



Terms and Conditions for TTC 12 Month Pass on PRESTO

- Agreement with TTC in addition to Payment Agreement with Metrolinx.** This agreement is between the customer and TTC and governs the customer's participation in the TTC 12 Month Pass on PRESTO pass product (the "Pass Product"). The terms and conditions governing the payment under the Pass Product are in the Terms and Conditions for Payment of TTC 12 Month Pass on PRESTO agreement between the customer and Metrolinx ("Payment Agreement").
- Acceptance of Terms and Conditions.** The customer is deemed to have accepted the Pass Product and these terms and conditions by, (i) completing and mailing a signed Pass Product application form; or (ii) by agreeing to the terms and conditions at checkout of the online application.
- Pass Product is TTC Program, PRESTO is Metrolinx Product.** The customer acknowledges that, (a) the Pass Product is a program of TTC, and should the customer have any questions concerning the Pass Product, the customer shall contact TTC Customer Service Centre by telephone at 416 393-3030; and (b) the PRESTO card is issued and provided by Metrolinx, and should the customer have any questions concerning the PRESTO card and/or the customer's PRESTO card account, the customer shall contact Metrolinx at PRESTO Customer Service at 1-877-378-6123.
- Information is Correct, How to Change Information.** The customer certifies that all information provided on the Pass Product application is correct. Should any customer information change, the customer shall immediately update the customer's account information online, or notify Metrolinx at PRESTO Customer Service at 1-877-378-6123.
- Automatic Renewal, Effect of Customer Termination.** This agreement is for a minimum of a 12-month period and will automatically renew on an annual basis thereafter. If the customer does not wish this agreement to be renewed, the customer must cancel the contract online, or notify Metrolinx at PRESTO Customer Service at 1-877-378-6123, prior to the 23rd day of the 12th month. Should the customer terminate this agreement prior to the expiration of the initial 12-month period or during any renewal of this agreement, the customer acknowledges and agrees that, in accordance with the Payment Agreement, as applicable, the customer will be liable to TTC and billed by TTC for the difference between the fee of a regular TTC month pass and the monthly fee under the Pass Product charged to the customer under this agreement multiplied by the number of months already passed during the initial 12-month period or any renewal of this agreement (but shall not exceed 11 months) (the "reimbursement"). No portion of any monthly fee under the Pass Product paid by the customer shall be refunded to the customer. The customer also acknowledges and agrees that TTC may charge the customer for any third party charges and/or an administrative fee of \$25.00 to collect the reimbursement.
- Customer Address for Information, Notice.** TTC shall send any Pass Product information or any notice to be given to the customer by TTC under this agreement to the customer's e-mail or postal address as set out on the Pass Product application or other address as updated by customer updating the customer's account information online, or the customer informing Metrolinx at PRESTO Customer Service at 1-877-378-6123.
- Address for Notice.** Any notice to be provided by the customer under this agreement shall be directed to Metrolinx at PRESTO Customer Service at 1-877-378-6123.
- TTC Right to Terminate Agreement.** TTC shall have the right, at its sole discretion, on notice to the customer, to terminate this agreement or to terminate the Pass Product. Upon such termination, no portion of any monthly fee under the Pass Product paid by the customer shall be refunded to the customer and the reimbursement described in Section 5 shall not apply.
- Consequences of Customer Payment Default.** If there is a default by the customer in the payment of any monthly fee as and when due under the Pass Product, or other breach of any term or condition of this agreement, TTC may, on notice to the customer, terminate this agreement. Upon such termination, no portion of any monthly fee under the Pass Product paid by the customer shall be refunded to the customer and the reimbursement described in Section 5 shall apply.
- Changes to this Agreement.** TTC may amend the terms and conditions of this agreement at any time, including any rights or obligations the customer may have. The terms and conditions of the amended agreement shall be posted on the PRESTO website. As permitted by applicable law, any amendment will become effective at the time of posting on the PRESTO website or as provided in the posting or as otherwise stated in the amended agreement. If the customer does not accept the amended agreement, the customer shall have 30 days from the effective date of the amended agreement to terminate this agreement through the customer's account online or informing Metrolinx at PRESTO Customer Service at 1-877-378-6123 and, in such event, this agreement shall terminate on the last day of the month immediately before the month in which the change was to come into effect. Upon such termination, no portion of any monthly fee under the Pass Product paid by the customer shall be refunded to the customer and the reimbursement described in Section 5 shall apply.
- Changes to Monthly Fee.** TTC may change the amount of the monthly fee under the Pass Product. The monthly fee change, and the effective date of the new monthly fee, shall be announced by TTC and posted on the PRESTO website. If the customer does not accept the monthly fee change, the customer shall have 30 days from the time of announcement by TTC or posting on the PRESTO website or as provided in the announcement or posting, to terminate this agreement through the customer's account online or informing Metrolinx at PRESTO Customer Service at 1-877-378-6123 and, in such event, this agreement shall terminate on the last day of the month immediately before the month in which the new monthly fee is effective. Upon such termination, no portion of any monthly fee under the Pass Product paid by the customer shall be refunded to the customer and the reimbursement described in Section 5 shall not apply.
- Termination of Agreement, Termination of Payment Agreement.** The customer acknowledges and agrees that upon termination of this agreement, the Payment Agreement shall also terminate.
- Consent, Privacy Policy, Authorization to Share Information.** In accordance with the Payment Agreement, the customer agrees that and consents to any information provided in the Pass Product application form or online fields in the process of applying for the Pass Product is collected by Metrolinx under the authority of the *Metrolinx Act, 2006* and the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31* for the purpose of implementing and administering the payment under the Pass Product. Any questions regarding the collection of personal information by Metrolinx should be in writing to the Senior Privacy Officer, Metrolinx at 97 Front Street West, 2nd Floor, Toronto, Ontario, M5J 1E6.
The customer agrees and consents to the sharing by Metrolinx with TTC of information collected by Metrolinx for the purpose of implementing and administering the Pass Product. All information provided to TTC by Metrolinx and any information collected under the Pass Product and this agreement by TTC is collected by TTC under the authority of the *City of Toronto Act, 2006, S.O. 2006, c. 11, Schedule A*, including but not limited to sections 394 to 398, and the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56* for the purpose of implementing and administering the Pass Product. All information collected by TTC is subject to TTC Privacy Policy (available at www.ttc.ca). Any questions regarding the collection of personal information by TTC should be in writing to Coordinator – Freedom of Information/Records Management, Toronto Transit Commission at 1900 Yonge Street, Toronto, Ontario, M4S 1Z2.
- Authorization to Disclosure.** The customer consents to the use and disclosure to third parties by TTC of information relating to the customer's name, phone number, address, and PRESTO card number for the purposes of verifying the customer is a customer under the Pass Product, to carry out a credit check and other financial verification of the customer, and/or to collect any amounts owing by the customer under the Pass Product or this agreement, in particular amounts owing pursuant to Section 5.
- Assignment.** TTC may assign this agreement at any time without further consent from the customer. The customer 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.
- 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.

Terms and Conditions for Payment of TTC 12 Month Pass on PRESTO

- Payment Agreement with Metrolinx, in addition to the Use Agreement with TTC.** This is an agreement ("Payment Agreement") between you and Metrolinx (hereinafter "PRESTO") governing the payment for the TTC 12 Month Pass on PRESTO pass product (the "Pass Product"). This agreement is in addition to (and not in substitution for) any previous agreements entered into between you and Metrolinx, including the "PRESTOcard.ca Terms and Conditions" and the "PRESTO Card Terms and Conditions" (<https://www.prestocard.ca/en/terms-and-conditions>). The terms and conditions governing the use of the Pass Product are in the "TTC 12 Month Pass on PRESTO Agreement Terms and Conditions" agreement between you and the TTC ("Use Agreement").
- Acceptance of Terms and Conditions.** You will be deemed to have agreed to the terms and conditions in this Payment Agreement by:
 - completing and mailing a signed copy of this Payment Agreement; or
 - by agreeing to the terms and conditions at online checkout.
- Payment Method.** You may pay for the Pass Product by:
 - online payment by credit card, Visa Debit® or Debit Mastercard®;
 - authorizing a charge to your credit card, Visa Debit® or Debit Mastercard® for the appropriate amount, which will require the completion and mailing of an additional agreement ("CCDP Agreement", available at [insert link address]);
 - pre-authorization given to PRESTO to debit a chequing account of your choice at a Canadian financial institution (for convenience, referred to as a "bank"), which will require the completion and mailing of an additional agreement ("PAD Agreement", available at <https://www.prestocard.ca>). Note that if pre-authorized debit payment is selected, you will not be able to receive automated email notifications.

You hereby agree to the charge by one of the methods listed above in accordance with the terms of this Payment Agreement and any other applicable agreement including the PRESTO Card Terms and Conditions, CCDP Agreement or PAD Agreement.
- Timing of Charges.** The monthly fee for the Pass Product will be charged in advance on the 23rd day of the month prior to the month the fee applies to.
- Administrative Fee may be Charged.** If PRESTO is unable to process your transaction due to insufficient funds, incorrect payment information or some other reason within your control, you will be responsible and charged for any third party service charges charged to PRESTO.
- How to Change your Payment Information.** If you need to change your payment information, you may do so online at www.prestocard.ca or by telephone at 1-877-378-6123. Any changes to payment information must be done on or before the 23rd of the month before the month in which the change needs to be effective.
- Automatic Renewal, Effect of Termination by you.** The Use Agreement between you and the TTC is for a minimum 12-month period and will automatically renew on an annual basis thereafter. If you do not wish that agreement to be renewed, you must cancel your contract online, or notify Metrolinx at PRESTO Customer Service at 1-877-378-6123, prior to the 23rd day of the 12th month as set out in the Use Agreement. Should you terminate the Use Agreement prior to the expiration of the initial 12-month period or during any renewal period of the Use Agreement, you acknowledge and agree that you will be liable to the TTC and billed by the TTC for the difference between the fee of a regular monthly pass and the reduced fee of the Pass Product billed to you under this agreement, multiplied by the number of months already passed during the initial 12-month period or any renewal of this agreement (but shall not exceed 11 months) (the "Reimbursement"). No portion of any monthly fee under the Pass Product paid by you shall be refunded to you. You also acknowledge and agree that TTC may charge you for any third party charges and/or an administrative fee of \$25.00 to collect the Reimbursement.
- Privacy Policy and Authorization to Share Information.** You agree that the information provided in any forms or online fields in the process of applying for the Pass Product (in addition to your use of PRESTO) is subject to the PRESTO Privacy Policy (available at www.prestocard.ca/en/privacy). You hereby authorize such information to be used in administering the payment of the Pass Product, including sharing such information with TTC as may be necessary for TTC to administer the program and collect any amounts owing by you to TTC under the Use Agreement between you and TTC. 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. Any questions regarding the collection of personal information under this Payment Agreement may be directed to, in writing, the Senior Privacy Officer, Metrolinx at 97 Front Street West, 2nd Floor, Toronto, Ontario, M5J 1E6.
- Changes to this Payment Agreement.** PRESTO may amend the terms and conditions of this Payment 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 and notify you by email if one has been provided to PRESTO. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our website or as otherwise stated in the amended terms and conditions. If you do not accept the amended terms and conditions, you will have 30 days from the effective date of the amended terms and conditions to notify PRESTO in writing that you do not accept the amended terms and conditions and, in such event, this Payment Agreement shall terminate on the last day of the month immediately before the month in which the amended terms and conditions were to come into effect.
- Cancellation of this Payment Agreement.** This Payment Agreement is effective as long as the Use Agreement is effective. As a result, this Payment Agreement will be automatically terminated if and when the Use Agreement is cancelled or otherwise terminated. PRESTO may also cancel this Payment Agreement if you are in breach of any of the terms and conditions. In either case, any consent or acknowledgement made by you in this Payment Agreement shall not be considered voided, invalidated or otherwise ineffective by such termination.
- Consent to Receive Notifications.** You hereby consent to receive notifications from PRESTO as may be required to communicate information regarding the Payment Agreement to you, to the address or email address provided as the preferred method of communication.
- General.**
 - Assignment**
PRESTO may assign this Payment Agreement at any time without further consent. You may not assign the obligations or benefits of this Payment Agreement.
 - Severability**
The invalidity of any term or terms of this Payment Agreement shall not affect any other term of this Payment Agreement, which shall remain in full force and effect.
 - Language**
It is the express wish of the parties that this Payment 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 Payment 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.

Signature

Date