

PURCHASE AGREEMENT

**Seller:**

METROLINX  
20 Bay Street, Suite 600  
Toronto, Ontario M5J 2W3  
Canada

**Buyer:**

Company Name:  
Contact Name:  
Email:  
Phone:  
Alternate Phone:

**Invoice Details:**

Name on Invoice: . . . . .  
Department: . . . . .  
Contact Email: . . . . .  
Contact Phone: . . . . .  
Contact Address (Line1): . . . . .  
Contact Address (Line 2): . . . . .  
Province: . . . . .  
City: . . . . .  
Postal Code: . . . . .

**Shipment Delivery Details:**

Delivery Contact Name:  
Alternate Contact Name:  
Contact Email:  
Contact Phone:  
Alternate Phone:  
Contact Address (Line1):  
Contact Address (Line 2):  
Province:  
City:  
Postal Code:  
Country:  
Delivery Instructions:

## Terms & Conditions

This agreement (the "Terms") between you and Metrolinx ("Metrolinx" or "PRESTO") governs your use of the PRESTO bulk sales order program. By placing an order through any of the PRESTO bulk sales channels you agree to be bound by the terms contained herein.

1. **Order Acceptance:** Bulk Sales Orders will be accepted by PRESTO for fulfillment from designated organization representatives. Product delivery will be withheld until receipt of payment in full. Orders will be accepted through the following channels:

### **PRESTO Tickets and PRESTO Loads**

Vouchers Portal: Will be accepted from recognized credentials which have been issued to designated organizations representatives.

### **PRESTO Tickets**

Voice channel: Will be accepted by named designated recipients

Email: Will be accepted from named email origination points with a valid purchase order

2. **Payment Methods:** Payment will be accepted as follows:  
Orders placed via the Vouchers Portal: Payment can be remitted made using Credit/Debit, EFT, e Transfer (Tickets Only), or Cheque. Orders utilizing Credit/Debit payments will typically be fulfilled immediately.  
Orders placed via Voice or Email channels: Payment can be remitted using EFT, e Transfer, or Cheque. Product delivery will be withheld until receipt, processing, and clearance of payment.
3. **PRESTO Ticket Minimum Order Size:** PRESTO will accept orders in increments of 100 PRESTO Tickets per product type with a minimum order of 100 PRESTO Tickets.
4. **Resale:** Products made available via PRESTO bulk sales are for distribution only. Resale is prohibited.
5. **Defective Media:** Defective media will be exchanged for valid media by PRESTO.
6. **PRESTO Ticket Expiration:** All PRESTO Ticket media shipped to you has an expiration date. You are responsible for monitoring and managing unused PRESTO Ticket media to ensure that all media is used prior to expiration. PRESTO will ensure any media shipped to the customer has a minimum expiration of 24 months from date of delivery.
7. **Returns for Refund:** There are no refunds for PRESTO Ticket media or PRESTO Loads. Defective media may be exchanged for valid media prior to expiry
8. **Termination:** Either party may terminate this agreement at any time with 7 days' written notice. PRESTO shall have the right to terminate this agreement at any time without notice should the you fail to comply with any of the terms herein. PRESTO will not be responsible for refunding any remaining media in your possession.
9. **Discounts:** Any purchase discounts on PRESTO tickets will be offered at the discretion of the TTC and will be subject to their approval. There are no discounts available on PRESTO Loads.
10. **Records Accuracy:** You are responsible for ensuring that all information provided to PRESTO is accurate, and for updating this information if it changes. This includes delivery addresses, payment contact information, and the list of people authorized to make purchases on behalf of your organization. You are responsible for fraudulent or erroneous transactions that occur due to your failure to provide or maintain accurate information.
11. **Access Management:** Anyone with access to your account will be able to place an order. You must ensure that only authorized personnel can access the Vouchers portal to place orders. You are responsible and accountable for managing your login credentials and any unauthorized accesses to your account, along with any potential financial impacts. If you notice any irregularities with your account, you must contact PRESTO at [PRESTO\\_sales@metrolinx.com](mailto:PRESTO_sales@metrolinx.com) or 1 (888) 470-1761.
12. **Purchase Maximums:** PRESTO may, at its discretion, limit the amount of PRESTO Ticket media or PRESTO Loads that may be purchased as it deems necessary.
13. **Delivery:** Orders are delivered only to locations accessible by standard courier services. Delivery of physical media generally occurs within 24 hours of payment receipt and media will be delivered to the specified delivery address. You may be able to designate a specific delivery date at the time of your order and PRESTO will endeavor to make your delivery on that date. Once a delivery has been made to your address, you bear all risk of loss or damage to the media.
14. **Shipping & Handling Fee:** Orders for less than 400 tickets are subject to a standard shipping & handling fee of \$15. Orders for 400 tickets or more will be shipped for free. PRESTO Loads purchases are not subject to shipping and handling fees.
15. **Order Pick Up:** PRESTO does not support physical order pick up.
16. **Warranty:** Tickets that are determined to be defective prior to their expiration date shall be replaced by PRESTO at its expense. Replacement is the sole remedy for defective tickets.

17. **PRESTO Loads Recipient Accuracy :** You are fully responsible to ensure that PRESTO Loads are distributed correctly. For clarity, this means that you are responsible for all aspects of PRESTO Loads distribution, including ensuring that PRESTO Loads are loaded onto the correct PRESTO card(s) and that the amounts loaded are correct. This process is not reversible. If you make a mistake, PRESTO is unable to retrieve, reverse, cancel, refund or otherwise modify any PRESTO Loads distributions mis-allocated by you to anyone.
18. **Use of TTC Marks:** You cannot use, display, or otherwise reproduce any of the Toronto Transit Commission (“TTC”) trademarks, logos, or insignias (collectively, the “TTC Marks”) for any purpose whatsoever without the prior written permission of TTC, in its sole discretion. At all times, title to and ownership of the TTC Marks will remain with TTC.
19. **Use of Metrolinx Marks:** You cannot use any Metrolinx trademarks or logos (collectively, the “ Metrolinx Marks”) without our prior written permission authorizing each specific use, which we may provide in our sole discretion. Such use, if allowed, will be solely during your participation in the Program solely to communicate to your eligible commuters your participation in the Program. You shall not use the Metrolinx Marks in any form of publicity or promotion, whether as a press release, a brochure, a verbal announcement, an advertisement, or any similar activity without Metrolinx’s prior written consent, which may be withheld in our sole discretion. If we allow use, that will include a grant of a limited, non-exclusive, royalty-free, revocable right and license in Ontario to use the Metrolinx Marks. In your use of the Metrolinx Marks, you will (i) at all times comply with the trademark usage policies we provide, and (ii) promptly implement any changes which we may require respecting your display and usage of the Metrolinx Marks upon receipt of written notification from us. Metrolinx, or our authorized agents, will have the right to inspect your use of the Metrolinx Marks to determining compliance with our requirements. Metrolinx may terminate that license at any time and for any reason in our sole discretion, including if at any time your use of the Metrolinx Marks does not conform to our requirements. Title to and ownership of the Metrolinx Marks will remain with Metrolinx. You will not form any combination marks with the Metrolinx Marks. You will not take any action inconsistent with Metrolinx’s ownership of the Metrolinx Marks, and any benefits accruing from use of the Metrolinx Marks shall automatically vest in Metrolinx.
20. **Confidentiality:** You agree to maintain the confidentiality of the terms and conditions, and all other confidential or proprietary information we may provide to you. All information shall be kept in the strictest confidence and, except as provided in these terms and conditions, not divulged to any other person, other than the directors, officers or employees of your organization who, determined on a reasonable basis, have a need to know it.
21. **Privacy:** Metrolinx’s collection and retention of personal information is governed by the terms of the Freedom of Information and Protection of Privacy Act, (Ontario), and other relevant legislation. For more information on our treatment of personal information please see our privacy policy, which is available on the GO Transit website at <https://prestocard.ca/en/privacy>.
22. **Sharing of Sales Information with TTC:** PRESTO Ticket sales information, including organization, purchase quantity, purchase value and usage will be shared with the TTC.
23. **General:**

You consent to receive notices or other communications about your participation in the Program electronically at the email address below, or by courier. Any notice to Metrolinx may be sent to the representative named below by email or courier. Notice given by email will be effective on the business day after it was sent. Notice by courier will be effective two (2) business days after it was sent.

Organization:  
Representative:  
Email:  
Phone:  
Address:  
Metrolinx  
10 Bay Street, 16th Floor | Toronto | Ontario | M5J 2R8  
Email: [corporatebooking@metrolinx.com](mailto:corporatebooking@metrolinx.com)

Metrolinx reserves the right to modify or update these Terms at any time, including any discounts and any other rights or obligations you or we may have. We will provide you with written notification of the amended Terms. Any amendment will become effective upon written notice or as otherwise stated in the notice. You are deemed to accept the amendments if you do not notify us to the contrary in writing within ten (10) days of receiving our notice.

These Terms shall be governed by the laws of the Province of Ontario and the applicable laws of Canada ,and any disputes arising under or relating to them will be subject to the exclusive jurisdiction of the courts in Ontario.

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**METROLINX**

an agency of the Government of Ontario under the Metrolinx Act, 2006

(“Metrolinx”)

-and-

Customer: \_\_\_\_\_

(“Customer”)



Electronic Signatures: Each party agrees that these Terms & Conditions and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on these Terms & Conditions, or such other documents are the reproductions of handwritten signatures of the Designated Signing Authority of the Customer.

On Behalf of Customer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Note: if not a corporation, a witness is required.

On Behalf of Metrolinx:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**Save a copy of your form. Please send your completed form to the PRESTO Commercial Desk by email or mail:**

Email: [PRESTO\\_Sales@metrolinx.com](mailto:PRESTO_Sales@metrolinx.com)

Mailing Address: Metrolinx 20 Bay Street, Suite 600 Toronto, Ontario M5J2W3 Canada

Last Updated: April 6, 2023