

## East Bay Paratransit Payment App Terms of Service and Privacy Policy

### Terms of Service

These Terms of Service ("Terms") constitute a legally binding contract between you ("you" or "your") and East Bay Paratransit ("EBP," "us," "we," or "our") and the Alameda-Contra Costa Transit District ("AC Transit") and the San Francisco Bay Area Rapid Transit District ("BART"), that governs your use of the EBP Paratransit Payment App (the "App"), also referred to herein as the "Service." BY ACCESSING OR USING THE APP, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE THE APP.

By using the App, you signify that you have read, understand, and agree to be bound by these Terms. We have the right to change these Terms at any time. When we post changes to these Terms, we will revise the "last updated" date at the bottom. We will notify you of such changes by posting the updated Terms of Service and if the changes are significant, we may seek to notify you via email or otherwise. When we post changes to the Terms, we will provide the date when such changes will become effective. Your continued use of the Service will be considered your acceptance of the revised Terms. If you do not agree with any updates to or any updated version of the Terms, then you must not access or use the Service, and you have no right to use and must immediately remove the App from your Mobile Device (as defined below).

You agree to our use of your personal information and content in accordance with our Privacy Policy, included below and incorporated herein by reference.

#### 1. Registration and Use of the App.

A. Registration. To register for the Service, you must own or control a compatible mobile device (a "Mobile Device") and create an account. By creating an account and using the Service, you represent and warrant that you (a) are at least 18 years of age or an emancipated minor or possess legal parental or guardian consent, (b) have the legal authority to access and use the App (c) will comply with these Terms and all applicable laws, rules, and regulations. If we discover now or in the future that you do not meet or have not met any of these terms, you understand and agree that your account and/or your access to the Service may be temporarily or permanently suspended or your account and access to the Service may be revoked or terminated immediately.

B. Access. You must provide at your own expense the equipment, Internet connections, Mobile Devices, and/or wireless service plans to access and use the Service. We do not guarantee that the Service can be accessed on all Mobile Devices or wireless service plans. You acknowledge that when you use the Service, your wireless carrier may charge you fees for data, messaging, and/or other wireless access. Please check with your carrier to see if there are any such fees that apply to you. YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THIS SERVICE FROM YOUR MOBILE DEVICE.

C. Your Responsibilities. You are solely responsible at all times for the proper functioning of your Mobile Device. It is your responsibility to ensure that the Mobile Device is sufficiently charged.

D. Updates. We reserve the right (but have no obligation) to modify, update or upgrade the App (each an "Update"), at any time and for any purpose. These Terms will govern any Update provided by us, unless such Update is accompanied by a separate license in which case the terms of that license will govern.

## 2. Intellectual Property.

The Service, and all Content (as defined below) in it, are created by and are the property of BART, working with AC Transit and EBP, its licensee or licensor. The Service and the Content may be protected by copyright, trademark, and other intellectual property laws. Except for the limited license expressly granted to you in Section 3.A and Section 5 below, neither BART, AC Transit nor EBP grants any other licenses, be it by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved.

## 3. Limited License.

A. License Grant. Subject to these Terms, EBP grants to you a limited, revocable, non-transferable, non-exclusive, personal license (without the right to sublicense) to install and use the App for your non-commercial use on one or more Mobile Device(s).

B. Restrictions. You may not (i) copy or use the App in any form or by any means, except as expressly permitted by these Terms; (ii) resell, rent, lease, loan, or otherwise distribute or transfer the App to any third party; (iii) decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be expressly

permitted by the license terms governing use of any open-sourced components included with the App); (iv) circumvent any technological measure that effectively controls access to the App in any way, including without limitation by manual or automatic device or process, for any purpose; or (v) remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the App. Nothing contained in the App should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark, logo, or service marks without the express written permission of BART or AC Transt, its licensee, licensor or suppliers, or the third-party owner of any such trademark, logo, or service mark. The trademarks, logos, and service marks, whether registered or unregistered, may not be used in connection with any product or service that is not offered by BART or AC Transit, in any manner that is likely to cause confusion with customers, or otherwise interfere with the ownership of the trademarks of BART or AC Transit or the public's access to and use of the App.

C. Additional Terms for iOS. If you have downloaded the App from the Apple, Inc. ("Apple") App Store, you acknowledge and agree to the following: (i) these Terms and the license granted in 3.A above are between you and EBP, and not with Apple, and EBP is solely responsible for the App; (ii) your use of the App is subject to the Usage Rules set forth in the App Store Terms of Service ; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (iv) EBP, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App; (v) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any); and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be EBP's sole responsibility; and (vi) Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

D. Open Source. Certain portions of the App, may contain or be distributed with open source software. Such open source software is licensed under the terms of the license that accompanies such software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable open source license for such software.

#### 4. Third Party Services.

Portions of the Service may utilize or include third party services or provide links to certain third-party websites (collectively, "Third-Party Services"). When you engage a Third Party Service, you are interacting with the third party and not with us. Such Third Party Services are not under our control and we are not responsible for the contents of such Third Party Services, or any changes or updates to such Third Party Services. Posting of a link to another website does not constitute endorsement of that website (or any of the products, services or other materials offered through that website) by us or our licensee or licensors. We are not responsible for the privacy practices of such Third Party Services nor any data or information you may share with such Third Party Services, and make no warranties, express or implied, as to any Third Party Services or the products or services they provide. We encourage you to be aware of this when you leave the App, and to read the terms and privacy statements of each Third Party Service that you interact with and/or visit.

#### 5. Content.

The information and content provided on or through the Service, including any data, text, designs, graphics, images, photographs, illustrations, audio and video clips, trademarks, logos, service marks, icons and links ("Content") are created by and owned exclusively by BART and its licensee or licensor, EBP, its contractors or suppliers, or other third parties and are intended to educate and inform you about the products and services offered or described in the App.

We do not accept any responsibility or liability for any aspect of the Content, provided by third parties through this App, including but not limited to the quality, legality, or accuracy of Content provided by third parties. Except as may be expressly agreed by us, you may use the Content solely for your personal, non-commercial use in connection with the Service, and may not distribute, modify or make derivative works of any Content. We reserve the right (but have no obligation) to remove any Content from the Service at our sole discretion, with or without notice to you. We have no obligation to retain or provide you with copies of your Content.

#### 6. Linking and Hyperlinking.

You are granted a limited, non-exclusive right to create a text hyperlink to the App, provided that the linking website does not contain any illegal material or such link is not for an illegal purpose. This limited right may be revoked at any time. You may not use a BART, AC Transit or EBP logo or other proprietary graphic to link to the App without the express written permission of the logo

owner. Further, you may not use, frame or utilize framing techniques to enclose any BART, AC Transit or EBP trademark, logo or other proprietary information, including the images found on the App, the content of any text or the layout/design of any page or form contained on a page on the App without express written consent of the owner of the intellectual property. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of BART, AC Transit, EBP or any third party.

#### 7. Termination.

These Terms will remain in full force and effect while you use the Service. You can stop using the Service at any time. Your rights under these Terms will terminate automatically and without notice from us if you fail to comply with these Terms. Additionally, we may, in our sole and absolute discretion, at any time and for any or no reason, without prior notice to you: (i) change, suspend, remove, or disable access to the Service, or (ii) terminate the Service or these Terms. Upon termination of the Terms, you shall cease all use of the Service and uninstall the App from your Mobile Device. In no event will we be liable for the suspension, removal, disabling or termination of the Service or these Terms. Sections 2, 3.B, 3.C, 6 through 10, and 13 will survive any termination of these Terms.

#### 8. Acceptable Use.

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Service for any purpose that is illegal, beyond the scope of its intended use, or otherwise prohibited in these Terms or the terms of any third party that govern a particular Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Compromise the security of the Service;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Service or to extract data;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Service;

- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Service that you are not authorized to access;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your account; or
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

#### 9. Warranty Disclaimer.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EBP HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND CONTENT EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT. BART, AC Transit and EBP DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE COMPATIBLE WITH YOUR MOBILE DEVICE, AND THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBP WILL CREATE ANY SORT OF WARRANTY.

#### 10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BART, AC Transit, EBP AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICES PROVIDERS, AND LICENSEES SHALL NOT BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BASED ON OR UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER

LEGAL THEORY, ARISING OUT OF OR RELATED TO (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY ERRORS, OMISSIONS, OR INACCURACIES IN ANY CONTENT AVAILABLE THROUGH THE SERVICE; (ii) THE CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) THE PERFORMANCE OF THE PRODUCTS AND SERVICES PURCHASED THROUGH THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, CONTENT, OR PERSONAL INFORMATION; (v) ANY BUGS VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; (vi) OR ANY OTHER MATTER RELATING TO THE SERVICE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE SERVICE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICE IS TO STOP USING THE SERVICE.

IN NO EVENT SHALL EBP'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED \$150.00. Applicable law may not allow certain limitations or exclusions of liability, so some of the above limitations may not apply to you.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BART, AC Transit, EBP AND YOU.

#### 11. Indemnity.

You agree to indemnify, defend, and hold BART, AC Transit, EBP and their officers, directors, employees, contractors, agents, licensors, service providers, suppliers, successors, and assigns harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the App, any actual or alleged violation of these Terms, and any actual or alleged violation of any applicable law or regulation. EBP, either on its own or in conjunction with BART and/or AC Transit, reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

#### 12. Electronic Communications.

By using the Service, you agree to receive certain electronic communications from us, whether through the Service or by email. You may unsubscribe from certain communications at any time by clicking the appropriate link in the communication. You agree that any notice, agreement, disclosure, or other communication that we send you electronically will satisfy any legal

communication requirements, including that such communications be in writing. All calls, emails, and other communications between you and EBP may be recorded and stored. All such communications from you shall be treated as user content hereunder.

### 13. Other Provisions.

A. Assignment. You may not assign or transfer these Terms or any of your obligations or licenses received under these Terms, in whole or in part; and any attempt to do so shall be null and void. We reserve the right to assign and transfer these Terms or delegate all or any of our obligations to third parties.

B. Governing Law & Disputes. The laws of the State of California will govern these Terms, as well as any claim that might arise between you and EBP, BART or AC Transit, without regard to conflict of law provisions.

You acknowledge and agree that, regardless of any statute or law to the contrary, you must file any claim or cause of action against EBP in accordance with the California Government Tort Claims Act, Government Code section 910 et seq. You acknowledge and agree that your failure to follow those claims requirements will forever bar your claim.

C. Export Controls. You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (i) into any U.S.-embargoed countries or (ii) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List.

D. Third Party Beneficiaries. Except as stated in Section 2.C above, these Terms are solely -for the benefit of you and us and there shall be no third party beneficiaries.

E. Waiver. Our failure to enforce any of the rights and remedies available to us with respect your breach of these Terms shall not constitute a waiver of such breach nor of any prior, concurrent, or subsequent breach of the same or any other provision of these Terms.

F. Severability. If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, that provision shall be superseded by a valid, enforceable provision



that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect and remain fully enforceable.

G. Entire Agreement. These Terms and the Privacy Policy constitute the entire agreement between you and EBP, BART and AC Transit with respect to the Service and supersedes all prior or contemporaneous understandings regarding such subject matter.

## **Privacy Policy**

East Bay Paratransit (“EBP”, “we”, “us”, and “our”), is a consortium between AC Transit and BART to provide ADA paratransit in the overlapping service areas which operates public transit serving the San Francisco Bay Area in California. This privacy policy (the “Policy”) describes the types of information that EBP may collect from you or that you may provide to us in connection with your access and use of the EBP Paratransit Payment App (the “App”) also referred to herein as the “Service.”

By accessing or using the Service, you are consenting to the collection, storage, transfer, manipulation, disclosure, and other uses of your information as set forth in this Policy. You should read this Policy carefully. If you do not consent to the uses of your information as described in this Policy, you must not access or use the Service.

### What Information Do We Collect?

**Account Information:** When you create an account on the Service, you will be asked to provide us certain contact information, including your name, EBP client ID number, email address, payment information, and password.

**Interacting with EBP:** We may collect information through your interactions with EBP. For example, when you contact EBP by email, we may collect your email address and any other information you provide.

**Using the Service:** EBP may collect certain information automatically when you use the Service. For example, we may receive the internet protocol (IP) address of your Mobile Device, or the proxy server or router that you use to access the internet, operating system details, type of web browser, mobile device details (including the mobile device identifier provided by your mobile device operating system).

Aggregate, Non-Personal Information: EBP collects certain aggregate information, including statistical information about how users access and interact with the Service (e.g., wallet refill values, single trip payment vs multiple trip payments, refunds, total sales, which Service features are most accessed,, which technical issues affect our users, etc.). This information cannot be used to identify you individually, though we may link this information to your EBP profile. This Policy does not limit how EBP may use aggregate or non-personal information.

Information Collected through Tracking Technologies: We use various technologies to collect information from your device and about your use of the Service:

- Device IDs: If you're using our App, we use Advertising IDs to identify unique installations and gather certain aggregate usage information about the numbers and frequency of visitors to the Service and how they interact with the Service. This data helps us improve the appearance and usability of the Services.
- Pixel tags: We may embed pixel tags (also called web beacons or clear GIFs) in apps, on web pages, ads, and in emails. These tiny, invisible graphics are used to access cookies and track user activities (such as how many times a page is viewed). We use pixel tags to measure the popularity of our features and Service.

Do Not Track: Your browser or device may allow you to adjust your settings so that “do not track” requests are sent to the websites that you visit or Service that you access. However, because an industry-standard protocol for “do not track” signals has not yet been established, we do not disable tracking technology that may be active on the Service in response to any “do not track” requests that we receive from your browser or device.

Information Collected by Third-Parties: The Service may include links to other websites and social media sites and other content from third-party businesses. These third-parties may use tracking technologies to track the actions of users within the Service, and across different web sites or platforms to deliver targeted electronic advertisements to an individual user. Device and usage information will also be shared with Google Analytics (Google, LLC) and Crashlytics (Fabric, a Google company) for analytics and crash reporting.

How Do We Use Your Information?

Consent to EBP: By providing information to EBP when you create or update your account and interact with the Service, you are expressly agreeing to our use and processing of your information

as set out by this Policy. You can withdraw or modify your consent to our continued collection of your information by closing your account and/or by deleting the Service from your device(s). EBP will retain previously collected data in accordance with its data retention policies and applicable laws.

**Providing, Developing and Customizing the Service:** EBP uses your information to provide, maintain, protect, and improve the Service. For example, we use your name and email address to provide you with information or notices regarding the app. We may also use your information to improve features of the Service, such as when you provide feedback to EBP customer service agents. We also use this information to track potential problems and trends and to customize our support responses to better serve you. We do not share information provided during customer service interactions for third-party advertising purposes without your permission.

EBP may combine information you provide through different interactions with EBP and EBP's service providers in order to provide a more customized and relevant experience. For example, if you contact us from an email address we have on file, we may make a note of that communication in your customer profile.

When you register for the Service, EBP uses your identifying information to set up your account. EBP also uses information to enforce and protect its rights.

#### What Information Do We Share With Third Parties?

**Service Providers and Transportation Partners:** EBP may share information with its current and future service providers and transportation partners that assist EBP in providing, improving, and marketing the Service. For example, EBP may use a third party developer to develop and host the App, or engage companies to provide analytics, or assist in protecting and securing our systems and Service, and those companies may need access to your information in order to provide those functions. EBP may also share your information with transportation partners to provide you with a service you requested through a partnership or promotional offering made by a third party or us. These third parties have limited access to your information only to perform these tasks on our behalf.

**Aggregate Information:** We may share aggregated and anonymous information based on information collected from the Service with the public, our partners, and with our users and customers. For example, we may publish information about general trends related to the use of the

Service or share that information with a partner to help them provide or improve their products and services. This information does not identify you and we require our partners to keep all such information in its anonymous form.

Legal Disclosure and Business Transfers: We may disclose any information we collect without notice or consent from you, if we believe in good faith that the disclosure is necessary to protect our rights and property, protect your safety or the safety of others, investigate fraud or other crimes, or respond to lawful government requests. In such instances, we will limit disclosure to that information which is necessary to accomplish the above purposes. We'll attempt to notify you about legal demands for your information when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We also reserve the right to disclose or transfer the information we collect to another agency or government entity in connection with a reorganization, dissolution, or similar event (a "Change in Business"). We will endeavor to provide you with notice (via a posting to the Service or such other method that we deem appropriate) of any such Change in Business. This Policy will apply to your information as transferred to the new entity through a Change in Business.

Public Records Laws: EBP, BART and AC Transit are subject to public records laws, including the California Public Records Act. Information that you provide or that we collect from you may be subject to disclosure pursuant to public records laws, unless the information is otherwise exempted from disclosure by law. You should not provide personal information if you are concerned about disclosure of your information under those laws.

#### Communications Preferences

Communications from EBP: We communicate with you through phone, email, notices posted on the EBP website, and other means available through the Service, including mobile text messages and push notifications. Examples of these communications include:

- Initial communications: Informing you how to use the Service, including any new features of the Service.
- Service communications: Alerting you about the availability of the Service and transit systems, confirming purchases, and providing information about other issues related to the Service. You cannot opt out of receiving service messages from us.
- Promotional communications: Sharing information about EBP's products and services.

- Response communications: Responding to an inquiry by you, either through the Service, social media, or other channels.

You can opt out of receiving certain email communications from us by contacting us at [US.EBPAppHelp@transdev.com](mailto:US.EBPAppHelp@transdev.com) or following the unsubscribe instructions provided in the message we send to you. If you opt out, we may still send you non-marketing communications including emails about the Service and our business dealings with you.

## Security

We endeavor to safeguard personal information to ensure that such information is kept private. However, the inherent insecurity of the Internet and other factors may compromise the security of your personal information at any time. Therefore, although we will take reasonable steps to protect information and comply with applicable law, we cannot guarantee the security of your personal information.

## Accessing Your Information

Certain personal information, such as your email, phone number and payment method, can be reviewed, updated, or deleted through the controls available within your account. The right to access and delete personal information may be limited in some circumstances by law and we may ask you to verify your identity before we act upon your request. Additionally, we may reject requests that require disproportionate technical effort or that would risk the privacy of others. Please note that due to the way we maintain our servers, after your information is deleted, backup or residual copies may exist for some time before they are completely deleted from our servers.

You also may close your account at any time by deleting the App and contacting us at [US.EBPAppHelp@transdev.com](mailto:US.EBPAppHelp@transdev.com). If you contact us to close your account, we will retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, take actions we deem necessary to protect the integrity of the Service or our users, or take other actions otherwise permitted by law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information will be subject to those third parties' policies.

## Children's Privacy

We do not knowingly collect or solicit personal information from persons under the age of 13. If you are a parent or legal guardian who discovers that your child has provided us with any personal information, you may contact us at any time at [US.EBPAppHelp@transdev.com](mailto:US.EBPAppHelp@transdev.com) and we will endeavor to promptly delete such information from our files and records.

#### Using the Service from Outside the United States

EBP provides local transit services in the San Francisco Bay Area. The Service is not intended for users based outside the United States. If you are located outside of the United States and you choose to use the Service or provide your information to us, your information may be transferred to, processed, and maintained on servers or databases located in the United States, or any other country in which we, or our affiliates, service providers, or other third parties maintain facilities. By accessing or using the Service, or by providing personal data through the Service, you consent to the transfer and processing of your information in the United States subject to United States law. If you do not want your information transferred to or processed or maintained in the United States, you must not use the Service.

#### Third Party Links, Sites and Services

This Policy applies only to the Service. It does not apply to any third party sites, services and/or applications that may be linked to, facilitated through, or provided via the Service. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party site, service, or application including their use of any cookies and/or collection of any personal information. We encourage you to be aware when you leave the Service, and to read the privacy policy of each third party site, service, or application that you visit.

#### Changes to this Privacy Policy

We will occasionally update this Policy to reflect changes in the law, our data collection and use practices, the features of the Service, or advances in technology. When we post changes to this Policy, we will revise the "last updated" date at the bottom of this Policy. We will notify you of such changes by posting the updated Policy on the Service and if the changes are significant we may seek to notify you via email or otherwise. When we post changes to this Policy, we will indicate when such changes will become effective. Your continued use of the Service after the effective date of such changes constitutes your consent to the amended Policy.

#### 14. Contact Us.

If you have any questions regarding these Terms or the Service, please feel free to contact us at:  
[US.EBPAppHelp@transdev.com](mailto:US.EBPAppHelp@transdev.com).

Last Updated: [April 1<sup>st</sup>, 2022]