

## **Web Portal End User Terms**

### **START Web Portal - Mobile and Account Based Ticketing ("MABT") Terms and Conditions**

#### **Definitions and descriptions**

Thank you for using the ("START") web portal (the "Web Portal"). The Web Portal is brought to you by Southern Teton Area Rapid Transit (START), with MABT sales provided by Masabi LLC ("Masabi"). These terms and conditions will govern the purchase and use of mobile tickets via the Web Portal and used on any START bus service. START and Masabi may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. This will not affect any existing terms accepted by you when making your purchase via the Web Portal. When accessing the Web Portal, you are also agreeing to be bound by these terms.

#### **The Web Portal**

START grants you the right to access the Web Portal to purchase tickets and access information in accordance with these terms and conditions.

Once you have accessed the Web Portal you will be able to purchase tickets to travel with START. All tickets purchased through the Web Portal are subject to our Rider Rules of Conduct which can be found at <https://www.jacksonwy.gov/564/Public-Notices>.

Once you have created an account, you can choose to create a mobile token or link a physical token (e.g. a Smart Card). Use of tokens are subject to our Rider Rules of Conduct which can be found at <https://www.jacksonwy.gov/564/Public-Notices>. A 'token' refers to a type of fare media which identifies your account and is valid for use on START bus service.

You may use the Web Portal in accordance with these terms and conditions solely for the purposes of purchasing and using tickets, purchasing Stored Value, and accessing transport information for your own personal use and not for any other purpose. The Web Portal is owned by START and may only be used for your own personal use.

The Web Portal is provided to you free of charge. START can suspend access to purchasing tickets through the Web Portal and can do so for any reason.

You must ensure that your mobile device and/or computer has the required version of the relevant operating system to access the Web Portal. You are responsible for all data charges incurred when using the Web Portal with your internet and/or mobile phone provider.

#### **MABT Payments and Use**

##### **Ticket Payments**

START mobile tickets are available to purchase via your mobile phone or computer using the Web Portal. Once you have purchased the ticket it will be delivered as a digital fare to your mobile phone. Mobile tickets sold on the Web Portal are for use on START services only in the times and in the areas as specified at the time of purchase.

The price you pay for the mobile ticket will be valid for the duration on the ticket and any subsequent price changes during the validity of the ticket will not affect the mobile ticket you have already purchased.

Mobile tickets are valid immediately for travel at the time you make your purchase. Mobile tickets can be purchased in advance, but will expire 3 months after purchase, even if not activated or used.

For tickets purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/credit card details will be stored on our systems.

##### **Ticket Use**

A ticket refers to a type of pass valid for use on START bus service, which is purchased on the Web Portal. A ticket may be delivered as a mobile ticket or as a computer file to be printed by the rider.

Your START ticket will be sold to you via START's ticket partner, Masabi. The ticket itself creates a contract between you and START for the provision of the transport services that the ticket allows you to use. It is START that provides these services to you under the ticket and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any START vehicle, the START network, your use of any services provided under your ticket or for your use of the Web Portal).

START mobile ticket(s) are available for download to your registered mobile device and/or computer through the Web Portal.

Mobile ticket(s) must be activated prior to you boarding the bus. When using a mobile phone, please ensure you have sufficient battery charge to show to the driver and/or validate your ticket via an onboard validation device and for the whole duration of your journey, as START does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device. If you are unable to display the mobile ticket on your phone, the full cash fare must be paid. No refund will be given.

Paper ticket(s) may be printed from your computer. Please ensure possession of your paper ticket for the whole duration of your journey to show to the driver and/or validate your ticket via an onboard validation device, as START does not accept any liability for any loss you may incur in the event that you lose your ticket. If you are unable to present the paper ticket, the full cash fare must be paid. No refund will be given. You may be asked to show your ticket to any member of staff employed by START.

Your ticket must be displayed clearly on the mobile phone screen to the operator every time you board a START bus, or when requested by a police officer or bus operator to view the mobile ticket. The ticket must be retained during your entire trip on a START vehicle. Failure to show a valid ticket is considered fare evasion and is subject to enforcement actions according to START policy. If you are unable to show a valid ticket, you may be subject to a fine or other enforcement action. If the ticket has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased.

START reserves the right to refuse travel on invalid mobile tickets or if used on a stolen phone. Monthly commuter passes are not transferable and may only be used by the registered phone user, and mobile tickets do not give you priority over other passengers. The registered phone user may purchase mobile tickets for members of their travelling party, but each person must be properly ticketed to board the bus. Paper tickets may not be photographed, photocopied, screenshot, or otherwise duplicated.

The security of your mobile phone, computer or ticket is your responsibility. In the event that the paper ticket or your mobile phone is lost or stolen, START will not provide a duplicate or replacement ticket.

## **ABT Payments**

START shall use any of the following mechanisms to receive payment for travel: \* (1) prepaid stored value ("Stored Value"); or (2) contactless pay as you go ("Contactless Payment"), where a token (i.e., SmartCard) holds sufficient value to be valid for use on a START vehicle.

Stored Value can be loaded to your Stored Value Account using an iOS or Android device in any of the following ways\*:

- (1) payment by a valid debit or credit card via the Web Portal;
- (2) cash payment at START headquarters or Jackson Town Hall;

(3) debit or credit card at START headquarters or Jackson Town Hall.

Stored Value will be displayed in the 'Account Balance' section of the Web Portal. START is not responsible for your device functionality, display condition, including lack of power to display the proper information for proper payment of fares.

Physical Smart Cards can also be used to travel with Stored Value and are available at START headquarters and Jackson Town Hall (subject to change).

A fee of \$5 shall be applied to any transaction where a Smart Card is issued. Any total value loaded to Stored Value will be less any negative balance held prior to the transaction, plus any card fees (where applicable).

For Stored Value purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/credit card details will be stored on our systems.

### **Token Validation**

The security of your token, bank card, mobile phone, physical Smart Card, and Accounts, are your responsibility. START assumes no responsibility for any damaged, lost or stolen bank cards, mobile devices or Smart Cards. START will not provide a duplicate or replacement bank card.

Please ensure you have sufficient battery charge to show to the driver and/or validate your token via an onboard validation device, as START does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

The appropriate balance must be loaded prior to boarding a transit vehicle. Please allow time for the Web Portal to load whilst waiting for the bus. If you are unable to display a token on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your token to any member of staff employed by START or local police.

START reserves the right to refuse travel on invalid tokens or if used on a stolen phone. Tokens are not transferable and may only be used by you and may not be shared, and tokens do not give you priority over other passengers.

If using a mobile token, it must be displayed clearly on the mobile phone screen to the operator or validator every time you board a START bus, or when requested by a police officer or bus operator to view a token. The token must be retained during your entire trip on a START vehicle. Failure to show a valid token is considered fare evasion and is subject to enforcement actions according to START policy. If you are unable to show a valid token, you may be subject to a fine or other enforcement action.

If a Smart Card has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the Web Portal you will also delete your tokens. If you reinstall the Web Portal on the same device it was deleted, you will be able to display your token. You cannot print or transfer tokens.

Your START token will be issued to you via START's partner, Masabi. Loading of Stored Value via the Web Portal or utilisation of a Smart Card creates a contract between you and START for the provision of the transport services that a token allows you to use. It is START that provides these services to you under a token and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any START vehicle, the START network, your use of any services provided under a token or for your use of the Web Portal).

START is not responsible for any refunds or credits as a result of card clashing. Card clashing happens when you accidentally touch more than one bank card and/or Smart Card on the payment reader at the same time. You must keep your Contactless Payments and Smart Cards away from each other when utilising the payment reader to ensure the correct fare is paid. The “correct fare” is defined as paying no more than the published START fare for your journey at the time of transaction(s). In order to pay the right fare, you must also use the same token (Mobile or Smart Card, when paying fare at the payment reader. START is not responsible for any refunds or credits as a result of you using multiple tokens.

Each rider who loads Stored Value via the Web Portal or utilises a Smart Card creates a contract with START for transport services. START hereby indemnifies Masabi for any liability to you in relation to these services or their availability or performance (including any use or access to any START operated vehicle, the START network, any use of any services provided of a Mobile Account Contactless Payment or any use of the Web Portal).

For any ticket or token purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/credit card details will be stored on our systems.

## **PRICES AND RECEIPTS**

### **Tickets**

When you purchase a ticket or on the Web Portal, you will be notified of the price before you confirm your purchase. For information on fares please visit the START fare information web page at <https://www.jacksonwy.gov/396/Fares>. Once you complete your purchase, a receipt will be emailed to the email address you provided.

### **Account Based Ticketing**

A minimum single transaction amount of \$1 must be loaded to your Stored Value Account, with a maximum single transaction amount of \$500 (subject to change). The ‘Account Based Ticketing Payment’ section above describes the ways in which value can be loaded to the account.

You shall keep a balance equivalent to that of START’s required standard fare payment to board the vehicle. Where you hold a negative Stored Value Account balance of greater than \$8.00, you shall be denied boarding on the vehicle for having insufficient funds available, unless the account is fare capped, in which a positive balance is required following the completion of the fare capped period. You shall pay all costs, including attorney’s fees, incurred by START to collect any monies due to START.

For more information on fares please visit the START fare information web page located at <https://www.jacksonwy.gov/396/Fares>.

## **DISCOUNT FARES**

Seniors 60+ and students in elementary, middle, and high school, ages 8-19, are eligible for discount fares. Only eligible individuals may use a discounted mobile ticket or make a discount fare payment through a Mobile Account or Smartcard Account. You must be able to present proof of eligibility when identifying your Mobile Account or Smart Card Account for a discounted fare. START is not responsible for refunding or crediting Mobile Account or Smartcard Account balances due to your failure to properly identify your account at the time of any transaction. Unauthorised use of discounted fare programs is a form of fare evasion and will be enforced according to START policy. For more information on discount fares please visit the START fare information web page at <https://www.jacksonwy.gov/396/Fares>.

## **REGISTRATION OF ACCOUNT BASED TICKETING ACCOUNTS**

You may register multiple tokens including, but not limited to, mobile barcodes through the Web Portal and Smart Cards. Riders choosing a Smart Card Account are not required to register, and can remain anonymous, however you will lose the ability for START to temporarily close the account in the event of a lost or stolen Smartcard or have the availability to potentially other promotional offers and account benefits made through information gained during the registration process. If you opt to utilise a Mobile Account, you must first register for an Account on the Web Portal.

Where you register a Mobile Account with full access to your transaction history and other information, in addition to an email address, you may be required to provide certain other information ("Registration Data"). The following conditions will apply to all of your Registration Data:

- you agree that the Registration Data provided by you 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 the Web Portal without notice.
- 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 shall not access or use, or attempt to access or use, the Web Portal using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify START of any unauthorised use of your User ID or password.
- you may be asked via an email message from START or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by START without notice. Once your account has been deleted, your account information may be retained or removed by START 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.

If you opt to utilise a Smart Card, registration is available through <http://start.justride.tickets>. When you choose to register for an Account with full access to your transaction history and other information, in addition to an email address, you may be required to provide certain other information ("Registration Data") as well.

- you agree that the Registration Data provided by you 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 the Web Portal without notice.
- 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 shall not access or use, or attempt to access or use, the Web Portal using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify START of any unauthorised use of your User ID or password.
- you may be asked via an email message from START or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by START without notice. Once your account has been deleted, your account information may be retained or removed by START 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.

## **AVAILABILITY & UPDATES**

### **Tickets**

The mobile ticket can be used on all START bus service, except as indicated on the ticket. Travel is based on fare applicability on START service 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 trip on a START vehicle until you have a valid ticket. Once purchased, the mobile ticket will specify the fare type, the validity of the ticket and its expiration date.

The paper ticket can be used on all START bus service, except as indicated on the ticket. Travel is based on fare applicability on START service at the time of purchasing a ticket. The paper ticket is valid from time of purchase. You may not start your trip on a START vehicle until you have a valid ticket. Once purchased, the paper ticket will specify the fare type, the validity of the ticket and its expiration date.

### **Account Based Ticketing**

A token can be used on all START bus services, except as indicated on the ticket. Travel is based on fare applicability on START services at the time of boarding the service. You may not start your trip on a START vehicle until you have a valid token.

START has the right, at its sole discretion, to suspend access to a Mobile Account or Smartcard Account available through the Web Portal at any time and for any reason, with or without notice. Except when START suspects fraudulent activity or believes that a rider is seeking to access or use the Mobile Account or Smartcard Account other than in accordance with these Terms, START will use reasonable efforts to only suspend access when carrying out maintenance on the App, or Masabi's systems for supporting it.

### **CHANGES, REFUNDS AND REPLACEMENTS**

All refund requests will be reviewed on a case-by-case basis. In general, tickets and tokens cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to Web Portal service disruptions. The decision to replace, change, cancel or refund a ticket or token is made at START's sole and absolute discretion. You can submit a request for a refund by calling START support line (307) 733-4521. Please note that where a refund is made it shall be for the ticket or token price only. Any other associated fees are non-refundable. Neither START nor Masabi shall be obliged to replace, change, cancel, or replace a ticket or token when START has reason to believe that the circumstances prompting the refund, change, cancellation, or replacement is the result of fraud.

### **DATA CHARGES**

The Web Portal is free, but data charges may be incurred to you by your cell phone or internet network provider. You are responsible for any such costs. START will not take responsibility for any connectivity issues you may experience. You do not need to have a functional wireless internet data connection in order to board vehicles.

### **TERMINATION AND INACTIVE ACCOUNTS**

If you violate these Terms or any policies or guidelines posted on the Web Portal, then START shall have the right to immediately terminate your access or block accounts to use the Web Portal and all access to your Mobile Account or Smartcard Account. START reserves all of its other rights at law and in equity.

An "Inactive Account" occurs when an account has been inactive for more than one (1) year. If START closes an Inactive Account, the remaining funds in the Inactive Account shall become the property of START and the Account will be closed.

### **MATERIALS, OWNERSHIP, AND RESTRICTIONS ON USE**

The Web Portal is operated by START and is either owned by START or its third party licensors (including without limitation Masabi) and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of START or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile in the course of your use of the Web Portal),

reproduce, republish, upload, post, transmit or distribute the Web Portal or any of its content without the prior written permission of START and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the Web Portal except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the Web Portal. Use of the Web Portal is conditioned on acceptance of the terms and conditions of this agreement. By using the Web Portal, you agree to such terms and conditions. The Web Portal is supplied to you by START and neither Masabi nor any of START's other third-party licensors shall have any liability to you arising out of or in connection with the Web Portal.

Wyoming law applies to these terms and conditions and users agree the sole judicial forum for the adjudication of any matters arising under or in connection with Web Portal, and consent to the jurisdiction of, the courts of the Ninth Judicial District, State of Wyoming, or the United States of America for the District of Wyoming.

## **LIABILITY DISCLAIMER**

In no event will START 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 Web Portal, 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. In no event will Masabi be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of or in connection with your use or access to any token or the Web Portal, 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. Neither START nor Masabi shall be liable 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 Web Portal or any token. Nothing in these terms and conditions shall exclude or limit a person'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. Neither START nor the Town of Jackson waive governmental immunity, and retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of the Web Portal.

## **LEGAL RESPONSIBILITY**

START may amend or update these Terms from time to time. Whenever you make a transaction via the Web Portal, you will be asked to confirm your acceptance of the most up-to-date version of these Terms. If you do not agree to any changes, you shall not be permitted to use the Web Portal.

These Terms (as may be amended, updated, or supplemented from time to time) are intended by START to set out the entire agreement between START and riders with respect to a riders' use of, and the provision by START, of the Web Portal. The use of Mobile Accounts and Smartcard accounts, and any transactions made through the mechanisms described in the 'MABT Payments' section, are governed by the laws in force in Wyoming and the United States.

If you lose your mobile phone with a valid ticket or token saved on it, please call our customer support number at 307-733-4521 where you can request that any tokens associated with your account be blocked. Any tokens remaining on your account can be transferred to your new mobile phone.

START may cease to operate the service at any time, in which case the values of any balance associated with unused tokens at that time will be refunded.

## **DATA COLLECTION**

When utilising the Web Portal or a registered Smart Card, you acknowledge and agree that both START and Masabi will collect and store certain personal information about you and your travel including, but not limited to:

- Name
- Zip Code
- Payment history (including your debit and/or credit card details)
- Travel history (up to six months)

## **SUPPORT**

If you have any questions or problems with the Web Portal, please contact  **START** Customer Care at <https://www.jacksonwy.gov/621/Contact-START-Bus>.