

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 Business Choice Terms of Use explains the ORCA Program-specific terms and conditions when a business 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 Info Website, 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 Service) 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Website, forms, Business Account agreements and other written materials, all of which may be established, modified, or withdrawn from time to time.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other terms and conditions that apply to its public transportation services and which may be established, modified or withdrawn from time to time.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** is any individual in possession of or using an ORCA Card for fare payment on transit.

**Cardholder Record** is data maintained by the ORCA Agencies containing personally identifying information pertaining to the user of a particular ORCA Card and 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, or by a customer service agent on behalf of a customer, 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. A valid email address is required and will become the account username.

**Digital Wallet** is a software application owned and offered by a third-party provider that stores a Customer's ORCA Card as a fare payment credential.

**Digital Wallet Provider** is a third-party entity that provides digital wallet products and services that enable Cardholders to store their ORCA Card in a Digital Wallet.

**Full Access** is primary association of an ORCA card to a customer account. A Full Access individual Customer has full control over the card and may view all transaction history. A Full Access Business Customer has all the same abilities but cannot view trip history. Full Access is given to the first Customer Account to provide the full card serial number, security code, and balance protection code if present. 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 to pay a reduced fare based on income while using Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, and Sound Transit services. An ORCA LIFT Card may only be used by the eligible individual and is not transferable to others. ORCA LIFT cards will turn into an adult ORCA card when they expire.

**Load Only Access** is secondary association of an ORCA card to a customer account. A Load Only Customer may only load value or products onto the ORCA Card. A Load Only customer has limited access to the card information and cannot view transaction history. They can load value and passes (including Autoload) and only view passes they have loaded. A card can be linked to multiple customer accounts as Load Only with just the card serial number.

**ORCA App** is the myORCA mobile application used by individuals for ORCA Customer Account and card management. Business Account administrators cannot use the application to manage their cards.

**ORCA Card** is the card, physical or digital, 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 Card Conversion** means a physical ORCA Card is permanently Converted to a digital ORCA Card.

**ORCA Card Replacement** means an original ORCA Card has been replaced with a new one, so the original ORCA Card is no longer usable.

**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. One or more products must be loaded to an ORCA Card before it can be used for fare payment on transit.

**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 Info Website** is a public website where users can find more information about ORCA features and programs.

**ORCA Website** is the following public website: [www.myORCA.com](http://www.myORCA.com)

**Personally Identifiable Information (PII)** as defined under RCW 42.56.590 and includes 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. **Additionally, as defined under RCW 42.56.330** includes acquisition or use information pertaining to a specific, individual transit pass or fare payment media.

**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 existing ORCA Cards.

**Regional Reduced Fare Permit (RRFP)** is a type of ORCA Card issued to an individual who is eligible to pay a reduced fare by one of the Agencies based on the individual's disability or age (65+ years). RRFP ORCA Cards can also be used on non-ORCA participating transit agencies in the Puget Sound region as proof of eligibility to pay a reduced fare in cash, but only the ORCA Agencies will accept payment with ORCA Products loaded to the RRFP ORCA Card. Individuals are required to provide proof of eligibility to receive an RRFP ORCA card, which may include a valid Medicare card, photo ID, and/or an application signed by a doctor. An RRFP ORCA Card has the cardholder's name and sometimes their picture printed on the front. RRFP ORCA Cards are not transferable. Temporary RRFP cards will turn into adult ORCA cards upon expiration.

**Youth** is a type of ORCA Card issued to an individual who is eligible to pay a reduced fare based on the individual's age (6-18 years). Youth ORCA Cards may be issued to schools or other organizations. Youth ORCA Cards are not transferable. Youth ORCA cards will turn into adult ORCA cards when the cardholder turns 19 years old.

## **Business Account Terms of Use**

### **2. 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](http://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.

1. 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.
2. 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.
3. Load Only with Ownership Flag – Ownership flag is set at the business level by the Lead Agency and applies to all cards linked to the business. Business has full control over the card. However, they cannot view card transaction history.

The Cardholder 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 Cardholder 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.

1. Full Access – Cardholder has full control over the card, including the ability to lock and unlock. They may view all transaction history. Each card may have only one Customer Account linked with Full Access.
2. Load Only – Cardholder has limited access to the card information. They can load value and passes (including Autoload). They can only view passes they have loaded.

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.

### **3. Business Accounts and Digital Cards**

#### **A. Business Account Responsibilities:**

- a. Review the materials provided by ORCA, such as frequently asked questions and user guides on an information website, and work with the Lead Agency to enable Conversion.
- b. Monitor and manage the changes to ORCA card numbers when an ORCA Card is Converted or Replaced.

#### **B. Cardholder responsibilities: All cardholder responsibilities are agreed to through the Cardholder Terms of Use and Privacy Statement.**

#### **C. Terms and conditions:**

- a. When an ORCA Card is Converted from a physical card to a digital card:
  - i. The permanent possession of the ORCA Card transfers from the Business Account to the Cardholder. The physical card cannot be retrieved and reused by the Business Account; however, the Business Account retains ownership of the products and funds on the Card loaded by the Business Account.
  - ii. The ORCA Card number assigned to the physical card will be changed to a new number generated by the Digital Wallet Provider.
  - iii. There is no cost or fee to Convert a physical card to a digital card.
- b. Digital ORCA cards cannot be Replaced by another digital or physical card; however, in the event a cardholder loses access to their digital card, the Business Account may issue a new physical card to the cardholder and work with their Lead Agency to transfer any value.
  - i. It is not currently possible to issue a digital ORCA Card directly to a Business Cardholder. Until this capability is available, cardholders can request a new physical card in place of their lost digital card.
  - ii. Regular card fees for the purchase of a new ORCA Card apply.
- c. Unlike physical ORCA Cards, it is not technically feasible for digital ORCA Cards to show specific business logos.

### **Cardholder Terms of Use**

#### **4. 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.

#### **5. 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, except in the event stored E-purse value is used to pay for a pass loaded to the same ORCA Card. Sales of ORCA Products are final and nonrefundable, except for the limited refund of E-purse value available in accordance with sections 6 and 9.

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.

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.
  - d. A negative balance may occur if an ORCA Card is used 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 Cardholder 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 Cardholder to carry and present proof of payment while on board if requested by a transit official. Go to [myORCA.com](http://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.)

## **6. 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). If E-purse is used to pay for any part of a trip fare, the amount of E-purse value remaining on your ORCA Card after the transaction will be displayed on the card reader while equipment is online.

A customer with full access to the 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 less the administrative fee (as specified in Section 18).

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 transactions may be deducted from any escheated value on any cards owned by the Customer.

## **7. Card Registration and Linking**

To ensure value on an ORCA Card is protected and manageable, the Agencies recommend Cardholders link their ORCA Card to an online Customer Account using their email address or contact ORCA Customer Service to register their information as a Cardholder Record without the need for a Customer Account. Linking and/or registering an ORCA Card allows the Customer varying levels of access to the card information and requires providing personally identifiable information. You may participate in the ORCA Program without providing any personal information by using an anonymous adult ORCA Card (see ORCA Privacy Statement for more details).

Some card types are automatically registered with the Cardholder's personal information when issued and cannot be unregistered because they offer a reduced fare to the eligible Cardholder. 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 Cardholder who does not agree to these terms may choose to forego their reduced fare and use an unregistered adult ORCA Card instead and be charged the adult rate for Agency services.

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 and/or registering 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.

## **8. Lost, Stolen, or Damaged Cards**

The Cardholder 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 10.

## **9. Refunds**

Refunds will be provided only to the Customer who loaded the value unless that owner cannot be identified. If that is the case, the Full Access Customer account holder may request the refund.

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 18). The ORCA Agencies must establish ownership of the original payment method before processing a refund. The ORCA Agencies reserve 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. Any surrendered card(s) may be retained by the ORCA Agency. Fraudulent activity will be reported to the proper authority.

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 6 for notification to customers with unclaimed E-purse funds eligible for refund.

## **10. Lock, Unlock and Replace Certain Cards**

A physical ORCA Card that is associated to a Cardholder Record and/or a Customer Account that is not linked to a Business Account with ownership and is reported as lost, stolen, or damaged may be locked and replaced. Digital ORCA Cards cannot be Replaced, see Section 15 for more details. 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 Customer 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 Service. 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 Customer may unlock the ORCA Card using the ORCA Website, ORCA App, or by contacting ORCA Customer Service.

If a Replacement card is needed, Customers may order one to be mailed to them from the ORCA Website, ORCA App, or by contacting ORCA Customer Service. Fees may apply (see Section 16). Customers may also choose to replace their locked card with another card of the same type in their possession if it is linked to their Customer Account. Replacing a card is a permanent action that moves all value and Autoloads to the Replacement card. Replaced cards cannot be unlocked.

A lost or stolen card that is not linked to any Customer Account as Full Access may be locked and/or replaced by the Cardholder if the card has an associated Cardholder Record and the Cardholder can verify their identity with ORCA Customer Service.

To replace a defective ORCA Card, the card must be inspected at an ORCA customer service office to determine if it is valid for a free Replacement. Damaged cards will be replaced for a fee as specified in Section 16.

## 11. 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 E-purse or ORCA passes, as long as the pass is loaded to the card beforehand. Only the Customer who loaded the pass product can authorize an Autoload for that pass. 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. Promptly update any changes to the account holder's name, billing details, and funding source information provided in setting up Autoload. **IMPORTANT CAUTION:** If the specified funding source or backup funding source expire or are otherwise canceled and the payment fails, the Autoload will not be processed as scheduled until funding sources are updated and the autoload is resumed.
- c. Provide a valid primary funding source and authorize a recurring transaction against said credit card account for the purchase of the ORCA Product(s) 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 the day before the start of the new calendar month. The autoload will be skipped if the product for that month is already on the ORCA card.
- 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 is turned off or paused. The price of Agency-specific monthly pass products are subject to change by the Agencies.
- c. If the Autoload is for 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 Customer is responsible for updating their Autoload if a regional pass product with a different face value is needed. The Autoload owner should remove their existing Autoload, add the regional pass product at the updated face value, then turn on the Autoload for that new product.

If Autoload of E-purse is authorized:

- a. The amount to be added must be at least \$5 but not more than \$400.
- b. The specified amount will be loaded automatically to the ORCA Card based on date or value threshold as specified by the Customer. Note: Only the account with Full Access can authorize an Autoload based on the amount left in the E-purse (a "threshold" or "By Amount" Autoload).
- c. The Autoload will be skipped if the amount added would put the E-purse balance over the \$400 maximum.

An Autoload shall remain in effect until it is turned off or paused by the Autoload owner or by the Agencies as follows:

- a. The Customer may terminate or suspend their Autoload at myORCA.com, from the ORCA App, or by contacting ORCA Customer Service. The Autoload termination or suspension shall be effective immediately, unless specified for a defined period by the Autoload owner.
- b. If the specified funding source expires or is otherwise invalid for payment, the backup funding source (if provided by the Customer) will be used if available. If the backup funding source is also rejected or otherwise fails, the ORCA card will not be loaded and the Autoload be paused until further action is taken.
- c. If an ORCA card containing an Autoload is locked and/or replaced, the Autoload is paused automatically and must be resumed manually by the Autoload owner or ORCA customer service if the Customer would like to continue using it.

## 12. ORCA Cards Provided by Business Accounts

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.

Individuals who are provided cards by a Business may choose to load ORCA Products to the ORCA Card in addition to whatever ORCA Products have been loaded by the Business Account. See restrictions below.

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

- Full Access – Customer has full control over the card. They may view the balance and all transaction history. Each card may have only one customer account linked with full access so this option is only available if the business is linked as Load Only.
- 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.

Cardholders needing Replacement of or assistance with their Business-provided ORCA Card must contact their provider.

### **13. 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.

### **14. 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. It is recommended that you 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 rights, 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.

### **15. ORCA Card in Digital Wallets**

When you use an ORCA Card in a Digital Wallet, you agree to the Digital Wallet Provider's terms and policies. Products available for purchase, Autoload capabilities, and other information displayed in the Digital Wallet are subject to the Digital Wallet Provider's terms and conditions and may differ from the terms and conditions applicable to the ORCA Website and the ORCA App.

Digital ORCA Cards are available through the Digital Wallet and linked to the account information used to access the Digital Wallet. Digital ORCA Cards can be accessed on a new device using the credentials that are linked to the account information originally used to access the Digital Wallet. Digital ORCA Cards may only be accessed, managed, and used for fare payment from one device at any given time, even if the Cardholder is logged into their Digital Wallet account on multiple devices.

Digital ORCA Cards cannot be replaced, but they can be recovered on a new mobile device by accessing the Digital Wallet using the same credentials. If a Cardholder loses access to their Digital Wallet credentials, value on the



associated Digital ORCA Card may be transferred to a new card from the ORCA Website or ORCA App if both cards are linked to the same Customer Account (see section 5). In the event the Digital ORCA Card was not linked to a Customer Account, the Cardholder must know the Digital ORCA Card number and be able to prove ownership of the card with ORCA Customer Service. The ORCA Agencies reserve the right to decline transferring funds if ownership of the lost Digital ORCA Card cannot be determined.

When you Convert a physical ORCA Card to a digital card in a Digital Wallet, the following applies:

- a. There is no fee to Convert a physical ORCA Card to a digital ORCA Card.
- b. The physical ORCA Card number is replaced with a number generated by the Digital Wallet Provider, and the physical ORCA Card will no longer work as a fare payment credential.
- c. Upon conversion, the permanent possession of the ORCA Card transfers from the Business Account to the Cardholder; however, the Business Account retains ownership of the products, funds, and full control over the Digital ORCA Card until it is unlinked or closed by the Business Account.
- d. The conversion is irreversible.

If any Business Account opts in to allowing Cardholders to add an ORCA Card that has been provided by the Business Account to a Digital Wallet, this Section 13 applies.

#### **16. 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 alerts, transaction and balance information, and other account updates.

You can cancel the SMS service at any time. Just text "STOP" to short code 6722. 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 888-988-6722 TTY: 711 during regular business hours.

Neither ORCA nor wireless providers are 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/privacy](https://myORCA.com/privacy).

#### **17. 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, or to engage in illicit activity that may or may not cause harm to others, financially or otherwise, deemed illegal by state or federal law. 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.

### **18. 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 or Replacements.
- 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 refund.

### **19. 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.

### **20. 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 negated or reversed; or (c) it is suspected that an ORCA Card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder. 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 negated or reversed transaction. The Agencies will provide written notification outlining the dispute process and deadline for filing a disputed claim if requested.

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 closing 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.

### **21. NO WARRANTIES**

THE AGENCIES AND EACH OF THEM MAKE NO REPRESENTATIONS, PROMISES, GUARANTEES, WARRANTIES OR ASSURANCES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE ORCA PROGRAM, INCLUDING BUT NOT LIMITED TO THE ORCA CARDS, THE ORCA PRODUCTS, THE ORCA WEBSITES, REPORTS AND OTHER INFORMATION OR OTHER THING OR SERVICE PROVIDED UNDER THE ORCA PROGRAM. ALL ORCA PROGRAM PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. ANY USE OF ORCA PROGRAM PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ORCA WEBSITE OR ORCA APP, IS DONE AT THE USER’S SOLE DISCRETION AND RISK.

TO THE EXTENT PERMITTED BY LAW, EACH AGENCY DISCLAIMS ALL WARRANTIES AND DUTIES OF EVERY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT AND ANY WARRANTIES OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. BY WAY OF EXAMPLE AND NOT LIMITATION, EACH AGENCY DISCLAIMS ANY WARRANTY AND DOES NOT REPRESENT OR WARRANT THAT THE ELEMENTS OF THE ORCA PROGRAM (INCLUDING BUT NOT LIMITED TO THE ORCA WEBSITES, ORCA CARDS AND ORCA PRODUCTS) WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

## **22. LIMITATIONS ON LIABILITY; EXCLUSIVE REMEDY**

THE AGENCIES AND EACH OF THEM SHALL NOT BE LIABLE FOR ANY DAMAGES THAT ARE SPECIAL, CONSEQUENTIAL, GENERAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OR THAT ARE FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF ANTICIPATED SAVINGS, WASTED MANAGEMENT TIME OR LABOR, OR FAILURE TO MEET ANY DUTY (INCLUDING WITHOUT LIMITATION ANY DUTY OF LACK OF NEGLIGENCE OR WORKMANLIKE EFFORT), WHEN SUCH DAMAGES ARISE OUT OF OR ARE RELATED TO THE ORCA PROGRAM, EVEN IF ANYONE IN ANY OF THE AGENCIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF A TORT (INCLUDING NEGLIGENCE, STRICT OR PRODUCT LIABILITY) OR VIOLATION OF CONTRACT OR POLICY.

IF THE AGENCIES OR ANY OF THEM BREACH ANY DUTY OR AGREEMENT RELATING TO THE ORCA PROGRAM, THE EXCLUSIVE, AGGREGATE REMEDY WILL BE, AT THE OPTION OF THE ORCA AGENCY(IES): (A) CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA PROGRAM PRODUCTS OR SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID FOR THE ORCA PRODUCT OR SERVICE CAUSING THE DAMAGE, WHICH AMOUNT WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED.

THE LIMITATIONS ON LIABILITY AND REMEDIES IN THESE TERMS SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

## **23. Applicable Law and Exclusive Jurisdiction**

The laws of the State of Washington will govern all aspects of the ORCA Program, including but not limited to these Terms of Use, the Privacy Statement, and all performances and claims of every nature (including without limitation, contract, tort, and strict liability) relating in any way to the ORCA Program, without giving effect to any principles of conflicts of laws. Any disputes regarding the foregoing shall be heard exclusively in the appropriate forum in Washington State. By using the ORCA Program, including but not limited to the ORCA Website, ORCA App, ORCA Cards and ORCA Products, you consent to jurisdiction in a state or federal court sitting in Washington and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Washington State or federal law.

## **24. Copyright and Trademarks**

All content on ORCA Website, ORCA App and ORCA Cards and all data created under the ORCA Program, including but not limited to text, formatting, selection and arrangement of materials, the "look and feel" of the Websites, print or online images, graphics, video, logos, button icons, music, sounds, articles, copy, creative, trademarks and databases, is the property of the ORCA Agencies or their licensors, suppliers or service providers and is protected by copyright and trademark laws. No reproduction, modification, distribution, transmission, commercial use, reverse engineering, decompiling, disassembling, modification, re-posting to other websites, deep linking, republication, framing, display or use of any content on the ORCA Websites and ORCA Cards and all data created under the ORCA Program may be made without prior permission of the ORCA Agencies, except that you may print or make an electronic copy of the following: these Terms of Use and other disclosures or conditions on the site for your records and to the extent required by law, we hereby instruct you to do so. Additionally, you may print or download a copy of the printed public information such as fares, service locations and so on for your personal or employment purposes but not for other commercial purposes. It is our policy to terminate, in appropriate circumstances, user access for infringement.

The ORCA name, logo, and slogans, as well as logos of the individual ORCA Agencies, are registered trademarks. Any copying or use not approved in writing in a non-electronic record by the Agencies is strictly prohibited and all rights are reserved.

Nothing shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any ORCA trademark, intellectual property right or copyrighted material without the Agencies' prior written permission. Any unauthorized commercial use of these materials will violate the Agencies' intellectual property rights and will be subject to the Agencies' full legal rights and remedies.

## **25. Comments on Terms of Use**

Please direct any questions or comments regarding these Terms of Use to the ORCA Director as follows:

Email: [info@myORCA.com](mailto: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.

## **26. Changes to ORCA Terms of Use and ORCA Program**

The ORCA Agencies retain the right to terminate or modify any of the ORCA Terms of Use and any other aspect of the ORCA Program at any time, at their own discretion and without notice to Customers, Business Accounts or any other person or entity. Revised versions will be posted on [myORCA.com](http://myORCA.com) and will be available from any ORCA customer service office. Individuals and entities are encouraged to review from time to time these Terms of Use, the ORCA Website and other Agency communications to be aware of any revisions. If the revisions are significant, a notice will be posted on the [myORCA.com](http://myORCA.com) homepage. The date of the most recent revision of these Terms of Use will be identified at the top of the page and we will keep prior versions in an archive for your review upon your request. Oral statements made by Agency employees or representatives will not constitute a change to these Terms of Use.

## **27. Notice to Users**

Any Agency may provide notice to you, including (without limitation) legal notices, notices of amendments and notice (as/if required) of breach of an information security system, by posting notice on [myORCA.com](http://myORCA.com), by emailing you or by any other means that is lawful.

In order to allow us to obtain feedback, you also agree that the Agencies may contact you using any of the contact information you provide on your application to participate in the program, including by phone.

## **28. Notice to Copyright Agent**

The ORCA Agencies respect the intellectual property rights of others and request that users do the same. Anyone who believes that their work has been reproduced in an ORCA Website or a Card in a way constituting copyright infringement may provide a notice to the designated Copyright Agent for the site (specified below) containing the following:

- a. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest.
- b. Identification of the copyrighted work claimed to have been infringed.
- c. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit ORCA to locate the material.
- d. The address, phone number, and, if available, an e-mail address at which the complaining party may be contacted.
- e. A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- f. A representation that the information in the notice is accurate, and under penalty of perjury that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- g. Copyright infringement claims and notices should be sent to the attention of the ORCA Director as follows:  
Email: [info@myORCA.com](mailto:info@myORCA.com)  
Phone: 888-988-6722 / TTY: 711 during regular business hours  
Mail: ORCA Director  
401 S Jackson St  
Seattle WA 98104

## **29. Notice of Availability of Filtering Software**

The ORCA Agencies do not believe that the ORCA Website or ORCA App contains materials that would typically be the subject of filtering software. Nevertheless, you are hereby informed by the provider of this interactive computer service that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at: <http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html> (Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies).

**30. NOTICE: NO HARVESTING OR DICTIONARY ATTACKS ALLOWED**

THE ORCA AGENCIES WILL NOT GIVE, SELL, OR OTHERWISE TRANSFER ADDRESSES MAINTAINED BY THEM TO ANY OTHER PARTY FOR THE PURPOSES OF INITIATING, OR ENABLING OTHERS TO INITIATE, ELECTRONIC MAIL MESSAGES EXCEPT AS AUTHORIZED BY APPROPRIATE ORCA AGENCY PERSONNEL OR POLICIES. EXCEPT FOR PARTIES AUTHORIZED TO HAVE SUCH ADDRESSES, PERSONS MAY VIOLATE FEDERAL LAW IF THEY: (1) INITIATE THE TRANSMISSION TO ORCA (OR AN ORCA AGENCY'S) COMPUTERS OR DEVICES OF A COMMERCIAL ELECTRONIC MAIL MESSAGE (AS DEFINED IN THE U.S. "CAN-SPAM ACT OF 2003") THAT DOES NOT MEET THE MESSAGE TRANSMISSION REQUIREMENTS OF THAT ACT; OR (2) ASSIST IN THE ORIGINATION OF SUCH MESSAGES THROUGH THE PROVISION OR SELECTION OF ADDRESSES TO WHICH THE MESSAGES WILL BE TRANSMITTED.

**Alternate formats of ORCA Terms of Use are available upon request.**

888-988-6722 / TTY: 711  
info@myORCA.com