

Joint Board
April 11, 2022

Action Item: Approve ORCA Terms of Use

Purpose: The new ORCA Terms of Use clarifies the specific terms and conditions that apply when an individual chooses to utilize ORCA products and services provided by the Agencies under the ORCA program. This includes but is not limited to ORCA cards or products, the ORCA Customer Mobile App, the ORCA Website, and ORCA Customer Services.

Background: The Regional ORCA Operations Team (ROOT) has written a new ORCA Terms of Use to take effect upon the launch of the new ORCA system in Q2 2022.

The attached ORCA Terms of Use will supersede the current Terms of Use upon launch of the new ORCA system. The effective date will be inserted once the launch date is confirmed.

While the ORCA Director may make administrative changes, substantive changes to these Terms of Use will require Joint Board approval.

The new ORCA Terms of Use have been reviewed by ORCA legal counsel.

Recommendation: The ORCA Business Managers recommend approval of the ORCA Terms of Use.

ORCA Terms of Use



Effective Date: _____, 2022

Welcome to ORCA, which offers people the opportunity to use a single card to ride buses, ferries, and trains throughout the Puget Sound region.

This ORCA Terms of Use explains the ORCA Program-specific terms and conditions when an individual chooses to utilize the ORCA Products and services provided by the Agencies under the ORCA Program, including but not limited to ORCA Cards, ORCA Products, ORCA App, ORCA Website and ORCA Customer Services. By using our services, you agree to be bound by this ORCA Terms of Use and the Privacy Statement (both are available at the ORCA Website, ORCA app and ORCA Customer Services) and such other terms and conditions, disclosures and consents that are contained in the ORCA Website, forms, Business Account agreements and other written materials, all of which may be established, modified, or withdrawn from time to time.

In addition to such ORCA Program-specific terms and conditions, your use of the ORCA Card and ORCA Products is also subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to each Agency's fares, tariffs, rates, prices, promotional programs, reduced fare programs, time and zone designations, routes, transfer policies, rules of conduct and other terms and conditions that apply to its public transportation services and which may be established, modified or withdrawn from time to time. Such other provisions applicable to public transportation service are available from the Agencies.

1. Definitions

As used in this Terms of Use, the following terms shall have the meanings indicated.

Agency(ies) means one or more of the following public transportation providers and the contractors and subcontractors which these Agencies, individually or collectively, have retained for purposes related to the ORCA Program.

- Central Puget Sound Regional Transit Authority ("Sound Transit")
- City of Everett ("Everett Transit")
- King County Metro Transit Department ("King County Metro")
- Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
- Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")
- Snohomish County Public Transportation Benefit Area ("Community Transit")
- Washington State Department of Transportation, Ferries Division ("WSF")

For clarification, the term "Agency(ies)" does not include Business Accounts or Retailers.

Autoload is the process for automatically loading ORCA Products to a Customer Account-linked ORCA Card and making a corresponding charge against the funding source to pay for the loaded product. Autoload may be authorized by an individual or a Business Account customer.

Business Account is an entity other than an individual customer, including but not limited to an employer, educational institution, social service agency or third-party administrator that purchases ORCA Cards and/or products for distribution to its employees, students, clients, or other program participants according to the terms of an agreement with one of the Agencies.

Cardholder Account Is a record of personally identifying information pertaining to the user of a particular ORCA Card which serves to provide balance protection should the card become lost or stolen, and also informs the cardholder's reduced fare passenger type (e.g., Youth, Senior, etc.).

Customer is the Customer account holder; an individual or Business Account user that manages one or multiple ORCA Cards via the ORCA Website and/or ORCA App.

Customer Account is an account created at the ORCA Website or on the ORCA App by an individual user to manage one or multiple linked ORCA Cards and contains customers' personal information. Logged in customers may save funding sources for future use and for Autoload.

Full Access is primary association to a customer account. A card can have only one primary association. A Full Access - Customer has full control over the card. They may view all transaction history. Each card may have only one customer account linked with full access.

Lead Agency is one of the Agencies which, on behalf of itself and one or more of the other Agencies, supports Business Account management of ORCA Cards and ORCA Products.

LIFT is a type of ORCA Card issued to individuals who are eligible for reduced fare based on income that use Community Transit, Everett Transit, King County Metro, Kitsap Transit, and Sound Transit services. A LIFT ORCA Card may only be used by the eligible individual and are not transferable to others.

Load Only Access is an account with secondary access that may only load value or products onto the transit account. A Load Only customer has limited access to the card information. They can load value and passes (including Autoload) and only view passes they have loaded.

ORCA App is the myORCA mobile application used by individual customers for ORCA Customer Account and card management.

ORCA Card is the card, physical or virtual, that can be presented for fare payment on train, bus and ferry services provided by, and in accordance with the terms established by the Agencies. ORCA Card can mean cards issued to individuals and businesses, unless the context indicates it means one or the other.

ORCA Customer Services are the facilities and services of one or more of the Agencies that exchange information with customers regarding the ORCA Program and sell ORCA Cards and ORCA Products, including customer service offices, calls centers, the ORCA mail center, business account support and vending machines.

ORCA Product(s) or Product(s) are any transit fare payment option offered for sale within the ORCA Program including, but not limited to, monthly or period passes, and E-purse stored value.

ORCA Program is the equipment, systems, facilities, ORCA Cards, ORCA Products, ORCA App, ORCA Website, data, information, and any products and services related to the regional fare system implemented by the Agencies using ORCA Cards as the common media for fare payment on their public transportation services.

ORCA Website is the following public website: www.myORCA.com

Personally Identifiable Information (PII) is the following information when collected by the Agencies under the ORCA Program: a natural person's name; and, if combined with said name, the address, phone number, email address, date of birth, Regional Reduced Fare Permit related information (as defined below), photo, and check/debit card/credit card information.

Retailer or ORCA Retailer is a retail business or other entity authorized to sell new ORCA Cards and add E-purse stored value to new and current ORCA Cards.

Regional Reduced Fare Permit (RRFP) is a type of ORCA Card issued to an individual who is eligible for reduced fare by one of the Agencies based on the individual's disability or age (65+ years). Individuals are required to provide proof of eligibility which may include a valid Medicare card. An RRFP ORCA Cards is not transferable.

Youth is a type of ORCA Card issued to an individual who is eligible for reduced fare based on the individual's age (6-18 years). Youth ORCA Cards may be issued to schools or other organizations. A Youth ORCA Card is not transferable.

2. Only Authorized ORCA Cards and ORCA Products Accepted

Only an Agency or Business Account (e.g., your employer or another institution) or an authorized distributor may provide you with an authorized ORCA Card. You may not deface, alter, duplicate, or create a counterfeit ORCA Card. You may not load ORCA Products through an unauthorized means onto an ORCA Card or an unauthorized card. The Agencies do not honor defaced, altered, duplicated or counterfeit cards or otherwise unauthorized cards or products.

The Agencies reserve the right to examine cards, confiscate any cards that are believed to be unauthorized or hold unauthorized products, and either deny transportation services to, or require payment in cash from, a person presenting unauthorized cards or products as payment for transportation service.

3. ORCA Products

The ORCA Products that may be loaded onto ORCA Cards represent prepaid fares on transportation services provided by ORCA Agencies. The three types of prepaid fares are:

- a. **Pass:** The electronic equivalent of a pass that is valid for use on the transportation services of one or more of the participating Agencies, depending on the type of pass. A pass is intended for frequent travel. The monthly pass

price is based on 18 roundtrips (or 36 one-way trips). If you do not travel frequently, purchase E-purse value for flexibility.

- b. E-purse: Prepaid value that may be used to pay a fare or a portion of a fare.
- c. Single-use or multi-ride ticket: Prepaid rides that may be used to pay a fare on a participating Agency. A single-use or multi-ride ticket may be route specific.

ORCA Cards are not, and do not represent, “financial deposits”. They simply represent the transportation fare product for which you have already paid. You may not redeem ORCA Cards and ORCA Products for money or any product or service other than an applicable transportation service provided by an ORCA Agency. Sales of ORCA Products are final and nonrefundable, except for the limited refund of E-purse value available in accordance with sections 4 and 7.

Payment shall be made to an Agency or to a Retailer for ORCA Products that are loaded onto an ORCA Card. The electronic record in the ORCA system shall be conclusive evidence of the ORCA Product value that was loaded on an ORCA Card and remains unused or unexpired.

Use of ORCA Products as a means of fare payment on a given trip will depend on the type of ORCA Product(s) loaded on the ORCA Card and on the policies and restrictions of the Agency providing that trip. For example:

- a. Some products (i.e., passes) are specified for use at one Agency.
- b. A pass product valued at less than the required fare may be used in combination with E-purse value to cover the full cost of a trip, if loaded on a single ORCA Card (except on Washington State Ferries).
- c. Use of a single ORCA Card to pay for multiple riders is only accepted at Sound Transit vending machines and Washington State Ferries points of sale, where the Customer may use E-purse value to purchase rides for companion(s).
- d. A negative balance may occur if an ORCA Card is used at an offline validator, and the cost of the trip exceeds current funds. To continue using the ORCA Card, funds must be added to bring the balance on the ORCA Card to a positive balance.

If an ORCA Product or combination of Products is not usable or is not sufficient to cover the applicable fare, the Customer is required to make full fare payment by a means other than an ORCA Card. An insufficient ORCA fare cannot be combined with cash.

The Agencies reserve the right to change fares at any time. Public notice will be provided prior to a fare change.

The Agencies reserve the right to establish the terms for the use of the ORCA Card on their transit systems. Some Agency services allow or require a person to pay the fare prior to boarding a vehicle or entering a fare paid area and require the customer to present proof of payment while on board. Go to myORCA.com or to the agency’s website for requirements. (Examples of such service include Sound Transit’s Link light rail and Sounder trains, Community Transit’s Swift service, King County Metro’s RapidRide service and Seattle Streetcar.)

4. E-purse

The maximum amount of E-purse value that may be held on an ORCA Card at any time is \$400.

E-purse value on an ORCA Card is deducted to cover the applicable fare of a trip less any transfer value (except on Washington State Ferries where no transfer value is recognized). The amount of E-purse value remaining on your ORCA Card after a transaction will be displayed on the card reader while equipment is online.

A customer with full access to the linked ORCA Card (that is not owned by a business account) who opts to withdraw from the ORCA Program may obtain a refund of the E-purse value that remains unused on the ORCA Card (as specified in Section 7).

The ORCA Program complies with applicable Washington State Law for escheatment of unused E-purse value. E-purse value that has not been used in two years is eligible for escheatment. Notification of escheated value \$75 or more per card, will be provided by the ORCA Agencies to the ORCA Customer annually beginning May 1 and the Customer may request the amount be refunded. The ORCA Agencies reserve the right to validate the E-purse value to be refunded. If no action is taken by the ORCA Customer, the value eligible for escheatment will be reported as unclaimed property to

the Washington State Department of Revenue. Any outstanding money owed by the Customer for unpaid non-sufficient fund transactions may be deducted from any escheated value on any cards owned by the Customer.

5. Card Registration

You may participate in the ORCA Program without providing any personal information by using an anonymous adult ORCA Card. If you choose to register your ORCA Card or an ORCA Card provided to you by your employer or other organization, the card number will be linked to your Customer Account (see ORCA Privacy Statement for more details).

Some card types are automatically registered with the Customer's personal information when issued and cannot be unregistered because they offer a reduced fare to the eligible Customer. This includes senior Regional Reduced Fare Permit (RRFP), disabled RRFP, youth, and LIFT ORCA Cards. To participate in these reduced fare programs, provided you are eligible, you must agree to the terms as described in these Terms of Use and in the ORCA Privacy Statement. Any reduced-fare eligible Customer who does not agree to these terms may choose to forego their reduced fare and use unregistered adult ORCA Card instead and be charged the adult rate for Agency services.

If you choose to link your Card via the ORCA Website or ORCA App, you will be required to set up an online ORCA Customer Account. You may also contact ORCA Customer Services for assistance.

Youth under 13 years old may not link a personal card online. The ORCA Website, ORCA App, and any ORCA Customer Services that require PII are not intended for use by minors under age 13. A parent or guardian may order and link a Youth Card for a youth who is under age 13.

In linking their Card, the Customer agrees to: (a) ensure that all information provided is true, accurate and complete; and (b) receive information about the ORCA Program via email and/or mailings from the Agencies.

6. Lost, Stolen, or Damaged Cards

The Customer must take all reasonable care to prevent an ORCA Card from being defaced, altered, damaged, lost or stolen. The cardholder bears the risk if an ORCA Card is lost, stolen or damaged. A lost, stolen, or damaged ORCA Card may remain valid, and any ORCA Products loaded on such a Card may continue to be used for transportation services until the Product's value has been used or expires; provided, however, certain types of Cards may be blocked or locked from continued use and replaced as provided in Section 8.

7. Refunds

A refund is a benefit of Card registration. Refunds will be provided only to the associated Cardholder or Full Access Customer account holder.

A refund may be requested for the E-purse value that remains unused on an ORCA Card, less the applicable administrative fee (as specified in Section 15). The ORCA Agency must establish ownership of the original payment method before processing a refund. The ORCA Agency reserves the right to determine the refund method based on the original method of payment. The ORCA Agencies are not obligated to provide a refund where proof of ownership or method of payment cannot be established.

Card fees and pass products are non-refundable. All pass sales are final.

If a pre-tax transit benefits card or check are used to purchase E-purse value, a refund of that value may be considered taxable income. The ORCA Agencies do not take responsibility for determining whether the refund is taxable. The Customer is responsible for reporting taxable income and obtaining tax advice.

Suspicion of fraudulent activity may result in denial of a refund request. The surrendered card(s) may be retained by the ORCA Agency. Fraudulent activity will be reported to the proper authority.

A Business Account may obtain a refund of the E-purse value that remains unused on the Business Card, less the applicable administrative fee (as specified in Section 15). The card will be locked and the E-purse balance, minus the administrative fee, will be given to the Business Account. The Lead Agency will provide a refund of remaining E-purse value only to the Business Account that owns the Card. The refund policy of the Business Account will govern whether the Business Account, in turn, forwards any of the refund to an individual Customer that claims to have personally loaded E-purse value onto the card.

Refunds may take up to 90 days.

- a. E-purse refunds will be issued as a check or as a reversal back to the credit card used for payment.
- b. No cash refunds.
- c. No pass refunds.
- d. Card fees are non-refundable.

See Section 4 for notification to customers with unclaimed E-purse funds eligible for refund.

8. Lock, Unlock and Replace Certain Cards

An ORCA Card that is associated to a Cardholder Account and/or a Customer Account that is reported as lost, stolen, or damaged may be locked and replaced. Anonymous ORCA Cards cannot be replaced. See Section 10 for lost, stolen, or damaged Business Cards.

To lock a lost or stolen linked ORCA Card, the individual with Full Access permissions must first report the ORCA Card missing on the ORCA Website, on the ORCA App, or to ORCA Customer Service. A card lock action can be performed for the missing ORCA Card by either the Customer or by contacting ORCA Customer Services. The Agencies are not responsible for any use of ORCA Products prior to the lock action taking effect. If the ORCA Card is later found, the same individual may unlock the ORCA Card using the ORCA Website or ORCA App or by contacting ORCA Customer Services.

A cardholder with Full Access permissions may obtain a replacement for a lost or stolen card online or by contacting ORCA Customer Services for assistance.

To replace a damaged or defective ORCA Card, the card must be inspected at an ORCA customer service office to determine if it is valid for replacement. A \$3 fee will be charged for damaged card replacement.

9. Autoload

An Autoload may be authorized for an ORCA Card that is associated to a Customer Account. The account holder, who must be at least thirteen (13) years old, may authorize automatic reloading of ORCA Products and automatic payment by recurring credit card transactions. Autoload may be authorized for ORCA passes or E-purse. A Customer may also authorize Autoload for a combination of E-purse and a monthly pass. Autoload of day pass products is not available. The list of passes that can be loaded via Autoload is available at myORCA.com and the ORCA App. Business Accounts may set up Autoload for their linked cards.

In authorizing an Autoload, the account holder agrees to:

- a. Ensure that all information provided to ORCA is true, accurate, and complete.
- b. Authorize the ORCA Agencies and their respective service providers to verify the information contained in the Autoload authorization.
- c. Promptly update any changes to the account holder's name, address, phone number(s), funding source provided in setting up Autoload. **IMPORTANT CAUTION:** If the specified funding source or secondary funding source expire or are otherwise canceled and the payment fails, the Autoload will not be processed until funding sources are updated.
- d. Provide a valid primary funding source and authorize a recurring transaction against said credit card account for the purchase of the ORCA Products at the prices in effect at the time of each transaction.

If the Autoload of a monthly pass product is authorized:

- a. A new monthly pass will be loaded automatically onto the ORCA Card when the prior month's pass expires.
- b. The amount charged to the specified credit card will be based on the price in effect at the time the Autoload occurs, until and unless the Autoload authorization is terminated or paused. The price of the monthly pass product is subject to change by the Agencies.
- c. If the Autoload authorization specifies a monthly regional pass product, the face value of a customer's pass product may become inadequate over time because of fare changes or loss of eligibility under a reduced fare program. The account holder must update the Autoload if a regional pass product with a different face value is needed.

If Autoload of E-purse is authorized:

- a. The amount to be added must be at least \$5 but not more than \$400. The specified amount will be loaded automatically to the ORCA Card based on date or value threshold as specified by the account holder.

An Autoload authorization shall remain in full force and effect until it is turned off or paused by the account holder or by the Agencies as follows:

- a. The Customer may terminate or suspend their Autoload authorization at myORCA.com, or by calling ORCA Customer Service. The Autoload termination or suspension shall be effective immediately.
- b. If the specified funding source expires or is otherwise terminated, the secondary funding source (if provided by the Customer) will be used. If the secondary funding source is also rejected or otherwise fails, the Autoload will not be processed.

An Autoload may be set up on a Youth ORCA Card by a youth who is 13 years or older. If the youth is under 13, Autoload must be set up by an adult.

10. Business Accounts and Business Cards

An employer, school, social service organization or other entity may apply to enter into a Business Account agreement with a Lead Agency to purchase ORCA Cards and ORCA Products for distribution to its employees, students, clients, or other participants in its transportation program. Go to myORCA.com for more information.

Each order for Cards and/or products that a Business Account submits, and any other use of ORCA Program will be subject to the agreement and the prices in effect at the time of the order or use. A Business Account is responsible for reviewing the prices and fare information available from the Lead Agency before submitting each order; and shall be deemed to have agreed to pay the amount(s) displayed in the website order process by the act of submitting an order.

A Business Account may have the following types of privileges in connection with an ORCA Card.

- Full Access - Business has full control over the card. However, they cannot view card transaction history. Each card may have only one customer account linked with full access.
- Load Only - Business has limited access to the card information. They can load value and passes (including Autoload). They can only view passes they have loaded.
- Load Only with Ownership Flag – Ownership flag is set at the business level and applies to all cards linked to the business. Business has full control over the card. However, they cannot view card transaction history.

The Customer may individually purchase ORCA Products and load them on the ORCA Card in addition to whatever ORCA Products have been loaded by the Business Account. See restrictions below.

The Customer may also link their account to an ORCA Card that has been provided by a Business Account. A Customer may have the following types of privileges in connection with an ORCA Card.

- Full Access – Customer has full control over the card. They may view all transaction history. Each card may have only one customer account linked with full access.
- Load Only – Customer has limited access to the card information. They can load value and passes (including Autoload). They can only view passes they have loaded.

The Business Account is responsible for implementation and enforcement of Business Participant Rules of Use and shall require the cardholder, as a condition of receiving an ORCA Card, to acknowledge those rules. In addition, ORCA cardholders are required to comply with these Terms of Use.

The ORCA Website is the primary means by which the Business Account shall purchase and manage ORCA Cards and ORCA Products. The Business Account agrees that it will use the ORCA Website and that use of said website shall be subject to these Terms of Use and the ORCA Privacy Statement that are in effect and posted on the ORCA Website at the time of such access and use.

The Business Account understands and agrees that uninterrupted access to and use of the ORCA Website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or phone if the website is not available.

The Business Account understands and agrees that it is responsible for complying with any security standards specified by the Lead Agency which include but are not limited to controls on issuing, managing and rescinding access rights and passwords to the secured website pages for the Business Account.

11. Retailers

The sale of E-purse stored value or a new Adult ORCA Card at a Retailer is final, and no refunds will be made by the Retailer. The Retailer does not sell ORCA Cards that require proof of age or other eligibility. The Retailer, not the Agencies, is responsible for the collection, storage, transmittal, safekeeping and use of payments and information you may provide to the Retailer to add value to an ORCA Card or to buy a new Adult ORCA Card. The Retailer is not able to block and replace lost, stolen, damaged or defective ORCA Cards.

12. ORCA Website and ORCA App

The ORCA Website, ORCA App and any ORCA Customer Services that require PII are not intended for use by minors under age 13. We will not accept or request information from individuals we know to be under age 13 unless provided by a parent or guardian.

The ORCA Website and ORCA App may provide links to various other websites, including each individual Agency's website. The Agencies are not responsible for each other's websites or for other "non-ORCA" websites. Any terms or privacy policies that appear on an Agency's website pertain to information collected by that Agency other than in connection with the ORCA Program. Your use of other websites will be subject to their respective terms and conditions.

Information on the ORCA Website and ORCA App may change without notice.

If you create, or are issued, a password in connection with the ORCA Website or ORCA App, actions or communications utilizing it will be attributed to you, even if someone else is using it. You need to keep your password confidential and not share it with anyone you have not authorized to use it on your behalf.

The viewing, printing, or downloading of any content from the ORCA Website or ORCA App grants you only a limited, nonexclusive, revocable license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, transfer, sale, preparation of derivative works or other non-personal use. No part of any content, graphic or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. Except for the limited rights expressly granted herein, all right, title and interest in and to the ORCA website and all materials contained therein are retained by the Agencies. Your right to access the ORCA Website and ORCA App may be terminated at any time by the Agencies without notice.

13. SMS Text Message Notifications

If you opt-in for SMS text message notifications on the ORCA App, the ORCA Program will send you SMS messages that are related to your ORCA account. Messages may include Autoload confirmations and/or alerts and successful load transactions with account balance information.

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to the ORCA Program, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, and we will start sending SMS messages to you again.

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at 888-988-5722 TTY: 711.

Both ORCA and wireless providers are not liable for delayed or undelivered messages.

Message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. You will receive messages based on use. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

If you have any questions regarding privacy, please read our privacy policy: myORCA.com/privacystatement.

14. Prohibited Acts

Use of any element of the ORCA Program is conditioned upon the user complying with all local, state, and federal laws and regulations. Users shall not use the ORCA Program, including but not limited to the ORCA Website, ORCA App, ORCA Cards and ORCA Products, in an unlawful manner or for an unlawful purpose. Without limiting the foregoing, users shall not do, or attempt to do, any of the following without the Agencies' express written permission in a non-electronic record: (a) attempt to access any area of the ORCA Website or ORCA equipment that the user is not authorized to access; (b) tamper with the ORCA Website, the ORCA App or an ORCA Card or use any hardware or software intended to damage or interfere with the proper and timely functioning of the ORCA Website, the ORCA App or ORCA Card; (c) intercept or collect any ORCA data or personal information from the ORCA Website, the ORCA App, ORCA Card or ORCA equipment; (d) create a web page or site or computer application of any kind that deep links to or frames the ORCA Website, any page of said Website, or any graphics, trademark or other proprietary information of any kind located on said Website without the Agencies' express written permission; (e) use meta tags or any other type of hidden text utilizing ORCA Program or Agency names, trademarks or intellectual property rights on a website without the Agencies' express written permission; (f) alter, interfere with or deface information, graphics, trademarks or anything else on or obtained from the ORCA Website, the ORCA App, or ORCA Card; (g) reverse engineer any aspect of the ORCA Website, the ORCA App or ORCA Cards, or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to, or change of, any area, content, value or code; (h) send or otherwise affect the ORCA Website, the ORCA App, ORCA Card or any other service with software such as a virus, spyware or other code that could be illegal, harmful, deceptive or disruptive to the site, ORCA Cards, Customers, employers or others to whom ORCA Business Cards are issued, or to any Agency; or take any other action which might impose a significant burden (as determined by ORCA) on the ORCA Website, ORCA App or Card; (i) "frame" the ORCA Website or otherwise make it look like ORCA or an ORCA Agency has a relationship to a person or entity that it does not actually have, or has endorsed someone or something for any purpose; or (j) take any action which imposes an unreasonable or disproportionately large load on an ORCA Website or ORCA Program network or other infrastructure.

Your messages and provision of information to the ORCA Website, to the ORCA App, or to one or more of the Agencies about the ORCA Program must be accurate, proper, and related to the purposes of the ORCA Program. The following actions are prohibited: (a) making a misrepresentation such as misrepresenting one's identity, financial information or eligibility for a program, benefit, fare, or other service; and (b) posting or sending any defamatory, infringing, obscene, false, or unlawful material.

We hope you will provide feedback to us to improve the ORCA Program. However, you are prohibited from providing feedback that infringes or violates the rights of others. By providing feedback, you grant a License to ORCA in your feedback and agree that no one has an obligation to pay for feedback or for the license to ORCA.

15. Administrative Fees

The following non-refundable fees will be charged.

- a. Adult ORCA Card Issuance: \$3. Adult Card Replacement: \$3 unless Card is acquired during a promotional period.
- b. Youth ORCA Card Issuance: no charge for first card. Youth Card Replacement: \$3.
- c. LIFT ORCA Card Issuance: no charge for first card. LIFT Card Replacement: \$3.
- d. Regional Reduced Fare Permit (RRFP) ORCA Card Issuance: no charge for first card. RRFP Card Replacement: \$3.
- e. Refund Administrative Fee: \$10 per ORCA Card.
- f. Non-Sufficient Funds (NSF) and other Fees. If a payment to the Agencies is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Agencies may assess any late payment, NSF and collection fees to the maximum amount permitted by law.

16. Force Majeure

The Agencies and each of them shall 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 or unavailability; viruses or other harmful code; criminal acts; acts of nature; fire or water damage; acts of war, terrorism or the like; civil or public disturbances; acts of civil or military authorities; labor disputes and actions; accidents; and shutdowns for purpose of emergency repairs.

17. Reservation of Agency Rights

The Agencies and each of them reserve the right to suspend or deny an individual or Business Account from using any element of the ORCA Program, lock or block an ORCA Card or ORCA Product, and recover all costs, expenses, losses and damages incurred if: (a) the individual or Business Account fails to comply with these Terms of Use or any other applicable terms, policies, rules, laws and regulations; (b) a payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed; or (c) it is suspected that an ORCA Card has been altered, duplicated, counterfeited, stolen or used by an ineligible Customer. The agencies reserve the right to block and claim the E-purse value from any cards owned by the Customer to recover money from a non-sufficient fund transaction. The Agencies will provide written notification outlining the dispute process and deadline for filing a disputed claim.

When an ORCA Card is locked in accordance with above, the refund of any remaining value on the ORCA Card shall be at the absolute discretion of the Agencies, subject to such conditions as deemed fit including surrender of the ORCA Card and deduction of any amount due or payable by the Customer to the Agencies.

The authorized Agency staff shall have the right to inspect any ORCA Card and the ORCA Card data therein at any time.

18. NO WARRANTIES

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Email: info@myORCA.com
Phone: 888-988-6722 / TTY: 711 during regular business hours
Mail: ORCA Director
401 S Jackson St
Seattle WA 98104

When we receive formal written questions or complaints at this address, it is our policy to contact the complainant regarding his or her concerns.

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Email: info@myORCA.com

Phone: 888-988-6722 / TTY: 711 during regular business hours

Mail: ORCA Director

401 S Jackson St

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