

In-App End User Terms

Terms and Conditions for Access to and Use of the HFXGO App and HFXGO Tickets & Passes

Definitions and descriptions

1. Thank you for using Halifax Regional Municipality's electronic ticketing software application for mobile devices (the **"HFXGO App"** or the **"App"**). This App is provided to you by Halifax Transit, a business unit of the Halifax Regional Municipality (**"HRM"** or **"Halifax Transit"**), with electronic ticket sales provided by Masabi LLC (**"Masabi"**). These terms and conditions (the **"Terms"**) will govern the purchase and use of HFXGO Tickets & Passes via the HFXGO App and used on any Halifax Transit service. HRM and Masabi may modify these Terms from time-to-time and at any time by posting revised Terms. Unless you are provided notice of revised Terms, this will not affect any existing terms accepted by you when making your purchase via the HFXGO App. Your continued use of this App after HRM and Masabi provide notice of any changes to these Terms constitutes your agreement to the changes. When downloading the HFXGO App, you are also agreeing to be bound by the Terms.

The HFXGO App

2. HRM and Masabi grants to you the right to download, install and use the HFXGO App on your mobile device to purchase electronic tickets, passes, and other fare products (**"HFXGO Tickets & Passes"** or **"Ticket(s)"**) and access information in accordance with the Terms.
3. Once you have downloaded the HFXGO App you will be able to purchase HFXGO Tickets & Passes to travel with Halifax Transit. All Tickets purchased through the App are subject to "The Transit Code", which can be found at halifax.ca/transitcode. Use of the HFXGO App is at your own risk. This App and the HFXGO Tickets & Passes are provided "AS IS". HRM and Masabi expressly disclaims any representations, warranties, covenants and conditions, express or implied, arising out of operation of law, course of performance, course of dealing, usage of trade or otherwise, including any express or implied warranties and conditions of: merchantability; merchantable quality; fitness for a particular purpose; non-infringement; safety; quality; freedom from defects or that defects will be corrected; uninterrupted, virus-free or error-free use of the HFXGO App; or accuracy, currency, reliability, completeness or appropriateness relating to the content or performance of this App.
4. You do not and will not own the HFXGO App or any information that is provided to you through it, but you may use the HFXGO App in accordance with the Terms solely for the purposes of purchasing and using HFXGO Tickets & Passes and accessing transport information for your own personal use and not for any other purpose. The HFXGO App is licensed to the HRM by Masabi and may only be used for your own personal use. You must not try to alter, modify or in any way try to copy or transfer a Ticket to any other users.
5. The HFXGO App is provided to you free of charge. HRM can suspend access to purchasing HFXGO Tickets & Passes through the App and can do so for any reason.
6. You must ensure that your mobile device has the required version of the relevant operating system. You are responsible for all data charges incurred when using the HFXGO App with your mobile phone provider.

Your Data

7. You acknowledge and agree that whilst HRM's service provider (Masabi LLC) uses AWS servers located in the USA, in order to provide the services offered by the HFXGO App, personal data disclosed by You may be accessed by Masabi LLC employees in locations

outside the USA, currently the United Kingdom and Romania, and by downloading and using the HFXGO App you expressly consent to your personal data being accessed by Masabi LLC or Masabi Limited employees in locations outside the USA for purposes limited to the provision of services offered by the HFXGO App.

Mobile Ticketing and Use

8. HFXGO Tickets & Passes are available to purchase via your mobile device using the HFXGO App or through the web portal at <https://halifax.justride.tickets>. Once you have purchased a Ticket it will be delivered to your mobile device. HFXGO Tickets & Passes sold on the HFXGO App are for use on Halifax Transit public conveyances only for the times and in the areas as specified at the time of purchase.
9. The price you pay for a Ticket will be valid for the duration noted on the Ticket and any subsequent price changes during the validity of the Ticket will not affect the HFXGO Tickets & Passes you have already purchased.
10. HFXGO Tickets & Passes refunds may be available for a short period of time after purchase through the App, but before Ticket activation.
11. Payment for HFXGO Tickets & Passes must be made by credit or debit card. The appropriate payment for a Ticket will be processed once it has been authorized by your payment provider.
12. HFXGO Tickets & Passes are downloaded to your registered mobile device through the HFXGO App.
13. HFXGO Tickets & Passes must be activated prior to you boarding the Halifax Transit bus, ferry, or other conveyance. Please ensure you have sufficient battery charge to show to the driver and/or validate your ticket via an onboard validation device and for the whole duration of your journey, as HRM does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.
14. Please allow time for the HFXGO App to load whilst waiting for the Halifax Transit bus, ferry, or other conveyance. If you are unable to display the Ticket on your device the full cash fare must be paid. No refund will be given.
15. You may be asked to show your Ticket to a Halifax Transit Inspector, or any member of staff employed by Halifax Transit or local police.
16. Halifax Transit reserves the right to refuse travel on an invalid Ticket or if used on a stolen device. HFXGO Tickets & Passes are not transferable and may only be used by the registered device user.
17. HFXGO Tickets & Passes are valid for use on ~~the~~ Halifax Transit buses, ferries or other conveyance service, which is purchased on the HFXGO App using an iOS or Android device or any other hand-held device running the appropriate software allowing you to download the HFXGO App. The security of your mobile device and HFXGO Tickets & Passes is your responsibility. If your mobile device or a Ticket is lost or stolen, Halifax Transit will not provide a duplicate or replacement Ticket.
18. Your Ticket must be displayed clearly on the mobile device screen to the operator every time you board a Halifax Transit bus, ferry, or other conveyance, or when requested by a fare inspector, police officer or bus/ferry operator to view the Ticket. The Ticket must be retained during your entire trip on a Halifax Transit bus, ferry, or other conveyance. Failure to show a valid Ticket is considered fare evasion and is subject to enforcement actions according to Halifax Transit policy and Province of Nova Scotia or the laws of Canada. If you are unable to show a

valid Ticket, you may be subject to an enforcement action.

19. If the Ticket has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the HFXGO App, you will also delete your HFXGO Tickets & Passes. If you reinstall the HFXGO App on the same device from which it was deleted, your HFXGO Tickets & Passes will be downloaded to the device. You cannot print or transfer Tickets.
20. Your Ticket will be sold to you via the HFXGO App owned by HRM's service provider, Masabi. Purchase of a Ticket creates a contract between you and HRM for the provision of the transport services that the Ticket allows you to use. Halifax Transit provides these services to and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance, including your use or access to any Halifax Transit bus, ferry or other conveyance, the Halifax Transit network, or your use of the HFXGO App and any services provided under the App.

Prices and Receipts

21. When you purchase a Ticket on the HFXGO App, you will be notified of the price before you confirm your purchase. Fares charged for passage on a Halifax Transit public conveyance are subject to change and it is your responsibility to inform yourself about the current fare charged for a Ticket. For information on fares please visit the Halifax Transit fare information web page at <https://www.halifax.ca/transportation/halifax-transit/fares-tickets-passes>. Once you complete your purchase, a receipt will be emailed to the email address you provided.

Discount Fares

22. Customers of approved discount fare programs may be eligible for discounted HFXGO Tickets & Passes offered under this App. Only eligible individuals may use a discounted Ticket and a passenger may be requested to present proof of eligibility when boarding. Unauthorized use of discounted fare programs is a form of fare evasion and will be enforced according to Halifax Transit policy, municipal by-laws, and the laws of the Province of Nova Scotia and the country of Canada. For more information on discount fares please visit the Halifax Transit fare information web page at <https://www.halifax.ca/transportation/halifax-transit/fares-tickets-passes>.

Changes, Refunds, and Replacements

23. All refund requests will be reviewed on a case-by-case basis. In general, HFXGO Tickets & Passes cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to HFXGO App service disruptions. The decision to replace, change, cancel or refund a Ticket is made at Halifax Transit's sole and absolute discretion. You can submit a request for a refund by calling the Halifax Transit 311 support line. Please note that where a refund is made it will be for the Ticket price only. Any other associated fees are non-refundable. Neither Halifax Transit nor Masabi will be obliged to replace, change, cancel, or replace a ticket when Halifax Transit has reason to believe that the circumstances prompting the replacement, change, cancellation, or replacement is the result of fraud.

Data charges

24. The HFXGO App is free, but data charges may be incurred to you by your mobile device network provider. You are responsible for any such costs. Halifax Transit will not take responsibility for any connectivity issues you may experience.

Availability & Updates

25. A Ticket can be used on all Halifax Transit buses, ferries, or other conveyance. A Ticket is valid when it is activated on the HFXGO App after purchase. You may not start your trip on a Halifax

Transit bus, ferry, or other conveyance until you have a valid Ticket. Once purchased, the Ticket will specify the fare type, the validity of the Ticket and its expiration date. Halifax Transit reserves the right to issue updates to the HFXGO 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 latest update. Halifax Transit recommends that you download and install all updates issued. HRM is not liable for errors which become apparent in old versions of the HFXGO App.

Materials, Ownership and Restrictions on Use

26. The HFXGO App is operated by Halifax Transit and licensed to HRM. The App is owned by HRM's third party licensors (including without limitation Masabi). Any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of HRM or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile device in the course of your use of the App), reproduce, republish, upload, post, transmit or distribute the HFXGO App or any of its content without the prior written permission of HRM and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the App except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the App. Use or downloading of the HFXGO App is conditioned on your acceptance of the Terms. By using or downloading the HFXGO App, you agree to access and use the HFXGO App and HFXGO Tickets & Passes in accordance with the Terms. The App is supplied to you by HRM and neither Masabi nor any of HRM's other third-party licensors will have any liability to you arising out of or in connection with your use of the App.
27. The laws of Canada and the Province of Nova Scotia apply to the Terms, and users agree that any dispute between HRM and the users of the HFXGO App regarding the APP, HFXGO Tickets & Passes, or arising out of or in connection with these Terms are subject to and attorn to the courts of Nova Scotia.

Liability Disclaimer

28. In no event will HRM, its councilors, officers, directors, employees, agents, or representatives be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the HFXGO App (including: loss of savings, revenues or profit; harm to business, reputation or business interruption; breach or corruption of computer programs or data and any resulting financial losses), whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. In no event will Masabi be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of or in connection with your use or access to any Ticket or the HFXGO App, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. Neither HRM nor Masabi will be liable for any damage or alteration to your equipment including but not limited to computer equipment, handheld device, or mobile telephones as a result of the installation or use of the App or any Ticket. Nothing in these Terms will exclude or limit a person's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
29. YOU UNDERSTAND AND AGREE THAT THE LIABILITY HRM AND ITS RESPECTIVE COUNCILLORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES FOR CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF THIS APP OR A TICKET IS LIMITED TO DIRECT DAMAGES AND SUCH LIABILITY WILL, IN THE AGGREGATE, NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

Legal responsibility

30. If you lose your mobile device with a valid Ticket saved on it, please call our customer support number at 311. Commercially reasonable efforts will be made to transfer value any remaining on your HFXGO Tickets & Passes to your new mobile device.
31. Halifax Transit may cease to operate the service at any time, in which case the value of any balance associated with unused Tickets at that time will be refunded.

Privacy

32. Customer's personal information will only be collected, transmitted, secured, used, and/or disclosed (i) for the limited purpose of providing the services offered by the HFXGO App, and (ii) in a manner that complies with the provincial and federal laws and regulations governing an individual's right to privacy and HRM's privacy statement at halifax.ca/hfxgo.

Support

33. If you have any questions or problems with the HFXGO App, please review the FAQs at halifax.ca/hfxgo for answers to the most common questions Halifax Transit receives from its users. If that does not answer your questions, please contact Customer Care at 311.