

## Terms and Conditions

### FAREPAY Card Terms and Conditions

The FAREPAY Card<sup>1</sup> is UTA's fare media for use on fixed-route buses, TRAX, FrontRunner, and streetcars. It uses an account-based technology to load and store funds for fare payment. The FAREPAY Card does not entitle its user to a specific fare price or fare program. UTA reserves the right to increase fares and the cost of fare programs in accordance with applicable laws and regulations. FAREPAY Cards cannot be redeemed for cash.

These terms and conditions constitute your FAREPAY Card Agreement ("Agreement") and apply to all activities associated with the use of your FAREPAY Card. These activities include, but are not limited to, purchasing, activating, registering, using, reloading, transferring, and cancelling your FAREPAY Card. Please read the Terms and Conditions carefully and keep a copy for your records. By acceptance, retention, or use of your FAREPAY Card, the cardholder and all Card users agree to all terms and conditions of this Agreement.

### Types of FAREPAY Cards

**FAREPAY Cards.** FAREPAY Cards are available for use throughout UTA's fixed-route system and are subject to the Terms and Conditions described herein.

**Reduced-Fare FAREPAY Cards.** Certain individuals may qualify for reduced fares under Federal Transit Administration programs. Qualifying individuals must renew their eligibility for Reduced-Fare FAREPAY Cards. Unlike FAREPAY Cards, Reduced-Fare FAREPAY Cards are valid for use only by the individual to whom the Card is issued. UTA will confiscate and may suspend improperly used Reduced-Fare FAREPAY Cards.

### Purchasing your FAREPAY Card

**Purchase locations.** [Click here](#) for a list of locations where you can purchase a FAREPAY Card.

**Cost.** The FAREPAY Card costs \$3.00. The Reduced-Fare FAREPAY Card costs \$2.00. You must load a minimum \$5.00 redemption value to the new card at the time of purchase. You may load up to \$500 at purchase. You may also reload \$500 per day for a maximum Card balance of \$2,000.

**All Sales are Final.** UTA will not refund unused FAREPAY Card balances.

**Activating your FAREPAY Card.** Your FAREPAY Card will be activated when you purchase it at a FAREPAY merchant or at a UTA Customer Service Center. You may also activate your FAREPAY Card on-line at [farepay.rideuta.com](http://farepay.rideuta.com) or by calling 1-888-RIDE-UTA (743-3882). On occasion, activation may require up to 12 hours. Prior to activation, the FAREPAY Card cannot be used as fare.

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<sup>1</sup> For purposes of this Agreement, the term FAREPAY Card includes both FAREPAY Cards and Reduced-Fare FAREPAY Cards except where specifically noted.

## Using your FAREPAY Card

To use your FAREPAY Card on fixed route buses, streetcars, TRAX and FrontRunner, tap your Card on a card reader located at rail stations and on bus doors when you are boarding and tap off as you exit. If your FAREPAY Card is valid for payment, the card reader will display a green light. If your FAREPAY Card has insufficient funds for your trip or if there is another problem with your Card, the card reader will display a red light. If for any reason the FAREPAY Card is not accepted as fare payment, the user will be required to pay the fare in cash or in some alternative means.

The proper use of the FAREPAY Card allows you to receive free electronic transfers. The failure to tap off voids your transfer credit. For distance based fares, such as FrontRunner, the failure to tap off will result in your FAREPAY Card being charged the maximum possible fare for that trip. For additional information on tapping on and off and travel on the UTA system, see UTA's Electronic Fare FAQs at <http://www.rideuta.com/mc/?page=RidingUTA-PayingYourFare-EFC-FAQs>.

**Registration.** Registering your FAREPAY Card gives you access to balance protection for lost and stolen Cards, automated reloads, and on-line balance transfers. It also limits access to travel data information associated with your FAREPAY Card to the registered card holder. You can register your FAREPAY Card at [farepay.rideuta.com](http://farepay.rideuta.com) by providing a valid name, email address, password, and answers to three security questions. You can register and link multiple Cards. By registering your Card, you agree to update the registration information you provide so that it remains current. Failure to maintain current registration information may result in the cancellation of your FAREPAY Card. All information that you provide in connection with the registration of your FAREPAY Card is subject to investigation and verification. We may decline to register a FAREPAY Card if the information provided is invalid or fraudulent. If you would like to permanently transfer your registered FAREPAY Card to another user or otherwise dispose of it, you can un-register your Card at [farepay.rideuta.com](http://farepay.rideuta.com).

**Minimum Amount to Ride.** You must have adequate funds available on your FAREPAY Card to pay for your trip. See UTA's current fares located at [rideuta.com](http://rideuta.com) and FAREPAY Frequently Asked Questions located at [farepay.rideuta.com](http://farepay.rideuta.com).

**Multiple FAREPAY Card Users.** FAREPAY Cards are transferrable and can be used by anyone bearing a Card as long as it is valid for payment. However, each person travelling on UTA's system must have his or her own FAREPAY Card. Reduced-Fare FAREPAY Cards are not transferrable and can only be used by the person to whom the Card was issued.

**Inspection.** Fares are subject to inspection. You must present your FAREPAY Card to UTA Transit Police and authorized UTA representatives upon demand. FAREPAY Card users who fail to tap on will be subject to citations and fines pursuant to UTA's Amended and Restated Ordinances.

**Checking Account Balance.** You may check your FAREPAY Card balance and your loading and redemption history by telephone, at customer service locations, and on-line at farepay.rideuta.com.

**Transaction Disputes.** We reserve the right to correct the balance on your FAREPAY Card if we believe that a technical or accounting error has occurred. For disputes relating to your FAREPAY Card, please contact Customer Service at the phone numbers provided at the end of this Agreement.

**Fees and Limits.** The FAREPAY Card is subject to the following fees and limits.

<b>FAREPAY Card Fees</b>			
Card Purchase (Issuance Fee)	\$3.00		
Reduced-Fare Card Purchase (Issuance Fee)	\$2.00		
Card Replacement	\$3.00		
Reduced-Fare Card Replacement	\$2.00		
<b>FAREPAY Card Limits</b>			
	<b>Minimum</b>	<b>Maximum</b>	
Activation amount	\$5.00	\$500.00	Per day
Card Reload Amount	\$5.00	\$500.00	Per day
Card Redemption	\$.01	\$500.00	Per day
Transfer amounts	\$.01	\$500.00	Per day
Account value	\$0.00	\$2,000.00	

There are no fees charged for reloading a FAREPAY Card, transferring a balance to another FAREPAY Card, and shipping and handling for FAREPAY Cards purchased on-line.

**Card Value.** UTA's master record of the FAREPAY Card shall be conclusive evidence of the amount of remaining value on any Card.

**Insufficient Funds.** UTA reserves the right to cancel your FAREPAY Card if you take trips without sufficient funds on your FAREPAY Card. Cancelled Cards will not be reactivated.

### **Reloading your FAREPAY Card**

**Add Value Transactions.** UTA requires a minimum add value amount of \$5.00 when reloading a FAREPAY Card. You may load \$500.00 in cash value each day up to a maximum account value of \$2,000.00.

**Automatic reload.** Registered FAREPAY cards can be reloaded automatically by setting up your payment preferences online at farepay.rideuta.com. Cards can be automatically reloaded when the balance falls below a certain threshold or on a weekly or monthly interval. You need a valid credit card or checking account to establish automatic reload payments.

**Alerts.** You can choose to receive alerts on Registered FAREPAY Cards by setting up your alert preferences online at farepay.rideuta.com. You can choose to be alerted by SMS text or by email if your Card balance falls below a certain threshold.

## **Transferability, Card Replacement, Cancellation, Inactivity, and Expiration.**

**Transferability.** FAREPAY Cards, both unregistered and registered, are transferrable. Reduced – Fare FAREPAY Cards are not transferrable.

**Lost and Stolen Cards.** If your registered FAREPAY Card is lost or stolen, you must notify UTA as soon as reasonably possible by calling Customer Service at the phone numbers provided at the end of this Agreement to protect your Card balance. You may also go to [farepay.rideuta.com](https://farepay.rideuta.com) to report a lost or stolen FAREPAY Card. Once you notify UTA that your FAREPAY Card is lost or stolen and you wish to permanently cancel it, your Card will be turned off, and it cannot be reactivated or used again as fare. Your FAREPAY Card will be charged for rides taken until you properly notify UTA that your FAREPAY Card is lost or stolen. You will not be responsible for unauthorized use of your lost or stolen FAREPAY Card after you make a proper report to UTA. You will be charged a non-refundable replacement card fee to replace a lost or stolen FAREPAY Card.

Registering your FAREPAY Card allows you to transfer the value from your lost or stolen FAREPAY Card to a replacement Card at the time UTA is properly notified that your Card is lost or stolen. If you have not registered your FAREPAY Card, then the value remaining on a lost or stolen Card will not be available for transfer to a replacement Card.

**Damaged Cards.** FAREPAY Card holders may not alter the Card, including its graphics, and agree to take all reasonable measures to ensure that the Card is not tampered with.

If your FAREPAY Card is defective and malfunctions within one year of purchase for a reason unrelated to your use and care of the Card, you may return the Card to UTA, and UTA will transfer any remaining Card value to a new FAREPAY Card and will replace the Card at no charge. Cards that have had holes punched in them will be considered damaged and not defective. If UTA determines that the Card is not defective but has been damaged by you, you may request a new FAREPAY Card, and you will be charged a non-refundable replacement card fee to receive a replacement card.

**Cancellation by UTA.** UTA may cancel your FAREPAY Card if you violate these Terms and Conditions. Fraudulent use of the FAREPAY Card will also result in cancellation. Upon such cancellation, UTA may block the use of your FAREPAY Card or request the surrender of your card. Upon UTA's cancellation, any value remaining on your FAREPAY Card will be refunded to you after costs and fees have been paid under this Agreement.

**Inactivity and Expiration.** Funds associated with FAREPAY Cards do not expire.

## **Privacy**

Your use of the FAREPAY Card is subject to the terms of the farepay.rideuta.com Privacy Policy. For more information, please refer to [this Privacy Policy](#) or call Customer Service at the phone numbers listed at the end of this Agreement.

**Travel Data.** When you ride UTA's system using your FAREPAY Card, the FAREPAY Card generates information about your travel as you tap on and off at card readers. Cardholders with registered FAREPAY Card(s) may obtain travel data associated with their Cards and all linked Cards by contacting UTA's Customer Service at the phone numbers located at the end of this Agreement. Travel data is not available on-line. Cardholders with registered FAREPAY Cards who cannot provide the security verification information established at the time of the Card's registration will not have the ability to obtain travel data. Cardholders with unregistered FAREPAY Cards can access travel data by calling UTA's Customer Service at the phone numbers located at the end of this Agreement and providing the FAREPAY Card number.

**Disclaimer/Indemnification.** UTA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY WITH MODELS OR SAMPLES. YOU AGREE TO INDEMNIFY AND HOLD UTA HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, LOSS, COST, EXPENSE OR LIABILITY RELATING TO, ARISING FROM OR AS A RESULT OF YOUR USE OF THE FAREPAY CARD.

You agree to pay any costs, including reasonable attorneys' fees, incurred by UTA to enforce the terms of this Agreement.

**Modification.** UTA reserves its right to change these terms and conditions at any time without advance notice. If we decide to change our terms and conditions, we will post the new terms and conditions at [farepay.rideuta.com](#) for at least 30 days before they become effective and will email the new terms and conditions to users who have registered their FAREPAY Cards and have provided valid and current email addresses.

**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.

**Regulations.** The FAREPAY Card is subject to all applicable tariffs, terms, conditions, rules, regulations, policies, and procedures.

**Arbitration Agreement.** Any dispute arising out of or related to the purchase and use of the FAREPAY Card and any dispute arising out of or relating to this Agreement will be resolved by binding arbitration and shall take place in Salt Lake City, Utah. The parties shall select a mutually agreed upon arbitrator from the Utah State Courts roster of arbitrators. You acknowledge that arbitration replaces the right to go to court. You will not be able to bring a class action or other representative action in court nor will you be able to bring any claim in arbitration as a class action or other representative action. You will not be able to be part of any class action or other representative action brought by anyone else or be represented in a class action or other representatives action. You waive all rights that you would have

had if you went to court, such as discovery or the right to appeal, and the right to bring claims in a court before a judge or jury and/or to participate or be represented in a case filed in court by others (including class actions and other representative actions.) Except as otherwise specifically provided, those rights are waived. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

**Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**Questions.** Questions about these Terms and Condition, UTA's Privacy Policy, or card sign-up should be directed to Customer Service

- Salt Lake Area: 801-RIDE-UTA (801-743-3882)
- In State Toll Free: 1-888- RIDE-UTA (743-3882)
- Outside of Utah: 801-RIDE-UTA (743-3882)
- If you are deaf or hearing impaired and use either a teletypewriter (TTY) or computer equipment with TTY capability to place your telephone calls, dial 711 (Relay Utah) then give the Relay operator the Customer Service # 743-3882. Calls are also accepted using the video relay services, if you have equipment available.