or password. If

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such account is not reconfirmed, the account may be deleted by GRTC. Once your account has been deleted, your information may remain on the Services, or be removed by GRTC.

3. Methods of Payment.

GRTC accepts the following methods of payment for ticket purchases: MasterCard, American Express, Discover and Visa. All ticket prices are stated in U.S. Dollars.

4. Making Purchases.

If you wish to purchase products or Services described (each such purchase, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, credit card and other information. You understand that any such information will be treated by GRTC in the manner described in our Privacy Policy. You agree that all information that you provide in connection with your purchase will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. The sale or purchase of tickets may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with laws is your responsibility. WE WILL COMPLY WITH LAW ENFORCEMENT OFFICIALS AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You grant GRTC the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

5. Mobile Ticketing

A Mobile Ticket refers to a type of ticket (QR Code) which is purchased only through GRTC's mobile app through an iOS or Android device. The security of your mobile phone or ticket is your responsibility. In the event that the ticket or your mobile phone is lost or stolen, GRTC will not provide a duplicate or replacement ticket. Your valid mobile ticket should be activated and displayed clearly on the mobile phone screen when asked by a GRTC transit representative to view the mobile ticket. The mobile ticket must be retained during your entire journey. If you are unable to show a valid ticket, a new one must be purchased or activated. If the mobile ticket has been damaged or is not readable in any way, the ticket becomes invalid and a new one

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must be purchased or activated. Customer is always responsible to keep their mobile device in real present date and time using their automatic cellular network time and time zone data system including any changes during daylight saving time instances. You cannot print or transfer mobile tickets or QR codes under any circumstances. The mobile application is provided to you free of charge. GRTC can suspend access to ticket purchases through the mobile application and can do so for any reason.

6. Prices and Receipts

When you purchase a mobile ticket on the mobile ticketing app you will be notified of the price of the ticket(s) before you confirm your purchase. For more information on fares please visit these links: <http://www.ridegrtc.com/fares/fares-and-rates>

If you do not receive (i) a message containing your ticket from the mobile application, or (ii) a confirmation of your ticket order (in the form of a confirmation page or purchase receipt) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility as the customer to confirm with GRTC Customer Service at (804)-358-4782 whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. GRTC WILL NOT BE RESPONSIBLE FOR LOSSES (MONETARY OR OTHERWISE) IF YOU FAIL TO RECEIVE THE TICKETS AND/OR AN ORDER CONFIRMATION AND SUCH FAILURE IS NOT CAUSED BY THE SERVICES.

7. Transit Mobile Application

GRTC grants you the right to download install and use the mobile application on your mobile handset to purchase tickets and access information in accordance with these terms and conditions. You do not and will not own the mobile application or any information that is provided to you through it or GRTC, but you may use the application with these terms and conditions. The mobile application is provided to you free of charge. GRTC can suspend access to ticket purchases through the mobile application and can do so for any reason.

8. Data charges

The mobile ticketing app is free but data charges may be incurred to you by your network provider. You are responsible for any such costs. GRTC will not take responsibility for any connectivity issues you may experience.

9. Violations of the Law; No Redemption Value.

Use of the GRTC Transit system is subject to GRTC's rules and regulations and applicable law. GRTC reserves the right, without refund of any amount paid, to prosecute and to impose any

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penalties allowed by GRTC's rules, regulations and the law, including but not limited to exclusion and citation, upon any person whose conduct violates same while on the GRTC Transit system. You agree to fully cooperate with GRTC personnel and fare enforcement officers upon demand to exhibit proof of fare payment for your mobile ticket in accordance with GRTC's rules and regulations. You are solely responsible at all times for the proper functioning of your mobile phone. It is your responsibility to ensure that the mobile phone is sufficiently charged to clearly and legibly display the mobile ticket and to otherwise exhibit proof of fare payment as many times as required for the duration of your use of the GRTC Transit system. You understand that you will be subject to penalties, including but not limited to citation and exclusion, for failure to exhibit proof of fare payment.

Any type of ticket is not redeemable for cash.

10. Code of Conduct.

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

- a. Restrict or inhibit any other visitor or user from using the Services, including, without limitation, by means of "hacking" or defacing any portion of the Services;
- b. Use the Services or the Materials (as defined below) for any unlawful purpose;
- c. Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- d. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Services or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services;
- e. Remove any copyright, trademark or other proprietary rights notices contained on the Services; "Frame" or "mirror" any part of the Services;
- f. Use any robot, spider, offline reader, site search/retrieval application or 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 the Services or its contents without our prior written consent; or
- g. Take any action that imposes or may impose (in GRTC's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure.

11. Availability & Updates

The mobile ticket is valid for travel in the Richmond, VA service area only. The travel is based on fare applicability on GRTC buses at the time of purchasing a ticket. The mobile ticket is valid when the ticket is activated on the mobile app after purchase. You may not start your journey until you have a valid ticket. Once purchased, the mobile ticket will specify the fare type and the validity of the ticket and its expiration date.

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The mobile ticket is valid when the ticket is activated on the mobile app after purchase. Once purchased, the mobile ticket will specify the fare type and the validity of the ticket and its expiration date. GRTC reserves the right to issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the relevant update. **GRTC is not liable for errors which become apparent in old versions of the mobile application.**

12. Changes, Refunds and Ticket expiration

All refunds will be reviewed on a case by case basis. In general, mobile tickets cannot be changed, cancelled or refunded except in very special circumstances such as mobile application service disruptions. In those cases, mobile tickets can be refunded within 30 days from the purchase date. You can submit a request for a refund by calling the GRTC customer service support line (804)-358-4782. Please note that where a refund is made it shall be for the ticket price only. Any other associated fees are non-refundable.

If you think that we have made an error in taking or processing your mobile ticket purchase, contact us by calling the GRTC customer service support line. In the event we agree that an error occurred during the transaction, we shall issue a refund. Please allow time to process your request. If your refund is approved, we will process your payment back onto the credit card account used to make the purchase. Please allow 5 to 7 business days for processing.

All purchased mobile tickets will expire after 180 days from the date of purchase and cannot be refunded or exchanged. After a ticket is validated, it will expire after (120) seconds. A timer countdown it will be present. Please be sure to activate the ticket when boarding the bus.

GRTC can suspend access to ticket purchases through the mobile application and can do so for any reason.

GRTC shall not be obliged to change, cancel, replace or refund a ticket where we have reason to believe that it is being done so fraudulently.

GRTC is not responsible for replacement or refund of already "ACTIVATED" mobile app passes for damaged, lost or stolen customer's phones devices used to buy electronics GRTC fare mobile media.

13. Ownership, Copyrights and Restrictions on Use.

The mobile ticket app is operated by Genfare SPX mobile ticketing and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and

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other rights relating thereto, are and will remain the property of GRTC. Notwithstanding the foregoing, you may not copy, reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content. Use or downloading of the mobile ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions.

The information and materials provided on or through the Services, including any data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the "Materials") are owned exclusively by GRTC or its licensors, and are intended to educate and inform you about the products and services offered or described on the Services. Subject to your compliance with these Service Terms, you may download one (1) copy of any Materials displayed on the Services, and you may use such downloaded Materials solely for your personal, non-commercial use (you may not resell the Services). GRTC cannot guarantee that technical difficulties will not occur during the download of the Materials or that the Materials will download successfully. Subject to your compliance with these Service Terms, we grant you a limited license to use the Services and Materials; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Services and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Use of the Services and Materials for any purpose other than as expressly authorized in these Service Terms is a violation of applicable copyrights and other proprietary rights and is strictly prohibited.

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14. Other Terms

Virginia law applies to these terms and conditions and that any dispute between GRTC and the users of the mobile ticket app regarding the mobile application or arising out of or in connection with these terms and conditions are subject to Virginia courts. The user of the mobile app understands that any information it submits under this Agreement is subject to public inspection and copying under the Virginia Freedom of Information Act, (FOIA) unless exempt by law.

15. Liability Disclaimer

In no event will GRTC be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the mobile ticketing application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

GRTC is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the mobile ticketing application. Nothing in these terms and conditions shall exclude or limit GRTC's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

16. Support

Please contact us at: Customer Service Center
(804)-358-GRTC (4782) webcustomerservice@ridegrtc.com

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