

EASY Pay Miami Application TERMS AND CONDITIONS

By using this EASY Pay Miami Application (this "Application"), you agree to be bound by this EASY Pay Miami Mobile Application License Agreement (this "License Agreement"). This License Agreement is between you and Miami-Dade County through its Department of Transportation and Public Works ("DTPW" or "Transit Agency") only, and only pertains to your use of the Application. The terms and conditions governing your use of the EASY Pay Miami Application and the fare policies of DTPW can be found at the DTPW [Transit Store](#).

Application Use.

DTPW grants you the right to use this Application only for your personal use on a mobile product that you own or control and as permitted by any terms of use required by the party providing the app store from which you have downloaded this Application. You may not modify, copy, publish, license, sell, or otherwise commercialize this Application or any information or software associated with this Application. You may not rent, lease or otherwise transfer rights to this Application. You may not use this Application in any manner that could impair any Transit Agency's site(s) in any way or interfere with any party's use or enjoyment of any Transit Agency's site(s), including any use of this Application that imposes or may impose an unreasonable or disproportionately large load on the Transit Agency's infrastructure. You must use the Application in compliance with all applicable laws. You must comply with applicable third-party terms of agreement when using this Application (e.g. your wireless data service agreement). Your right to use this Application is subject to immediate termination if you violate any provision of this License Agreement, the EASY Pay Miami User Agreement Terms and Conditions for Transit or any of the Transit Agency's rules, regulations, terms and conditions.

EASY Pay Miami Account.

To purchase a digital Transit Pass, you must have an account. You can create a new account or simply log in using your Miami-Dade County Transit Store account username and password.

Proof of Fare Payment.

Tickets purchased through this Application are stored on your phone. It is your responsibility to use a charged and properly operating mobile device with Internet connectivity to access and use this Application. You are solely responsible for the proper functioning of your mobile phone to show proof of payment. You agree to comply with [Chapter 30B, of the Code of Miami-Dade County, Florida, including but not limited to Section 30B-4\(15\)](#), and fully cooperate with Miami-Dade County Police Officers and/or Department of Transportation and Public Works (DTPW) officials upon request to exhibit proof of digital fare payment while accessing or riding DTPW facilities or vehicles.

Refunds/Compensation.

All sales are final. Refunds are not issued for unused trips on an activated Pass. No compensation will be given for delays outside of our control, including extreme weather, emergency investigations, pedestrian incidents, road/highway conditions, track obstructions, and on-board emergencies.

Intellectual Property.

DTPW owns or is a licensee to, all right, title and interest in and to this Application, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. Other company, product, or service names mentioned in this Application may be trademarks of their

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Disclaimer of Warranties.

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Limitation of Liability.

Except as otherwise stated in this License Agreement, neither the Transit Agency nor their contractors and agents shall be liable to you for any harm resulting from any use or misuse of this Application. Such limitation of liability: (a) includes direct, indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort or otherwise (even if the Transit Agency (or any one of them) have been advised of the possibility of such damages); (b) applies whether damages arise from use or misuse of and reliance on this Application, from inability to use this Application, or from the interruption, suspension, or termination of this Application (including any damages incurred by third parties); and (c) applies notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

Indemnification.

You will indemnify and hold harmless the Transit Agency and their officers, agents and employees, from any claim made by any third-party arising in connection with a violation of this License Agreement for which you are responsible. The Transit Agency 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.

Hyperlinking.

This Application may provide a link to other sites by allowing the user to leave this site to access third-party material or by bringing the third-party material into this site via "inverse" hyperlinks and framing technology (a "Linked Site"). The Transit Agency have no discretion to alter, update, or control the content on a Linked Site. The fact that the Transit Agency has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its offerings, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and the Transit Agency urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site.

User Agreement and Privacy Policy.

Through your use of the Application, EASY Pay Miami may collect and store device sign-on data (including device ID) and geolocation data in order to provide this service. Personal information will also

be requested if you seek to register or use a registered EASY Pay Miami Account through this Application. The terms of the EASY Pay Miami User Agreement and Privacy Policy, including all agreements incorporated by reference, also apply to your use of this Application. DTPW reserves the right to make changes to this Application, this License Agreement, the EASY Pay Miami User Agreement Terms and Conditions for Transit and Privacy Policy at any time.

Third-Party Beneficiary.

Your mobile OS, Cubic Transportation Systems, Inc. and Passport are each a third-party beneficiary of this License Agreement, and, upon your acceptance, such third-party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this agreement against you.