

MARIN ACCESS PASSENGER PORTAL E-CLIENT ACCOUNT TERMS OF USE

Effective: January 4, 2021

These Terms of Use (the "Agreement") constitute a legally binding contract between you ("you" or "your") and the Marin County Transit District ("MCTD") that governs your use of the Marin Access Passenger Portal website at <https://booking.marinaccess.org> (the "Site"), the user account which you have set up within the Site (your "E-Client Account"), and any associated services (collectively, the "Service") owned and operated by MCTD, which are ordered through the Site. This Agreement affects your rights and should be read carefully.

- 1. Registration and Use of a Client Account.** You must have the power to enter into a binding contract with MCTD and not be barred from doing so under any applicable laws. If MCTD discovers now or in the future that you do not meet the foregoing eligibility requirement, you understand and agree that your account and/or your access to your E-Client Account may be temporarily or permanently suspended or may be revoked or terminated immediately.
- 2. Terms and Conditions.** By using the Site and/or the Service and/or by completing the registration process for your E-Client Account, or by adding funds to your E-Client Account and clicking on "I Agree to the Terms and Conditions," you agree to be bound by this Agreement. If you do not agree with the terms of this Agreement, you must not access or use E-Client Account.
- 3. Modifications of Terms and Conditions.** MCTD reserves the right, at any time, to change, add, or modify the terms and conditions of this Agreement. Notice of any such changes will be posted on the Site. Your continued use of the Site and your E-Client Account after the effective date of any changes, as set forth in the notice, shall be deemed your acceptance of any such changes.
- 4. Pricing Schedules.** You acknowledge that your use of the Services are subject to Marin Access fares and fare conditions, as stated in the effective version of the Marin Access Rider's Guide (the "Guide"). MCTD may, in its sole discretion, modify the fares and fare conditions, which will be effective upon appropriate amendments to the Guide.
- 5. Accuracy of Personal Information.** In consideration of your use of the Site and the Service, you agree to provide true, accurate, current, and complete information about yourself when completing your profile and setting up your E-Client Account, and to maintain true, accurate, and current information when updates are required. If you provide any information that is untrue, inaccurate, not current, or incomplete, or MCTD has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, MCTD has the right to suspend or terminate your E-Client Account and refuse any and all current or future use of the Service (or any portion thereof)
- 6. General Payment Information.** In order to access Services through the Site, you are required to maintain a balance in your E-Client Account, which is sufficient pay for the desired Services. Funds can be added to your E-Client Account by using the secure payment feature on the Site. The amount of any individual deposit to your E-Client Account must be at least \$20.00 and is limited to \$100.00. Also, note that the balance for your E-Client Account may not exceed \$250.00, at any one time. There is no fee for opening an E-Client Account. Funds in your E-Client Account will not accrue interest, are non-transferrable, and may be used only to purchase Services on your own behalf.
- 7. Payment for Services.** When you book Services through the Site, the cost of those Services will be deducted from your E-Client Account at the time the Services are booked. If you cancel any Services and provided that the cancellation is in accordance with the terms and conditions set forth in the Guide, then the funds previously deducted will be returned to your E-Client Account. If Services are not cancelled in accordance with the

terms and conditions set forth in the Guide, or if you are a No-Show (as defined in the Guide), you may be charged for those Services, and no amounts will be returned to your E-Client Account.

8. **Refunds.** While your E-Client Account remains active, the funds contained in your E-Client Account are non-refundable. If you close your E-Client Account in accordance with the account closure process outlined in the Guide, any remaining funds in your E-Client Account will be refunded to you, as described in the Guide.
9. **Payment Processing.** All payment processing (including debit, credit card, or EFT processing) on the Site is conducted by third-party payment processors contracted by MCTD. Whenever you input payment information through the Site, that information is entered on a secure portal owned and controlled by the payment processor. MCTD does not collect or retain any payment information from you. All payment processors contracted by MCTD are required to comply with the Payment Card Industry Data Security Standards in connection with accepting, processing, storing, or transmitting payment information to maintain a secure environment. However, no standards are fail-safe. By using the Site and your E-Client Account, you agree that MCTD will not be responsible for and will have no liability whatsoever for any breach of security or exposure of payment information which occurs as a result of a third-party payment processor's acceptance, processing, storage or transmission of your credit card information.
10. **Termination of Services.** These terms will remain in full force and effect while you use E-Client Account. You can stop using E-Client Account at any time. If you (i) engage in any conduct which MCTD, in its sole discretion, considers to be unacceptable; or (ii) breach this Agreement (or any part thereof), MCTD may discontinue providing the Services and/or suspend your access to your E-Client Account. You agree that any termination of your access to the Service or to your E-Client Account under any provision of this Agreement may be affected without prior notice, and acknowledge and agree that MCTD may immediately deactivate or delete your account and/or bar any further access to the Site. Further, you agree that MCTD shall not be liable to you or any third-party for any termination of your access to the Site.
11. **Links and Third-Party Content Disclaimer.** You acknowledge and agree that MCTD has no control over any third-party sites to which the Site links including, without limitation, sites operated or controlled by payment processors. Any such links are provided solely as a convenience, and MCTD makes no representations and offers no warranties as to the nature, scope, quality, purported results, or any and all other items, materials, aspects, or content contained on the linked sites. MCTD bears no responsibility and exerts no control for and over the relationship that you have with such third-party sites and makes no representations regarding the terms or conditions such sites may impose upon you. MCTD reserves the right, at its sole discretion, to feature, describe, and present third-party content, software, and materials on the Site, the use of which shall be governed and controlled by such third-party's respective terms and conditions of use. Any personally identifiable information you provide to any linked sites are collected by that site, and MCTD makes no representations or warranties whatsoever regarding the use of any such information by the owners of such sites.
12. **License.** Subject to your compliance with this Agreement, MCTD grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to: (i) access and use the Site and your E-Client Account solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Site, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by MCTD and MCTD's licensors.
13. **Intellectual Property Rights.** Any and all works of authorship, inventions, discoveries, trademarks, service marks, or other intellectual property contained in or related to the Site, descriptions, and other materials MCTD describes on or furnishes through the Site (collectively, "Intellectual Property") are the sole property of MCTD or its third-party licensors and are protected to the fullest extent possible by copyright, trademark and other intellectual property laws, and you shall have no right, title, or interest under any such Intellectual Property except as expressly permitted hereunder. You are strictly prohibited from copying, preparing derivative works of, reproducing, retransmitting, distributing, publishing, commercially exploiting, or otherwise transferring any such materials in any format or medium whatsoever. You acknowledge that certain information regarding you and your use of the Site may be used by MCTD, on an anonymized basis, for statistical, analytical, marketing or other purposes, and you

hereby grant to MCTD a non-exclusive, irrevocable, worldwide, fully paid-up, royalty-free license, with right of sublicense, to utilize such information for the purposes specified herein.

14. **Your Account and Password.** You are solely responsible for safeguarding and maintaining the secrecy and confidentiality of your E-Client Account and related information and any personally identifiable information that are used to access your E-Client Account. Any use of your E-Client Account is your sole responsibility, including those instances where a party other than you uses that account. You accept responsibility for all activities that occur under your account or password, whether or not you authorized that activity. You should immediately notify MCTD of any unauthorized use of your E-Client Account.
15. **Disclaimer of Warranties and Limitation of Liability.** THE SITE, YOUR E-CLIENT ACCOUNT, AND ALL OTHER SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MCTD DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION OR SERVICE PROVIDED BY THE SITE UNLESS OTHERWISE SPECIFIED IN WRITING, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MCTD DOES NOT GUARANTEE THAT THE MATERIALS, INFORMATION OR SERVICES PROVIDED THROUGH THIS SITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL MATERIALS. MCTD SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES IN ANY EVENT, EVEN IF ADVISED BEFOREHAND OF SUCH DAMAGES AND IN NO EVENT SHALL MCTD BE LIABLE FOR SUCH DAMAGES RESULTING FROM YOUR USE OF THE SITE OR THE SERVICES. TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MCTD SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO THE SITE OR THE SERVICES INCLUDING THAT WHICH MAY BE DUE TO MCTD'S ACTUAL OR ALLEGED NEGLIGENCE, UNLESS OTHERWISE SPECIFIED IN WRITING.
16. **Privacy.** MCTD may collect information about you and your use of the Site and/or the Services offered through the Site. Use and disclosure of such information is governed by MCTD's Privacy Policy, which is posted at <https://marintransit.org/privacy-policy>. MCTD's Privacy Policy may be amended in the future. By using the Service, you agree to the terms of our Privacy Policy.
17. **Guide.** The Guide contains more detailed information regarding the Services and the policies of the MCTD with respect to the Services. By using the Site and the Services, you agree to the terms and policies set forth in the Guide and agree that the Guide is incorporated into this Agreement by this reference.
18. **Miscellaneous.**
 - a. **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.
 - b. **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.
 - c. **Entire Agreement.** This Agreement, the Guide, MCTD's Privacy Policy and any operating rules posted on the Site or provided to you in writing through MCTD customer support constitute the entire agreement between

you and MCTD with respect to your use of the Site, your E-Client Account and the Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

- d. Applicable Law. This Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions.
- e. Waiver. Any waiver of MCTD's rights must be in writing and signed by a duly authorized representative of MCTD. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- f. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.