

LINX TRANSIT CARD TERMS & CONDITIONS

This is the agreement between you and The Corporation of the County of Simcoe (the “County” or “us”) with respect to your use of your LINX transit card.

Privacy Policy and Authorization for Information Sharing: You agree that the information provided in your LINX transit card application and any data the County receives as a result of the use of your LINX transit card may be collected, used and disclosed in compliance with the County’s Privacy Policy. The County’s Privacy Policy can be accessed by visiting our website at www.simcoe.ca/dpt/linx (the “LINX website”) and the *Municipal Freedom of Information and Protection of Privacy Act*. Without limiting the generality of the foregoing, if you provide us with an email address or phone number, you hereby expressly authorize us to contact you from time to time by email or phone, for the purpose of managing your account and providing you with services related to your LINX transit card, including confirmation of reloads and verification of accounts. You hereby certify that all information provided by you is correct and that you will notify us if there are any changes to such information.

Your My LINX Account: When you receive a LINX transit card, you must activate it by setting up an account online at simcoe.usetransit.com. Your My LINX Account is a prepaid account used to facilitate payments for LINX transit services. No interest will be paid on your My LINX Account, and any funds put into your My LINX Account are not considered to be deposits insured by the Canada Deposit Insurance Corporation or any other insurer.

LINX Transit Card Use: Every time you ride LINX transit, you tap the LINX transit card lightly on a card reader machine located at the transit vehicle door. The system will automatically deduct the highest fare amount for the route. Upon exiting the vehicle you must tap your card to the reader again so that the system can calculate your ride fare and credit your account, if applicable. When you use the LINX transit card, you authorize the County to debit your My LINX Account for the specific charges incurred per use. We will not authorize a transaction if: (i) there are insufficient funds in your My LINX Account; (ii) your My LINX Account or LINX transit card has been disabled or suspended; or (iii) your LINX transit card has been reported lost or stolen.

Adding Funds to Your My LINX Account: You have two options for adding funds to your My LINX Account. (A) You can load money on your LINX transit card at participating service locations, as listed on the LINX website. (B) You can use the LINX website to load money on your LINX transit card through your credit card.

Automatic Loading: You can authorize us to arrange for your My LINX Account to be automatically topped up when your My LINX Account goes below a minimum balance of your choosing (“Autoload”). This can be done by credit card. You will set the minimum balance and related increase. When your account goes below the indicated balance, funds will be immediately added to your account.

Reload with Saved Payment Method: You can authorize us to arrange for your My LINX Account to be topped up upon your request for an amount you choose from time to time (“Saved Payment Method”) by visiting the LINX website. Your funds will be credited to your My LINX account immediately.

Refused Autoload or Saved Payment Method: If any Autoload / Saved Payment Method transaction is not honoured for any reason, such as your credit card being-cancelled, we: (i) may charge you a fee for the failed refill transaction; (ii) will reverse any provisional credit given to your My LINX Account in respect of the refill transaction; and/or (iii) will suspend or end the Autoload / Saved Payment Method arrangement. Upon confirmation, satisfactory to us, that the funding account has been restored to good status, a new Autoload / Saved Payment Method

arrangement can be established. In addition, an Autoload / Saved Payment Method collection letter may be sent to the address you provided upon registering for your LINX transit card. You will be required to comply with the terms of the Autoload / Saved Payment Method collection letter in order to reactivate your LINX transit card.

Insufficient Funds: Regardless of how you add funds to your My LINX Account, in no event will the County be responsible for not authorizing a transaction if there are insufficient funds in your My LINX Account. If there are insufficient funds, you may be charged an overdraft fee.

Refunds: You may request a refund from the County of the funds that are loaded in your My LINX Account. A processing fee equal to 4% of the total value or minimum \$5.00 to be refunded will apply to all refunds. You may request a refund by attending at the County's customer service location in Midhurst with your Registered LINX transit card and requesting a form (the "Refund Request Form").

Billing Errors & Corrections: We reserve the right to correct the balance of your LINX transit card in the event of a clerical, billing or accounting error. We shall have no liability for any billing error unless you provide us with notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

Replacing Your LINX Transit Card: Safeguard your LINX transit card as you would cash. If your LINX transit card is lost, stolen or damaged, you must report this to Customer Service as soon as possible. We require 24 hours to deactivate your LINX transit card once it is reported as lost or stolen. You will be responsible for all charges on the LINX transit card for a period of 24 hours from the time at which you have notified us that your LINX transit card has been lost or stolen. Any remaining balance on a LINX transit card at the expiration of this 24 hour period can be transferred to a new LINX transit card.

Security: Any log-in personal identification and/or password you are given and/or create in order to obtain access to LINX transit card services are for your use only, and must be kept confidential at all times. The County is not responsible for any access to or misuse of your information if your log-in personal identification and/or password are used by anyone other than you. For security reasons, certain personal information provided by you in your application or any personal information subsequently proposed to be changed will be subject to verification through third party sources. In order to verify such information, we may disclose such information to third parties for verification purposes. You hereby consent to us making these disclosures for the purpose of obtaining such verifications.

LINX Transit Card Ownership and Use: The LINX transit card is the property of the County and can only be used by the original purchaser and any person authorized by the original purchaser. The LINX transit card must be returned to the County immediately upon request. For the avoidance of doubt, employees of the County or the LINX transit operator have the authority to confiscate or request the return of any LINX transit card. The rights associated with the LINX transit card and this Agreement shall apply to the original purchaser of the LINX transit card and to any person using a LINX transit card with the original purchaser's authorization. The LINX transit card may only be used as expressly permitted by the County.

Liability: The County will not be responsible or liable for any delay, damage, loss, expense or inconvenience you or any other person may incur: (i) if the LINX transit card does not work as expected for any reason, including any delay or failure in the processing of any transaction; (ii) if we do not receive a notice from you or your instructions for any reason, or if we delay or fail to act on your instructions, for any reason; (iii) if we do not process a transaction when your My LINX Account has insufficient funds or if your My LINX Account has been suspended; or (iv) if there has been any failure or delay in providing a message to you, or if a message is given to a

person other than you at the contact point(s) provided by you. Additionally, you agree that the County will not be responsible or liable for any other delay, damage, loss, expense or inconvenience you or any other person may incur for any reason whatsoever. You acknowledge and agree that the County is providing to you, via the LINX transit card, a method of payment only for travel on the LINX transit system. Neither LINX, nor its officers, councillors, employees, contractors or representatives shall have any liability to you whatsoever in connection with any delay, damage, injury, loss, expense or inconvenience you or any other person may incur in connection with travel on the LINX transit systems. You agree that the liability of the County or any of its respective councillors, officers, employees, agents, contractors or representatives shall be limited to the greater of \$500 in the aggregate or the amount remaining on your LINX transit card at the time a claim is made.

Changes to this Agreement: The County may amend the terms and conditions of this Agreement at any time, including any rights or obligations you or we may have. The County will post the terms and conditions of the amended agreement on the LINX website. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our website or as otherwise stated in our notice to you. Use of your LINX transit card after the effective date of any change will be deemed to be your acceptance of the change. If you do not accept the changes, your LINX transit card may be cancelled and any balance remaining on your card will be refunded to you at no extra cost.

Questions: If you have a question or concern about your LINX transit card, please call Customer Service at 1-800-263-3199 or email us at info@simcoe.ca. Our interest is to ensure that you are pleased with the LINX service.

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

Governing Law: This Agreement shall be governed by the laws of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of the Province Ontario.