



TAP CARDHOLDER AGREEMENT

YOUR FIRST USE OF THE TAP SMART CARD SIGNIFIES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS TAP CARDHOLDER LICENSE AGREEMENT.

1. DEFINITIONS

- 1.1 The Card — The Card is the Transit Access Pass (TAP) Smart Card licensed to Cardholders to pay transit fares on participating transit systems. The Card is the property of the LACMTA (Metro), the Card Issuer. Each Card is uniquely identified by a serial number printed on the back of the Card. Cards may be personalized with a photo of the Cardholder (see Section 2.2).
- 1.2 Cardholder — The Cardholder is the bearer of a Card. A Card is non-transferable, and must be retained by the bearer for the duration of the trip. Balance Protected and/or Personalized cards, may only be used by the person associated to the specific card.
- 1.3 Service Providers — Service Providers are Metro and other transit agencies participating in the TAP program. See attached list of participating operators.
- 1.4 TAP Service Center — The TAP Service Center is an agent of Metro. The TAP Service Center's responsibilities include, but are not limited to: providing information, handling requests to add value to Cards, registering Cards to a particular individual, implementing Autoload (see Section 7.1 below), and managing reports of lost or stolen Cards. All communications between the Cardholder and the Card Issuer, are handled by the TAP Service Center.

2. CARD ISSUANCE

There are two types of Cards that can be issued to a customer:

- 2.1 Non-personalized card – Non-personalized cards are those which do not identify the cardholder by name and/or photo on the front face of the card. Non-personalized cards are sold by Service Provider sales locations and third party vendor locations. Non-personalized cards are eligible for Balance Protection but require the Cardholder to enroll in the Balance Protection program (see Section 7.2). Non-personalized cards are subject to the card acquisition fee (see Section 10.1).

2.2 Personalized card – Personalized cards are cards that identify the Cardholder assigned to the Card by name and/or photo on the front face of the card. Personalized cards are automatically enrolled in the Balance Protection program (see Section 7.2). Personalized cards are subject to the card acquisition fee (see Section 10.1) and any other fees that may apply to the particular program to which the Cardholder belongs. Personalized card programs include the following:

2.2.1 Reduced Fare TAP Cards – Cards issued to customers who have applied to the TAP Service Center and been deemed eligible for fare discounts on participating Service Providers including Seniors age 60 and older, Seniors age 62 and older, Seniors age 65 and older, Students enrolled in Grades K-12, and Full-time College/Vocational Students. Proof of eligibility must be provided at the time of card issuance.

2.2.2 LACTOA Disabled TAP Cards – Cards issued to customers who have applied for and been deemed eligible for fare discounts based on disability status through the LACTOA Disabled Identification Card Program.

2.2.3 Service Provider Employee Badges – Cards issued to employees and/or agents of the Service Providers.

2.2.4 Special Programs offered by the Service Providers – Cards issued to participants of Service Provider-sponsored fare programs including employer-sponsored programs, institutional programs, and other fare programs not generally available to the public.

3. **FARE TYPES**

The Cardholder can add or reload three kinds of fare product to his/her Card:

3.1 Stored Transit Value - Stored Transit Value is an electronic transit fare product that is used in a similar fashion to cash for transit, and is accepted only by participating TAP Service Providers. Once stored transit value is purchased by a Cardholder, an appropriate stored transit value for each ride will be deducted from the Cardholder's Transit Stored Value balance when he/she uses his/her Card. All applicable discounts (e.g., senior/disabled, youth, transfer) are automatically applied for eligible patrons. When the stored transit value is depleted, the Cardholder will be responsible for purchasing additional stored transit value for use within the TAP Regional program.

3.2 Transit Pass – A Transit Pass is an electronic equivalent of an existing time-limited transit paper pass that can now be loaded directly onto the Cardholder's TAP card. A transit pass is only valid for use on specified participating transit system(s).

3.3 Transit Stored Rides – Transit Stored Rides are an electronic equivalent of discount ticket books (or tokens) that can be loaded directly onto the Cardholder's TAP card. Transit Stored Rides are only valid for use on specified participating transit system(s).

4. **FARE PAYMENT TRANSACTIONS**

4.1 Each tap of the Card is valid only for one direction on any individual bus or train. Card must have a valid fare product and must be tapped on bus farebox or rail station validator for every trip.

4.2 Card must be shown on demand to operator or fare inspector and may require additional photo ID, as required per the terms on the back of each Card.

4.3 Reproduction of a Card and/or its contents, or possession of a fraudulent Card is illegal and subject to criminal prosecution (PC 483).

4.4 The Card is non-transferable and must be retained by the bearer for the duration of the trip.

4.5 Card fare payment shall be prioritized such that the TAP system will first validate a Transit Pass if present and valid on the transit system on which the Card is tapped. If a valid Transit Pass is not present, the TAP system will then look to deduct a Stored Ride if present and valid on the transit system on which the Card is tapped. Lastly, the TAP system will deduct Stored Transit Value from the Card as payment for services and/or goods provided or supplied shall be in such manner, at such rates or fares, and upon such terms and conditions as stipulated by the applicable Service Provider.

4.6 Where a TAP card holds a valid period Transit Pass (e.g., monthly pass or 31-Day Pass) or Stored Ride, no deduction from the Card's Stored Transit Value will be made unless an up/surcharge is required such as for additional zone travel not covered by the Transit Pass or Stored Ride.

4.7 All fares, including promotional or discount fares of any kind available to a specific category of persons or at specific times or zone areas, are subject to change, review, and withdrawal by the applicable Service Provider(s) at any time, and subject to such terms and conditions as the applicable Service Provider(s) may deem fit.

- 4.8 If a ride costs more than the Transit Stored Value on the Cardholder's Card, TAP will let the Cardholder complete the trip even if the fare exceeds the Card's remaining value so long as the Card's remaining Transit Stored Value is not less than negative \$5.00. Additional Transit Stored Value must be purchased before the Card can be used again and the negative value will be deducted from the Cardholder's Card balance at the time new value is purchased.
- 4.9 If, for any reason, the Card is not accepted for fare payment on a participating Service Provider, you may be asked by the Service Provider to pay your fare in U.S. currency.

5. **ADD FARE PRODUCT TRANSACTIONS**

- 5.1 Payment shall be made by the Cardholder to a Service Provider or a duly authorized agent to add fare product(s) (i.e., Transit Stored Value, Transit Pass, or Transit Stored Rides) to a Card. Card Transit Stored Value may be accepted as payment for certain services and/or goods provided or supplied by any Service Provider. Card Transit Passes or Transit Stored Rides are only valid for use on specified participating transit system(s).
- 5.2 The maximum amount of Transit Stored Value that can be stored on any Card is equal to the highest value period pass available for purchase in the region (\$288 as of March 2008).
- 5.3 The minimum amount of Transit Stored Value that can be loaded on TAP reload equipment varies by reload location.
- 5.4 The Cardholder is required to add value to the Card if the remaining Transit Stored Value balance is zero or negative. If the remaining Transit Stored Value balance is negative, then the amount added to the Card shall be applied first to the negative balance with the remainder becoming the Card's Transit Stored Value balance.
- 5.5 Transit passes may only be loaded to a Card when the pass becomes available for sale subject to such terms and conditions as the applicable Service Provider(s) may deem fit.

6. **CARD LOSS AND DAMAGE**

- 6.1 The Cardholder shall take all reasonable care of the Card to prevent it from damage, defacement, destruction, or loss of any kind.
- 6.2 The Cardholder shall not alter or interfere with the graphic or Card Data of the Card and shall take all reasonable measures and care to ensure that the graphic and Card Data are not interfered or tampered with.
- 6.3 A Cardholder who has damaged or lost a Balance Protected Card, as described in Section 7.2.1, may apply to the TAP Service Center for its cancellation and the issuance of a new Card subject to the deduction or payment of the applicable card replacement fee.
- 6.4 The Cardholder holds the Card at his/her own risk. If the Card malfunctions due to no fault of the Cardholder, he/she may return the Card to the TAP Service Center, and the remaining Card value (e.g., Transit Stored Value, Transit Pass and/or Transit Stored Rides) will be transferred to a new Card.

7. **OPTIONAL FEATURES**

- 7.1 Threshold Autoload Program
- 7.1.1 By setting up Threshold Autoload, the Cardholder authorizes the TAP Service Center to automatically purchase fare product and reload the designated value or pass to his/her Card whenever one of the following occurs: (1) the Cardholder's Transit Stored Value balance falls below \$10; (2) the Cardholder's transit pass is due to expire (i.e., when the next period's pass becomes available for sale); or (3) the number of Transit Stored Rides remaining on the Cardholder's Card falls below five.
- 7.1.2 The Cardholder can set up Threshold Autoload for any of the three fare types (Transit Stored Value, Transit Pass, or Transit Stored Rides); OR the Cardholder can set up Threshold Autoload for Transit Stored Value AND either a Transit Pass or Transit Stored Rides. The list of transit passes and Transit Stored Rides that can be loaded via Threshold Autoload is posted on the TAP website at www.taptogo.net.
- 7.1.3 The minimum amount of Transit Stored Value that can be loaded onto a TAP card via Autoload is \$20.

- 7.1.4 The maximum amount of Transit Stored Value that can be loaded onto a TAP card via Threshold Autoload is as defined in Section 5.2.
- 7.1.5 By setting up Threshold Autoload, the Cardholder agrees to:
 - 7.1.5.1 Ensure that all information provided to Metro through 866-TAPTOGO or on the TAP Threshold Autoload application is true, accurate, and complete. At a future time, the application will be available through www.taptogo.net.
 - 7.1.5.2 Provide a valid debit or credit card account as a funding source for future Threshold Autoload transactions.
 - 7.1.5.3 Authorizes Metro or its Agent, Affiliated Computer Services, Inc. (ACS), to charge the Cardholder's specified debit or credit card account to purchase the fare type specified when calling 866.TAPTOGO or designated on his/her Threshold Autoload application form.
 - 7.1.5.4 Authorizes Metro or its Agent to contact all the relevant parties to verify the information contained on the Cardholder's TAP Autoload application form.
 - 7.1.5.5 Promptly notify the TAP Service Center of any changes to his/her name, address, telephone numbers, or debit or credit card account information. The Cardholder may change the funding source up to three times annually at no additional cost to the Cardholder, after which Metro reserves the right to impose an administrative fee for changes to the funding source. Notification may be done over the phone at 866.TAPTOGO or through the Threshold Autoload application soon to be available through www.taptogo.net.
- 7.1.6 If a Card is set up to load a discount pass (e.g., Student or LACTOA disabled) via Threshold Autoload and the Cardholder becomes ineligible for that pass (e.g., eligibility expires), the TAP Service Center will notify the Cardholder via e-mail, phone, or in writing in advance of the end of the eligibility period that the Cardholder will be ineligible for the discount pass. The Cardholder will be asked to submit a new eligibility application.
- 7.1.7 The Cardholder may terminate Threshold Autoload at any time by mailing or faxing a written request to the TAP Service Center, or by submitting a request via the TAP website at www.taptogo.net when available.

7.1.8 If the Autoload funding source is declined for any reason, the TAP Service Center will contact the Cardholder via mail, e-mail, and/or phone. The Cardholder will have 48 hours to provide a different funding source. One (1) business day is required to process the new funding source. The Card will not be blocked, but no additional value will be added via Threshold Autoload until a new funding source is established. If a new funding source is not provided within 48 hours of the first contact, the TAP Service Center will remove the Card from the Threshold Autoload program and remove the autoloaded product or deduct the autoloaded value, and may block the card from further use.

7.2 TAP Balance Protection

7.2.1 To protect a Card's balance in the event that a Card is lost or stolen, Cardholders may enroll their cards in the Balance Protection program. The Balance Protection program is currently provided free of charge, but the Service Providers reserve the right to assess a fee for Balance Protection at any time.

7.2.2 Once the Cardholder reports a Balance Protected Card lost or stolen and upon payment of the card replacement fee (see Section 10.2), the TAP Service Center will restore the value of the Card's balance at the end of the day the Cardholder reports it lost or stolen and either: 1) Mail the Cardholder a new Card loaded with the confirmed value within one to two business days; or, 2) the confirmed value can be redeemed to a new Card through Autoload within one to two business days subject to certain limitations:

7.2.2.1 Calendar period passes (i.e., those defined by a calendar period such as Sunday through Saturday weekly passes, or a monthly pass valid from the 1st to the last day of the month) will only be replaced for the same calendar period. The TAP Service Center is not responsible for days lost between the time the Card was reported lost/stolen and the receipt of the new Card or Autoload. Any future period passes (i.e., passes that have not yet become valid) held on the card will be replaced in their entirety.

7.2.2.2 Rolling period passes (i.e., those defined by a certain number of days, such as a 31-day pass) will be replaced in their entirety upon receipt of payment from the Cardholder for the portion of the pass used prior to the Card being reported lost/stolen. Any future period passes (i.e., passes that have not yet become valid) held on the card will be replaced in their entirety.

- 7.2.2.3 Transit Stored Value and Transit Stored Rides will be replaced in their entirety as of the end of the business day that the Card was reported lost/stolen.
- 7.2.3 Metro passes can be replaced at designated Balance Protection locations, but may be limited to replacement only during the valid sales period for the pass in question (e.g., weekly passes through Wednesday of the validity period, and monthly passes through the 24th of the valid pass month). Check www.taptogo.net for a list of Balance Protection locations.
- 7.2.4 Cards may be registered by calling 866-TAPTOGO, mailing a Balance Protection application form to the TAP Service Center, or by visiting www.taptogo.net when available. Personalized Cards as described in Section 2.2 are automatically enrolled in Balance Protection.
- 7.2.5 Once the Cardholder reports his/her Card as lost or stolen, use of the Card will be blocked at the end of the business day that the Card was reported lost or stolen.
- 7.2.6 By Balance Protecting his/her Card, the Cardholder agrees to:
- 7.2.6.1 Ensure that all information provided to the TAP Service Center through 866.TAPTOGO or on the Balance Protection application form is true, accurate, and complete.
- 7.2.6.2 Promptly notify the TAP Service Center in writing or via the TAP website of any changes to his/her name, address, and telephone number(s).
- 7.2.6.3 Promptly report a lost or stolen Card to the TAP Service Center.
- 7.2.6.4 Be responsible for the value of all transactions on the Cardholder's Card from the time the Card loss or theft is reported until the end of that business day.
- 7.2.4 Balance Protected Cardholders who elect to receive information about the TAP program may receive email and/or mailings from the TAP Service Center.
- 7.2.5 Cardholder's are not entitled to a refund of Transit Stored Value balance, pass products, or Transit Stored Rides should the Cardholder wish to terminate this Agreement.

8. **CARD VALUE**

The TAP Service Center's master record of TAP activity shall be conclusive evidence of the amount of remaining Transit Stored Value or any other transit fare products on any TAP Card.

9. **CARD EXPIRATION**

Each Card will expire approximately three (3) years after its date of issuance, except for Personalized Cards which will expire based on Cardholder's period of verified eligibility. Following 18 months of Card inactivity or upon card expiration, whichever occurs first, an administrative fee of \$1 per month of Transit Stored Value will be deducted from any remaining Card Transit Stored Value balance.

10. **CARDHOLDER FEES**

TAP Cardholders are subject to the following fees:

- 10.1 Card Acquisition Fee — \$5
- 10.2 Card Replacement — \$5 (unless Card is determined to be defective)
- 10.3 Inactive Card — \$1 per month Transit Stored Value (assessed against any unused Transit Stored Value remaining on expired or inactive TAP cards) following 18 months of Card inactivity or upon Card expiration, whichever occurs first.
- 10.4 Additional fees that may apply for personalized card programs such as employer-sponsored programs, Service Provider employee badges, or LACTOA disabled cardholders, as described in the terms and conditions for those programs.

11. **CONDITIONS FOR SERVICES AND FACILITIES**

While using the services and/or facilities of a Service Provider, the Cardholder shall observe, perform, and comply with the terms and conditions, by-laws, rules, and regulations stipulated by that Service Provider in relation to such services and/or facilities.

12. **RESERVATION**

- 12.1 Metro does not warrant that any particular service and/or facility will be provided by any Service Provider at any time or place.
- 12.2 No warranty is given that operation of the Card or TAP will be available with any Service Provider at any time or place, and the Service Providers shall not be liable for

any loss or damage resulting there from, whether direct, indirect, special or consequential.

12.3 The authorized staff of the Service Providers shall have the right to inspect any Card and the Card Data therein at any time.

12.4 The Service Providers reserve the right to:

12.4.1 Recover any cost, expenses, loss, and damages incurred or suffered by the Service Providers as a result of the Cardholder altering or interfering with the Card Data.

12.4.2 Waive these Conditions or any part thereof against any person.

13. **CONFIDENTIALITY OF INFORMATION**

13.1 The collection, use and security of information obtained from Cardholders is subject to the TAP Privacy Policy, available at taptogo.net. This policy is consistent with Federal and State laws governing an individual's right to privacy and may be amended from time to time, as deemed necessary by the Service Providers. Any changes to the Privacy Policy will be posted on the TAP website at www.taptogo.net, including the date of the amendment.

13.2 All information and data relating to the Cardholder collected by the TAP UFS shall be used by the Service Providers for the purposes of the operation and management of the UFS and shall serve as a source of information and data for transit and/or related services in general but shall otherwise be dealt with in a confidential manner by the Service Providers and the TAP Service Center unless:

(a) the Cardholder expresses written consent; and/or,

(b) the Cardholder indicates at the point of Card registration that he/she would like to receive Participant transit-related information from the TAP Service Center or the Service Providers; and/or,

(c) as required by law or ordered by a court of competent jurisdiction.

13.3 The Cardholder retains the right to review and edit all personal information pertaining to his/her account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the TAP Service Center. The Service Providers may adopt procedures for the

review of such information, including but not limited to charging a fee for processing requests for access to personal information.

14. TERMINATION

14.1 The Service Providers or TAP Service Center may terminate this Agreement at any time and for any reason. If the Service Providers or the TAP Service Center requests, or if the Cardholder wishes, to terminate this Agreement, the Cardholder shall return the Card in proper working condition to the TAP Service Center.

14.2 Upon termination and return of the Cardholder's Card, the Cardholder is not entitled to a refund of any remaining Transit Stored Value, pass product, or Transit Stored Rides. Following termination, the Cardholder will remain responsible for payment of amounts owed under this Agreement. If the Cardholder's Transit Stored Value balance is insufficient to cover outstanding charges, the Cardholder will remain liable for all such amounts. If such unpaid charges are not properly remitted, the Cardholder may become liable for additional service charges, fines, or penalties, in accordance with applicable law.

15. CHANGES TO THIS AGREEMENT

Metro reserves the right to change the terms of this Agreement and any associated policies at any time by providing written notice on the TAP website at www.taptogo.net. The Cardholder will be deemed to have received such notice thirty (30) days after posting of that notice on the TAP website. The Cardholder signifies agreement with the changes when he/she uses the Card after that date.

16. RELEASE AND INDEMNITY

The Cardholder hereby releases Metro from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Card issued to the Cardholder. Neither the Service Providers, their officers, employees, nor their agents will have any obligation or liability with respect to the Cardholder use or the performance of the Card. The Cardholder's sole and exclusive recourse from Metro will be replacement of any defective Card(s). The Cardholder agrees to indemnify, defend, protect, and hold harmless the Service Providers, its officers, employees, and its agents from any and all liability for any loss, damage, or injury to persons or property arising from or related to the Card.

17. FAILURE TO COMPLY

17.1 Failure to comply with any portion of this agreement may result in Metro, the Service Providers or TAP Service Center or any other affiliated agents blocking the use of the Card.

17.2 When the Card is blocked in accordance with 17.1 above, the refund of any remaining value on the Card shall be at the absolute discretion of the Service Providers and subject to such conditions as the Service Providers deem fit including surrender of the Card and deduction of any amount due or payable by the Cardholder to any Service Provider.

18. COMMUNICATIONS

All questions, notifications, and communications shall be addressed to:

TAP Service Center
P.O. Box 811310
Los Angeles, CA 90081
Tel: 866-TAPTOGO
Fax: 213-438-6165
TTY: 213-622-6549
www.taptogo.net