

CLIPPER® MOBILE APPLICATION LICENSE AGREEMENT

The Clipper® Mobile Application (the or this “Application” or “App”) is provided to you by the Metropolitan Transportation Commission (“MTC”, “we”, “us” or “our”) as the Contracting Agency for the Clipper® program, on behalf of the transit operators participating in the Clipper® fare payment system, as a service to the public and Bay Area transit customers. Each of the participating transit operators may be referred to individually as a “Clipper® Participating Transit Operator” and collectively as the “Clipper® Participating Transit Operators”. To authorize and assist you in using this App, and to ensure a clear understanding of the relationship arising from your use of this App and the services we may offer through this App (the “Services”), we have created (i) this Clipper® Mobile Application License Agreement (this “License Agreement”), (ii) the Clipper® Cardholder License Agreement (the “Clipper® Cardholder Agreement”) and (iii) the Clipper® Privacy Policy. The Clipper® Privacy Policy explains how we treat personal information you provide to us through this App.

By using this App, you agree to be bound by this License Agreement. This License Agreement is between you and MTC (on behalf of MTC and the Clipper® Participating Transit Operators) only, and only pertains to your use of the App.

The Clipper® Cardholder Agreement and the Clipper® Privacy Policy apply to this License Agreement.

Your use of the App is subject to the Clipper® Cardholder Agreement and the Clipper® Privacy Policy, which are both incorporated into this License Agreement by reference and are available at www.clippercard.com, m.clippercard.com, and clipperstartcard.com (the “Clipper® Websites”). You may provide us with your Personally Identifiable Information (“PII” – defined below) when you (i) register your Clipper® Card; (ii) contact the Clipper® Customer Service Center through any means (email, customer service agent, interactive voice response system) and/or (iii) tap your contactless payment media. PII may be collected by Clipper® or our third party contractors who administer the Services on our behalf. For purposes of this License Agreement, “Personally Identifiable Information” means information that identifies or describes a person or that can be directly linked to a specific individual, or as otherwise defined in the Clipper® Privacy Policy, as amended. PII concerning your Clipper® Card(s) that is available through this App will be protected through the use of passwords and PIN numbers that you choose, and that you are responsible for keeping secure and confidential. By providing us with your email address, you agree to receive information concerning your Clipper® Card(s) by email. In addition, third party contractors operate this App and assist MTC with the Clipper® Customer Service Center. These third party contractors are subject to the Clipper® Privacy Policy. By using any of the Services, and/or registering your Clipper® Card, you agree that (a) you have read, understood, and accepted the Clipper® Privacy Policy and (b) you allow MTC, the Clipper® Participating Transit Operators and the Clipper® third party contractors access to your PII.

Application Use.

MTC grants you the limited right to install and use this App only for your personal use on a mobile product that you own or control and as permitted by any terms of use required by the party providing the app store from which you have downloaded this App. You may not modify, copy, publish, license, sell, or otherwise commercialize this App or any information or software

associated with this App. You may not rent, lease or otherwise transfer rights to this App. You may not use this App in any manner that could impair any Clipper® Participating Transit Operators' sites in any way or interfere with any party's use or enjoyment of any Clipper® Participating Transit Operators' sites, including any use of this App that imposes or may impose an unreasonable or disproportionately large load on the Clipper® Participating Transit Operators' infrastructure. You must use the App in compliance with all applicable laws.

You must comply with applicable third party terms of agreement when using this App (e.g. your wireless data service agreement). Your right to use this App is subject to immediate termination if you violate any provision of this License Agreement, the Clipper® Cardholder Agreement or any of the Clipper® Participating Transit Operators' rules, regulations, terms and conditions.

Operating System Requirements.

The Clipper® Mobile App is available free of charge at the Apple App Store and the Google Play Store.

MTC works to support the latest versions of the operating systems on which the Clipper® Mobile App is deployed. You should update your mobile devices if you do not have the latest available version installed.

MTC reserves the right, without notice, to change or update from time to time the minimum operating system requirements for the Clipper® Mobile App. MTC also reserves the right to refuse to allow the Clipper® Mobile App to be fully utilized on any operating system that is behind by more than two releases. Generally, if you fail to upgrade your mobile device's operating system to meet the minimum requirements, you will not be able to access software updates for the Clipper® Mobile App and you may no longer be able to utilize the Clipper® Mobile App from your mobile device. If this is the case, you will still be able to add value by logging onto www.clippercard.com using any browser version.

If you are unable to access Clipper® value on your Clipper® Mobile App or if you inadvertently deleted the Clipper® Mobile App and are unable to re-install it, you can notify Clipper® by going to www.clippercard.com and submitting a customer service request or by calling 1.877.878.8883.

Once you notify Clipper® that you are unable to access Clipper® value on your Clipper® Mobile App or if you inadvertently deleted the Clipper® Mobile App and are unable to re-install it, the Clipper® Customer Service Center will assist you in ensuring that any refunds (if applicable) are made directly to your funding source.

Links to Third Party Services.

This App may contain links to websites, applications, social media platforms, search engines or other products or services operated by other companies or agencies ("Third Party Services") by allowing the user to leave the App to access third party material or by bringing the third party material into this App via "inverse" hyperlinks and framing technology (a "Linked Site"). For example, many mobile apps that MTC or the Clipper® Participating Transit Operators promote are developed and offered by third parties. All decisions as to the placement of links to external sites or pages from the Third Party Services will be made by MTC in its sole discretion. MTC

and the Clipper® Participating Transit Operators have no discretion to alter, update, or control the content on a Linked Site. MTC and the Clipper® Participating Transit Operators are not responsible for the content of any Third Party Services, nor do we warrant that a Third Party Service will be free of computer viruses or other harmful code that can impact your mobile device. Third Party Services are governed by the separate terms and privacy policies and practices of such third parties. The fact that MTC has provided a link to a Third Party Service is not an endorsement, authorization, sponsorship, or affiliation with respect to such Third Party Service, its offerings, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet. MTC and the Clipper® Participating Transit Operators urge you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site. In the case of third party apps, we list or link to them merely as a convenience to our users, and MTC and the Clipper® Participating Transit Operators expressly disclaim any liability for these Third Party Services.

Third Party platform integrations.

The Clipper® Mobile App may integrate with third party platforms and Digital Wallets (defined below) and other payment services managed or owned by a third party. A mobile device wallet, such as Apple Pay or Google Pay (individually, a “Digital Wallet” and collectively, the “Digital Wallets”), allows you to store credit or debit card account information in your mobile device and select one card to be charged whenever the mobile device is used to purchase a Clipper® Card or add value to your Clipper® Card. **When you use a third party platform through this App, the third party may also have access to information about you and your use of this App. Please review these third parties’ privacy policies and terms of use carefully, as MTC and the Clipper® Participating Transit Operators do not control and cannot be responsible for these parties’ privacy or information security practices.**

Clipper® Cards.

There is a non-refundable \$3 fee for the purchase of a Clipper® Card through this Application. MTC and the Clipper® Participating Transit Operators do not charge any fee for adding your Clipper® Card to a Digital Wallet (i.e., Apple Pay or Google Pay). Only Clipper® Cards that MTC determines are eligible can be added to a Digital Wallet. If your Clipper® Card has been blocked or is otherwise not in good standing, that Clipper® Card will not be eligible to be added to or enrolled in a Digital Wallet.

Registration.

Registration of a Clipper® Card is optional for App users. Clipper® value purchased by anonymous users may not be replaced in the event the mobile device is lost, damaged or stolen. A registered Clipper® Card will allow a customer to use fully the services provided by the Application. You can register your Clipper® Card through the App, by going online to www.clippercard.com or by calling Clipper® Customer Service at 877.878.8883.

How to add a Clipper® Card to a Digital Wallet?

You can add an eligible Clipper® Card to a Digital Wallet by either following our instructions included below or by following the instructions of the Digital Wallet provider.

Digital Wallets may be preloaded on select devices. If your device does not have the Digital Wallet app, simply download it from the applicable app store on your device. To add a Clipper®

Card to the Apple Digital Wallet, visit <https://support.apple.com/en-us/HT209494> for instructions. To add a Clipper® Card to the Google Digital Wallet, open the Digital Wallet, select the + (plus) sign, select Transit, and then select Clipper®.

We reserve the right to terminate our participation in a Digital Wallet or with a Digital Wallet provider at any time.

Important Information Regarding Using a Digital Wallet with a Clipper® Card

You can use your Digital Wallets to load value on your Clipper® Card. Digital Wallets are not subject to this License Agreement or the Clipper® Privacy Policy. Digital Wallets are governed by separate terms of use and privacy policies, which you may review here:

<https://www.apple.com/legal/sla/>

<https://support.apple.com/en-us/HT210665>

<https://support.apple.com/en-us/HT203027>

https://payments.google.com/payments/apis-secure/get_legal_document?ldt=googlepaytos&ldr=US

<https://policies.google.com/privacy?hl=en-US>

https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=privacynotice&ldl=en-GB

You agree and understand that use of Digital Wallets to load value on your Clipper® Card is at your own risk and to use such Digital Wallets you must visit the individual sites of the Digital Wallets and review and agree to their privacy and security policies and other terms and conditions, as they may be different from those of our sites. Neither MTC nor the Clipper® Participating Transit Operators sponsor or endorse any of the Digital Wallets. We expressly disclaim any liability for these Digital Wallets. MTC does not guarantee and is not responsible for the privacy or security of Digital Wallets or the Digital Wallet providers' websites, including the accuracy, completeness or reliability of their information.

When considering use of a Digital Wallet payment service with Clipper®, you need to be aware of the following:

- You can purchase cash value and passes at a retailer, a transit agency ticket machine or through the Mobile App and the applicable Clipper® Website; and
- Clipper® will be able to provide only limited customer support for issues relating to the addition and/or use of a Clipper® Card in a Digital Wallet. Additional customer support may also be available from the Digital Wallet provider and/or your bank.

√ - Contact your mobile service provider for more information about Digital Wallet use.

Lost, Stolen, or Damaged Clipper®-Linked Mobile Devices

Visit www.clippercard.com or call 1.877.878.8883 immediately to report your mobile device as lost, stolen, or damaged. If you have registered your Clipper® Card, the value on your Clipper® Card is protected after you report the loss or damage to Clipper®.

After you notify Clipper® that your mobile device is lost, stolen, or damaged, Clipper® will unlink that mobile device from your Clipper® Card. After the mobile device is unlinked, it can no longer access your Clipper® Card. Your Clipper® Card will be charged for rides taken until Clipper® is notified that a linked mobile device is lost, stolen, or damaged. As of the end of the day that the device is reported lost or stolen in accordance with this paragraph, a cardholder whose Clipper® Card is registered will not be responsible for unauthorized use of a lost or stolen mobile device.

You are responsible for notifying your mobile provider regarding lost or stolen mobile devices.

Intellectual Property.

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Indemnification.

You will indemnify and hold harmless MTC and the Clipper[®] Participating Transit Operators, their affiliates, licensors, clients, suppliers, advertisers and sponsors, contractors and their respective commissioners, directors, officers, employees, consultants, agents and other representatives (collectively referred to herein as the “Indemnified Parties”), from and against any all claims, damages, losses, costs (including reasonable attorneys’ fees and other reasonable expenses of litigation or arbitration) and other expenses which any of the Indemnified Parties or third parties may incur, sustain, or be subject to that arise directly or indirectly out of or from (a) your breach of this License Agreement; (b) any allegation that any materials you submit to the Indemnified Parties or transmit via the Clipper[®] Mobile App infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your use of Clipper[®], the Clipper[®] Mobile App, and the Clipper[®] Participating Transit Operators’ systems.

Third Party Beneficiaries.

Your mobile operating system provider, MTC, and Cubic Transportation Systems, Inc. are each a third party beneficiary of this License Agreement, and such third party beneficiary has the right to enforce this License Agreement against you.