

## Valley Ride End User Terms

### LANTA Valley Ride - Account Based Ticketing (“ABT”) Terms and Conditions

#### Definitions and descriptions

Thank you for using Valley Ride. Valley Ride Portal is brought to you by LANTA, with ABT sales provided by Masabi LLC . These terms and conditions will govern the purchase and use Valley Ride tokens and used on any LANTaBus and or LANTaFlex vehicles. LANTA and Masabi may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. This will not affect any existing terms accepted by you when making your purchase via Valley Ride. When accessing Valley Ride, you are also agreeing to be bound by these terms.

#### Valley Ride Portal

LANTA grants you the right to access the Valley Ride Portal to purchase Stored Value and access information under these terms and conditions.

Once you have accessed Valley Ride Portal you will be able to purchase Stored Value to travel with LANTA.

Once you have created an account, you can choose to create a mobile token or link a physical Smart Card. A ‘token’ refers to a type of fare media that identifies your account and is valid for use on LANTaBus and LANTaFlex services.

You may use the Valley Ride Portal under these terms and conditions solely to purchase Stored Value use tokens and access transport information for your own personal use and not for any other purpose. The Valley Ride Portal is owned by Lehigh and Northampton Transportation Authority and may only be used for your own personal use.

The Valley Ride Portal is provided to you free of charge. LANTA can suspend access to purchasing Stored Value through the Valley Ride Portal and can do so for any reason.

You must ensure that your mobile device and/or computer has the required version of the relevant operating system to access the Valley Ride Portal. You are responsible for all data charges incurred when using Valley Ride Portal with your internet and/or mobile phone provider.

#### ABT Payments

LANTA shall use any of the following mechanisms to receive payment for travel: 1. Stored Value; or 2. Contactless Payment, where a bank card or token holds sufficient value to be valid for use on a LANTA vehicle. (Subject to availability)

Stored Value can be loaded to your Stored Value Account using an iOS or Android device in any of the following ways\*:

- (1) payment by a valid debit or credit card via Valley Ride Portal;
- (2) cash payment via a [VanillaDirect](#) retail outlet;
- (3) debit or credit card at select LANTA Transportation Center locations; and
- (4) LANTA payment kiosk (note that there is a minimum transaction amount of \$1.00).

Stored Value will be displayed in the ‘Account Balance’ section of the Valley Ride Portal. LANTA is not responsible for your device functionality, or display condition, including lack of power to display the proper information for proper payment of fares.

Physical Smart Cards can also be used to travel with Stored Value and are available at LANTA Transportation Centers (Subject to change) LANTA is not responsible for the availability of outlet locations including hours and locations, or the availability of Smart Cards at outlet locations. Outlet locations are not staffed with LANTA employees and have no direct affiliation with LANTA, therefore

LANTA is not responsible for any actions of outlet location employees or events that may occur while at outlet locations.

A fee of \$3.00 shall be applied to any transaction where a Smart Card is issued. Any total value loaded to Stored Value will be less any negative balance held before the transaction, plus any card fees (where applicable).

Cards will be sold for \$5.00 (\$3.00- card fee, 2.00 – 3-hour pass)

Contactless Payments can be used for payment if your financial institution's bank card, prepaid bank card, or mobile phone is enabled to conduct Contactless Payments. Contactless Payments are pay-as-you-go, and regular published fare rates apply to these transactions (subject to change). LANTA is not responsible for any additional fees associated with the use of Contactless Payments. LANTA makes no guarantee that any financial institution bank cards, prepaid bank cards, or mobile phone payments will be accepted.

For Stored Value purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at the time of purchase. Please note that your debit/credit card details will be stored on our systems.

### **Token Validation**

The security of your token, bank card, mobile phone, physical Smart Card, and Accounts, are your responsibility. The LANTA assumes no responsibility for any damaged, lost or stolen bank cards, mobile devices or Smart Cards. LANTA will not provide a duplicate or replacement bank card.

Please ensure you have sufficient battery charge to show to the driver and/or validate your token via an onboard validation device, as LANTA does not accept any liability for any loss you may incur if you do not have sufficient battery life on your mobile device.

The appropriate balance must be loaded prior to boarding a transit vehicle. Please allow time for the app, if applicable, to load whilst waiting for the LANtaBus or LANtaFlex trip. If you are unable to display a token on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your token to an Inspector or any member of staff employed by the LANTA, LANTA security or law enforcement.

LANTA reserves the right to refuse travel on invalid tokens or if used on a stolen phone. Tokens are not transferable and may only be used by you and may not be shared, and tokens do not give you priority over other passengers.

If using a mobile token, it must be displayed clearly on the mobile phone screen to the validator every time you board a LANtaBus or LANtaFlex, or when requested by a fare inspector, police officer, or bus operator to view a token. The token must be retained during your entire trip on an LANTA vehicle. Failure to show a valid token is considered fare evasion and is subject to enforcement actions. If you are unable to show a valid token, you may be subject to a fine or other enforcement action.

If a Smart Card has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete your Valley Ride Portal account, you will also delete your tokens. If you reinstall Valley Ride Portal on the same device it was deleted, you will be able to display your token. You cannot print or transfer tokens.

Your LANTA token will be issued to you via the LANTA's partner, Masabi. Loading of Stored Value via Valley Ride Portal or utilization of a Smart Card creates a contract between you and LANTA for the provision of the transport services that a token allows you to use. It is LANTA that provides these services to you under a token 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 LANTA vehicle, the LANTA network, your use of any services provided under a token or for your use of Valley Ride Portal).

LANTA is not responsible for any refunds or credits as a result of card clashing. Card clashing happens when you accidentally touch more than one bank card and/or Smart Card on the payment reader at the same time. You must keep your Contactless Payments and Smart Cards away from each other when utilizing the payment reader to ensure the correct fare is paid. The "correct fare" is defined as paying no more than the published LANTA fare for your journey at the time of transaction(s). To benefit from fare capping, you must also use the same token (Mobile, Smart Card or Contactless Payment), when paying the fare at the payment reader. LANTA is not responsible for any refunds or credits because of you using multiple tokens.

Each rider who loads Stored Value via Valley Ride Portal or utilizes a Smart Card creates a contract with LANTA for transport services. LANTA hereby indemnifies Masabi for any liability to you in relation to these services or their availability or performance (including any use or access to any LANTA operated vehicle, the LANTA network, any use of any services provided of a Mobile Account Contactless Payment or any use of Valley Ride Portal).

For any Stored Value purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/credit card details will be stored on our systems.

### **PRICES AND RECEIPTS**

A minimum single transaction amount of \$1.00 must be loaded to your Stored Value Account, with a maximum single transaction amount of \$100.00(subject to change). The 'ABT Payments' section above describes the ways in which value can be loaded to the account.

You shall keep a balance equivalent to that of LANTA's required standard fare payment to board the vehicle. **Where you hold a negative Stored Value Account balance, you shall be denied boarding on the vehicle for having insufficient funds available**, unless the account is fare capped, in which a positive balance is required following the completion of the fare-capped period. You shall pay all costs, including attorney's fees, incurred by LANTA to collect any monies due to LANTA.

For more information on fares please visit the LANTA fare information web page located at [lantabus.com/fares/](http://lantabus.com/fares/)

### **DISCOUNT FARES**

[Seniors 65+; individuals with disabilities; and students in elementary, middle, and high school, ages 6-19, are eligible for discount fares. Only eligible individuals may use a discounted mobile ticket or make a discount fare payment through a Mobile Account or Smartcard Account. Contactless Payments cannot be utilized when attempting to pay a Discount Fare (subject to change). You must verify with LANTA your eligibility to unlock discounts for Senior and disability fare. LANTA is not responsible for refunding or crediting Contactless Payment or Stored Value Account balances due to your failure to properly identify your account. Unauthorized use of discounted fare programs is a form of fare evasion and will be enforced. For more information on discount fares please visit the LANTA fare information web page [lantabus.com/applications/](http://lantabus.com/applications/)

### **REGISTRATION OF ACCOUNT-BASED TICKETING AND ACCOUNTS**

You may register multiple tokens including, but not limited to, mobile barcodes through Valley Ride Portal and Smart Cards. Riders choosing a Smart Card Account are not required to register and can remain anonymous, however, you will lose the ability for LANTA to temporarily close the account in the event of a lost or stolen Smartcard or have the availability to potentially other promotional offers and account benefits made through information gained during the registration process. If you opt to utilize a Mobile Account, you must first register for an Account on Valley Ride Portal.

Where you register a Mobile Account with full access to your transaction history and other information, in addition to an email address, you may be required to provide certain other information. The following conditions will apply all of your Registration Data:

- you agree that the Registration Data provided by you is accurate, complete, and will be kept up-to-date. Failure to do so will constitute a breach of these Terms and may result in termination of your account and access to Valley Ride Portal without notice.
- you are responsible for maintaining the security and confidentiality of your account user identification and password. You are solely responsible for all activities that occur through the use of your User ID, password, and mobile device.
- you shall not access or attempt to access or use, Valley Ride Portal using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify LANTA of any unauthorized use of your User ID or password.
- you may be asked via an email message from LANTA or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by LANTA without notice. Once your account has been deleted, your account information may be retained or removed by LANTA in accordance with the Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), a United States federal law.

If you opt to utilize a Smart Card, registration is available through [\[insert webpage\]](#). When you choose to register for an Account with full access to your transaction history and other information, in addition to an email address, you may be required to provide certain other information as well.

- you agree that the Registration Data provided by you is accurate, complete and will be kept up-to-date. Failure to do so will constitute a breach of these Terms and may result in a termination of your account and access to Valley Ride Portal without notice.
- you are responsible for maintaining the security and confidentiality of your account user identification and password. You are solely responsible for all activities that occur through the use of your User ID, password, and mobile device.
- you shall not access or use, or attempt to access or use, Valley Ride Portal using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify LANTA of any unauthorized use of your User ID or password.
- you may be asked via an email message from LANTA or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by LANTA without notice. Once your account has been deleted, your account information may be retained or removed by LANTA in accordance with the Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), a United States federal law.

## **AVAILABILITY & UPDATES**

A token can be used on all LANtaBus and LANtaFlex service. Travel is based on fare applicability on LANTA services at the time of boarding the service. You may not start your trip on a LANTA vehicle until you have a valid token.

LANTA has the right, at its sole discretion, to suspend access to a Mobile Account or Smartcard Account available through Valley Ride Portal at any time and for any reason, with or without notice. Except when LANTA suspects fraudulent activity or believes that a rider is seeking to access or use Contactless Payments, the Mobile Account or Smartcard Account other than in accordance with these Terms, LANTA will use reasonable efforts to only suspend access when carrying out maintenance on the App, or Masabi's systems for supporting it.

## **CHANGES, REFUNDS AND REPLACEMENTS**

All refund requests will be reviewed on a case by case basis. In general, tokens cannot be replaced, changed, or refunded except under very special circumstances, including but not limited to Valley Ride service disruptions. The decision to replace, change, cancel or refund a token is made at LANTA's sole and absolute discretion. You can submit a request for a refund by calling LANTA support line 888 253 8333. Please note that where a refund is made it shall be for the token price only. Any other associated fees are non-refundable. Neither LANTA nor Masabi shall be obliged to replace, change, cancel, or replace a token when LANTA has reason to believe that the circumstances prompting the refund, change, cancellation, or replacement is the result of fraud.]

## **DATA CHARGES**

Valley Ride Portal is free, but data charges may be incurred to you by your cell phone or internet network provider. You are responsible for any such costs. LANTA will not take responsibility for any connectivity issues you may experience. You do not need to have a functional wireless internet data connection to board vehicles.

## **TERMINATION AND INACTIVE ACCOUNTS**

If you violate these Terms or any policies or guidelines posted on Valley Ride Portal, then LANTA shall have the right to immediately terminate your access or block Contactless Payments accounts to use Valley Ride Portal and all access to your Mobile Account or Smartcard Account. LANTA reserves all of its other rights at law and in equity.

An "Inactive Account" occurs when an account has been inactive for more than 1 year. If the LANTA closes an Inactive Account, the remaining funds in the Inactive Account shall become the property of the LANTA and the Account will be closed.

## **MATERIALS, OWNERSHIP AND RESTRICTIONS ON USE**

Valley Ride Portal is operated by LANTA and is either owned by LANTA or its third-party licensors (including without limitation Masabi) and 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 LANTA or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile in the course of your use of Valley Ride Portal), reproduce, republish, upload, post, transmit or distribute Valley Ride Portal or any of its content without the prior written permission of LANTA and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to Valley Ride Portal 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 Valley Ride Portal. Use of Valley Ride Portal is conditioned on acceptance of the terms and conditions of this agreement. By using Valley Ride Portal, you agree to such terms and conditions. Valley Ride Portal is supplied to you by LANTA and neither Masabi nor any of LANTA's other third party licensors shall have any liability to you arising out of or in connection with Valley Ride Portal.

Federal, state and local law applies to these terms and conditions and users agree that any dispute between LANTA and the users of Valley Ride Portal regarding Valley Ride Portal or arising out of or in connection with these terms and conditions is subject to the exclusive jurisdiction of the Lehigh County Courts.

## **LIABILITY DISCLAIMER**

In no event will LANTA be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to Valley Ride Portal, 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. 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 token or Valley Ride Portal, 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 LANTA nor Masabi shall 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 Valley Ride Portal or any token. Nothing in these terms and conditions shall 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.

## **LEGAL RESPONSIBILITY**

LANTA may amend or update these Terms from time to time. Whenever you make a transaction via Valley Ride Portal, you will be asked to confirm your acceptance of the most up-to-date version of these Terms. If you do not agree to any changes, you shall not be permitted to use Valley Ride Portal.

These Terms (as may be amended, updated, or supplemented from time to time) are intended by LANTA to set out the entire agreement between LANTA and riders concerning a riders' use of, and the provision by LANTA, of Valley Ride Portal. LANTA recommends that you read them carefully to protect your interests and to ensure that you understand your rights and obligations hereunder. The use of Mobile Accounts and Smartcard accounts, and any transactions made through the mechanisms described in the 'MABT Payments' section, are governed by the laws in force in Pennsylvania and the United States. You agree and submit to the exclusive personal jurisdiction and venue of the courts located in Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

If you lose your mobile phone with a valid token saved on it, please call our customer support number at 888 253 8333 where you can request that any tokens associated with your account be blocked. Any tokens remaining on your account can be transferred to your new mobile phone.

LANTA may cease to operate the service at any time, in which case the values of any balance associated with unused tokens at that time will be refunded.

## **PRIVACY AND DATA COLLECTION**

When utilizing Valley Ride Portal or a registered Smart Card, you acknowledge and agree that both LANTA and Masabi will collect and store certain personal information about you and your travel including, but not limited to:

- Name
- Zip Code
- Payment history (including your debit and/or credit card details)
- Travel history (up to six months)

The collection, use, and security of information obtained from customers using Valley Ride Portal are subject to LANTA's Privacy Policy, as amended. This policy is consistent The Privacy Policy is posted on the LANTA website at [Lantabus.com/privacypolicy](http://Lantabus.com/privacypolicy).

## **SUPPORT**

If you have any questions or problems with Valley Ride Portal, please review the FAQs at] for answers to the most common questions LANTA receives from its users. If that does not answer your questions, please contact LANTA Customer Care at [customerservice@lantabus-pa.gov](mailto:customerservice@lantabus-pa.gov)