

Thank you for using the NEORide Mobile Ticketing App (EZFAre) brought to you by NEORide , with mobile pass sales provided by Masabi LLC "Masabi". NEORide, and Masabi may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. By using the NEORide Mobile Ticketing App (EZFAre), you are agreeing to accept these terms and conditions, as well as the general terms and conditions relating to the website managed by NEORide.

#### **\*\*Mobile Ticketing\*\***

A mobile pass refers to a type of pass valid for use on a vehicle operated by an agency within NEORide, which are purchased only through NEORide 's mobile app (EZFAre) on an iOS or Android device. The security of your mobile phone or pass is your responsibility. In the event that the pass or your mobile phone is lost or stolen, NEORide (or its partner transit agencies) will not provide a duplicate or replacement pass. Your mobile pass should be displayed clearly on the mobile phone screen when asked by a NEORide partner transit agencies fare enforcement officer, police officer, or bus operator to view the mobile pass. The mobile pass must be retained during your entire trip. If you are unable to show a valid pass, you may be subject to a fine. If the mobile pass has been damaged or is not readable in any way, the pass becomes invalid and a new one must be purchased. If you delete the mobile ticket app you will also delete your mobile passes. If you reinstall the mobile ticket app on the same device it was deleted, your passes will be downloaded to the device. You cannot print or transfer mobile passes.

Your mobile pass will be sold to you via NEORide 's mobile pass partner, Masabi through the EZFAre app. The mobile pass itself creates a contract between you and NEORide for the provision of the transport services that the mobile pass allows you to use. It is NEORide's partner transit agencies that provides these services to you under the mobile pass 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 vehicle operated by an agency within NEORide, your use of any services provided under your mobile pass or for your use of the mobile retail app).

#### **\*\*Prices and Receipts\*\***

The price of a mobile pass is the same as a pass you purchase from NEORide Partners agencies directly. When you purchase a mobile pass on the mobile ticketing app you will be notified of the price of the pass before you confirm your purchase. For more information on fares please visit the NEORide fare information web page.

#### **\*\*Reduced Fare\*\***

When you purchase a reduced mobile pass on the mobile ticketing app you must be eligible for reduced fare eligibility by showing appropriate ID.

#### **\*\*Transit Mobile Application\*\***

NEORide grants you the right to download, install and use the EZFAre mobile application on your mobile handset to purchase passes and access information in accordance with these terms and conditions. You do not and will not own the mobile application or any information that is provided to you through it or NEORide, but you may use the application in accordance with these terms and conditions solely for the purposes of purchasing and using mobile passes and accessing transport information for your own personal use and not for any other

purpose. The mobile application is provided to you free of charge. NEORide or its partner agencies can suspend access to purchasing passes through the mobile application and can do so for any reason.

**\*\*Data charges\*\***

The mobile ticketing app is free but data charges may be incurred to you by your cell phone network provider. You are responsible for any such costs. NEORide will not take responsibility for any connectivity issues you may experience.

**\*\*Availability & Updates\*\***

The mobile pass can be used on transit routes of the specific NEORide transit agency that you purchased a ticket for. The travel is based on fare applicability on the respective agency buses at the time of purchasing a pass. The mobile pass is valid when the ticket is activated on the mobile app after purchase. You may not start your trip on a vehicle until you have a valid pass. Once purchased, the mobile pass will specify the fare type, the validity of the pass and its expiration date. NEORide reserves the right to issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the latest update. NEORide recommends that you download and install all updates issued. NEORide is not liable for errors which become apparent in old versions of the mobile application.

**\*\*Changes, Refunds and Pass Expiration\*\***

Agencies within NEORide operate with a no refund policy. Mobile passes cannot be changed, cancelled, or refunded. The decision to change, cancel or refund a mobile pass is made at NEORide or its partner agencies at their sole and absolute discretion.

Neither NEORide, its partner agencies or Masabi shall be obliged to change, cancel, replace or refund a ticket where NEORide has reason to believe that the circumstances prompting the change, cancellation, replacement or refund is the result of fraud.

**\*\*Materials, Ownership and Restrictions on Use\*\***

The mobile ticket app "EZFAre" is operated by NEORide and is either owned by NEORide 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 NEORide 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 mobile ticket app), reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content without the prior written permission of NEORide and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the mobile ticket app 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 mobile ticket app. Use or downloading of the mobile ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions. To be clear, the mobile ticketing app "EZFAre" is supplied to you by NEORide and neither Masabi nor any of NEORide's other third party licensors shall have any liability to you arising out of or in connection with the mobile ticketing app.

The user of the mobile app understands that any information it submits under this Agreement is subject to public, unless exempt by law.

**\*\*Liability Disclaimer\*\***

In no event will NEORide or any partner transit agency 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 mobile ticketing application, 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 mobile pass or the mobile ticketing application, 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 NEORide 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 mobile ticketing application or any mobile pass. 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.

**\*\*Support\*\***

If you have any questions or problems with the mobile applications, please review our FAQs at **Neoride.org** for answers to the most common questions NEORide receives from its users.