

# Visit [prestocard.ca/en/terms-and-conditions](http://prestocard.ca/en/terms-and-conditions) to read this document online

## PRESTO Service Agreement (the "Agreement")

This is the agreement between you and the PRESTO Service ("PRESTO") operated through and by Metrolinx, a Crown Agency within the meaning of the *Crown Agency Act* (Ontario) ("Metrolinx"), for PRESTO cards issued by or on behalf of PRESTO (this "Agreement"). For the purposes of this Agreement and the other documents or agreements incorporated by reference herein or which incorporate this Agreement by reference therein, the term "PRESTO Service" means the use by you of the PRESTO card and the services offered by PRESTO in connection with your use of the PRESTO card including, but not limited to, use of the PRESTO website (as defined below) and the PRESTO Contact Centre (as defined below).

If you have not already agreed to be bound by this Agreement at the time you applied for the PRESTO card, then by activating or using your PRESTO card you will be deemed to have agreed to the terms and conditions provided in this Agreement.

**Definitions:** In this Agreement, the applicant for PRESTO Service and/or a PRESTO card and the user of the PRESTO card is referred to as "you" or "your"; PRESTO is referred to as "PRESTO", "we", "our" or "us"; "Transit Agency" refers to GO Transit, Brampton Transit, Burlington Transit, Durham Region Transit, Hamilton Street Railway Company, MiWay (Mississauga), Oakville Transit, Toronto Transit Commission, Union-Pearson Express, York Region Transit, OC Transpo (Ottawa) and any other transit agency that accepts payment for its services by way of the PRESTO card that may be added from time to time, and "Transit Agency" refers to any one of them.

## Privacy Policy and Authorization for Information Sharing

You agree that the information provided in your PRESTO card application and any data PRESTO receives as a result of the use of your PRESTO card and the PRESTO Service may be collected, used and disclosed in compliance with the PRESTO Privacy Policy.

The PRESTO Privacy Policy can be accessed by visiting the PRESTO website at [www.prestocard.ca](http://www.prestocard.ca) (the "PRESTO website"). Without limiting the generality of the foregoing, as a registered cardholder who provides us with an email address or phone number, you hereby expressly authorize PRESTO to contact you from time to time by email or phone, for the purpose of managing your My PRESTO Account and providing you with services related to your PRESTO card, including confirmation of reloads and verification of accounts.

You hereby certify that all information provided by you to PRESTO is correct and that you will notify PRESTO in the event of any changes to such information.

You authorize PRESTO to share all such information and data with the Transit Agencies identified herein.

## PRESTO Card Use

To be able to use your PRESTO card, it must first be activated (which is done automatically when purchased from certain sources). You may activate your card by tapping it on a PRESTO reader. Once activated and when funds are made available in your My PRESTO Account (as defined below), you may use your PRESTO card to pay for transit services at any participating Transit Agency in Ontario within the scope of any applicable limitations in, and the use of the PRESTO card by any Transit Agency, as applicable. A PRESTO card registered in the name of a card holder is referred to herein as a "Registered PRESTO card".

You agree to pay to PRESTO an issuing fee of \$6.00 (the "Issuing Fee") for each PRESTO card issued to you. You agree that the term of each PRESTO card is from the date of issuance of the PRESTO card to the date your balance is transferred to another PRESTO card (the "Term"). PRESTO cards no longer expire, even if there is an expiry date shown on the card (you may continue to use your card even after any indicated expiry date).

Every time you ride transit provided by any Transit Agency you tap the PRESTO card lightly on a card reader machine located at the transit vehicle door or at a transit station. The system instantly calculates and deducts the correct fare or recognizes your individual PRESTO card. If you have tapped on at the start of your journey, and are required to tap off, but you fail to tap off correctly, your contactless payment media may automatically be charged the maximum fare amount that is specified in the Transit Agency's by-laws or terms and conditions. When you use the PRESTO card at any Transit Agency location, you authorize PRESTO to debit your My PRESTO Account for the specific charges incurred per use or to validate an active pass is loaded on the card.

We will not authorize a transaction at a Transit Agency location if: (i) there are insufficient funds in your My PRESTO Account (except as set out below); (ii) your My PRESTO Account or PRESTO card has been suspended; (iii) your My PRESTO Account has been closed; or (iv) your PRESTO card has been reported lost or stolen. Provided a Registered PRESTO card has a positive balance at the beginning of a travel transaction (and the events set out in (ii), (iii) or (iv) above have not occurred), the holder of a Registered PRESTO card can travel once, resulting in a negative balance, with the exceptions of GO Transit and UP Express. This is so that such holder is not stranded at a location prior to the suspension of the PRESTO card. For additional information on how fares work with PRESTO on GO Transit and UP Express, refer to the applicable agency website. A fee in the amount of \$0.25 will be charged to your PRESTO card upon the next time you load funds on the card.

## Your My PRESTO Account

When you apply and are accepted for the PRESTO Service pursuant to the terms hereof which are incorporated by reference into the PRESTO card application form, we will set up an account for you ("My PRESTO Account"), to keep track of the funds you deposit into your My PRESTO Account, the use of the PRESTO card(s) connected to your My PRESTO Account, and all other transactions associated with your My PRESTO Account.

Registered PRESTO cardholders can review their transaction history by visiting the PRESTO website or by contacting the PRESTO Contact Centre (the "PRESTO Contact Centre") at 1-877-378-6123 or TTY: 711 or 1-800-855-0511.

The My PRESTO Account is a prepaid account used to facilitate payments to transit services with the Transit Agencies. No interest will be paid on your My PRESTO Account, and any funds put into your My PRESTO Account are not considered to be deposits insured by the Canada Deposit Insurance Corporation or any other insurer. The funds put into your My PRESTO Account may be refunded to you, subject to a 4% administration fee, if (a) you have a Registered PRESTO card, or (b) PRESTO closes your My PRESTO Account without cause (as defined below) and attempts to refund such amounts to you pursuant to the terms of this Agreement or as otherwise set out herein. Please see section entitled "Refunds" below for more details.

## Options For Adding Funds To Your My PRESTO Account

### General

You have several options for adding funds to your My PRESTO Account. In certain cases, there are references to a "CCDC Agreement" which means an agreement through which we will charge your credit card or debit card for the appropriate charge; and also to a "PAD Agreement" which is an agreement between us whereby you pre-authorize us to debit a chequeing account of your choice at a Canadian financial institution (for convenience, referred to as a "bank"). There may be additional terms in a CCDC Agreement or PAD Agreement you may enter into.

The payment information provided by you on your CCDC Agreement or PAD Agreement is kept on file by PRESTO allowing you to add value to your PRESTO card via the PRESTO website or the PRESTO Contact Centre without having to provide that information every time you call the PRESTO Contact Centre or access the PRESTO website. For CCDC Agreements, PRESTO will charge your indicated payment method in the amount you chose in your CCDC Agreement, or in such other amount as you and we may later agree. For PAD Agreements, PRESTO will initiate a withdrawal request from the bank account provided in the amount you chose in your PAD Agreement, as applicable, or in such other amount as you and we may later agree. You must ensure that funds are available in your bank account to cover any Autoload or Saved Payment Method withdrawal request.

### In-Person My PRESTO Account Loading

You can load money or passses on your PRESTO card through PRESTO salespeople at certain locations. Funds will be available on your My PRESTO Account immediately.

### Web-Based My PRESTO Account Loading

You can use your credit card and/or debit card to load money or passses on your PRESTO card through the PRESTO website. Simply click through the instructions starting with "Load Your Card." It can take up to 24 hours for the funds to be added to your My PRESTO Account. Please note that you must tap your card to a device within 30 days in order for your transaction to be completed. If you do not tap within 30 days your transaction will be cancelled and funds will be refunded to your method of payment. Passes are not eligible for refunds. All pass sales are final.

### Autoload

As a holder of a Registered PRESTO card you can authorize PRESTO to arrange for your My PRESTO Account to be automatically topped up when your My PRESTO Account goes below a minimum balance of your choosing ("Autoload"). This can either be done by credit or debit card or by pre-authorized debit. You will set the minimum balance and related increase on your CCDC Agreement or PAD Agreement, as applicable. When your account goes below the indicated balance, funds will be immediately added to your account. There is a minimum load limit of \$20.00.

### Reload with Saved Payment Method

(i) As a holder of a Registered PRESTO card you can authorize PRESTO to arrange for your My PRESTO Account to be topped up when your request for an amount you choose from time to time ("Saved Payment Method"), by contacting the PRESTO Contact Centre or by visiting the PRESTO website to make payment of information provided by you in the CCDC Agreement or PAD Agreement, as appropriate. Your funds will be credited to your My PRESTO account within 24 hours if you are using a credit card or debit card, or within 5-6 days if you are using pre-authorized debit. Please note that you must tap your card to a device within 30 days in order for your transaction to be completed. If you do not tap within 30 days your transaction will be cancelled and funds will be refunded to your method of payment.

### Autorenew

As a holder of a Registered PRESTO card you can authorize PRESTO to arrange for your My PRESTO Account to have your transit pass automatically renewed ("Autorenew") based on your selected Transit Agency's pass product and chosen end date as identified by you on the applicable CCDC Agreement or PAD Agreement. Provided that there are no issues with payment, your pass should be activated on the first day of the pass period. Autorenew may not be available for all transit passes.

### Changes to banking information

In order to prevent disruption to any Autoload, Saved Payment Method or Autorenew withdrawal request, you must notify us at least ten (10) days in advance if your credit card, debit card, or bank account information specified in your CCDC Agreement or PAD Agreement associated with your Autoload, Saved Payment Method or Autorenew arrangement changes.

### Refused Autoload, Saved Payment Method or Autorenew

If any Autoload, Saved Payment Method or Autorenew transaction is not honoured for any reason, such as your bank account having insufficient funds or your credit or debit card having been cancelled, PRESTO: (i) may charge you a fee for the failed refill transaction; (ii) will reverse any provisional credit given to your My PRESTO Account in respect of the refill transaction; and/or (iii) will suspend or end the Autoload, Saved Payment Method or Autorenew arrangement; upon confirmation, satisfactory to PRESTO, that the funding account has been restored to good status; a new Autoload, Saved Payment Method or Autorenew arrangement can be established. In addition, an Autoload/Saved Payment Method/Autorenew collection letter (the "Autoload/Saved Payment Method/Autorenew Letter") may be sent to the address you provided to PRESTO upon registering for your PRESTO card. You will be required to comply with the terms of the Autoload/Saved Payment Method/Autorenew Collection Letter in order to reactivate your PRESTO card. You may be asked to enter into a new CCDC Agreement or PAD Agreement.

For specific terms and conditions as it relates to your transit pass, please contact the transit pass agency issuer. To find the contact information, please click on the logos available at the bottom of the home page at [prestocard.ca](http://prestocard.ca).

How to add funds	When funds become available	Expiry of funds if card not tapped
Autoload (pre-authorized debit)	Immediately upon balance going below indicated threshold	NA
Autoload (credit card, debit card)	Immediately upon balance going below indicated threshold	NA
Load value online	Up to 24 hours after loading	30 days
Load value in person	Immediately after loading	NA
Saved Payment Method (pre-authorized debit)	5-6 days after loading	30 days
Saved Payment Method (credit card, debit card)	Up to 24 hours after loading	30 days
Autorenew a transit pass (pre-authorized debit, credit card, debit card)	Funds will be taken within six days before the start of your new transit pass. Provided that there are no issues with payment, your pass with work on the first day of the period.	Pass is valid until the last day of the pass-period whether or not the customer taps
Purchase transit pass online (credit card, debit card)	The later of: (i) up to 24 hours after loading; and (ii) the first day of the period	Pass is valid until the last day of the period whether or not the customer taps

## Transit Usage Report

All holders of Registered PRESTO cards and cards linked to a My PRESTO Account are able to obtain a Transit Usage Report ("TUR") which may be used to determine eligibility and apply for the Federal Public Transit Tax Credit if eligible, as determined by the Canada Revenue Agency (subject to change). The TUR can be obtained from the PRESTO website ([www.prestocard.ca](http://www.prestocard.ca)) by signing into your online account. You must register your PRESTO card to receive a TUR for the previous year. Once you have registered, your trips will stay in your TUR for at least five (5) years. Please save any older information that you want to keep before it is deleted. The Canada Revenue Agency is responsible for assessing claims for taxable travel benefits. The TUR is a summary of PRESTO travel details that customers can use to help determine their eligibility for taxable travel benefits.

Eligibility and other rules and requirements (including required documentation) relating to the Federal Public Transit Tax Credit are at the sole discretion of the Canada Revenue Agency and PRESTO makes no representations or warranties as to your eligibility for the Federal Public Transit Tax Credit or that the TUR will provide sufficient information to support your claim for the Federal Public Transit Tax Credit. For full details about how to claim taxable travel benefits for electronic payment cards, please visit the Canada Revenue Agency website.

## Customer Service Centres

At participating Transit Agency customer service centre locations or other identified merchant locations as listed on the PRESTO website, you may refill your My PRESTO Account. In order to complete your My PRESTO Account refill using cash, debit or credit card payment methods, as may be available from time to time by the applicable Transit Agency, simply present your PRESTO card and payment to a Transit Agency customer service representative.

## PRESTO Contact Centre

Provided you have previously completed, signed and submitted to PRESTO a Saved Payment Method Form authorizing a Credit Card Saved Payment Method, in accordance with this Agreement, you may also refill your My PRESTO Account by calling the PRESTO Contact Centre at 1-877-378-6123 or TTY: 711 or 1-800-855-0511 or for calls from outside Canada/United States: 905-397-2034. Saved Payment Method stores your credit or debit payment information in your My PRESTO account to save you time when loading online or by phone. Saved Payment Method will not automatically load funds – if you would like your card to reload automatically, please set up Autoload.

## Additional My PRESTO Account Refill Options

PRESTO may make other top-up methods available to you from time to time.

### General

Regardless of how you add funds to your My PRESTO Account, in no event will PRESTO or a Transit Agency, or any other authorized PRESTO card distributor be responsible for not authorizing a transaction at a Transit Agency location if there are insufficient funds in your My PRESTO Account. If there are insufficient funds, you may be charged an overdraft fee.

### Billing Errors, Corrections

PRESTO reserves the right to correct the balance of your PRESTO card in the event of a clerical, billing or accounting error. We shall have no liability for any billing error unless you provide us with notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

### Updates and Information

You can have the balance of your My PRESTO Account updated: (i) via the PRESTO website if you are loading your My PRESTO Account through the PRESTO website, (ii) via a PRESTO Contact Centre representative if loading your My PRESTO Account by phone, (iii) by a customer service representative when you have added funds to your My PRESTO Account at a Transit Agency location, (iv) via Autoload, or (v) via a Self-Serve Reload Machine. Your My PRESTO Account balances can be checked at any time through the PRESTO website, PRESTO Contact Centre, in person at a Customer Service location or by tapping and holding your PRESTO card against an electronic balance checker device or Self-Serve Reload Machine.

### Replacing Your PRESTO Card

Safeguard the PRESTO card as you would cash. If your Registered PRESTO card is lost or stolen or damaged, you must report this on the PRESTO website or to the PRESTO Contact Centre as soon as possible. PRESTO will only be able to stop the completion of transactions on Registered PRESTO cards. PRESTO requires up to 24 hours to deactivate your PRESTO card once it is reported as lost or stolen. Any remaining balance on a Registered PRESTO card at time of reporting it as lost or stolen or damaged can be transferred to a new PRESTO card that is without an account. Replacement cards will be subject to the Issuing Fee.

### Security

Any log-in personal identification and/or password you are given and/or create in order to obtain access to the PRESTO Service are for your use only, and must be kept confidential at all times (the "Login Info"). PRESTO, the Transit Agencies and/or any other authorized PRESTO card distributor are not responsible for any access to or misuse of your information if your Login Info is used by anyone other than you.

For security reasons, certain personal information provided by you in your application or any personal information subsequently proposed to be changed will be subject to verification through third party sources. In order to verify such information, we may disclose such information to third parties for verification purposes. You hereby consent to us making these disclosures for the purpose of obtaining such verifications.

The site is routinely monitored in order to prevent fraud and ensure the security of the site and the services. You hereby consent to any collection of your information by monitoring services which we may use.

### Mobile App Developers

Unless prior written consent has been given by PRESTO, third party mobile applications (each, an "App") may not access or interact with a user's account in the PRESTO website. In no case will an App store the Login Info of any PRESTO user or scrape any data from the PRESTO website. Apps may only redirect users to the PRESTO website through a standard browser (and not "in-frame").

### PRESTO Card Ownership and Use

The PRESTO card is the property of PRESTO and only be used by the original purchaser and any person authorized by the original purchaser. The PRESTO card must be returned to PRESTO or any Transit Agency immediately upon request. For the avoidance of doubt, the employees of PRESTO or any Transit Agency shall have the authority to confiscate or request the return of any PRESTO card. The rights associated with the PRESTO card and this Agreement shall apply to the original purchaser of the PRESTO card and to any person using a PRESTO card with the original purchaser's authorization. Only registered holders of Registered PRESTO cards are able to (i) access information regarding the usage of a Registered PRESTO card; and (ii) qualify for My PRESTO Account refunds in accordance with this Agreement.

The PRESTO card may only be used as expressly permitted by PRESTO.

The information provided in any forms relating to the PRESTO Service, including but not limited to the PRESTO card registration and application form, the Saved Payment Method, Autoload and Autorenew contracts, and the field trial form and any data PRESTO receives as a result of your use of the PRESTO card and PRESTO Service will only be collected, used and disclosed in compliance with the PRESTO Privacy Policy. In addition, you authorize us to share information and data with the Transit Agencies identified herein.

Only PRESTO, its authorized agents or its authorized distributors, are permitted to sell or resell PRESTO products and services including but not limited to the PRESTO card and vouchers. The sale or resale of the PRESTO card by any other person or entity is a violation of this Agreement.

### Liability

PRESTO, the Transit Agencies and any other authorized PRESTO card distributor will not be responsible or liable for any delay, damage, loss, expense or inconvenience you or any other person may incur: (i) if the PRESTO Service does not work as expected for any reason, including any error or failure in the processing of any transaction; (ii) if we do not receive a notice from you or your instructions for any reason, or if we delay or fail to act on your instructions, for any reason; (iii) if PRESTO does not process a transaction when your My PRESTO Account has insufficient funds or if your My PRESTO Account has been suspended; or (iv) if there has been any failure or delay in providing a message to you, or if a message is given to a person other than you at the contact point(s) provided by you. Additionally, you agree that the Transit Agencies and any authorized PRESTO card distributor will not be responsible or liable for any other delay, damage, loss, expense or inconvenience you or any other person may incur for any reason whatsoever. You acknowledge and agree that PRESTO is providing to you, via the PRESTO card, a method of payment only for travel on the transit systems operated by the Transit Agencies. Neither PRESTO, nor Metrolinx or any of their respective officers, directors, employees, shareholders or representatives shall have any liability to you whatsoever in connection with any delay, damage, injury, loss, expense or inconvenience you or any other person may incur in connection with travel on any of the transit systems operated by a Transit Agency or while on the premises of a Transit Agency.

You agree that the liability of PRESTO, a Transit Agency, or any other authorized PRESTO card distributor (including any of their respective directors, officers, employees, agents or representatives), shall be limited to the greater of \$500 in the aggregate or the amount remaining on your Registered PRESTO card at the time a claim is made.

### Closing Your My PRESTO Account

You may end the PRESTO Service and close your My PRESTO Account at any time, by notifying the PRESTO Contact Centre. The termination of your PRESTO Service will be subject to a 4% administration fee. PRESTO also reserves the right to terminate this Agreement at any time, at its sole discretion, upon notice to you.

In the event that your My PRESTO Account has been inactive for a period of four (4) years or more we may end your access to the PRESTO Service and close your My PRESTO Account and all amounts remaining in your My PRESTO Account shall be non-refundable.

### Refunds

As a Holder of a Registered PRESTO card you may request a refund from PRESTO of the funds that are loaded in your My PRESTO Account. A processing fee equal to 4% of the total value to be refunded will apply to all refunds. You may request a refund by attending at a Transit Agency location with your Registered PRESTO card and requesting a form (the "Refund Request Form"). Balances on unregistered PRESTO cards are non-refundable.

My PRESTO Account refunds in respect of Registered PRESTO cards to be issued for less than fifty dollars (\$50) can be completed in person at any Transit Agency location and will be refunded by PRESTO in cash, less the 4% processing fee described above. Any amount can be refunded with any other method and signed Refund Request Form must be mailed along with the Registered PRESTO card to PRESTO at PRESTO Card Refund c/o PRESTO Finance Back Office, 20 Bay Street, Suite 600, Toronto, ON M5J 2W3. Alternatively, a Refund Request Form may be left with any PRESTO customer service agent at any Transit Agency location for processing. PRESTO will then mail to you a cheque in the full amount of any requested refund, less the 4% processing fee described above.

If you are a holder of a Registered PRESTO card and PRESTO closes your My PRESTO Account without Cause (as defined below), the remaining funds in your My PRESTO Account will be repaid to you, provided that the bank account and/or credit card information that you have provided to PRESTO is current and/or, in the event PRESTO is required to send any documentation to you or all or part of any refunded amounts to you, provided your address information on file with PRESTO at the time of any such refund is current and up-to-date. "Cause" will include any violation of this Agreement, any fraud or attempted fraud suspected by PRESTO in its sole discretion, any operation of the My PRESTO Account or use of a PRESTO card in an unsatisfactory manner in the sole discretion of PRESTO, or non-use of your PRESTO card for a period of four (4) years or more.

If you are a holder of an unregistered PRESTO card and PRESTO cancels your unregistered PRESTO card with or without Cause, all amounts remaining on your unregistered PRESTO card will be non-refundable.

### Changes to this Agreement

PRESTO may amend the terms and conditions of this Agreement at any time, including any rights or obligations you or we may have. PRESTO will provide notice and signed Refund Request Form must be mailed along with the Registered PRESTO card to PRESTO at PRESTO Card Refund c/o effective at the time we post the amended agreement on our website or as otherwise stated in our notice to you. Use of your PRESTO card after the effective date of any change will be deemed to be your acceptance of the change. If you do not accept the changes, your PRESTO card may be cancelled and any balance remaining on your card will be refunded to you at no extra cost.

### Dispute Resolution

Any question, concern or dispute in connection with any transactions pertaining to services provided by a Transit Agency in respect of which your PRESTO card was used is to be raised and resolved between you and the Transit Agency. This includes all related matters, such as the amount charged for the transaction, and the quality of the services provided by the Transit Agency.

If you have a question or concern about the PRESTO Service, please write to us at PRESTO Customer Service Centre, P.O. Box 730, St. Catharines, Ont., L2R 6Y6, email us at [info@prestocard.ca](mailto:info@prestocard.ca) or call the PRESTO Contact Centre at 1-877-378-6123 or TTY: 711 or 1-800-855-0511 or 905-397-2034. Our interest is to ensure that you are pleased with the PRESTO Service.

You agree that you will not join your claim with any other person's claim and you expressly agree to waive any right you may have to begin or participate in any class action or proceeding against us and/or such other parties, and you also agree to opt out of any class action or proceeding against us and/or such other parties.

### General

#### Assignment

PRESTO may assign this Agreement at any time without further consent. You may not assign the obligations or benefits of this Agreement.

#### 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.

#### Language

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention est tous les documents s'y rattachant soient rédigés et signés en anglais.

#### Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, and the parties irrevocably attest to the jurisdiction of the courts of the Province Ontario.