

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 Call 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"; "Service Providers" refers to GO Transit, Brampton Transit, Burlington Transit, Durham Region Transit, Hamilton Street Railway Company, Mississauga Transit, Oakville Transit, Toronto Transit Commission, York Region Transit, OC Transpo (Ottawa) and any other service provider that accepts payment for its services by way of the PRESTO Card that may be added from time to time, and "Service Provider" 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 (the "PRESTO Website"). 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 Service Providers identified herein.

If you register your PRESTO card and provide us with an email address or phone number, you may receive emails or phone calls from us for the purpose of managing your PRESTO account and providing you with services related to your PRESTO Card, including confirmation of reloads and verification of accounts.

PRESTO Card Use

To be able to use your PRESTO Card, it must first be activated; once activated and when funds are made available in your PRESTO Account (as defined below), you may use your PRESTO Card to pay for transit services at any participating Service Provider in Ontario within the scope of any applicable limitations imposed on the use of the PRESTO Card by any Service Provider, 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, including the replacement of an expired PRESTO Card. You agree that the term of each PRESTO Card is from the date of issuance of the PRESTO Card to the expiry date noted on the back of your PRESTO Card (the "Term"). Any remaining balance on an expired Registered PRESTO Card can be transferred to a non-registered replacement PRESTO Card at the time the replacement card is issued only. No balance transfer can be completed from an expired anonymous PRESTO Card.

Every time you ride transit provided by any Service Provider 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. When you use the PRESTO Card at any Service Provider location, you authorize PRESTO to debit your PRESTO Account for the specific charges incurred per use. We will not authorize a transaction at a Service Provider location if: (i) there are insufficient funds in your PRESTO Account; (ii) your PRESTO Account or PRESTO Card have been suspended; (iii) your 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, the holder of a Registered PRESTO Card can travel once, resulting in a negative balance, so that such holder is not stranded at a location prior to the suspension of the PRESTO Card upon the occurrence of any of the events set out in (i), (ii), (iii) or (iv) above. A fee in the amount of \$0.25 will be charged to your PRESTO Card for any such additional ride provided.

Your 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 ("PRESTO Account"), to keep track of the funds you deposit into your PRESTO Account, the use of the PRESTO Card(s) connected to your PRESTO Account, and all other transactions associated with your PRESTO Account.

You can review your PRESTO Account balance and transaction history by visiting the PRESTO Website or by contacting the PRESTO call centre (the "PRESTO Call Centre") at 1-8-PRESTO-123 (1-877-378-6123 or TTY: 711 or 1-800-855-0511).

The PRESTO Account is a prepaid account used to facilitate payments for transit services with the Service Providers. No interest will be paid on your PRESTO Account, and any funds put into your PRESTO Account are not considered to be deposits insured by the Canada Deposit Insurance Corporation or any other insurer. The funds put into your PRESTO Account may be refundable to you, if (a) you have a Registered PRESTO Card, or (b) PRESTO closes your 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.

Option For Adding Funds To Your PRESTO Account

You have the following options for adding funds to your PRESTO Account:

Web-Based PRESTO Account Loading

You can use your credit card and/or debit card to load money 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 (24-48 hours in Ottawa) for the funds to be credited to your PRESTO Account. Please note that you must tap your card to a device within 30 days in order for your transaction to be completed.

Autoload, Requested Reload and period pass Auto-renew through Pre-Authorized Debit

As a holder of a Registered PRESTO Card you can authorize PRESTO to arrange for your PRESTO Account:

- (i) to be automatically topped up when your PRESTO Account goes below a minimum balance of your choosing ("Autoload") as identified by you on the applicable PRESTO pre-authorized debit agreement ("PAD Agreement"); or
- (ii) to be topped up upon your request for an amount you choose from time to time ("Requested Reload"), by contacting the PRESTO Call Centre or by visiting the PRESTO Website, through the use of the banking information provided by you on the PAD Agreement; or
- (iii) to have your period pass automatically renewed ("Auto-renew") based on your selected Service Provider pass product and chosen end date as identified by you on the applicable PRESTO pre-authorized debit agreement ("PAD Agreement").

Your PRESTO Account will automatically be credited by pre-authorized withdrawals from a chequing account of your choice at a Canadian financial institution (for convenience, referred to as a "bank"). To do so, you must provide us with the required information to identify your selected bank account, which we will only use for this purpose, and sign the PAD Agreement. The bank account information provided by you on the PAD Agreement, is kept on file by PRESTO allowing you to add value to your PRESTO Card via the PRESTO Website or the PRESTO Call Centre without having to provide that information every time you call the PRESTO Call Centre or access the PRESTO Website. 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 Requested Reload withdrawal request.

PRESTO has no control over when your bank provides the funds to us. We will credit your PRESTO Account with the amount of the Autoload or Requested Reload withdrawal request once PRESTO receives the funds.

In order to prevent disruption to any Autoload, Requested Reload or Auto-renew withdrawal request, you must notify us at least five (5) days in advance if your bank account information associated with your Autoload, Requested Reload or Auto-renew arrangement changes.

If any Autoload, Requested Reload or Auto-renew transaction is not honoured by your bank for any reason, such as your bank account having insufficient funds, PRESTO: (i) will charge you a fee for the failed refill transaction; (ii) will reverse any provisional credit given to your PRESTO Account in respect of the refill transaction; and/or (iii) may suspend or end the Autoload, Requested Reload or Auto-renew arrangement until confirmation, satisfactory to PRESTO, has been received by PRESTO that the funding account has been restored to good status. In addition, an Autoload/Requested Reload/Auto-renew collection letter (the "Autoload/Reload Collection/Auto-renew Letter") will 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/Reload/Auto-renew Collection Letter in order to reactivate your PRESTO Card.

Autoload, Requested Reload and Auto-renew through Credit Card

You will be able to arrange with PRESTO for automated credit card top-ups (either a "Credit Card Autoload" or "Credit Card Requested Reload" or a period pass Auto-renew). To enroll for the Credit Card Autoload and/or Credit Card Requested Reload option, you must provide us with the required information to identify your selected credit card, and PRESTO will charge your credit card the amount you chose in your enrollment form or in such other amount as you and we may later agree, on any day when your PRESTO Account goes below a minimum balance of your choosing.

As a holder of a Registered PRESTO Card you are able to authorize PRESTO to arrange for your PRESTO Account:

- (i) to be automatically topped up when your PRESTO Account goes below a minimum balance of your choosing ("Credit Card Autoload") as identified by you on the applicable PRESTO credit card payment agreement ("Credit Card Payment Agreement"); or
- (ii) to be topped up upon your request for an amount you choose from time to time ("Credit Card Requested Reload"), by contacting the PRESTO Call Centre or by visiting the PRESTO Website, through the use of the credit card information provided by you on the Credit Card Payment Agreement; or
- (iii) to have your period pass automatically renewed ("Credit Card Auto-renew") based on your selected Service Provider pass product and chosen end date as identified by you on the applicable Credit Card Payment Agreement.

To enroll for Credit Card Autoload, Credit Card Requested Reload or Credit Card Auto-renew, as the case may be, you must sign the Credit Card Payment Agreement and provide us with the required information to identify your selected credit card. The credit card information provided by you on the Credit Card Payment Agreement is kept on file by PRESTO allowing you to add value to your PRESTO Card via the PRESTO Website or the PRESTO Call Centre without having to provide that information every time you call the PRESTO Call Centre or access the PRESTO Website. PRESTO will charge your credit card the amount you chose in your Credit Card Payment Agreement, or in such other amount as you and we may later agree.

We will credit your PRESTO Account with the amount of the Credit Card Autoload, Credit Card Requested Reload or Credit Card Auto-renew, as the case may be, once PRESTO receives the credit card transaction approval.

In order to prevent disruption to any Credit Card Autoload, Credit Card Requested Reload, or Credit Card Auto-renew, you must notify us at least ten (10) days in advance of any change in your credit card information, including card expiry date.

If a particular Credit Card Autoload, Credit Card Requested Reload or Credit Card Auto-renew transaction is not honoured for any reason, PRESTO: (i) will charge you a fee for the failed refill transaction; (ii) will reverse any provisional credit given to your PRESTO Account in respect of the refill transaction; and/or (iii) may suspend or end the Credit Card Autoload, Credit Card Requested Reload or Credit Card Auto-renew arrangement until confirmation, satisfactory to PRESTO, has been received by PRESTO that the funding credit card has been restored to good status. In addition, an Autoload/Reload/Auto-renew Collection Letter will 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/Reload/Auto-renew Collection Letter in order to reactivate your PRESTO Card.

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

Customer Service Centres

At participating Service Provider customer service centre locations or other identified merchant locations as listed on the PRESTO Website, you may refill your

PRESTO Account. In order to complete your PRESTO Account refill using cash, debit or credit card payment methods, as may be available from time to time by the applicable Service Provider, simply present your PRESTO Card and payment to a Service Provider customer service representative.

PRESTO Call Centre

Provided you have previously completed, signed and submitted to PRESTO a Requested Reload Form or Requested Autoload Form, as the case may be, authorizing a Credit Card Autoload or Credit Card Requested Reload, as the case may be, in accordance with this Agreement, you may also refill your PRESTO Account by calling the PRESTO Call Centre at 1-8-PRESTO-123 (1-877-378-6123 or TTY: 711 or 1-800-855-0511). In order to complete your PRESTO Account refill you must provide the customer service representative with the number of a valid credit card registered in your name.

Additional PRESTO Account Re-fill Options

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

General

Regardless of how you add funds to your PRESTO Account, in no event will PRESTO or a Service Provider, or any other authorized PRESTO Card distributor be responsible for not authorizing a transaction at a Service Provider location if there are insufficient funds in your PRESTO Account.

Billing Errors, Corrections

PRESTO reserves the right to correct the balance of your PRESTO Card if we believe that a clerical, billing or accounting error occurred. We shall have no liability for any billing error unless you provide us 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 PRESTO Account updated: (i) via the PRESTO Website if you are loading your PRESTO Account through the PRESTO Website, (ii) via a PRESTO Call Centre representative if loading your PRESTO Account by phone, or (iii) by a customer service representative when you have added funds to your PRESTO Account at a Service Provider location. PRESTO Account balances can be checked at any time through the PRESTO Website, PRESTO Call Centre, in person at a Customer Service location or by tapping and holding your PRESTO Card against an electronic balance checker device.

Loss or Theft of Your PRESTO Card

Safeguard the PRESTO Card as you would cash. If your Registered PRESTO Card is lost or stolen, you must report this on the PRESTO Website or to the PRESTO Call Centre as soon as possible. PRESTO will only be able to stop the completion of transactions on Registered PRESTO Cards. PRESTO requires 24 hours to deactivate your PRESTO Card once it is reported as lost or stolen. You will be responsible for all charges on the Registered PRESTO Card for a period of 24 hours from the time at which you have notified PRESTO that your Registered PRESTO Card has been lost or stolen. Any remaining balance on a lost or stolen Registered PRESTO Card at the expiration of this 24 hour period can be transferred to a non-registered replacement PRESTO Card at the time the replacement card is issued only. 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. PRESTO, the Service Providers and/or any other authorized PRESTO Card distributor are not responsible for any access to or misuse of your information if your log-in personal identification and/or password are 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.

PRESTO Card Ownership and Use

The PRESTO Card is the property of PRESTO. The PRESTO Card must be returned to us immediately upon request. The rights associated with the PRESTO Card and this Agreement shall apply to anyone using a PRESTO Card, whether such person is the original applicant or a cardholder to whom the PRESTO Card has been transferred for use by such person. 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 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 Requested Reload, Autoload and Auto-renew 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 Service Providers identified herein.

Liability

PRESTO, the Service Providers 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 delay 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 PRESTO Account has insufficient funds or if your 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 Service Providers 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 Service Providers. 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 Service Provider or while on the premises of a Service Provider.

You agree that the liability of PRESTO, a Service Provider, 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 PRESTO Account

You may end the PRESTO Service and close your PRESTO Account at any time, by notifying the PRESTO Call Centre.

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 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 PRESTO Account and all amounts remaining in your 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 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 Service Provider location with your Registered PRESTO Card and requesting a form (the "Refund Request Form").

PRESTO Account refunds to be issued for less than fifty dollars (\$50) can be completed in person at a Service Provider location and will be refunded by PRESTO in cash, less the 4% processing fee described above. For refunds of fifty dollars (\$50) or more, a completed and signed Refund Request Form must be mailed along with the Registered PRESTO Card to PRESTO at P.O. Box 1051, Thorold ON L2V 5A8. Alternatively, a Refund Request Form may be left with any PRESTO customer service agent at any Service Provider 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 PRESTO Account without Cause (as defined below), the remaining funds in your 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, any operation of the 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.

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 post the terms and conditions of the amended agreement on the PRESTO Website. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our web site or as otherwise stated in our notice to you. Unless we state otherwise, the amendment will apply to your future and existing PRESTO Cards. You are deemed to accept the amendments if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice, or (2) you use your PRESTO Card after such notice period. If you do not accept the amendments, upon written request, your PRESTO Card will be cancelled and any amounts remaining on your PRESTO 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 Service Provider in respect of which your PRESTO Card was used is to be raised and resolved between you and the Service Provider. This includes all related matters, such as the amount charged for the transaction, and the quality of the services provided by the Service Provider.

If you have a question or concern about the PRESTO Service, please write to us at PRESTO P.O. Box 1051, Thorold ON L2V 5A8, email us at info@prestocard.ca or call the PRESTO Call Centre at 1-8-PRESTO-123 (1-877-378-6123 or TTY: 711 or 1-800-855-0511). 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 et 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 attorn to the jurisdiction of the courts of the Province of Ontario.