



SJTRides Ticketing Terms and Conditions

These terms and conditions (“**Terms**”) set forth the whole agreement between you (“**User**” herein) and Saint John Transit Commission (“**we**” herein) regarding the subjects addressed in these Terms. Saint John Transit Commission recommends that you read these Terms carefully. Saint John Transit Commission may modify these Terms from time to time by posting revised Terms to the Saint John Transit’s website and/or Mobile and Online Ticketing Application (the “**App**”). By using the ticketing website (“**Website**”) and/or the mobile application (“**App**”) that retails the mobile ticket (“**eTicket**”) you accept these terms, as well as the general terms and conditions relating to the Saint John Transit website and its use.

Intellectual Property Rights

Saint John Transit Commission grants you the right to download, install and use the App on your mobile device for the purposes of (i) purchasing and displaying eTickets and (ii) accessing vehicle and related information, all in accordance with these Terms. All intellectual property rights in the Website, the App, and the Services belong to us and the rights in the Website, the App and the Services are licensed to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these Terms.

Operating System Requirements

We have worked to ensure that the operating system works on compatible mobile devices; and the website ticketing works on compatible browsers; however, we do not guarantee that the mobile application or website ticketing will be suitable for all of your travel needs, or that it will work accurately at all times. Online eTickets purchased at: <https://saintjohn.ca/en/transit/fares-and-passes/sjtrides-mobile-ticketing> must be transmitted to and displayed by a mobile device, using the App, or printed if option is available upon purchase. Compatible mobile devices include Apple iOS and Android and compatible browsers include Internet Explorer, Chrome and Firefox.

Data Charges and Access

The App requires a correctly configured and functional wireless internet data connection (either cellular or Wi-Fi), both for the initial installation, and for the purchase and/or display of tickets. The App is provided to you free of charge on an “as-is” basis. If you are using the App outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply.

As a result, you may be charged by your mobile service provider for the cost of data for the duration of the connection while accessing the App, or other third-party charges. In using the App, you are accepting responsibility for such charges, including roaming data charges if you use the App outside of your home territory (i.e. region or country) without turning off data roaming. The App requires a correctly configured and functional wireless internet data connection, both for the initial installation and for purchases. Purchased eTickets may be activated without an active data connection. We are not responsible for connection issues you may experience. For this reason, you are encouraged to utilize the App in advance of your need for the eTicket and in an area with adequate coverage. Please contact your network provider if you require assistance configuring a data connection for your mobile device. It is your responsibility to ensure that the mobile device is sufficiently charged to display the eTicket for the duration of your trip.

Communication

All questions, issues, complaints, notifications, and overall communications shall be addressed to: sjtcustomerservice@saintjohn.ca or by calling (506)-658-4700. If we have to contact you, we will do so at the email provided by the registered User. We may also send communications to you through the website or via email. These communications may include technical and support information, and information on updates or changes. By using the App, you consent to such communications. Please note that we may cease to operate and support the Website, the App, or Service at any time. If this occurs, we will strive to provide advanced notice.

Mobile Ticketing

The security of your mobile device is your responsibility. If your mobile device is lost or stolen, you can transfer any eTickets that had been purchased by logging into the App from another mobile device. Your eTicket must be displayed clearly on your mobile device screen when requested by the vehicle driver or ticket inspector. If the eTicket has been damaged, altered, or is illegible in any way, the eTicket is invalid and a new one must be purchased. If this occurs at no fault of the User, you may seek a refund for the unused eTicket.

By purchasing a mobile or online eTicket you agree to cooperate fully with the vehicle driver and to display your mobile device and the eTicket details when requested. It is your responsibility to ensure that the mobile device is in adequate condition and sufficiently charged to display the eTicket whenever requested by Saint John Transit or fare enforcement personnel for the duration of your trip.

Downloading and Printing eTickets

The following Terms apply in relation to the downloading and printing of eTickets in PDF format, you shall:

- Print the eTicket/PDF on U.S. Letter or A4 paper size prior to your trip and carry for the duration of your trip;
- eTickets/PDFs are non-transferable; and
- secure your eTicket(s) for security measures.

eTickets Expiration and Inactivity

Each eTicket contains a date by which it will expire. Once an eTicket expires, it is no longer valid and cannot be used as valid fare media. The expiration date for each varies and is displayed on the original eTicket.

eTickets Loss and Damage

The User shall take all reasonable care of the eTicket to prevent it from damage, defacement, destruction, or loss of any kind; alter or interfere with the graphic or ticket data of the eTicket and shall take all reasonable measures and care to ensure that the graphic and ticket data are not interfered or tampered with. The User holds the eTicket at his/her own risk. If the eTicket malfunctions due to no fault of the User, he/she may return the eTicket for investigation to: Saint John Transit - 55 McDonald St, Saint John, NB E2J 0C7.

Release and Indemnity

The User hereby releases the Saint John Transit Commission and their respective officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the eTicket to the User. Neither Saint John Transit Commission, nor their respective officers, employees, and agents will have any obligation or liability with respect to the user use or the performance of the eTicket. The user's sole and exclusive recourse from Saint John Transit Commission will be replacement of any defective eTicket.

The User agrees to indemnify, defend, protect, and hold the Saint John Transit Commission harmless, and their respective officers, employees, and agents from all liability for any loss, damage, or injury to persons or property arising from or related to the eTicket.

App Usage

By agreeing to these Terms, you may:

- download or stream a copy of the App onto your mobile device and view, use and display the App and the Service on such devices for personal purposes only. Compatible devices include Apple iOS and Android; and
- use the website on a supported browser. Compatible browsers include Internet Explorer, Chrome and Firefox.

App Registration

The registered User has the right to use the App and the Service as set out above. The App and the Service are non-transferable. If you sell any device on which the App is installed, the User shall remove the App from the device.

App Updates and Service Changes

From time to time, we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system and/or address security issues. We may issue updates to the App, in which case you may not be able to continue use of the version of the App installed on your mobile device without downloading the relevant update. If we issue an update of the App without disabling our earlier version installed on your device, we recommend that you download and install all updates issued. We cannot accept any liability for errors which become apparent in old versions of the App. We can suspend access to eTicket purchases through the App. We can do this for any reason but will usually only do so when carrying out maintenance on the App or the systems that support it.

App Services and Terms and Rights

We may end your rights to use the Website, the App or any of the Services at any time by contacting you if you have violated these Terms. If we end your rights to use the Website, the App and Services, you shall:

- stop all activities authorized by these terms, including use of the Website, the App or any of the Service; and
- delete or remove the Website, the App from all devices in your possession and immediately destroy all copies of the App.

Term Changes

We reserve the right to change these Terms at any time. If we do, we will publish the new version in the App. Each new version will take effect from the time it is first published on the App, prospectively. Any changes will not affect the Terms accepted by you when making a purchase through this App. If you use the App, we will ask you to confirm your acceptance to the updated Terms prior to your eTicket purchase. If you do not agree to the updated Terms, you will be unable to purchase an eTicket through the App. Your continued use of this site following the posting of changes to the terms of this policy agrees and accept the changes.

To learn of any changes, the Saint John Transit Commission recommends that you review our privacy policy periodically.

Payment

The prices quoted on the Website are in Canadian currency. If you choose to pay for your eTicket using a foreign credit or debit card, you will be responsible for the applicable exchange rate. Be advised that changes to your eTicket or refunds may be affected by such exchange rate.

Fare Payment Transactions

Each eTicket is valid only for one boarding on any individual vehicle. The eTicket must be shown on demand, to the vehicle driver and may require additional photo ID, as required per the terms of the eTicket issued. Reproduction of an eTicket and/or its contents, or possession of a fraudulent is illegal and subject to criminal prosecution. The eTicket is non-transferable and must be retained by the User for the duration of the trip. If, for any reason, the eTicket is not accepted for fare payment on a participating Service Provider, User may be asked by the Service Provider to pay your fare in Canadian currency.

Cancellations and Refunds

The Saint John Transit Commission tickets and passes are non-refundable and non-replaceable.

However, refund requests are considered on a case-by-case basis, under certain conditions:

- Verified Ticketing Vending Machine (TVM) malfunctions that cause monetary loss.
- Other verified circumstances that are beyond a customer's control (i.e., medical reasons, loss of employment, and stolen property). Lost or damaged fare media is non-refundable. Refer to: <https://saintjohn.ca/en/transit/fares-and-passes/sjtrides-mobile-ticketing> for the complete policy. Refunds may take 4-6 weeks for processing.

Statistical Data

By using the Website, the App or any of the Services, you agree that we can collect and use technical information obtained from the Website and the App's associated device software, hardware and peripherals. We may compile statistical information regarding ridership from personal information that it receives from the Website, the App or any of the Services. The Saint John Transit Commission may use this statistical information for purposes of improving its products and services, and it may provide this statistical information to our employees, contractors and/or Member Agencies. This statistical information cannot be used for personal identification.

Anonymous Technical Data

In addition to collecting personal information that you provide voluntarily, we also may automatically collect and store technical information about your visit to the Website including: (1) the domain names or IP addresses assigned to your computer by your provider when you connect to the Internet; (2) the type of browser software and operating system used to access our site; (3) the date and time you access our site; and (4) the pages you visit on our site. The collection of technical data will not personally identify you, but it may assist us in monitoring the use of our Website.

External Website Responsibilities

The Website, the App or any of the Services may contain links to other independent websites which are not provided nor controlled by the Saint John Transit Commission and therefore are not subject by these Terms. You are responsible to review privacy policies and their offered services of external sites to determine the associated risks, if any.

Confidentiality of Information

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Website, the App or any of the Services may be read or intercepted by others, even if there is a special notice that a transmission is encrypted.

It is your responsibility to keep your phone and access to the App and your account on the Website secure. We therefore recommend that you do not remove software restrictions and limitations operating system of your phone. Doing so makes your phone vulnerable to malware, viruses and/or malicious programs and compromises your phone's security features and it could cause the App to not work properly. You shall ensure that your device is protected by a suitable PIN/password and/or biometric identification so that if lost/stolen your stored information cannot be accessed or used by others.

We may obtain personal information from you when you submit comments on Saint John Transit service, complete a survey, subscribe to an email newsletter, or participate in the Saint John Transit rider advisory panel. This personal information may be in the form of your name, email address, phone number, street address, etc. Saint John Transit and its contracted vendors do not sell, trade, or rent or disclose your personal information to anyone. Saint John Transit may use your personal information to respond to your comments, process a transaction, contact you with information about this organization or other transit services and to perform research on our products or services.

Saint John Transit may also share information with third-party service providers whom it retains under contract or subcontract to provide services relating to the operation of this website, including but not limited to e-commerce services and computer programming, as well as storing and managing customer information, responding to customer comments, performing market research, processing customer transactions, and providing advice about and support of our products and services. These third-party contractors may obtain, store and/or process your personal information on their own computer systems. Some of their work on behalf of Saint John Transit may involve contacting you directly using the information you have provided. They are required to identify themselves as representatives of Saint John Transit, and their contracts and subcontracts require they maintain your personal information confidential. Saint John Transit is committed to protecting personal information collected through the Website against unauthorized access, use or disclosure. Consequently, Saint John Transit takes measures to protect the privacy of information that you submit on this Website. Saint John Transit limits access to personal information collected through the Website to only those employees and contractors who need access to the information in the performance of their official duties or contracted services.

Saint John Transit employees and contractors who have access to this information are required to maintain it confidential and are not permitted to disclose or use it except as set forth in these Terms. Saint John Transit has implemented several security features throughout this site to prevent the unauthorized release or access to personal information. Be advised, that although Saint John Transit has taken steps to create a secure and reliable site, the confidentiality of any communication or material transmitted to or from Saint John Transit via this site or e-mail cannot be guaranteed. When disclosing any personal information be mindful of potential public access, and consequently used by others in unauthorized ways.