

ECOPASS PROGRAM PARTICIPATING EMPLOYEE TERMS AND CONDITIONS

Introduction

These Terms and Conditions are intended to outline usage guidelines and requirements for Winnipeg Transit's EcoPass Program ("EcoPass Program"). Please carefully review these Terms and Conditions, and if you have any questions or comments, please contact Winnipeg Transit.

Definitions

"EcoPass Product" means an electronic calendar month or 28-day Transit Pass under the EcoPass Program that has been loaded on a Smart Card;

"Website" means Transit's online system which:

- (a) allows the Agent to order new Smart Cards and manage Participating Employees' Smart Cards;
- (b) allows Participating Employees to register existing Smart Cards; and
- (a) allows all users to load Transit fare products onto Smart Cards or query recent Smart Card transactions

"Smart Card" a pre-paid contactless card utilized for fare payment on Transit vehicles.

By accepting these Terms and Conditions you agree:

1. You are entitled to no more than one (1) EcoPass Product per calendar month or 28-day period, as the case may be.
2. You are permitted to have no more than one valid EcoPass Product in your possession at any given time.
3. All sales of Smart Cards and EcoPass Products are final and refunds or credits are not permitted.
4. **A minimum of 48 hours after purchase must be allowed for activation of EcoPass Product onto your Smart Card before it will be usable on a Winnipeg Transit bus.**
5. EcoPass Products loaded onto your Smart Card are for your exclusive use for the primary (but not exclusive) purpose of transportation between your residence and your place of employment, and for the purposes of work on behalf of your employer.
6. Your Smart Card and EcoPass products are not transferable and may not be used by another person.
7. You must not share, give away, resell, barter or otherwise distribute your Smart Card with or to any other person.
8. You may not load any other full-fare Winnipeg Transit fare products onto your Smart Card in addition to the EcoPass Product. To purchase full-fare Winnipeg Transit fare products, you must purchase a supplemental Smart Card.
9. Your employer may share your information with Winnipeg Transit for the sole purpose of administering the EcoPass Program. Winnipeg Transit will not sell your information to third parties.
10. You are responsible for the safe custody of you Smart Card and in the event your Smart Card is lost, stolen or damaged, you will be charged for a replacement Smart Card at a rate consistent with Winnipeg Transit's fee structure, as amended from time to time.
11. Your employer may contact Winnipeg Transit on your behalf for the purposes of reporting a lost or stolen Smart Card.
12. Winnipeg Transit has your permission to act on your behalf with respect to tracking and/or locating lost or stolen Smart Cards.
13. Winnipeg Transit or your employer shall not be liable to you for lost, stolen or confiscated Smart Cards or EcoPass Products purchased by you.
14. Balance protection on lost or stolen Smart Cards will only apply if you register your Smart Card with the Website.
15. Smart Cards and EcoPass Products remain the property of Winnipeg Transit and their use can be revoked for misuse, tampering, damaging or any fraudulent use.
16. Winnipeg Transit may terminate the Ecopass Program at any time
17. Winnipeg Transit fares are subject to change without notice and may be amended by Winnipeg Transit from time to time

By signing below, you agree to these Terms and Conditions. You represent that you have fully read and understood and that you have full capacity to accept these Terms and Conditions.

Print Name: _____

Signature: _____

Date: _____