



## SJTRides Privacy Policy

The collection, use and security of information obtained from users is subject to the Saint John Transit Privacy Policy. This policy may be amended from time to time, as deemed necessary by Saint John Transit. Any changes to the Privacy Policy will be posted on the Saint John Transit website at: <https://saintjohn.ca/en/transit/fares-and-passes/sjtrides-mobile-ticketing>

The User retains the right to review and edit all personal information pertaining to his/her account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to: Saint John Transit - 55 McDonald St, Saint John, NB E2J 0C7.

Refer to: <https://saintjohn.ca/en/transit/fares-and-passes/sjtrides-mobile-ticketing> for the complete Privacy Policy.

### Information Disclosure

Because Saint John Transit is a public agency, information that you provide to us on this website may be subject to disclosure under the New Brunswick Public Records Act; unless it falls under one of the exceptions contained in the Public Records Act. Saint John Transit may also be required to disclose this information pursuant to some other law or a court order. Saint John Transit may also disclose personal information to federal, provincial, or local law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to Saint John Transit's information technology assets or against other inappropriate use of the Saint John Transit website or other Saint John Transit property.

### **Stored Information and Corrections**

By accessing this Website, you are consenting to the information collection and use practices described in these Terms. You have the right to know what personal information about you is contained in Saint John Transit's records. For more information, contact us at: 506-658-4700 and make a request of your stored information. If you find inaccurate or incomplete information, you may provide us with verified accurate and complete information at: Saint John Transit - 55 McDonald St, Saint John, NB E2J 0C7.

### **Cookies**

Some applications on this Website may use cookies. The only personal information that a cookie can contain is information you provide. Saint John Transit may utilize cookies or retargeting pixels to facilitate your use of our site and for tracking user traffic patterns to help us make improvements to the Website. You can set your browser to refuse cookies or retargeting pixels. However, cookies may be required to use some of the functions on our website.

### **License Restrictions**

By agreeing to these Terms, you shall not:

- rent, lease, sub-license, loan, provide, or otherwise make available, the App or any of the Services in any form, in whole or in part to any person;
- copy the Website, App or any of the Services, except as part of the normal use of the App or where it is necessary to back-up or operate security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the Website, the App or any of the Services nor permit the Website, the App or any of the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Website, the App or any of the Services on devices as permitted in these terms; and
- disassemble, de-compile, reverse engineer or create derivative works based on the overall or any part of the App or the Services nor attempt to do so.

### **Acceptable use Restrictions**

By agreeing to these Terms, you shall not:

- use the Website, the App or any of the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously;

- infringe our intellectual property rights or those of any third party in relation to your use of the Website, the App or any of the Services, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website, the App or any of the Services;
- not use the Website, the App or any of the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

### **Loss or Damage Suffered**

If we fail to comply with these Terms, we are responsible for the loss or damage you suffer that is a direct and foreseeable result of not abiding by these Terms, but we are not responsible for any loss or damage that is not foreseeable or direct. For the avoidance of doubt, we will not be liable for any indirect losses or consequential damages of any kind, suffered or incurred by you in connection with either your access to or use of the Website or the content on, or in any way resulting from downloading and/or using (or inability to use) the App or Services.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. The App shall only be used for personal purposes. We shall not be liable for business losses. If you use the Website, the App or any of the Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. It is your responsibility to protect any content and data used in connection with the App, to protect yourself in case of problems with the Website, the App or any of the Services. If our provision of the Services or support for the Website or the App or the Services is delayed by an event outside our control.

### **Service Transfer**

It is our responsibility to inform you in writing if/when we transfer our rights and obligations under these terms to another organization. If a transfer occurs, it will not affect your rights under these Terms.

### **Services and Facilities**

While using the services and/or facilities of Saint John Transit, the User shall observe, perform, and comply with all applicable terms and conditions, rules, regulations and codes of conduct. User shall be subject to Saint John Transit's Code of Conduct when riding and using the Saint John Transit system.

Refer to: <https://saintjohn.ca/en/transit/fares-and-passes/sjtrides-mobile-ticketing> for the complete policy.

### **Applicable Laws and Jurisdiction**

These Terms will in all respects be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. New Brunswick courts shall have exclusive jurisdiction over all matters arising in relation to these Terms, and by use of the App you accept the jurisdiction of New Brunswick courts.

### **Failure to Comply**

Failure to comply with any portion of these Terms may result in Saint John Transit blocking the use of the eTicket and/or devices.

### **Severability**

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Enforcement Agreement**

Even if we delay enforcing these Terms, we can still do so at a later time.