BC Transit Terms and Conditions for Use of Umo

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

YOUR USE OF UMO IS DEEMED TO BE ACCEPTANCE OF THESE TERMS AND CONDITIONS

Use of Umo on BC Transit services is deemed acceptance of Local Transit System Tariffs, these Terms and Conditions (the "Agreement"), BC Transit's Privacy Policy, and Umo Pass Terms and Conditions, as amended from time to time. Any inconsistencies between these terms and conditions and the Local Transit System Tariff shall be resolved in favour of the Local Transit System Tariff.

The User agrees to use Umo in compliance with all applicable laws, regulations, and guidelines.

For information regarding the fares of specific participating BC Transit systems, please visit their respective pages at www.bctransit.com.

Definitions

10 Rides means the transit system-specific pre-purchased bundle of ten rides on BC Transit services, with transfer rights, where available within the Local Transit System Tariff.

30-Day Pass means the transit system-specific pre-purchased pass product that allows for unlimited travel on the indicated BC Transit system for thirty days from the date of first use.

120-Day Pass means the transit system-specific pre-purchased pass product that allows for unlimited travel on the indicated BC Transit system for one hundred and twenty days from the date of first use.

Account means the Umo account registered by the User, registered in either the Umo app or Umo Customer Portal, and contains the User's fare product(s) and Cash Balance for use on BC Transit systems.

Adult means a User between the ages of nineteen and sixty-four or otherwise defined in the Local Transit Tariff.

Autoload means the fare product(s) or Cash Balance amounts that the User authorizes Umo to automatically purchase to their account when the fare product(s) are near expiry or Cash Balance falls below a defined amount.

BC Transit means the Crown Corporation that provides transit services across the province of British Columbia, excluding Metro Vancouver, in partnership with local governments.

BC Transit Customer Service means customer service for transit service-related inquiries that can be reached by calling the local customer service phone number available onboard the bus or on the BC Transit website.

Benefit Code means the unique 12-digit code redeemed in Umo to access a Fare Program, specialized Fare Product, or other offer.

Cash Balance means the electronic equivalent of cash that is stored on a User's Account, or a Umo Card that is not registered and can be used as fare payment for transit services.

Concession means User aged thirteen to eighteen or sixty-five and over or otherwise defined in the Local Transit Tariff.

Contactless means a credit card or debit card from an accepted card brand used for onboard fare payment.

DayPASS (prepaid) means the transit system-specific pre-purchased pass product that allows for unlimited travel on the indicated BC Transit system for the day in which the pass is used for fare payment.

DayPASS (fare capping) means the total daily amount assessed from a User's Cash Balance that allows for unlimited travel within the day of purchase where available within the Local Transit System Tariff.

Fare Capping means the ability to limit the total amount of Cash Balance assessed to a rider within a given day where available within the Local Transit System Tariff.

Fare Inspection means the verification of a User's fare payment status and may require presentation of Proof of Eligibility when using a Concession Fare Product.

Fare Paid Zone means the area on the bus where payment or presentation of a valid fare is required for travel.

Fare Product means any pre-purchased fare type that is used for travel on transit services.

Fare Program means the dedicated process of administration and specified Fare Product for use by specific groups of Users as defined by an agreement between an organization and BC Transit and where available within the Local Transit System Tariff.

Fare Validation means the process of presenting a Umo account credential, in the form of an Umo app, Umo card, Third-Party card or Contactless card, to the Umo reader upon boarding a bus.

Insufficient Fare means the event of a User not having a valid Fare Product or sufficient Cash Balance on their Account to pay the required fare when boarding a bus as defined by the Local Transit System Tariff.

Local Transit System Tariff means the policies, fare amounts, Fare Products and Fare Programs utilized in BC Transit systems as determined and updated by the appropriate governing body or as separately defined in the appropriate schedule of the annual operating agreement between BC Transit and the funding local government partner.

Proof of Eligibility means the documentation that may be requested of the User to demonstrate their eligibility for use of a Concession Fare Product including, but not limited to, a valid driver's license, passport, birth certificate or equivalent government-issued photo identification that indicates date of birth or a valid school identification that displays the User's photograph, name and year of issuance.

Semester Pass means the transit system-specific pre-purchased pass product that allows for unlimited travel on the indicated BC Transit system within the defined date range of four calendar months.

Single Ride means the transit system-specific pre-purchased bundle of ten rides on BC Transit services, with transfer rights, where available within the Local Transit System Tariff.

Third-Party Pass means a physical pass product that is owned and managed by a partner organization, is approved as valid Fare Product by BC Transit, is compatible with Umo technical requirements, and is used for Fare Validation by holders.

Transfer means the ability to board multiple buses with the payment of a single fare as defined by the Transfer Policy.

Transit Supervisor means a BC Transit staff member responsible for the safe and reliable delivery of public transit services.

Umo means the electronic fare collection technology platform owned by Cubic Transportation Systems and licensed by BC Transit.

Umo App means the mobile application used for Account management, Fare Product or Cash Balance purchases, and Fare Validation by Users.

Umo Card means the physical fare card used for Fare Validation by Users.

Umo Customer Service means customer service for Umo-related inquiries that can be reached by calling 877-380-8181.

Umo Customer Portal means the website used by Umo Card Users for Account management and Fare Product purchases found at https://ca.umopass.com.

Umo Handheld Reader means the device used by Transit Supervisors to verify User Fare Payment status during Fare Inspection.

Umo Reader means the reader onboard buses used for Fare Validation with a Umo App, Umo Card or Third-Party Pass by Users.

Umo Vendor means an authorized seller of Fare Products and Cash Balance.

User means a transit rider using Umo for Fare Product and Cash Balance purchases and Fare Validation or Contactless fare payments.

1. Accessing Umo

Users can access Umo using any of the following: Umo App, Umo Card or Third-Party Pass.

- **Umo App** – Users can download the Umo Mobility app by Delerrok from either Apple App Store or Google Play Store on their mobile device.
- **Umo Card** – Users can obtain a Umo Card from any Umo Vendor. Umo cards are available at no charge to the User.
- **Third-Party Pass** – Users participating in Fare Programs can pick up their Third-Party Pass from their partnering organization.

2. Fare Payment with Umo

Fare payment occurs through the act of Fare Validation onboard BC Transit buses. Upon boarding a bus with a Umo Reader, a User will present one of the following to the Umo Reader for Fare Validation prior to entering the Fare Paid Zone:

- **Umo App** – Users are to open the dynamic QR code within the Wallet section of the Umo App and present it within fifteen (15) centimeters of the lower optical reader section on the front of the Umo Reader.

- **Umo Card** – Users are to place their Umo Card against the lower NFC reader section on the front of the Umo Reader.
- **Third-Party Pass** – Users are to place their Third-Party Pass against the lower NFC reader section on the front of the Umo Reader.
- **Contactless** – Users are to place their Contactless card against the lower NFC reader section on the front of the Umo Reader.

Each User boarding a BC Transit bus using Umo for fare payment is required to have their own Umo App, Umo Card, Third-Party Pass or Contactless card for Fare Validation, and a valid Fare Product or sufficient Cash Balance to pay for their travel as defined within the Local Transit System Tariff. **Umo Accounts, Fare Products, and Cash Balance cannot be shared by multiple Users.**

Upon Fare Validation, the Umo Reader will present the User with a combination of visual and audible notifications in one of the following combinations:

- Approved visual notification with Approved audible notification.
- Warning visual notification with Approved audible notification.
- Declined visual notification with Declined audible notification.

In many cases, the visual notification will be accompanied by a text prompt that indicates the current status of the Fare Product or Cash Balance used for Fare Validation. The Warning visual notification will indicate when the Fare Product used for Fare Validation is within fourty-eight (48) hours of expiration or when the Cash Balance remaining in the User's Account following Fare Validation is less than two dollars and fifty cents ($2.50). The Declined visual notification will indicate that the User has presented an insufficient or inappropriate fare for Fare Validation.

IMPORTANT: You must place your Umo Card, mobile device or Contactless card near the Umo Reader by itself, without any other Umo App, Umo Card, Third-Party Pass, or Contactless card near it. Doing so will ensure that only the Umo Account associated with the Umo App, Umo Card, Third-Party Pass, or Contactless card you intend to use is charged. You may need to remove your Umo Card or Contactless card from your wallet or purse to ensure that any other electronic cards and objects in the wallet or purse do not interfere with the transaction.

BC Transit and participating BC Transit systems are not responsible if a fare is charged using a Umo App, Umo Card, Third-Party Pass, or Contactless card that you did not intend to use or due to a failure to properly adhere to these terms and conditions of use or other posted instructions.

If there are no valid Fare Products or transfer rights in your Umo Account and a fare is due, your fare payment will be denied, and you may not be allowed to travel.

3. <u>Unregistered Accounts</u>

Users that do not want to register an Account to use Umo may do so by obtaining a Umo Card and purchasing Fare Products and Cash Balance at Umo Vendor locations or by using a Contactless card.

An unregistered Umo Account is automatically set up when you purchase a Umo Card. The Umo Card may then be used for travel and will automatically access the Fare Product in the associated unregistered Umo Account to pay fares.

If a Umo Account is not registered, you forfeit any Cash Balance, trips, and passes you may have purchased as well as any transfer rights you may have accrued in the event your Umo Card is lost, stolen or damaged. You may check your Fare Products by contacting Umo Customer Service at 877-380-8181.

Unregistered accounts may be loaded with Cash Balance and passes at Umo Vendors or by contacting Umo Customer Service at 877-380-8181; however, unregistered Umo accounts are not eligible for Autoload and transaction history can only be provided by Umo Customer Service.

4. Register an Account

Registration is optional for Umo Card users. Users of the Umo App must register an Account to purchase and use Fare Products and Cash Balance for Fare Payment, and to use the other features of the Umo App. Users of the Umo Card may register an Account using the Umo Customer Portal (ca.umopass.com). By registering an Account, Users secure their Fare Products and Cash Balance and can access them in the event of their mobile device or Umo Card being lost, stolen, or damaged by logging into their Account on a new mobile device or by obtaining a new Umo Card from a Umo Vendor and having it linked to their Account by calling Umo Customer Service.

With an Account that is registered, you may use either a mobile device with the Umo App or a Umo Card to make fare payments, but not both.

The following information is required to Register an Account:

- Email address
- Password
- Umo Card number (if you are using a Umo card to make Fare Payments)

Optional information for additional account features and benefits:

- Payment Account
    - Name
    - Phone Number
    - Credit, debit or prepaid debit card information

Registering an Account provides the following benefits:

- Fare Product protection
- Autoload
- Viewing transaction history
- Online access to add, view and change personal information associated with the Account.

Registering an Account is mandatory for participation in special fare programs that offer discounted fares or Fare Products. Please visit www.bctransit.com/umo for more information.

5. Information is Correct and Changing Information

The User certifies that all information provided in the Account is correct. Should any User information change, the User shall immediately update the customer's account information online or notify Umo Customer Service at 877-380-8181.

6. Moving your Fare Products or Cash Balance from your Umo Card to your Umo App

You may move your Fare Products or Cash Balance from a Umo App to an Account with a Umo Card by contacting Umo Customer Service at 877-380-8181.

7. Moving your Fare Products or Cash Balance from your Umo Card to your Umo App

You may move your Fare Products or Cash Balance from a Umo Card to an Account with a Umo App by selecting Create and account with my card and entering the card details when setting up the Umo App account. Please note that once the Fare Products or Cash Balance has been moved, the Umo Card will be disabled and can no longer be used for fare payment.

8. Purchasing Fare Products

Fare Products are available for purchase and use in each BC Transit system as defined by the Local Transit Tariff. Fare Products can be purchased using the following methods:

- Umo App or Umo Customer Portal
- At Umo Vendor locations
- Using Autoload
- by calling Umo Customer Service

When using the Umo App or Umo Customer Portal, select the BC Transit system for future transit use to view and purchase the Fare Products available within the Local Transit System Tariff.

To get the best fare value for your travel and receive applicable transfer rights, you must pre-purchase and use Fare Products.

The following pre-purchased fare products are available locally as defined within the Local Transit System Tariff:

- **Single Ride** – Allows for a single boarding on the Transit System of purchase on any service day with applicable Transfer rights. A User may have a maximum of five (5) Single Rides in their account at any time.
- **10 Rides** – A bundle of ten (10) rides that each allow for a single boarding on the Transit System of purchase on any service day with applicable Transfer rights. A User may have a maximum of two (2) 10 Rides in their account at any time.
- **DayPASS** – A pass product that allows for unlimited rides on the Transit System of purchase on any service day from the time of first use until the end of the same service day. A User may have a maximum of five (5) DayPASSes in their account at any time.
- **30-Day Pass** – A pass product that allows for unlimited rides within the Transit System of purchase for thirty (30) days from the date of first use. A User may have a maximum of two (2) 30-Day Passes in their account at any time.
- **120-Day Pass** - A pass product that allows for unlimited rides within the Transit System of purchase for one hundred and twenty (120) days from the date of first use. A User may have a maximum of two (2) 120-Day Passes in their account at any time.
- **Semester Pass** – A pass product that allows for unlimited rides within the Transit System of purchase during the defined calendar dates of use for eligible riders as defined by the Local Transit

System Tariff. These dates are January 1 to April 30, May 1 to August 31, and September 1 to December 31 of a given calendar year. A User may have a maximum of two (2) Semester Passes in their account at any time.

Cash Balance can be purchased to a User account in each BC Transit system within Umo and is able to be used for payment via Fare Validation in every BC Transit system that uses Umo. A User may have a maximum of two hundred and fifty dollars ($250.00) of Cash Balance in their account at any time.

9. Autoload

To use Autoload, your Umo Account must be registered.

Autoload is an optional service that will add Cash Balance to your Umo Account when your balance is low or an eligible fare when that fare is nearing its expiration or gets low on trips. Users that repurchase the same Fare Product or Cash Balance amount regularly can elect to enable Autoload in Umo. By enabling Autoload, the User authorizes Umo to automatically repurchase the selected Fare Product or Cash Balance amount to their Account as per the configured repurchase parameters.

For an Account with Autoload enabled, the payment source is charged for an Autoload payment at the time Fare Product is added to the Account by the Autoload service.

10. Autoload Payment Timing

For an Account with Autoload enabled, Fare Products will be repurchased when the active Fare Product in the Account is within seventy-two (72) hours of expiration and Cash Balance will be repurchased when the available Cash Balance in the Account is less than five dollars ($5.00). It is the responsibility of the User to activate and deactivate Autoload in their Account as determined by their Fare Product needs.

11. Changing and Cancelling Autoload

Your Autoload selection may be changed or cancelled at any time by using the Umo App, the Umo Customer Portal or by contacting the Umo Customer Service at 877-380-8181. If you cancel Autoload, the remaining Fare Products in your Umo Account will continue to be available for payment of fares on BC Transit systems.

12. Fare Payment Methods

When a Umo App, Umo Card, or Third-Party Pass is presented for Fare Validation, Umo will determine and prioritize on behalf of the User the Fare Product to which the User's travel will be applied based upon the Local Transit System Tariff and using the following hierarchy:

1. Fare Program pass or Third-Party Pass
2. Semester or 120-Day Pass
3. 30-Day Pass
4. DayPASS
5. 10 Rides
6. Single Ride
7. Cash Balance or Contactless card

In BC Transit systems with Fare Capping in the Local Transit System Tariff, Umo will prioritize the fare cap for Fare Validation upon it being reached within a given service day. In BC Transit with a Transfer Policy in the Local Transit System Tariff, Umo will prioritize a transfer for Fare Validation within its period of validity.

As found in section 1, if there are no valid Fare Products or transfer rights in your Umo Account and a fare is due, or if there is an insufficient balance on the Contactless card used for fare payment, your fare payment will be denied and you may not be allowed to travel.

13. Participating in Fare Programs

As defined by Fare Program agreements between BC Transit and partnering organizations, eligible Users may participate in a Fare Program and be in receipt of the benefits of said program. Participation in Fare Programs requires adherence to the terms of the agreements between BC Transit and partnering organizations. Examples of Fare Programs include, but are not limited to, Universal Pass (U-Pass) programs with participating educational institutions, ProPASS programs with participating employers, and EcoPASS programs with participating organizations. A User may have a maximum of one (1) of each Fare Product associated with the Fare Program(s) they participate in.

Fare Programs are made available to eligible Users by either a Third-Party Pass or Benefit Code. For Fare Programs using Third-Party Passes, the participating organization distributes Umo-enabled Third-Party Passes to eligible Users through means determined by the organization. For Fare Programs using Benefit Codes, the participating organization distributes Benefit Codes to eligible Users through means determined by the organization that are redeemed by the User in their Account in either the Umo App or Umo Customer Portal.

14. Umo Card Fees

Umo Cards are available at no cost to the User through any Umo Vendor location.

15. Replacement Umo Cards

In the event of a lost, stolen, or defective Umo Card, a User with a registered Account may contact Umo Customer Service to have their Account blocked, retrieve a new Umo Card from a Umo Vendor, and contact Umo Customer Service to have the new Umo Card linked to their Account. Replacement Umo Cards and the process to link it to an Account are available to Users at no cost.

16. Replacement Mobile Devices with Umo App

In the event of a lost or stolen User mobile device with the Umo App loaded, a User may contact Umo Customer Service to have their Account blocked. Upon attaining a new mobile device and loading the Umo App, the User may contact Umo Customer Service to have their account unblocked and then log into their Account on the new mobile device. A User may only be logged into their Account in the Umo App on one mobile device at any time.

17. Fare Product and Cash Balance Refunds

Refunds for Fare Products or Cash Balance purchased through Umo are determined for eligibility against the following refund policy:

Refunds are available for any unused Fare Product. Refunds are not available for partially used or expired Fare Products. Refunds are available for Cash Balance amounts of ten dollars ($10.00) or greater.

Refunds for Contactless payments are determined for eligibility against the following Contactless refund policy:

Refunds on Contactless payments are available in the case of multiple Contactless or Umo cards being charged during a single Fare Validation provided that evidence of charges across multiple cards or accounts can be provided.

All requests for refunds of Fare Products, Cash Balance and Contactless payments must be submitted to Umo Customer Service for determination of eligibility and processing. Refunds will be processed back to the payment card linked to the User's Account. In the case of the Fare Product or Cash Balance being purchased through a Umo Vendor, Umo Customer Service will request payment details from the User for processing by BC Transit within thirty (30) business days.

18. Transfer Policy

Where available within the Local Transit System Tariff, eligible Fare Products allow for Users to travel on to the next connecting bus within ninety (90) minutes of initial Fare Validation at no extra cost.

19. Fare Product Expiration Policy

All pre-purchase Single Ride, 10 Rides, or DayPASS Fare Products, or portions thereof, will expire after three-hundred and sixty-five (365) days from the date of purchase, regardless of whether the Fare Product was used for travel. All 30-Day Pass products are deemed expired upon completion of the 30th day from the date of first use. All 120-Day Pass are deemed expired upon completion of the 120th day from the date of first use.

20. Fare Inspection

At their discretion, Transit Supervisors may request that a User present their Umo App, Umo Card or other fare payment method for Fare Inspection. The User's Fare Payment status will be verified by the Transit Supervisor using the Umo Handheld Reader and the Transit Supervisors may request that the User provide Proof of Eligibility if they are using a Concession Fare Product. Where necessary, Transit Supervisors may take further actions in accordance with the Local Transit System Tariff to enforce the correct use of Fare Products.

21. Blocked Accounts

In certain circumstances, a Umo Account, Umo Card, Third-Party Pass, or Contactless card may be blocked. The Umo Account will be permanently blocked in the event of fraud, misuse, or if you request that the account be closed.

The Umo App, Umo Card, or the Third-Party Pass will be blocked under the following circumstances:

- Permanent block
    - The User reports the Umo Card or mobile device with the Umo App is lost or stolen.
    - In the event of fraud or misuse.
    - You request that the Umo Account be closed.

- Temporary block
    - Cash Balance reaches or exceeds the maximum negative amount allowed by BC Transit's policies.
    - If the provider of your payment account rejects or returns the payment for a Fare Product that you purchased and you have used that Fare Product to pay fares.
    - A Contactless card used for fare payment has insufficient funds and subsequent attempts to collect payment following Fare Validation are unsuccessful.
    - We suspect that your Umo Account is being used fraudulently.

Fraudulent use of a Umo Account includes, but is not limited to, the sharing of a Umo Account by multiple Users. In the instance of a permanently blocked account, the refund policy in Section 17 will apply.

You may be able to remove a temporary block by contacting the Umo Customer Service at 877-380-8181. Multiple denials of a payment account could result in a disallowance of your ability to use that payment account thereafter.

22. Umo Customer Service

Umo Customer Service is available to Users requiring assistance with a variety of tasks including, but not limited to:

- Knowledge support.
- Account management.
- Reviewing transaction history.
- Fare Product or Cash Balance purchase.
- Benefit code redemption.
- Auto-load enablement or disablement.
- Blocking or unblocking (Temporary Block) an Account.
- Linking a new Umo Card to an Account.
- Fare Product or Cash Balance refunds.
- Issues troubleshooting and management.

Umo Customer Service can be reached by calling 877-380-8181. Customer service representatives are available daily from 7:00 to 19:00 PST on Monday to Friday, 8:00 to 16:00 PST on Saturday and Sunday. For non-Umo inquiries relating to BC Transit services, Users can contact the appropriate BC Transit Customer Service phone number for their local transit system as indicated on the bus or the BC Transit website.

23. Privacy Policy

The User agrees that any information provided by the User and any data BC Transit receives as a result of the User's use of the Umo App, Umo Card, or Third-Party Pass may be collected, aggregated, analyzed, used and disclosed in compliance with the *Freedom of Information and Protection of Privacy Act* (British Columbia).

Questions about the collection, use and disclosure of personal information can be directed to BC Transit's Privacy Officer by telephone at 250-385-2551; via email to Privacy@BCTransit.com; or by regular mail to 520 Gorge Road East, Victoria, BC V8W 2P3.

24. Amendments

BC Transit reserves the right to amend these BC Transit Terms and Conditions for Use of Umo from time to time at its discretion, including any rights or obligations the User may have, by posting the amended BC Transit Terms and Conditions for Use of Umo to the BC Transit website. The User will be deemed to have received notice of the amendments to the BC Transit Terms and Conditions for Use of Umo seven (7) days after the amended BC Transit Terms and Conditions for Use of Umo are posted to the BC Transit website and use of Umo following these seven (7) days will be deemed acceptance of the amended BC Transit Terms and Conditions for Use of Umo. It is the User's responsibility to be aware of these BC Transit Terms and Conditions for Use of Umo and the Local Transit System Tariff. If the User does not accept the amended agreement , the customer shall have thirty (30) days from the effective date of the amended agreement to terminate this agreement through the User's Account online or informing Umo Customer Service at 877-380-8181 and, in such event, this agreement shall terminate on the last day of the month immediately before the month in which the change was to come into effect. Upon such termination, no portion of any monthly fee under the Agreement paid by the User shall be refunded to the User.

25. Failure to Comply

Failure to comply with any of this Agreement or the Umo Terms and Conditions may result in an Account being blocked. Umo Accounts will be permanently blocked in the event of fraud, misuse, or if you request that the account be closed.

BC Transit and the participating BC Transit Systems reserve the right to not accept any Umo Card, Umo App, or Third-Party Pass or otherwise limit the use of any Umo Card, Umo App, or Third-Party Pass if it reasonably believes that the use is unauthorized, fraudulent or otherwise unlawful.

If a Umo Card or Umo App is blocked in accordance with this Agreement, the remaining Cash Balance on the Umo Card or Umo App will be held by BC Transit and will be refunded to the User upon request in accordance with the process set out in section 17 of this Agreement, as the case may be, at the time of request.

Disclaimers and Limits of Liability

BC TRANSIT AND THE PARTICIPATING BC TRANSIT SYSTEMS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO INDEMNIFY AND HOLD THE PARTICIPATING BC TRANSIT SYSTEMS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, LOSS, COSTS, EXPENSE, OR LIABILITIES RELATING TO, ARISING FROM, OR AS A RESULT OF YOUR USE OF UMO.

BC Transit and the participating BC Transit Systems will have no liability for damages or any failure to perform due to circumstances or causes that are, directly or indirectly, beyond their control, including but not limited to situations involving system failures or system malfunctions; viruses or other harmful code; criminal acts; riots; acts of God; labour disputes and actions; accidents; shutdowns for purpose of emergencies or repairs; partial or entire failure of utilities or other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the BC Transit Systems.

You agree to pay any costs, including reasonable legal costs, incurred by BC Transit and BC Transit Systems to enforce the terms of this Agreement.

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.

Assignment

This Agreement cannot be assigned.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

Regulations

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

BC Transit Contact Information

Umo Customer Support – 877-380-8181

bctransit.com/umo