



**GRTC Mobile App Terms of Use Conditions
V 2.0 (February 9, 2020)**

Terms of Use Conditions

Thank you for your interest in the GRTC Mobile Pay App! These Terms of Service (“Terms”) constitute a legally binding contract between you (“you” or “your”) and the Greater Richmond Transit Company (“GRTC,” “us,” “we,” or “our”) that governs your use of our GRTC mobile ticketing app (the “App”) along with the associated Website (currently located at ridegrtc.com), collectively referred to herein as the “Service.” BY ACCESSING OR USING THE SERVICE, THROUGH THE USE OF THE APP OR OTHERWISE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

By accessing the Service, through the use of the App or otherwise, you signify that you have read, understand, and agree to be bound by these Terms. We have the right to change these Terms at any time. We agree to post a notice of the changes in the footer of our websites, and the changes will be effective 30 days after posting such notice to our website. Your continued use of the Service will be considered your acceptance of the revised Terms. If you do not agree with any updates to or any updated version of the Terms, then you must not access or use the Service, and you have no right to use and must immediately remove the App from your Mobile Device (as defined below).

You agree to our use of your personal information and content in accordance with our Privacy Policy, which is incorporated herein by reference. Please note that the GRTC is a public agency and is subject to public records laws, including the Virginia Public Records Act.

What Information Do We Collect?

Account Information: When you create an account on the Service, you will be asked to provide us certain contact information, including your name, zip code, email address, mobile number, and password. You may also provide us with additional demographic information.

Payment Card Information: When you buy tickets via the Service, you will be asked to provide payment card details. The GRTC uses a third-party payment processor to handle payment card transactions, and therefore does not store or directly process your payment card information.

Interacting with the GRTC: We may collect information through your interactions with GRTC. For example, when you contact GRTC by email, we may collect your email address and any other information you provide.

Using the Service: GRTC may collect certain information automatically when you use the Service. We also receive the internet protocol (IP) address of your computer, Mobile Device, or the proxy server or router that you use to access the internet, operating system details, type of web browser, mobile device details (including your mobile device identifier provided by your mobile device operating system), and search data.

Aggregate, Non-Personal Information: GRTC collects certain aggregate information, including statistical information about how users access and interact with the Service. This information cannot be used to

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identify you individually, though we may link this information to your GRTC profile. This Policy does not limit how GRTC may use aggregate or non-personal information.

Information Collected through Tracking Technologies: We use various technologies to collect information from your device and about your use of the Service:

Mobile Device IDs: If you're using our App, we use mobile device IDs (the unique identifier assigned to a device by the manufacturer), or Advertising IDs (for iOS 6 and later), instead of cookies, to recognize you. We do this to store your preferences and track your use of our App. Unlike cookies, device IDs cannot be deleted, but Advertising IDs can be reset in "Settings" on your iPhone. Analytics companies use device IDs to track information about App usage.

Do Not Track: Your browser or device may allow you to adjust your settings so that "do not track" requests are sent to the websites that you visit or Service that you access. However, because an industry-standard protocol for "do not track" signals has not yet been established, we do not disable tracking technology that may be active on the Service in response to any "do not track" requests that we receive from your browser or device.

Cookies and Use of Cookie Data: If you access the website associated with the Service, we may use cookies to collect information about your use of that site. Cookies are small amounts of data that are stored on your computer that are accessed and recorded by the websites that you visit so that they can recognize the same browser navigating online at a later time. Examples of information that may be collected by cookies include:

the pages you visit;

the date and time of your visit;

the amount of time you spend on pages;

the Internet Protocol (IP) address used to connect to the Internet; technical information such as your browser type and version, operating system, and platform.

The App may use a "unique device identifier," or "UDID," in order to remember your device each time you use it. These technologies make it easier for you to use the Service. We use them in order to retain the contents in your shopping cart while you are checking out other areas of the Service. When you are done, the products in your cart are still there for you to buy. We also use them to gather certain aggregate usage information about the numbers and frequency of visitors to the Service and how they interact with the Service. This data helps us improve the appearance and usability of the Services.

Your browser or device may allow you to block or delete cookies. However, certain features of the Service may depend on cookies, and if you choose to block cookies, you may not be able to sign in or use those features, and preferences that are dependent on cookies may be lost. If you choose to delete cookies, settings and preferences controlled by those cookies, including advertising preferences, will be deleted and may need to be recreated.

Pixel tags: We may embed pixel tags (also called web beacons or clear GIFs) on web pages, ads, and emails. These tiny, invisible graphics are used to access cookies and track user activities (such as how many times a page is viewed). We use pixel tags to measure the popularity of our features and Service.

Information Collected by Third-Parties: The Service may include links to other websites and social media sites and other content from third-party businesses. These third-parties may use tracking technologies

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to track the actions of users within the Service, and across different web sites or platforms to deliver targeted electronic advertisements to an individual user.

How Do We Use Your Information?

Consent to GRTC: By providing information to GRTC when you create or update your account and interact with the Service, you are expressly agreeing to our use and processing of your information as set out by this Policy. You can withdraw or modify your consent to our continued collection of your information by closing your account and/or by deleting the Service from your device(s). GRTC will retain previously collected data in accordance with its data retention policies and applicable laws.

Providing, Developing and Customizing the Service: GRTC uses your information to provide, maintain, protect, and improve the Service. If you use our trip planning feature, we may use your location information. We may also use your information to improve features of the Service, such as when you provide feedback to GRTC customer service agents. We also use this information to track potential problems and trends and to customize our support responses to better serve you. We do not share information provided during customer service interactions for third-party advertising purposes without your permission.

GRTC may combine information you provide through different interactions with GRTC and GRTC's service providers in order to provide a more customized and relevant experience. For example, if you contact us from an email address we have on file, we will make a note of that communication in your customer profile.

When you register for the Service, GRTC uses your identifying information to set up your account. GRTC also uses information to enforce and protect its rights, including in connection with electronic citation processing.

What Information Do We Share With Third Parties?

Service Providers and Transportation Partners: GRTC may share information with its current and future service providers and transportation partners that assist GRTC in providing, improving, and marketing the Service. For example, GRTC may use a third party developer to develop and host the App, or engage companies to provide analytics, or assist in protecting and securing our systems and Service, and those companies may need access to your information in order to provide those functions. GRTC may also share your information with transportation partners to provide you with a service you requested through a partnership or promotional offering made by a third party or us. These third parties have limited access to your information only to perform these tasks on our behalf.

Aggregate Information: We may share aggregated and anonymous information based on information collected from the Service with the public, our partners, and with our users and customers. For example, we may publish information about general trends related to the use of the Service or share that information with a partner to help them provide or improve their products and services. This information does not identify you and we require our partners to keep all such information in its anonymous form.

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Legal Disclosure and Business Transfers: We may disclose any information we collect without notice or consent from you, if we believe in good faith that the disclosure is necessary to protect our rights and property, protect your safety or the safety of others, investigate fraud or other crimes, or respond to lawful government requests. In such instances, we will limit disclosure to that information which is necessary to accomplish the above purposes. We'll attempt to notify you about legal demands for your information when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We also reserve the right to disclose or transfer the information we collect to another agency or government entity in connection with a reorganization, dissolution, or similar event (a "Change in Business"). We will endeavor to provide you with notice (via a posting to the Service or such other method that we deem appropriate) of any such Change in Business. This Policy will apply to your information as transferred to the new entity through a Change in Business.

Public Records Laws: The GRTC is a public agency and is subject to public records laws, including the Virginia Public Records Act. Information that you provide or that we collect from you may be subject to disclosure pursuant to public records laws, unless the information is otherwise exempted from disclosure by law. You should not provide personal information if you are concerned about disclosure of your information under those laws.

Communications Preferences

Communications from GRTC: We communicate with you through email, notices posted through the Service, and other means available through the Service, including mobile text messages and push notifications. Examples of these communications include:

Initial communications: Informing you how to use the Service, including any new features of the Service.

Service communications: Alerting you about the availability of the Service and transit systems, confirming purchases, and providing information about other issues related to the Service. You cannot opt out of receiving service messages from us.

Promotional communications: Sharing information about GRTC's products and services.

Response communications: Responding to an inquiry by you, either through the Service, social media, or other channels.

You can opt out of receiving certain email communications from us by contacting us at webcustomerservice@ridegrtc.com or following the unsubscribe instructions provided in the message we send to you. If you opt out, we may still send you non-marketing communications including emails about the Service and our business dealings with you.

Security

We endeavor to safeguard personal information to ensure that such information is kept private. However, the inherent insecurity of the Internet and other factors may compromise the security of your personal information at any time. Therefore we cannot guarantee the security of your personal information.

Accessing Your Information

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Certain personal information, such as your registration profile can be reviewed, updated, or deleted through the controls available within your account. The right to access and delete personal information may be limited in some circumstances by law and we may ask you to verify your identity before we act upon your request. Additionally, we may reject requests that require disproportionate technical effort or that would risk the privacy of others. Please note that due to the way we maintain our servers, after your information is deleted, backup or residual copies may exist for some time before they are completely deleted from our servers.

You also may close your account at any time by deleting the App, contacting us at webcustomerservice@ridegrtc.com. If you contact us to close your account, we will retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, take actions we deem necessary to protect the integrity of the Service or our users, or take other actions otherwise permitted by law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information will be subject to those third parties' policies.

Children's Privacy

We do not knowingly collect or solicit personal information from persons under the age of 18. If you are a parent or legal guardian who discovers that your child has provided us with any personal information, you may contact us at any time at webcustomerservice@ridegrtc.com, and we will endeavor to promptly delete such information from our files and records.

Using the Service from Outside the United States

GRTC provides local transit services in the U.S. Richmond area, Virginia. The Service is not intended for users based outside the United States. If you are located outside of the United States and you choose to use the Service or provide your information to us, your information may be transferred to, processed, and maintained on servers or databases located in the United States, or any other country in which we, or our affiliates, service providers, or other third parties maintain facilities. By accessing or using the Service, or by providing personal data through the Service, you consent to the transfer and processing of your information in the United States subject to United States law. If you do not want your information transferred to or processed or maintained in the United States, you must not use the Service.

Third Party Links, Sites and Services

This Policy applies only to the Service. It does not apply to any third party sites, services and/or applications that may be linked to, facilitated through, or provided via the Service. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party site, service, or application including their use of any cookies and/or collection of any personal information. We encourage you to be aware when you leave the Service, and to read the privacy policy of each third party site, service, or application that you visit.

Changes to this Privacy Policy

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We will occasionally update this Policy to reflect changes in the law, our data collection and use practices, the features of the Service, or advances in technology. When we post changes to this Policy, we will revise the "last updated" date at the top of this Policy. We will notify you of such changes by posting the updated Policy on the Service and if the changes are significant we may seek to notify you via email or otherwise. When we post changes to this Policy, we will indicate when such changes will become effective. Your continued use of the Service after the effective date of such changes constitutes your consent to the amended Policy.

1. Registration and Use of the App.

A. Registration. In order to use the Service, you must own or control a compatible mobile device (a "Mobile Device") and create an account. By creating an account and using the Service, you represent and warrant that you (a) are at least 18 years of age or an emancipated minor or possess legal parental or guardian consent, (b) have the legal authority to access and use the credit card registered with the App and Website for the payment of fares, (c) can form a binding contract with GRTC, (d) are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition, and (e) will comply with these Terms and all applicable laws, rules, and regulations. If we discover now or in the future that you do not meet or have not met any of the foregoing eligibility requirements, you understand and agree that your account and/or your access to the Service may be temporarily or permanently suspended or your account and access to the Service may be revoked or terminated immediately.

B. Access. You must provide at your own expense the equipment, Internet connections, Mobile Devices, and/or wireless service plans to access and use the Service. We do not guarantee that the Service can be accessed on all Mobile Devices or wireless service plans. You acknowledge that when you use the Service, your wireless carrier may charge you fees for data, messaging, and/or other wireless access. Please check with your carrier to see if there are any such fees that apply to you. **YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THIS SERVICE FROM YOUR MOBILE DEVICE.**

C. Use of the App. The GRTC Mobile Pay App, powered by Genfare, IL., allows you to purchase mobile tickets with your Mobile Device and take other actions including viewing your transaction history and managing your account. You must register a funding source (e.g., payment card) to use the App. GRTC accepts the following methods of payment for ticket purchases: MasterCard, Visa, American Express, and Discover. All ticket prices are stated in U.S. dollars. If you wish to purchase a mobile ticket (each such purchase, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, payment card number and other information. GRTC's use of your personal information is subject to GRTC's Privacy Policy. You agree to pay all charges incurred by you or any users of your account and payment 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 all such laws is your responsibility. You represent and warrant that all information you provide, including, but not limited to,

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all information concerning your name, address, payment 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. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

D. Your Responsibilities. You are solely responsible at all times for the proper functioning of your Mobile Device. It is your responsibility to ensure that the Mobile Device is sufficiently charged to clearly and legibly display the mobile ticket and to otherwise exhibit proof of fare payment in accordance with GRTC Fare Policy , as many times as required for the duration of your use of the GRTC transportation 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. Additionally, you are responsible for all activities that occur on your account. Keep your username and password secure and do not allow anyone else to use them to access the Service. GRTC will not be responsible for any damage or loss that arises out of the loss, theft, or unauthorized use of your Mobile Device or any other activities (whether authorized or not) occurring on your account.

E. No Cash Value. Mobile tickets are not redeemable for cash.

F. Updates. We reserve the right (but have no obligation) to modify, update or upgrade the Service, including the App (each an “Update”), at any time and for any purpose. These Terms will govern any Update provided by us, unless such Update is accompanied by a separate license in which case the terms of that license will govern.

2. Intellectual Property.

The Service, and all Content (as defined below) included on or through the Service, is the property of GRTC or its licensors. The Content is protected by copyright, trademark, and other intellectual property laws. Except for the limited license expressly granted to you in Section 3.A and Section 5 below, GRTC grants no other licenses be it by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved.

3. Limited License.

A. License Grant. Subject to these Terms, GRTC grants to you a limited, revocable, non-transferable, non-exclusive, personal license (without the right to sublicense) to install and use the App for your non-commercial use on one or more Mobile Device(s).

B. Restrictions. You may not (i) copy or use the App in any form or by any means, except as expressly permitted by these Terms; (ii) resell, rent, lease, loan, or otherwise distribute or transfer the App to any third party; (iii) decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be expressly permitted by the license terms governing use of any open-sourced components included with the App); or (iv) remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the App.

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C. Additional Terms for iOS. If you have downloaded the App from the Apple, Inc. (“Apple”) iTunes App Store, you acknowledge and agree to the following: (i) these Terms and the license granted in 3.A above are between you and GRTC, and not with Apple, and GRTC is solely responsible for the App; (ii) your use of the App is subject to the Usage Rules set forth in the App Store Terms of Service ; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (iv) GRTC, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App; (v) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any); and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be GRTC’s sole responsibility; and (vi) Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

D. Open Source. Certain portions of the Service, including the App, may contain or be distributed with open source software. Such open source software is licensed under the terms of the license that accompanies such software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable open source license for such software.

4. Third Party Services.

Portions of the Service may utilize or include third party services or provide links to certain third-party websites (collectively, “Third-Party Services”). When you engage a Third Party Service, you are interacting with the third party and not with us. Such Third Party Services are not under our control and we are not responsible for the contents of such Third Party Services, or any changes or updates to such Third Party Services. Posting of a link to another website does not constitute endorsement of that website (or any of the products, services or other materials offered through that website) by us or our licensors, regardless of whether or not the link is associated with a third party advertisement carried by the Service. We are not responsible for the privacy practices of such Third Party Services nor any data or information you may share with such Third Party Services, and make no warranties, express or implied, as to any Third Party Services or the products or services they provide. We encourage you to be aware of this when you leave the Service, and to read the terms and privacy statements of each and every Third Party Service that you interact with and/or visit.

5. Content.

Portions of the Service may contain text, images, photos, audio, video, location data, or other forms of content (collectively, “Content”). The Content may be owned by us or others. We do not accept any responsibility or liability for any Content posted by third parties on the Service. Except as may be expressly agreed by us, you may use the Content solely for your personal, non-commercial use in connection with the Service, and may not distribute, modify or make derivative works of any Content. We reserve the right (but have no obligation) to remove any Content from the Service at our sole

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discretion, with or without notice to you. We have no obligation to retain or provide you with copies of your Content.

6. Termination.

These Terms will remain in full force and effect while you use the Service. You can stop using the Service at any time. Your rights under these Terms will terminate automatically and without notice from us if you fail to comply with these Terms. Additionally, we may, in our sole and absolute discretion, at any time and for any or no reason, without prior notice to you: (i) change, suspend, remove, or disable access to the Service, or (ii) terminate the Service or these Terms. Upon termination of the Terms, you shall cease all use of the Service and uninstall the App from your Mobile Device. In no event will we be liable for the suspension, removal, disabling or termination of the Service or these Terms. Sections 2, 3.B, 3.C, 6 through 10, and 13 will survive any termination of these Terms.

7. Acceptable Use.

In addition to the other restrictions outlined in these Terms, you agree that you will not:

Use the Service for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms or the terms of any third party that govern a particular Service; Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner; Compromise the security of the Service; Send any unsolicited or unauthorized advertising, spam, solicitations, or promotional materials; Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Service or to extract data; Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Service; Use or attempt to use another user's account without authorization; Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Service that you are not authorized to access; Engage in any harassing, intimidating, predatory, or stalking conduct; Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; Violate the publicity, privacy, or data-protection rights of others; Engage in any hateful, discriminatory, abusive, disruptive, annoying, or other objectionable behavior; Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party; Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your account; or Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

8. Disclaimer.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND GRTC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND CONTENT EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

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WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT. GRTC DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE COMPATIBLE WITH YOUR MOBILE DEVICE, AND THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GRTC WILL CREATE ANY SORT OF WARRANTY.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRTC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICES PROVIDERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BASED ON OR UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY ERRORS, OMISSIONS, OR INACCURACIES IN ANY CONTENT AVAILABLE THROUGH THE SERVICE; (ii) THE CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) THE PERFORMANCE OF THE PRODUCTS AND SERVICES PURCHASED THROUGH THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, CONTENT, OR PERSONAL INFORMATION; (v) ANY BUGS VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; (vi) OR ANY OTHER MATTER RELATING TO THE SERVICE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE SERVICE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICE IS TO STOP USING THE SERVICE.

IN NO EVENT SHALL GRTC'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED \$150.00. Applicable law may not allow certain limitations or exclusions of liability, so some of the above limitations may not apply to you.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GRTC AND YOU.

10. Indemnity.

You agree to indemnify, defend, and hold GRTC and its officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Service, any actual or alleged violation of these Terms, and any actual or alleged violation of any applicable law or regulation. GRTC reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

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11. Electronic Communications.

By using the Service, you agree to receive certain electronic communications from us, whether through the Service or by email. You may unsubscribe from certain communications at any time by clicking the appropriate link in the communication. You agree that any notice, agreement, disclosure, or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. All calls, emails, and other communications between you and GRTC may be recorded and stored. All such communications from you shall be treated as user content hereunder.

12. Other Provisions.

A. GRTC Rider Policies. Use of the GRTC Transit System is subject to the Rules of Riding policies, and all applicable law. GRTC reserves the right, without refund of any amount paid, to prosecute and to impose any penalties allowed by law, including, but not limited to, exclusion and citation, upon any person whose conduct violates the Rules of Riding Policies and all applicable law while on the Transit System. You agree to fully cooperate with GRTC Fare Inspectors and street supervisors upon demand to exhibit proof of fare payment in accordance with GRTC Fare Policy.

B. Assignment. You may not assign or transfer these Terms or any of your obligations or licenses received under these Terms, in whole or in part; and any attempt to do so shall be null and void. We reserve the right to assign and transfer these Terms or delegate all or any of our obligations to third parties.

C. Governing Law & Disputes. The laws of the State of Virginia will govern these Terms, as well as any claim that might arise between you and GRTC, without regard to conflict of law provisions.

Any lawsuit or legal action arising from these Terms will be commenced and prosecuted in the courts of Richmond, Virginia. You agree to submit to the personal jurisdiction of the courts located in Richmond, Virginia for the purpose of litigating all such claims.

D. Export Controls. You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (i) into any U.S.-embargoed countries or (ii) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List.

E. Third Party Beneficiaries. Except as stated in Section 2.C above, these Terms are solely for the benefit of you and us and there shall be no third party beneficiaries.

F. Waiver. Our failure to enforce any of the rights and remedies available to us with respect your breach of these Terms shall not constitute a waiver of such breach nor of any prior, concurrent, or subsequent breach of the same or any other provision of these Terms.

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G. Severability. If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, that provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect and remain fully enforceable.

H. Entire Agreement. These Terms and the Privacy Policy constitute the entire agreement between you and GRTC with respect to the Service and supersedes all prior or contemporaneous understandings regarding such subject matter.

13. Contact Us.

If you have any questions regarding these Terms or the Service, please feel free to contact us at: webcustomerservice@ridegrtc.com

===== **PROPRIETARY** =====

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