



Trinity Metro ZIPZONE - Terms of Service

Last Updated: July 13, 2019

Section 1- Introduction

These Terms of Service (“Terms of Service”) govern the access or use by you of applications, websites, content, products, and services (collectively, the “Service”) made available by Fort Worth Transportation Authority, doing business as “Trinity Metro,” a regional transportation authority created and operating under Chapter 452 of the Texas Transportation Code (“Trinity Metro,” “our,” “we,” or “us”). The Service expressly includes ZIPZONE ride services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Service constitutes your agreement to be bound by these Terms of Service, which establish a contractual relationship between you and Trinity Metro. If you do not agree to these Terms of Service, you may not access or use the Service. Trinity Metro may amend these Terms of Service from time to time. Amendments will be effective upon Trinity Metro’s posting of such updated Terms of Service on our website (<https://ridetrinitymetro.org>). Your continued access or use of the Service after such posting constitutes your consent to be bound by the Terms of Service, as amended.

Our collection and use of personal information in connection with the Service is as provided in Trinity Metro’s Privacy Policy located at <https://ridetrinitymetro.org/privacy-policy/>. You understand and acknowledge that any information you submit to Trinity Metro is subject to public inspection and copying under the Texas Public Information Act (Chapter 552 of the Texas Government Code), unless exempt by law.

Section 2 - The Service

The Service constitutes a technology platform that enables users of the Trinity Metro ZIPZONE mobile application (the “App”) and/or Trinity Metro’s website, to, among other things, request, schedule, and pay for rides provided through the Trinity Metro ZIPZONE program. The Services also include the provision of rides to users of the ZIPZONE program. Unless otherwise agreed

by Trinity Metro in a separate written agreement with you, the Service is made available solely for your personal, noncommercial use.

The Service is currently being offered as a pilot, and as such is limited in its capacity, geographic region, and hours of operation. The geographic region and hours of operation were selected based on the Service's limited capacity during the pilot and our anticipation of demand for the Service and have no discriminatory rationale or intention.

Section 3 - Eligibility to Use the Service

By using the Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. Children.

No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER.

No one under the age of 18 is allowed to register with or use the Service without the consent of a parent or guardian. If you are under the age of 18, by registering for and using the Service, you warrant and represent that you have consent to do so from a parent or guardian. If you are a parent or guardian of a minor who has registered for or used the Service without your consent, please contact us at <https://ridetrinitymetro.org/>

If you are using the Service on behalf of a company, entity, or organization (collectively "Organization"), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and
3. agree to be bound by these Terms on behalf of that Organization.

Section 4 - Your Account and Log-In Credentials

To use the Service, you may need to create and log-in to an account for the Service (the "Account") by providing a username, password, and cellular phone number. Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party. As you will be responsible for all activity that occurs under your access credentials (including, without limitation, the behavior of any other people that travel in your party), you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service.

You are responsible for your log-in credentials and for keeping your information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Service. You represent and warrant that the information you provide to Trinity Metro upon use of the Service and at all other times will be true, accurate, current, and complete.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party without your permission, you agree to immediately notify Trinity Metro by e-mail to <https://ridetrinitymetro.org/>. You will be solely responsible for the losses incurred by Trinity Metro and others due to any unauthorized use of your Account.

If you choose to set up your Account to electronically pay, you will also be required to provide a valid payment method approved by Trinity Metro. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date. You grant Trinity Metro the right to provide any information you submit to third parties for purposes of facilitating the completion of any transactions initiated by you or on your behalf. There is a risk that unauthorized third parties may engage in illegal activity, such as hacking into Trinity Metro's security systems or Trinity Metro's contracted vendors' security systems, or by intercepting transmissions of personal information over the internet. Trinity Metro is not responsible for any data obtained by third parties in an unauthorized manner.

Section 5 - License

Subject to your compliance with these Terms of Service, Trinity Metro grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license or sublicense to: (1) access and use the App on your personal mobile device solely in connection with your use of the Service; (2) use the Service through access to Trinity Metro's website (the "Website"), and (3) access and use any content, information, and related materials that may be made available as part of the Service through the Website or the App, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Trinity Metro and Trinity Metro's licensors.

Although Trinity Metro strives to provide content, information, and related materials that are both useful and accurate, the nature of the data and other information available via the Service is subject to frequent change. Accordingly, the content, information, and related materials available via the Service may not be up-to-date, accurate, or complete at all times.

Section 6 - Code of Conduct

A. Use of the Service through the App

In connection with your use of the App or use of the Service through the App, you agree that you will not:

- Restrict or inhibit any other user from using the Service, including, without limitation, by means of “hacking” or defacing any portion of the Service;
- Use the Service for any unlawful purpose;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive or malicious nature;
- Modify, copy, change, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service;
- Remove any copyright, trademark or other proprietary rights notices contained on the Service or “frame” or “mirror” any part of the Service;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents without our prior written consent; or
- Take any action that imposes or may impose an unreasonable or disproportionately large load on our (or our third party providers’) infrastructure.

B. Use of the Service as a Rider

In connection with your use of the Service as a rider, you agree that you will not:

- Use the Service for any unlawful purpose;
- Engage in conduct which may cause or tend to cause annoyance, alarm, or inconvenience to a reasonable person or create a breach of the peace;
- Commit any act which causes or may tend to cause harm to oneself or to any other person;
- Engage in any disorderly conduct while using the Service;
- Smoke anywhere on or in Trinity Metro property or vehicles;
- Consume any alcoholic beverage or possess any opened or unsealed container of alcoholic beverage in any Trinity Metro vehicle;
- Use the Service while intoxicated or otherwise impaired by alcohol or drugs;
- Engage in conduct which interferes with or may tend to interfere with the provision of the Service or the safe and efficient operation of Trinity Metro’s other transit services.

If multiple people are traveling in a party, the holder of the Account under which the ride was hailed is responsible for the conduct of everyone traveling in the party.

Section 7 - Mobile Ticketing, Payment, and Billing

A. Mobile Ticketing

A mobile ticket refers to a pass confirming your authorization to use the Service as a rider, purchased through the App using a smartphone or mobile device (collectively, “device”). The security of your device and mobile ticket is your responsibility. If your mobile ticket or device is lost or stolen, Trinity Metro will not provide a duplicate or replacement mobile ticket. Your valid mobile ticket should be activated and displayed clearly on the device screen when asked by Trinity Metro’s vehicle operator or fare-enforcement officer to view the mobile ticket. A valid mobile ticket must be retained during your entire journey. If you are unable to show a valid mobile ticket, you may be subject to a fine and refusal of Service until you are able to show a valid mobile ticket. If the mobile ticket has been damaged or is not readable in any way, the mobile ticket becomes invalid and a new one must be purchased. If you delete the App you will also delete your mobile tickets. If you reinstall the App on the same device it was deleted, your passes will be downloaded to the device. You cannot print or transfer mobile passes. If you lose or get a new phone, you must contact Trinity Metro’s customer service to transfer passes to your new phone.

You will be charged for each ride hailed through the Service when your ride is complete, provided that we may pre-authorize and hold an estimated amount of the charge on your payment method before the ride begins. All charges are non-refundable.

B. Cancellations and No-Shows

If you cancel a ride hailed through the Service or if you are not present at the time and place designated for pick-up (a “no-show”), we may collect from you all or a portion of the charge that would have been payable for such cancelled or uncompleted ride. Repeated cancellations or no-shows may result in the suspension of your account, in Trinity Metro’s sole discretion.

Section 8 - Consent to Receive Emails and Text Messages

By creating an Account, you agree that the Service may send you informational emails and text (SMS) messages as part of the normal business operation of your use of the Service. You may opt-out of receiving emails and text (SMS) messages from Trinity Metro at any time; provided, however, you may not opt out from receiving by email or text message notices of a change in these Terms and Conditions and/or termination of the Service and your Account. You acknowledge that opting out of receiving emails or text (SMS) messages may impact your use of the Service.

Section 9 - Network Access and Devices

You are responsible for obtaining the data network access necessary to use the App or the Website for the Service. Your mobile network’s data and messaging rates and fees may apply if you access or use the Service from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Service and the

App and any updates thereto. Trinity Metro does not guarantee that the Service, or any portion thereof, will function on any particular hardware or devices. In addition, the App and other aspects of the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Section 10 - Disclaimer

ALL ASPECTS OF THE SERVICE ARE PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE." TRINITY METRO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, TRINITY METRO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICE OR ANY ASPECT OF THE SERVICE REQUESTED THROUGH THE USE OF THE APP OR WEBSITE (SUCH AS, BUT NOT LIMITED TO, RIDES), OR THAT ANY ASPECT OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Section 11 - Limitation of Liability

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, TRINITY METRO SHALL NOT BE LIABLE FOR AND DOES NOT WAIVE ANY DEFENSE AVAILABLE TO IT REGARDING CLAIMS FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF OR FAILURE OF THE SERVICE, EVEN IF TRINITY METRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, TRINITY METRO SHALL NOT BE LIABLE FOR AND DOES NOT WAIVE ANY DEFENSE AVAILABLE TO IT REGARDING CLAIMS FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF (1) YOUR USE OF OR RELIANCE ON THE SERVICE; (2) YOUR INABILITY TO ACCESS OR USE THE SERVICE; (3) ANY UNAVAILABILITY OF ANY ASPECT OF THE SERVICE FOR ANY REASON (SUCH AS, BUT NOT LIMITED TO, RIDES); (4) UNAUTHORIZED ACCESS TO OR USE OF ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON OUR OR OUR AGENTS' OR CONTRACTORS' SERVERS; OR (5) ANY NEGLIGENCE, ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN THE PROVISION OF THE SERVICE (INCLUDING, BUT NOT LIMITED TO, THE PROVISION OF RIDES) OR IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY ASPECT OF THE SERVICE OR OF MATERIALS POSTED, EMAILED, TRANSMITTED

OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF TRINITY METRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, TRINITY METRO SHALL NOT BE LIABLE FOR AND DOES NOT WAIVE ANY DEFENSE AVAILABLE TO IT REGARDING DELAY, FAILURE, OR NEGLIGENCE IN: (1) PERFORMANCE OF THE APP OR OTHER ASPECTS OF THE SERVICE OR (2) PROVISION OF RIDES REQUESTED AS PART OF THE SERVICE.

Section 12 - Indemnity

You agree to indemnify and hold Trinity Metro and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (1) your use of the Service or services obtained through your use of the Service; (2) your breach or violation of any of these Terms of Service; or (3) your violation of the rights of any third party, all without, however, waiving any governmental immunity available to Trinity Metro under applicable law.

Section 13 - Termination

These Terms of Service shall remain effective until terminated in accordance with its terms. We reserve the right to immediately terminate these Terms of Service, and/or your access to and use of the Service or any portion thereof, at any time and for any reason, with or without cause. Additionally, we reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Service at any time, with or without notice to you. Upon termination of these Terms of Service, your right to use the Service shall immediately cease. You agree that Trinity Metro may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files.

Section 14 - Choice of Law

These Terms of Service and the rights and obligations of the parties under these Terms of Service will be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, excluding its rules of conflicts of law. Any and all obligations under these Terms of Service are performable in Tarrant County, Texas, and the parties hereby irrevocably consent to the jurisdiction of the courts in Tarrant County, Texas with respect to all disputes arising out of these Terms of Service.

Section 15 - Notices

Trinity Metro may provide any notice to you by means of any one or more of the following methods: (1) a general notice on Trinity Metro's Website and/or on the App, (2) electronic mail to your email address in your Account, (3) text to the number of your device, or (4) by written communication sent by first class mail or pre-paid post to the address in your Account, if you provided one. Such notice shall be deemed to have been given upon the expiration of 48 hours

after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Trinity Metro, with such notice deemed given when received by Trinity Metro, at any time by first class mail or pre-paid post to 801 Cherry Street, Ste 850, Fort Worth, Texas 76102.

Section 16 - General

These Terms of Service constitute the entire agreement between you and Trinity Metro concerning your use of the Service. You may not assign your rights under these Terms of Service without Trinity Metro's prior written approval, which may be withheld in its sole and absolute discretion. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you and Trinity Metro as a result of this agreement or use of the Service. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Trinity Metro's failure to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Trinity Metro in writing.

Effective Date:

This policy is effective as of July 13, 2019.