

YCATPASS CARDHOLDER LICENSE AGREEMENT

YOUR FIRST USE OF THE YCATPASS CARD MEANS YOU ACCEPT THE TERMS AND CONDITIONS OF THIS YCATPASS CARDHOLDER LICENSE AGREEMENT.

1. DEFINITIONS

1.1 The Card – is the YCATPass Card licensed to Cardholders to pay transit fares on the YCAT transit system. The Card is the property of YCIPTA, the Card Issuer. Each Card is uniquely identified by a serial number printed on the back of the Card.

1.2 YCIPTA – is the Yuma County Intergovernmental Public Transportation Authority the agency that administers, plans, operates and maintains the YCAT system.

1.3 YCAT – is the Yuma County Area Transit system.

1.3 Cardholder – is the bearer of a Card.

1.4 Service Provider – YCIPTA.

1.5 Registered Card – is a Card for which the Cardholder has provided a valid name, address, phone number and email address (if available) for the creation of a record in the YCATPass customer database.

2. CARD TYPES

2.1 There are 3 types of YCATPass Cards are available:

2.1.1 Basic Cards – These Cards are available for use by all Cardholders.

2.1.2 Discounted Cards – These Cards are available for Cardholders eligible for students, senior 65 years of age or older, Medicare card holders, YCAT OnCall ADA card holders or persons with disabilities with a YCAT Discount Card used.

2.1.3 Class Pass – For class field trips (Up to 5 adults and 40 students).

3. FARE PAYMENT TRANSACTIONS

3.1 YCIPTA determines the fares and other conditions for use of the YCATPass on the YCAT transit system.

3.2 For cash transactions, the value of each ride is deducted from the Cardholder's cash balance when he/she uses his/her Card.

3.3 All fares, including promotional or discount fares, are subject to review, change, and withdrawal by YCIPTA any time.

3.3.1 If the Cardholder is eligible for a discount, YCIPTA's existing policy for cash discounts shall determine whether a discount cash fare is deducted at the point of use.

3.4 If a ride costs more than the cash value on the Cardholder's YCATPass Card, the passenger would need to add more cash value prior to riding with the YCATPass Card again.

3.5 If, for any reason, the Card is not accepted for fare payment on a YCAT bus, the Cardholder may be required to pay the fare in cash.

4. ADD VALUE TRANSACTIONS

YCAT may require a minimum add value amount when the Cardholder acquires the Card. The maximum amount of cash value that can be stored on any Card is \$300. If a Cardholder tries to load cash that causes the Card balance to exceed \$300, the entire transaction will not be processed. The Cardholder is responsible for knowing his/her balance.

5. CARD LOSS AND DAMAGE

5.1 The Cardholder shall not alter or interfere with the graphic or data of the Card and shall take care to ensure that it is not interfered or tampered with. Cards that have been visibly altered will be considered damaged and not defective.

5.2 Balance Restoration for Lost, Stolen and Damaged YCATPass Cards:

5.2.1 Only a Registered Card is eligible for card balance protection in the event that a Card is lost, stolen or damaged. A Cardholder may apply with YCIPTA for the cancellation of a lost,

stolen or damaged Card and the issuance of a new Card. A minimal fee will be charged for a new Card.

5.2.2 The Cardholder is responsible for any payments made with the Card up until the end of the day on which the Cardholder reports the Card lost, stolen or damaged to the YCIPTA staff.

5.2.3 When issuing a replacement or refund for a lost, stolen or damaged Card, YCIPTA will restore the full value of a Registered Card's balance as of the end of the day that the Card was reported lost, stolen or damaged. If the Cardholder requests a replacement for a damaged Card, YCIPTA will restore the full value of the balance at the time the damaged Card is surrendered for replacement. Period passes (passes valid for a specified time limit) and stored ride products (multiple-ride discounts) that are restored will have the same expiration date as the fare products that were on the original Card.

5.2.4 A Cardholder with a lost, stolen, damaged or defective Discount YCATPass Card may apply for its cancellation and the issuance of a new Discount YCATPass Card in accordance with the policies of the YCAT Discount Card Program.

5.3 Defective YCATPass Cards

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 YCATPass Card to the YCAT office, and transfer any remaining Card value to a new Card if the Card is returned within one year from the date that the Cardholder first used the Card. If YCIPTA determines that the card is not defective but has been damaged, the Cardholder may request a replacement card in accordance with Section 5.2.

6. OPTIONAL FEATURES

6.1 YCATPass Registration:

6.1.1 The Cardholder can register his/her YCATPass Card at the YCAT office by providing a valid name, address, phone number and email address (if available).

6.1.2 All discount Cards issued are in accordance with the YCAT Discount Card Program.

6.1.3 All discount Cards are registered to an individual is not transferable and can be used only by the person identified in the YCATPass Card customer database.

6.1.4 A Card must be registered in order for the Cardholder to receive a copy of the transaction history record from the YCAT office.

6.1.5 YCIPTA may use the contact information associated with Registered Cards to communicate with cardholders about issues related to the Registered Card or the operation of the system per YCIPTA's YCATPass Privacy Policy, as referenced in Section 12.

6.1.6 YCIPTA reserves the right to decline a request to register a Card or to refuse Registered Card services (refunds, card replacement, etc.) in order to prevent fraudulent use or abuse of Registered Card features and benefits.

7. REFUNDS

YCIPTA will not provide a refund for any Cards.

8. CARD VALUE

YCIPTA's master record of the YCATPass Card is the only record YCIPTA shall accept to establish the amount of remaining value on any Card.

9. CARD EXPIRATION

The Cardholder's Card will not expire.

10. CARDHOLDER FEES

The following non-refundable fees will be charged to the YCATPass Cardholder, unless waived by YCIPTA (as of September 1, 2013):

10.1 Initial Card – \$2.00

10.2 Card Replacement and Balance Restoration– \$5.00

10.3 These fees are subject to change at any time by YCIPTA with or without notice.

11. RESERVATION

11.1 YCIPTA does not warrant that any particular service will be provided at any time or place.

11.2 No warranty is given that operation of the Card will be available at any time or place, and YCIPTA shall not be liable for any loss, injury or damage resulting there from, whether direct, indirect, special or consequential.

11.3 The authorized staff of YCIPTA or its Contractor shall have the right to inspect any Card and the Card Data therein at any time.

11.4 The authorized staff of YCIPTA shall have the right to confiscate a YCATPass Card if it is determined in the exercise of their sole discretion that the individual using the Card is ineligible for the discounts granted therein or if it is determined that the Card is otherwise being used fraudulently.

11.5 YCIPTA reserves the right to:

11.5.1 Recover any cost, expenses, loss, and damages incurred or suffered by YCIPTA as a result of Card alteration or interfering with the Card Data.

11.5.2 Waive these conditions or any part thereof against any person.

12. CONFIDENTIALITY OF INFORMATION

12.1 The collection, use and security of information obtained from Cardholders is subject to YCAT's YCATPass Privacy Policy, as amended. 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 YCIPTA. Any changes to the Privacy Policy will be posted on the YCAT website, www.ycat.az.gov, including the date of the amendment.

12.2 All information and data relating to the Cardholder collected by the YCATPass shall be used by YCAT for the purposes of the operation and management 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 YCAT unless:

(a) The Cardholder's express written consent has been obtained; and/or

(b) Otherwise required by law or ordered by a court of competent jurisdiction.

12.3 The Cardholder retains the right to review and edit all personal information pertaining to his/her Registered Card 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 YCAT office. YCAT is only able to provide transaction history data for the prior 60-day period. YCIPTA 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.

13. TERMINATION

13.1 YCIPTA may terminate this Agreement at any time and for any reason.

14. CHANGES TO THIS AGREEMENT

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

15. RELEASE AND INDEMNITY

The Cardholder hereby releases YCIPTA from any and 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 or the Agreement. Neither YCIPTA, its officers, employees, or vendors

will have any obligation or liability with respect to the Cardholder use or the performance of the Card. The Cardholder's sole and exclusive remedy from YCIPTA will be replacement of any defective Card(s). The Cardholder agrees to indemnify, protect, and hold harmless YCIPTA, its officers, employees, and its vendors from any and all liability for any loss, damage, or injury to persons or property arising from or related to the Card and/or the Agreement.

16. FAILURE TO COMPLY

16.1 Failure to comply with any portion of this agreement may result in YCIPTA blocking the use of the Card.

16.2 When the Card is blocked in accordance with Section 16.1 above and subject to such conditions as YCIPTA deems fit including but not limited to the surrender of the Card and deduction of any amount due or payable by the Cardholder to YCIPTA.

17. COMMUNICATION

Please address all questions, notifications, and communications to:

YCIPTA

Attn: YCATPass

2715 E. 14th Street

Yuma, AZ 85365-1900

Tel: 928-783-2235

TTY/TDD: 711

Fax: 928-783-0309

www.ycat.az.gov