

Terms & Conditions of Use for MyTransitBenefit.com

THIS WEBSITE IS OWNED, CONTROLLED AND OPERATED BY THE REGIONAL TRANSPORTATION AUTHORITY (RTA). RTA RESERVES THE RIGHT, AND IN ITS SOLE DISCRETION, TO MODIFY, ALTER OR OTHERWISE UPDATE THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AT ANY TIME. BY ENTERING THIS WEBSITE (SITE), YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS, ALTERATIONS AND/OR UPDATES.

RTA shall use all reasonable efforts to perform the services identified in the Specifications Section herein. RTA's delivery of service is dependent upon the timely performance by Employer of its obligations as outlined in this Agreement.

Definitions

ACH – Automated Clearing House payments.

Administrative Fees – Fees assessed by the RTA for each employee enrolled in the Program (see Section III, Administrative Fees, Payment Terms and Cut-Off Date)

Benefit Period - The length of time during which an employee's transit and parking benefit is available for use.

Benefit Services – Support for the administration of employee benefits under applicable law.

Benefit Value – The monetary amount that has been paid by the employer (either through a deduction or subsidy) on behalf of the employee.

Check-Out Fee – Fees assessed by the RTA for the use of a particular payment methods. The Check-Out Fee varies depending on the type of payment method used (see Section III, Administrative Fees, Payment Terms & Cut-Off Date).

Cut-Off Date – The last calendar date of the month that an order may be placed.

Employer Liaison – An individual that acts on behalf of the employer by administering the transit and parking benefits.

Fare Media – Instruments issued by or on behalf of the transit agency for the payment of fares and funds loaded on Prepaid Debit Card for transit and parking benefits.



I. PROGRAM FEATURES

A. Enrollment

The Employer may enroll eligible employees on the Site. Depending on the account setup and ordering option selected by employer, employer or employees may change orders via the Site's ordering system at any time. However, changes to be effective for a Benefit Period must be made prior to the Cut-off Date preceding the beginning of such Benefit Period. Employer will be required to provide the following eligibility information: employee name, employee ID number, delivery address, delivery city, delivery state, delivery zip (United States Postal) code, telephone number, email address and Employer's office/branch location(s) to the employee roster). Employer shall not provide any other information about its employees to RTA unless mutually agreed-to in writing by Employer and RTA.

B. Customer Service

RTA Customer Service representatives are available to respond to incoming calls and emails for any questions. Customer Service hours of operation are Monday thru Friday, 7:00 am – 7:00 pm CST at 1.888.782.1008 or via email at help@mytransitbenefit.com.

C. Payroll Interface

RTA will provide a pre-defined payroll deduction report that may be imported into Employer's payroll system to facilitate processing of payroll deductions.

D. Employee Communications

RTA will provide the following communication materials to the Employer for distribution to its Employees and Employer Liaison:

- Getting Started Guide,
- Product Choices Information,
- Product Ordering Form,
- Employer / Employee User Guide,
- Employee Welcome Letter,
- Employer / Employee Frequently Asked Questions (FAQ's).

Communication materials will be provided in an electronic format and available for download on the Site for customization and/or printing.



E. MyTransitBenefit.com Product Accessibility

The Employer has elected to offer the RTA Transit Benefit Fare Program (Program) to participating employees. The Program provides the following product options:

- The personalized, reloadable RTA Transit Benefit Prepaid Mastercard for transit and parking,
- Direct loads to employee accounts at participating transit providers,
- Direct loads to any other new qualified transit smart card products that become available in the future.

II. EMPLOYER OBLIGATIONS

Employer shall:

- A. Cooperate with RTA during the enrollment process, throughout the Program, and by educating employees about the Program. Such education shall include, but is not limited to distributing communication materials to employees provided by RTA,
- B. Promptly report to RTA any errors or problems regarding RTA's administration of the Program and Site (all reports shall include a detailed description of any errors or problems),
- C. Make all payments in accordance with the terms below and for the amount of Fare Media ordered, administration fees, and other fees as detailed below,
- D. Maintain a current employee eligibility roster, and
- E. Update any new Program participants and terminations online in a timely fashion.

III. ADMINISTRATIVE FEES, PAYMENT TERMS AND CUT-OFF DATE

RTA shall make available to Employer two (2) calendar days after the Cut-off Date for that applicable Benefit Period an invoice / order funding report for the administration fee and the Benefit Value (collectively referred to as the "Order"). The invoice / order funding report will be based on the order file for Employer's participating employees for such Benefit Period. Cut-off Date is the last date which an order can be placed.

- A. RTA will charge Employer a monthly administrative fee for each employee participating in the Program. These fees are set at \$2.75 per month, per employee for the RTA Transit Benefit Prepaid Mastercard, and \$1.00 per month, per employee for Direct Loads. The monthly administrative fees are subject to change and you shall be notified via email at least 30 calendar days before the effective date of the change.
- B. ACH (automated clearing house) Cut-off Date is the 10th of each month. RTA or its service provider will withdraw the payment via ACH on the 15th day of the month



preceding such Benefit Period. Employer shall take all action needed to enable RTA to effect such ACH payments. Withdrawal will be for the full amount of the order. Employer hereby authorizes RTA to originate ACH transfer entries from its bank account if Employer opts for ACH as the payment option. Employer understands that this authorization will remain in effect until the debt for orders placed is fully discharged or is canceled in writing, whichever comes first. Employer agrees to notify RTA in writing of any changes in its account information or termination of this authorization at least 15 days prior to the next billing date. Employer confirms that the above business bank account is enabled for ACH transactions and agrees to reimburse RTA for all penalties and fees incurred as a result of Employer's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions or due to insufficient funds. Employer further agrees not to dispute these transactions with its bank provided the transactions correspond to the terms indicated in this authorization form. Employer acknowledges that the origination of ACH transactions to its account will comply with the provisions of U.S. law. Both parties agree to be bound by Nacha Operating Rules and agree to provide any additional information to the other party to ensure that parties are in compliance with Nacha Rules. Both Parties agree that this agreement can be terminated by the other for breach of any Nacha Rules.

- C. Credit Card Cut-off Date is the 10th of each month. RTA will charge the credit card on file in the employer's account. This charge will be made on 15th of the month and for the full amount of the order. In the instance of a credit card charge dispute from the Employer, the RTA will assess the disputed amount back to the Employer along with a processing fee.
- D. The Benefit Services will not be provided in any Benefit Period unless full payment of the invoice issued for such Benefit Period has been received by RTA. If the Employer account is deactivated, the employees of that Employer will have to resubmit their future orders. For any ACH returns, the Employer will be charged an ACH return charge of \$35.00, and the Employer account will be deactivated until all past due sums are settled.
- E. In the instance of a credit card charge dispute from an employee for top up functionality, the Employer will be responsible for paying the disputed order funding amount to the RTA. The RTA reserves the right to assess the Employer a dispute processing fee.
- F. RTA will charge the employer a Check-Out Fee for using a credit card to pay for their order. This fee will be 4% of the order. The Check-Out Fee is subject to change and you shall be notified via email at least 30 calendar days before the effective date of the change.

IV. TERM

The term of this Agreement will remain in full force and effect while you use this Site and/or have an Employer account that has not been deactivated.



V. EMPLOYER LIASON

By accessing the Employer's account, the Employer Liaison accepts the terms and conditions of use and certifies that he/she is authorized to act on behalf of Employer in connection with all matters pertaining to the Terms and Conditions of Use of the Program.

VI. GENERAL PROVISIONS

- A. Employer shall maintain in strict confidence and not disclose to any other person or entity or otherwise use (other than for its program for which the fare media are provided under this Agreement) any information relating to RTA (including without limitation, any Personal Information or other confidential or proprietary information) which may be disclosed to Employer in connection with this Agreement or the performance of services hereunder. Employer acknowledges and agrees that its purchase of the Benefit Services does not grant it any property right, interest, license or right to use any confidential or proprietary information, technology system or concept of RTA.
- B. RTA is hereby authorized to include Employer on a list of entities using RTA's services and to use such list in promotion, marketing or advertising which RTA may, in its sole discretion, publish or distribute, provided RTA shall not inaccurately depict Employer's relationship with RTA or indicate Employer's endorsement of RTA or its products or services.
- C. RTA, if required by any Banking regulations, is hereby authorized to provide Employer Name, Address, Tax-ID Number and such other necessary details to its Sponsor Bank. RTA and its suppliers are required by Federal regulations that the Employer, for certain Prepaid products, be identified by corporate name, address, government issued tax identification number and other relevant information. Therefore, Employer may be asked to provide information and identification to comply with the law. As required by anti-money laundering laws, employees of those Employers receiving the said Prepaid card products may be asked to provide further information for identification purposes. Employer and employee shall be responsible for accurately providing such further information for identification purposes as requested and shall inform its employees receiving said Prepaid card products that such employees may also be asked to provide further information for identification purposes for the purposes of complying with federal regulations with the issuance of such Prepaid card products.
- D. RTA shall not be liable for any delays in delivery or any failure of RTA to perform its obligations due to causes beyond RTA's reasonable control, including without limitation, the elements, acts of God, delays in transportation, labor difficulties, interruption of communications or power, delays of delivery of supplies, delays in delivery of fare media supplied by other entities, civil disturbances, natural disasters, communicable disease pandemic or epidemic or any other cause beyond the reasonable control of RTA. RTA will also not be liable for any credit / replacement of fare media that have been



dispatched by United States Postal Service but have been lost in transit and / or non-delivered to Employees' addresses.

- E. Employer shall be responsible for any state, local or federal taxes in the nature of sales taxes or any other charges that are levied by Transit Agencies or parking operators which may be applicable to this Agreement or any services or deliveries under it whether such tax is imposed now or later by the applicable taxing authority. Employer shall promptly pay RTA for any such taxes even though such taxes are not identified within this Agreement regardless of when it is determined that such taxes are applicable even if such determination is made after the delivery of the applicable services or products or after the termination of this Agreement.
- F. Employer shall inform all participating Employees that the fare media products delivered pursuant to the Benefit Services are like cash and should be protected by those participating Employees as those Employees would protect cash. Employer shall further inform each participating Employee that the validity of other fare media delivered hereunder is subject to expiration dates and/or time frames and terms of use provided by the applicable entity issuing such fare media product.
- G. RTA is not providing Employer any legal advice and, accordingly, RTA undertakes no responsibility or liability whatsoever regarding whether the Benefit Services as implemented by Employer is in compliance with the requirements of Section 132(f) of the United States Internal Revenue Code. RTA expressly recommends that Employer obtain the advice of legal counsel with respect to such compliance.
- H. RTA WARRANTS TITLE TO FARE MEDIA PRODUCT DELIVERED BY RTA PURSUANT TO THIS AGREEMENT. OTHERWISE, RTA MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES. WITHOUT LIMITING THE FOREGOING, RTA MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES AS TO MERCHANTABILITY OR THE FITNESS OF ANY FARE MEDIA PRODUCT DELIVERED PURSUANT TO THIS AGREEMENT FOR ANY PARTICULAR PURPOSE. ANY SUCH WARRANTY, REPRESENTATION OR GUARANTEE SHALL BE THE RESPONSIBILITY OF THE ISSUER OF THE APPLICABLE FARE MEDIA. Employer acknowledges and agrees, and shall inform all participating Employees, that this Agreement is exclusively between RTA and Employer and that RTA has no direct obligations to Employees and no third party beneficiary liability to anyone, including without limitation, participating Employees. Employer agrees to indemnify, defend and hold harmless RTA, its affiliates, and their respective officers, directors, shareholders, employees and agents against all such third party claims and causes of action.
- I. Notwithstanding anything to the contrary contained herein, the parties agree that:
 - a. Personal Information for purposes of this Agreement means information that identifies, relates to, or describes an individual. RTA will only collect, store, use and disclose Personal Information of Employer's employees for purposes of providing the Benefit Services, in accordance with this Agreement. Employer shall provide only the Personal Information to RTA that is necessary for RTA to provide the Benefit

Services and no other Personal Information about Employer's employees. RTA shall have no liability, obligation or responsibility to any Employer, any employees of any Employer, or any other party with respect to any identification, records, documents, Personal Information or other confidential information that is given or made available to RTA, other than such information required to be provided to RTA to provide the Benefit Services, a current list of which is set forth in Section I. A. above, which may be amended from time-to-time by mutual agreement of the parties. All identification, records, documents, Personal Information or confidential information that is not required to be given to RTA pursuant to Agreement, is collectively referred to herein as "Other Information;"

- b. Employer is prohibited from providing "Other Information" to RTA unless mutually agreed upon by RTA and Employer in writing, including but not limited to, Social Security numbers of its employees;
 - c. Employer represents and warrants that it has obtained all necessary consents or otherwise has the right to disclose Employee Personal Information to, or to cause such Employee Personal Information to be stored by, RTA and that RTA's processing of the Employee Personal Information in the performance of this Agreement shall not violate the rights of such Employees or any third party;
 - d. Employer grants permission to RTA to use the Employee Personal Information as necessary to provide the Benefit Services in accordance with this Agreement. RTA may collect, store and use anonymized Employee Personal Information and information from the administration of the Benefit Services in order to improve RTA's business operations and its products and services;
 - e. RTA reserves the right at all times to disclose any information, including Employee Personal Information, as necessary to satisfy any law, regulation, legal process or governmental request;
 - f. Employer shall indemnify and hold RTA and RTA's members, managers, directors, officers, affiliates, agents, employees, representatives, successors and assigns harmless from and against any and all losses, damages, expenses (including legal costs and expenses), penalties, injuries, claims, actions or suits of any kind or nature, in contract or tort, however arising from any cause whatsoever arising from or related to any claims arising from any action by RTA in strict accordance with instructions received from the Employer with respect to the processing of Employee Personal Information, or in accordance with this Agreement. The provisions of Section VI. H. of this Agreement shall survive any expiration or termination of this Agreement.
- J. RTA'S EXCLUSIVE LIABILITY, IF ANY, TO EMPLOYER REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT OR ANY OTHER THEORY OF LAW SHALL BE LIMITED TO DIRECT DAMAGES (EXPRESSLY EXCLUDING ANY AND ALL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) AND

SHALL IN NO EVENT EXCEED AN AMOUNT OF ONE (1) MONTH OF THE FEES PAID BY EMPLOYER TO RTA UNDER THIS AGREEMENT.

Employer hereby acknowledges that the limitations of liability set forth in these Terms and Conditions of Use represent the allocation of risk of failure between Employer and RTA as reflected in the pricing of this Agreement and is an essential element of the basis for the bargain between Employer and RTA.

- K. All administrative and check-out fee amounts are subject to change without any prior notice
- L. Any credit balance in Employer's account can be utilized by Employer against future orders. RTA or its service provider will process refund for any available credit balance within ninety (90) days after this Agreement is terminated by either party.
- M. Any claim not presented by Employer within one year from the date on which Employer discovered or reasonably should have discovered such claim shall be deemed waived. Furthermore, no action, regardless of form relating in any way to performance or nonperformance of RTA under this Agreement, may be brought by Employer more than one year after the termination or expiration of this Agreement.
- N. This Agreement may not be assigned, sublicensed or otherwise conveyed or transferred by either Employer or RTA to any other person or entity, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that RTA shall have the right to assign its rights and obligations under this Agreement to an affiliate of RTA without the consent of Employer.
- O. All communications, including notices, shall be effective upon delivery personally or by overnight courier to the current address of the recipient.
- P. In the event of a breach of any provision of this Agreement by either party, the other party in addition to any other remedy it may have shall be entitled to recover reasonable attorney's fees and expenses incurred as a result of such breach.
- Q. All communications, including notices, shall be effective upon delivery personally or by overnight courier to the current address of the recipient.
- R. This Agreement sets forth the entire agreement between Employer and RTA with respect to its subject matter and the parties are not bound by any understandings, agreements or other writings with respect to this subject matter otherwise than as expressly set forth in this Agreement. This Agreement may not be terminated (other than as stated expressly in this Agreement) or changed except by a writing signed by both parties. No waiver of any of the provisions of this Agreement shall be effective unless evidenced by a writing signed by the party charged with such waiver and any such waiver shall be strictly limited to the terms of such writing. This Agreement shall be binding upon and benefit the successors and permitted assigns of each party. No representations or warranties other than as may be expressly stated in this Agreement



have been made to induce either party to enter into it. This Agreement shall be deemed made in the State of Illinois and shall be construed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. Furthermore, Employer hereby agrees not to institute any litigation or other proceeding pertaining to this Agreement or RTA's performance of the Benefit Services, except within the State of Illinois and agrees not to contest the jurisdiction and venue of any court in the State of Illinois with respect to any action commenced by RTA in connection with this Agreement.

REVISED: May 2021

