

# PRESTO CONTACTLESS TERMS & CONDITIONS



VERSION 1.1

EFFECTIVE March 10, 2021

## INTRODUCTION

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 the use of contactless payment media (described below) (the “**Terms and Conditions**”). For the purposes of these Terms & Conditions and the other documents or agreements incorporated by reference herein or which incorporate these Terms & Conditions by reference therein, the term “**PRESTO contactless**” means the use by you of a contactless payment media to pay a transit fare on a participating Transit Agency and the services offered by PRESTO in connection with your use of contactless payment media including, but not limited to, use of the [PRESTO website](#) (as defined below) and the PRESTO Contact Centre (as defined below).

Definitions: In these Terms and Conditions, the user of the PRESTO contactless service 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), if it accepts PRESTO contactless, and any other transit agency that accepts payment for its services by way of the PRESTO contactless service that may be added from time to time, and “**Transit Agency**” refers to any one of them.

These Terms & Conditions apply to you when you are using PRESTO contactless to pay your transit fare using contactless payment media on any Transit Agency, and sets out your rights and obligations when using PRESTO contactless. Transit Agency specific terms and conditions or by-laws shall also apply to your journey on a Transit Agency’s service, including the provisions relating to the consequences for failure to pay a valid fare.

## PRIVACY POLICY AND AUTHORIZATION FOR INFORMATION SHARING

You agree that any data PRESTO receives as a result of the use of your contactless payment media and the PRESTO contactless service may be collected, used and disclosed in compliance with the PRESTO Privacy Policy. You authorize PRESTO to share the fare payment related data with the Transit Agencies identified herein.

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 contactless payment media.

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.

## **USING PRESTO CONTACTLESS**

### **Eligibility**

To pay your transit fare on a Transit Agency's service using contactless payment media you must use (i) an accepted contactless credit, debit or prepaid credit card with the contactless symbol or (ii) a compatible digital wallet on a smart device, such as a smart phone or wearable. Use of a digital wallet for payment is also subject to the Terms & Conditions and Privacy Policy of the wallet provider.

For a full list of accepted contactless payment media go to the [PRESTO contactless payments website](#).

At the current time, only one-way adult fares are available for contactless payment. Fare concessions (e.g. senior, youth) are not available on PRESTO contactless.

### **Paying your fare**

You can use PRESTO contactless to pay your transit fare on a Transit Agency. It is your responsibility to check the fare for your journey before you travel. Fare information is available on the applicable Transit Agency's website.

When you tap your contactless payment media on a PRESTO reader (whether stationary or a portable reader held by staff), you are giving authorization for the full adult fare cost of your journey, including any maximum fares or unpaid fares, to be charged to your issuing financial institution. We will charge the fare(s) for the journey(s) to your contactless payment media after you have completed your journey(s) for that day. It may take up to 48hrs for the charge to appear on your credit/bank statement.

When using a contactless payment media, you must always tap on and off (as required) using the same contactless payment media (single card or device). For example, if you tap on with your phone and tap off with your watch or card, you will be charged for two separate incomplete journeys.

- If you are using a payment card, remove the payment card from your wallet or purse before tapping on and off to ensure it is read properly by the PRESTO reader
- If you are using a smart device, you must have sufficient battery power to complete your journey as you may be asked to present your smart device at any time to provide proof of payment
- You should tap only the contactless payment media that you want to pay with on a PRESTO reader
- If you tapped your contactless payment media more than once at the same station within the time set out by the Transit Agency, you will only be charged for the first tap

You must tap your contactless payment media on a PRESTO reader at the start of each journey and, depending on the Transit Agency, the end, and intermediate points.

- A green checkmark screen, accompanied by a success beep, means that your contactless payment media has been accepted for travel
- A red “X” screen, accompanied by a failure buzzer, means your contactless payment media has been rejected for travel
- If your contactless payment media has been rejected, you must not travel any further until either your contactless payment media has been accepted for travel or you have paid your fare by a different means

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.

Your contactless payment media may not be accepted for travel if it:

- Has Unpaid Fares against it (see below); or
- Is verified to be fraudulent or connected with illegal activities; or
- Has been reported lost or stolen; or
- Is rejected by your issuing financial institution; or
- Is damaged

### **Your PRESTO contactless media without a My PRESTO Account**

To access your detailed journey, review transaction history and to manage Unpaid Fares visit the PRESTO App or [PRESTO website](#). For security reasons, certain personal information provided 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.

### **Your PRESTO contactless media with a 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 account application form, we will set up an account for you (“ My PRESTO Account”), to keep track and manage the use of eligible contactless payment media(s) connected to your My PRESTO Account.

Registered PRESTO contactless users can review their transaction history, and manage their Unpaid Fares by visiting the PRESTO website, PRESTO App or by contacting the PRESTO Contact Centre (the “PRESTO Contact Centre”) at 1-877-378-

6123 or TTY: 711 or 1-800-855-0511. As My PRESTO Account user who uses the mobile app, you will also receive PRESTO contactless mobile push notifications notifying you of outstanding actions on your PRESTO contactless payment media.

## **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.

## **Limitations**

Only one person at a time can use the same contactless payment media for travel. You may pay another person's fare with a contactless payment media only if they are travelling with you and only if you have paid your fare by another means.

PRESTO is not responsible if your fare is charged to a card or through a smart device that you did not intend to use, due to your failure to properly adhere to these Terms & Conditions or other posted instruction.

Your journey must be completed within a time limit from when you tapped in. The time limit varies for each Transit Agency; details are available at the applicable Transit Agency's website. If the time between tapping on at the start and tapping off at the end of your journey is more than the prescribed time limit, you will be charged two maximum fares for your journey. If this happens, you may be able to apply for a refund by contacting the PRESTO Contact Centre (the "**PRESTO Contact Centre**") at 1-877-378-6123 or TTY: 711 or 1-800-855-0511.

If your contactless payment media is verified to be fraudulent or connected with illegal activities, PRESTO contactless will permanently reject it for travel.

The fare charged may be subject to change (increase or decrease) if there are activities or taps that are received at a later date. The adjustment will be reflected and appear on your transaction history and your credit/bank statement.

## Unpaid Fares

If your contactless payment media does not have sufficient funds or is otherwise declined by your issuing financial institution when PRESTO submits it for payment, PRESTO is unable to collect your fare (the “**Unpaid Fares**”). In such case, you will be temporarily denied for travel using the contactless payment media that has Unpaid Fares against it until the amount owing has been paid in full.

You can check the PRESTO website or App to see if you have any outstanding Unpaid Fares and follow the prompts to pay them through an online payment form. You can also reach out to our PRESTO Contact Centre.

If you have Unpaid Fares, you authorize PRESTO to recover the fare using your contactless payment media until we receive the full payment. PRESTO will attempt to recover payment through your issuing financial institution, but will not attempt to recover payment on more than six occasions, nor more than once a day, nor for longer than 30 days after your payment was first declined.

If your Unpaid Fare has been collected by your issuing financial institution and paid to PRESTO, you must verify your contactless payment media is in good standing before travel, either through the PRESTO App or [PRESTO website](#).

## INSPECTION

You must be prepared to show your contactless payment media on every journey you make with it. You must let an authorized Transit Agency representative to view your contactless payment media at any time during your journey if asked to do so for the purpose of proof of payment. You may be asked to tap your contactless payment media on a PRESTO reader as part of their inspection. By tapping your contactless payment media on the PRESTO reader, you are confirming that it is the same payment method that you used for travel.

If the contactless payment media you presented to the portable card reader had not been successfully tapped in at the start of your journey, the PRESTO Service will determine that a failed inspection has occurred and apply an Inspection Fare to the contactless payment media in accordance with the fare policy set out by the Transit Agency you were inspected on. See the table below for Inspection Fare details for each Transit Agency:

Transit Agency	Inspection Fare
UP Express	Maximum one-way Adult fare + \$2.00 Convenience Fee

The Inspection Fare will be billed the following day and will appear as a separate charge on your bank/credit statement. The inspection result will also be available in your trip history on the PRESTO website.

If you wish to query or dispute this Inspection Fare please contact the PRESTO Contact Centre at 1-877-378-6123 or TTY: 711 or 1-800-855-0511.

After three failed inspections your contactless payment media will be permanently blocked for travel.

If the contactless payment media presented to the PRESTO reader for inspection is determined to be invalid (i.e., payment media not accepted by PRESTO, expired payment media, unreadable due to issue with payment media, payment media that has been previously blocked by the PRESTO system, or payment media with Unpaid Fares against it), it shall be treated as a failure to provide a valid proof of payment and you may be subject to a fine, penalty, or prosecution as per the applicable Transit Agency's by-laws or terms and conditions.

### **REFUNDS ON FARES PAID WITH A CONTACTLESS PAYMENT MEDIA**

If you have used your contactless payment media but have paid an incorrect fare amount or could not tap off (if required) due to equipment issues, PRESTO may refund the full or partial fare amount back to the same contactless payment media.

Any financial institution fees incurred by you will not be refunded by PRESTO. You may not be eligible for a refund if there are any Unpaid Fares owing.

To apply for a refund, you should call the PRESTO Contact Centre. It may take up to 48hrs for some contactless payment media transactions to fully process, so, when applying for a refund, it is recommended to wait 48 hours from the time of travel. Refund requests are required to be made within 8 weeks of making a journey.

Other refund requests will be governed by the fare policies found at the applicable Transit Agency's website.

### **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").

## **Closing Your My PRESTO Account**

PRESTO reserves the right to terminate this Agreement at any time, at its sole discretion, upon notice to you.

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

## **LIABILITY**

PRESTO and the Transit Agencies 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 contactless 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 contactless payment media has insufficient funds or if your contactless payment media has been rejected; 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 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 PRESTO contactless, 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 or a Transit Agency (including any of their respective directors, officers, employees, agents or representatives), shall be limited to \$100.

## **CHANGES TO THESE TERMS AND CONDITIONS**

PRESTO may amend these Terms and Conditions at any time, including any rights or obligations you or we may have. PRESTO will post the terms and conditions of the amended terms on the [PRESTO website](#). As permitted by applicable law, any amendment will become effective at the time we post the amended terms on our [website](#) or as otherwise stated in our notice to you. Use of PRESTO contactless after the effective date of any change will be deemed to be your acceptance of the change.

## **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 contactless payment media 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 Main, St. Catharines, ON L2R 6Y6, email us at [info@prestocard.ca](mailto:info@prestocard.ca) or call the PRESTO Contact Centre at 1-877-378-6123 TTY: 711 or 1-800-855-0511. Our interest is to ensure that you are pleased with PRESTO contactless.

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 these Terms and Conditions at any time without further consent. You may not assign the obligations or benefits of these Terms and Conditions.

### **Severability**

The invalidity of any term or terms of these Terms and Conditions shall not affect any other term of these Terms and Conditions, which shall remain in full force and effect.

### **Language**

It is the express wish of the parties that these Terms and Conditions 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**

These Terms and Conditions 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 Ontario.

### **Notice of Collection**

PRESTO collects your personal information to provide you with the PRESTO Services (including Contactless Payment) in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 ("FIPPA"), under the authority of the Metrolinx Act, 2006, S.O. 2006, c.16.

For more information on how PRESTO uses your personal information, see the [PRESTO Privacy Policy](#). If you have any questions regarding this Privacy Policy or PRESTO's privacy practices, please contact our 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) 97 Front Street West, 2nd Floor, Toronto, ON M5J 1E6