

## **ConnectCard™ Terms and Conditions**

The ConnectCard is Port Authority of Allegheny County's electronic fare media for use at bus fareboxes, light rail vehicle fareboxes, light rail station entrances, the Monongahela Incline and eventually other ancillary services and uses on Port Authority's public transit system and the systems of participating regional public transit agencies. It utilizes smart card technology to load, store and use all types of Port Authority (and other participating regional transit agencies') fare products including full fare (weekly, monthly, annual and stored value) and half fare (10-trip and stored value) products. The ConnectCard replaces flash-pass based fare products such as monthly flash passes and trip tickets.

The Terms and Conditions constitute your ConnectCard Agreement and shall apply to all activity with respect to the use of the ConnectCard.

Please read the Terms and Conditions carefully and keep a copy for your records. These terms and conditions may be updated by Port Authority at any time and for any reason, without notice, so it is important that you check these Terms and Conditions regularly for changes.

### ***Balance Protection and Replacement***

Proper registration and activation of your ConnectCard entitles you to Balance Protection. With Balance Protection, the value on your card will be transferred to a replacement card at the time Port Authority (or other participating regional transit agency) is properly notified by you that your card is lost or stolen. Port Authority reserves the right to charge a non-refundable replacement fee for the replacement of a ConnectCard. If you have not registered your ConnectCard for Balance Protection, the value remaining on the lost/stolen/damaged card will not be available for transfer to a replacement card if lost or stolen. Any replacement fee for a new ConnectCard that Port Authority may charge will apply to both registered and non-registered ConnectCards.

Effective January 1, 2017, Port Authority will charge a \$1.00 fee for both new and replacement ConnectCards. This fee may be subject to further adjustment in the future, at Port Authority's sole discretion and upon providing reasonable notice to the public of any further planned adjustments in this fee.

Information required for ConnectCard registration includes your full legal name, street address and phone number, as well as providing answers to security questions that will enable verification of your identity. In order to register your card to receive Balance Protection, you must provide Port Authority with this information to validate identity and to replace value if your card is lost, stolen, damaged, malfunctions or is otherwise defective. You must inform Port Authority of any changes to required information in order to maintain the privileges of Balance Protection.

If your ConnectCard is lost or stolen, you must notify Port Authority immediately by calling Port Authority's Customer Service Line at 412- 442-2000. The Customer Service Department operates Monday through Friday between the hours of 6:00 a.m. to 7:00 p.m. and between the hours of 8:00 a.m. to 4:30 p.m. on weekends and holidays. The TTY phone number for hearing-impaired and speech-impaired customers is 412-231-7007. You may also visit Port Authority's Downtown Service Center currently located at 534 Smithfield Street, Downtown

Pittsburgh. The Downtown Service Center is open to the public Monday through Friday between the hours of 7:30 a.m. to 5:00 p.m. At the time of reporting a ConnectCard lost or stolen, you may also request that a replacement ConnectCard be provided to you for pick-up at the Downtown Service Center. The remaining balance on the lost, stolen, damaged, malfunctioning or defective ConnectCard will be transferred to a replacement ConnectCard by Downtown Service Center personnel.

Once you notify Port Authority that your ConnectCard is lost, stolen, damaged, malfunctioning or defective, your ConnectCard will be deactivated and it will no longer be accepted in Port Authority's fare collection system. Once your ConnectCard is deactivated, it may not be reactivated or used again; you will need to obtain a replacement ConnectCard and have the remaining balance or fare products from that card transferred to a replacement card by Port Authority. You will be financially responsible for any rides taken or stored value depleted through the use of your lost or stolen ConnectCard until you properly notify Port Authority (including a three day period post-reporting for completion of pending transactions at the time of reporting) that your ConnectCard is lost, stolen or damaged. You will not be financially responsible for unauthorized use of your lost or stolen ConnectCard following the three day waiting/processing period after you properly report your card missing. Damaged, malfunctioning or otherwise defective cards should be returned to Port Authority.

*IMPORTANT NOTE:* Customers should not delete blocked, lost or stolen ConnectCards from their web accounts until:

1. The customer calls the Customer Service Department to block their card;
2. A replacement card is issued by the Customer Service Center;
3. The customer linked their new card to their web account.
4. The final stored value balance has been transferred to the new card.

Deleting a ConnectCard from a customer's account before the above steps are completed could result in the customer's loss of remaining stored value on the lost or stolen ConnectCard because deletion before these steps are taken removes Port Authority's ability to look up the lost or stolen card number to verify the remaining stored value eligible for transfer.

### ***ConnectCard Cost***

Initially, ConnectCard will be free with the purchase and loading of a fare product or stored value onto a ConnectCard. However, Port Authority reserves the right to charge a fee for a ConnectCard at its sole discretion and upon providing reasonable notice to the public of its intention to do so.

Effective January 1, 2017, Port Authority will charge a \$1.00 fee for both new and replacement ConnectCards. This fee may be subject to further adjustment in the future, at Port Authority's sole discretion and upon providing reasonable notice to the public of any further planned adjustments in this fee.

### ***Fare Products Available to a ConnectCard Customer***

Any standard Port Authority fare product that was available under the old "flash pass" system is now available to load onto a ConnectCard including:

1. **Stored Value:** Load a cash value onto a ConnectCard, as the equivalent to the flash pass based paper ten-trip ticket books. The card functions similar to a debit card. Applicable fares or fees are deducted each time you present the card for use at fare collection points and eventually

other ancillary services and uses on Port Authority's public transit system and the systems of participating regional public transit agencies. The maximum cash balance that can be stored on a ConnectCard is \$200.00. Stored Value can be used to pay Port Authority bus, light rail and incline fares; stored value on a ConnectCard can now also be utilized to pay fares and take rides on participating regional transit agency partner systems. Value placed on a ConnectCard is **not** redeemable for cash. Stored value goes dormant on a ConnectCard after two (2) years of inactivity; however, a ConnectCard can be reactivated at any time by visiting Port Authority's Downtown Service Center.

2. **Period-Based Passes:** You may load a calendar weekly, monthly or annual pass product on the ConnectCard. These Period-Based Passes allow for unlimited rides for the time period selected and purchased.

3. **Transfers:** If you choose to pay your fare with stored value, you will be entitled to a bus-to-bus, bus-to-rail, rail-to-bus, bus-to-Mon Incline and rail-to-Mon Incline (and vice versa) transfer valid for three (3) hours from the time that the first fare is paid for the then applicable transfer fee set by Port Authority. The transfer will be electronically encoded onto your ConnectCard. You will not be issued a separate paper or magnetic transfer. If you are using a period-based pass, you are entitled to an unlimited number of rides within the validity period; encoded transfers are not necessary as long as the period-based pass is valid.

You may load any combination of fare products described above onto a single ConnectCard. For example, you may load \$20 in stored value and also load either a weekly or monthly pass onto the same card. At any one time, a ConnectCard may contain stored value, one active period-based fare product and one pending period-based fare product. Upon presentation at a fare collection point, the system will check for and process the active period-based fare product first. If there are no active period-based fare products available on a ConnectCard, the system will then deduct the appropriate fare from the stored value balance on the card.

\*NOTE: Half-fare ConnectCards are available for eligible individuals.

\*\*NOTE: Port Authority now has a ConnectCard just for children known as the Kids Reduced Fare ConnectCard or Kids ConnectCard. The new Kids ConnectCard is for children ages 6-11 and enables them to ride the bus, T or Mon Incline for half fare. This card may also be loaded with Stored Cash Value (up to \$200); a 10-Trip Pass or a weekly or monthly pass at Port Authority's applicable Half-Fare rates. Information for parents and legal guardians on applying for a Kids ConnectCard is available by visiting the Downtown Service Center or calling Port Authority's Customer Service Line at 412- 442-2000. Kids ConnectCards automatically expire on the child's 12<sup>th</sup> birthday, at which time the expired Kids ConnectCard can be exchanged for a full fare ConnectCard with any remaining Stored Value transferred onto the full fare ConectCard at that time.

\*\*\* ADDITIONAL NOTES:

- ConnectCards are strictly **non-transferable**.
- ConnectCards remain the property of Port Authority or the participating regional transit authority that issued the ConnectCard.
- ConnectCards are valid only on vehicles and facilities at Port Authority or other participating regional transit authorities.
- Value loaded on a ConnectCard is **non-refundable**.
- Unauthorized use of a ConnectCard, including attempts to produce or utilize a counterfeit card, is punishable by applicable law.
- Do not bend or punch holes in your ConnectCard.

## ***Where to Obtain or Reload a ConnectCard***

- 1. Ticket Vending Machines (TVMs):** ConnectCards may be loaded with value or available fare products at TVMs located throughout Port Authority's public transit system, including select busway and light rail station locations, as well as a TVM located in Port Authority's Downtown Service Center. All fare products, except for annual period-based passes, are available to load on a ConnectCard, including stored value and period-based passes. *Effective January 1, 2017, you will also be able to purchase a new ConnectCard out of the TVM.*
- 2. Downtown Service Center:** ConnectCards may also be obtained and loaded with value or available fare products at Port Authority's Downtown Service Center. The location and hours of operation of the Service Center are noted above.
- 3. Giant Eagle and Other Retail Outlets:** Port Authority partners with a network of third party retailers that are authorized to distribute and load ConnectCards with value and/or available fare products, including Port Authority's primary retail sales partner, Giant Eagle, which operates more than forty (40) ConnectCard retail locations throughout Allegheny County. Additionally, Port Authority partners with various other non-Giant Eagle retail partners throughout Allegheny County that are also authorized to distribute and load ConnectCards with value and/or available fare products. *In the first quarter of calendar year 2017, Port Authority also plans to expand ConnectCard retail outlets to include Goodwill locations across Allegheny County. Additional information concerning the availability of ConnectCards at Goodwill locations will be available on Port Authority's website at [www.portauthority.org](http://www.portauthority.org).*
- 4. Web Site:** You can also load/reload value and/or available fare products onto a ConnectCard online at [www.connectcard.org](http://www.connectcard.org). Effective January 1, 2017, you will also be able to order new ConnectCards online utilizing a customer web portal.

## ***Using Your ConnectCard***

The balance remaining on your card may be checked at any of the TVMs located throughout Port Authority's public transit system, at Port Authority's Downtown Service Center or at any of the locations of Port Authority's retail sales partners.

Values contained on multiple ConnectCards may not be combined to pay a single fare.

Misuse of your ConnectCard, such as inserting it into the fare collection equipment of non-Port Authority transit partners, inserting it into an ATM or similar devices, and/or punching a hole in or tearing the card may invalidate your card. Port Authority reserves the right to inspect your ConnectCard any time for damage and abuse. It is your responsibility to maintain your ConnectCard in good, functional condition.

Each individual will be required to have his or her own ConnectCard to enter/exit the system. It is not possible, and is indeed prohibited by Port Authority, to pass back a card and deduct multiple trips for multiple riders.

### ***Transaction Disputes***

We reserve the right to correct the balance of your ConnectCard if we believe that a technical or accounting error has occurred. If you have any disputes or issues with your ConnectCard, please contact Port Authority's Customer Service Department or visit the Downtown Service Center. You will be issued a ConnectCard Inquiry Form. Please follow the instructions for completing this form and either submit by mail or in person at Port Authority's Downtown Service Center. An investigation will be undertaken and disputes will be resolved within ten (10) business days of receipt of completed form, absent extenuating circumstances requiring additional time to resolve a dispute.

### ***Termination of ConnectCard***

Port Authority may terminate use of your ConnectCard for fraud, misuse or violations of any policies or rules for utilizing Port Authority's public transit system and services. Upon such termination, Port Authority may deactivate use of your ConnectCard or request surrender of your card.

### ***Privacy Policy***

Use of the ConnectCard is subject to the terms of our [ConnectCard™ Program Privacy Policy Statement](#), which you are strongly encouraged to read, understand and monitor for updates. For more information about this privacy policy, please refer to our [ConnectCard™ Program Privacy Policy Statement](#) on our web site at [connectcard.org](http://connectcard.org) or call Port Authority Customer Service.

### ***Disclaimer/Indemnification***

PORT AUTHORITY, ON BEHALF OF ITSELF, OTHER PARTICIPATING REGIONAL TRANSIT AGENCIES AND PORT AUTHORITY'S OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS, EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY WITH MODELS OR SAMPLES. YOU AGREE TO INDEMNIFY AND HOLD PORT AUTHORITY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, LOSS, COST, EXPENSE OR LIABILITY RELATING TO, ARISING FROM OR AS A RESULT OF YOUR USE OF YOUR CONNECTCARD.

### ***No Waiver of Sovereign Immunity***

Nothing in this Agreement, or Port Authority's sale or operation of ConnectCard or related fare media or public transit services, shall be deemed or implied to be a waiver of Port Authority's sovereign, governmental or other privileges or defenses available to Port Authority at law or equity. Rather, Port Authority expressly reserves the rights, privileges and immunities afforded to it as a government agency and agency and arm of the Commonwealth of Pennsylvania organized and existing pursuant to the Second Class County Port Authority Act, as amended.

### ***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.

### ***Modification***

Port Authority reserves its right to change these Terms and Conditions at any time without advance notice. If we decide to change our terms and conditions, we will post the new terms and conditions at our Downtown Service Center and on our web site as soon as possible.

### ***No Representations as to Future Fare Structure or Fees***

ConnectCard is a type of fare media and does not entitle the user to a specific fare price or fare program. Port Authority reserves the right to increase fares and the cost and structure of fare programs and fare media made available to the general public in accordance with applicable law.

### ***Regulations***

Use of the ConnectCard is subject to all applicable tariffs, terms, conditions, rules, regulations, policies and procedures.

### ***Fare Policy/Structure Controls***

To the extent these ConnectCard Terms and Conditions are inconsistent with any portion of Port Authority's Board-adopted Fare Policy/Fare Structure; the Fare Policy/Structure is deemed controlling and takes precedence over these ConnectCard Terms and Conditions.

### ***Governing Law***

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall lie in Allegheny County, Pennsylvania.

Questions about these terms and conditions, our privacy policy, the ConnectCard Program or card registration should be directed to Port Authority's Customer Service Department via the following link:

<http://www.portauthority.org/paac/RiderServices/CustomerService/Feedback.aspx>.

### *Notice of Effective Date*

Effective Date of this version of ConnectCard™ Terms and Conditions: January 1, 2017.

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### **ConnectTix™ Terms and Conditions**

These Terms and Conditions constitute the ConnectTix Agreement and apply to all transactions and purchases that utilize ConnectTix.

Please read the Terms and Conditions carefully and print a copy for your records.

### *Intended Use of ConnectTix*

The ConnectTix is a heavy paper stock ticket that utilizes smart card technology to load, store and use certain types of Port Authority fare products. The ConnectTix will fail with repeated use and normal wear and tear, so care should be taken to store and use it properly. **If you are a regular Port Authority or other participating regional transit agency customer, you are strongly encouraged to obtain a ConnectCard, Port Authority's extended use, plastic smart card, to take advantage of a wider selection of Port Authority fare products, including Balance Protection. The limited use ConnectTix functions like cash and does not provide for replacement in the event the card is lost, stolen or damaged.**

\*NOTE: All ConnectTix are strictly non-transferable.

### *Fare Products Available to a ConnectTix Customer*

ConnectTix can be utilized for ten trip ticket, weekly and single trip fare products. A ConnectTix loaded with value can be utilized within thirty (30) days of activating the card during first use at a fare collection point.

Effective January 1, 2017, a Day Pass fare product will also be available on ConnectTix. Day Passes will be valid on all Port Authority transit vehicles from the time of purchase and activation until the end of the applicable Port Authority service day the subject Day Pass is purchased on.

If you require multiple fare products, such as period-based passes and stored value, on the same fare media, you must obtain a ConnectCard extended use smart card.

### *Using your ConnectTix*

ConnectTix may be presented at fare collection points and eventually other ancillary services and uses on Port Authority's public transit system and the systems of participating regional public transit agencies.

Misuse of your ConnectTix, such as inserting it into the fare collection equipment of non-Port Authority transit partners, inserting it into an ATM or similar devices and/or punching a hole in or tearing it may invalidate your card. Port Authority reserves the right to inspect your ConnectTix at any time for damage and abuse. It is your responsibility to maintain your ConnectTix in good, useable condition for the limited period of time it is intended to function. Each individual will be required to have their own ConnectTix to enter/exit the system. It is not possible, and is indeed prohibited by Port Authority, to pass back a card and deduct multiple trips for multiple riders.

### ***ConnectTix Not Subject to Loss or Damage Replacement***

Lost or damaged ConnectTix will not be replaced. Treat the ConnectTix as you would treat cash. If you require Balance Protection, please obtain a ConnectCard and then register for Balance Protection immediately.

### ***Transaction Disputes***

If you have any disputes or issues with your ConnectTix, please contact Port Authority's Customer Service Department or visit the Downtown Service Center. You will be issued a ConnectCard Inquiry Form. Please follow the instructions for completing this form and either submit by mail or in person at Port Authority's Downtown Service Center. An investigation will be undertaken and disputes will be resolved within two (2) weeks of receipt of completed form.

### ***Termination of ConnectTix***

Port Authority may terminate use of your ConnectTix for fraud, misuse or violations of any policies or rules for utilizing Port Authority's public transit system and services. Upon such termination, Port Authority may deactivate use of your ConnectTix or request surrender of your card.

### ***Privacy Policy***

Your use of the ConnectTix is subject to the terms of our [ConnectCard™ Program Privacy Policy Statement](#), which you are strongly encouraged to read, understand and monitor for updates. For more information about this privacy policy, please refer to our [ConnectCard™ Program Privacy Policy Statement](#) on our web site at [www.connectcard.org](http://www.connectcard.org) or call Port Authority Customer Service at 412-442-2000. The TTY phone number for hearing- and speech-impaired customers is 412-231-7007.

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### ***No Waiver of Sovereign Immunity***

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