

TERMS AND CONDITIONS

TERMS AND DESCRIPTION OF THE SERVICE PROGRAM FOR REGULAR PASSENGERS OUTSIDE OF NORMAL HOURS

On-demand service program for scheduled riders outside of the usual hours of the Washington Metropolitan Area Transit Authority ("Metro"). This program can be used to get to and/or from work between 12:00 a.m. (midnight) and 4:00 a.m., Monday through Sunday. Metro has extended this program for off-peak travel from June 30, 2021 through June 30, 2022, which will begin on July 1, 2021 at midnight and end on June 30, 2022 at 11:59 p.m.

SUBSIDY AMOUNT

Eligible approved passengers (defined below) who make qualified trips (defined below) will receive a subsidy of \$6.00, based on the total cost of the trip. The subsidy will be automatically deducted from the total cost of a qualified trip, at the time of payment to the participating transport company. If the total cost of the qualifying trip is \$6.00 or more, you will receive the full subsidy of \$6.00; if you are less than \$6.00, you will receive a subsidy that does not exceed the amount of the cost of the trip.

QUALIFIED TRIP

A "qualified trip" is a trip (i) made by an approved eligible passenger; (ii) that begins and ends in the Metro service area (see the Program FAQ for a map of the service area); (iii) which takes place during the fiscal year of the program, which covers from July 1, 2021 to June 30, 2022; (iv) which takes place between 12:00 a.m. (midnight) and 4:00 a.m., and (v) which has the participation of an external transport provider approved by Metro (a "participating transport company"). For the sake of clarity, qualified travel is considered to be trips that take place between 12:00 a.m. (midnight) and 4:00 a.m. However, if a trip starts at any time between 12:00 a.m. (midnight) and 4:00 a.m. but ends after 4:00 a.m., it will still be considered as qualified travel. Qualifying rides are only valid for rideshares at a participating carrier in the event that a rideshare vehicle is not available, regardless of the circumstances, the discount will apply to the standard economy ride of the participating carrier.

DETERMINATION OF ELIGIBLE PASSENGERS

Metro will determine, in its sole discretion, your eligibility for the program. Metro reserves the right, in its sole discretion, to change eligibility rules at any time and for any reason. Metro reserves the right, in its sole discretion, to terminate your eligibility at any time and for any reason.

ELIGIBILITY CONDITIONS

In order to qualify as an "eligible passenger" in the program, you must meet all of the following criteria:

1. Be at least 18 years old.
2. Have a valid SmarTrip card.
3. Register your SmarTrip card at <https://www.wmata.com/fares/smartrip/>, even if it is provided to you by your employer.
4. Register your SmarTrip card on the Regular Passenger Service website outside of regular hours.
5. Provide your work schedule, your employer's name, phone number, and email address.

6. Work within the Metro service area and need shuttle service between 12:00 a.m. (midnight) and 4:00 a.m.
7. Make trips that begin and end within the Metro service area.

By providing information to Metro for eligibility, you consent to Metro's use of this information for the purpose of verifying your eligibility to participate in the program as described in these Terms.

ELIGIBILITY APPROVALS AND DENIALS

Once you provide the required eligibility information, Metro can check if you meet all eligibility conditions. Metro can verify your information by contacting your employer at the phone number or email address you provided during registration. Your employer's confirmation of both your schedule and work address will serve as a basis for verification. Metro may use the information you provide to contact your employer at the time of registration and from time to time for audit purposes.

Metro will let you know if your eligibility has been denied. If this is your case, you can send an email to AHCS@wmata.com within 2 business days of receiving the initial denial email and request that Metro reconfirm your information with your employer.

To begin receiving the subsidy on the first day of the month following your registration, you must submit your eligibility information no later than the 25th day of the month. If you submit your eligibility information after the 25th of the month, you will not begin receiving the subsidy until day 1 of the second month after you have registered. Thereafter, Metro will automatically apply the subsidy on the first day of each month during the program or until it is canceled for some reason.

TRAVEL RESTRICTIONS

The program will restrict eligible approved passengers to no more than 40 qualifying trips per month. Qualified trips are based on the idea of **"use it or lose it"**, which means that if you make fewer than 40 trips in a month, the remaining unused trips will not be transferred to the following month. You cannot make more than 40 trips in any given month.

ABUSE, FRAUD AND AUDITING

You certify that the eligibility information you provide is true and accurate. Without limiting any other remedy, Metro may suspend or terminate your eligibility in the program if the information you provide is inaccurate, if you engage in fraudulent activity in connection with the program, or if you attempt to abuse the privileges associated with the program. Metro may, from time to time and in its sole discretion, audit your eligibility information by contacting your employer, using the information you provided upon registration, to confirm that your data remains current during the course of the program.

PRIVACY POLICY

Metro's privacy policy can be found at <https://www.wmata.com/about/records/privacy.cfm>. Each participating transport company may have its own privacy policy that will apply to any data it may share when

choose to use their services as part of the program. If you have questions about the privacy practices of any participating carrier, please refer to their privacy policies. Metro assumes no legal or other responsibility for the privacy practices of the participating carrier and the use of its services is its own responsibility.

TERMS OF SERVICE OF THE PARTICIPATING TRANSPORT COMPANY

Participating transportation companies may have their own terms of service that will apply to any service they provide to you as part of the program. If you have questions about the terms of service of any participating carrier, please contact them for more information. Metro does not assume any legal or any other responsibility for the service provided by the participating transport company and the use of its services is its own responsibility.

DISCRIMINATION POLICY

Metro is committed to ensuring that no person is excluded from participation or denied the benefits of its services, including the program, on the basis of race, skin color, or nationality, as provided for in Title VI of the Civil Rights Act of 1964, as amended. For more information, go to <https://www.wmata.com/rider-guide/civil-rights.cfm>.

GENERAL TERMS

Severability and Waiver: The invalidity of any term or provision of these Terms shall not affect the validity of any other provision. Metro's waiver of strict compliance with any provision of these Terms shall not be a waiver or prejudice Metro's right to enforce strict compliance with the same provision in the future or any other provision of these Terms.

Sovereign Immunity: You acknowledge that Metro is an interstate compact agency of the District of Columbia, the State of Maryland, and the Commonwealth of Virginia; that Metro has sovereign immunity, and that by agreeing to these Terms, Metro does not waive such sovereign immunity. You understand and agree that you may not impose for your own benefit any immunity from claims available to Metro under Metro Compact.

DISCLAIMER OF WARRANTIES: METRO PROVIDES THE PROGRAM AND ANY OTHER MATERIALS, INFORMATION, OR SERVICES RELATED TO THE PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF OR PARTICIPATION IN THE PROGRAM IS YOUR OWN RESPONSIBILITY. METRO EXERCISES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. METRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE IMPLIED OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. METRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR CONTRACTORS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR USE OF THE PROGRAM INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

Limitation of Liability: WITHOUT LIMITING METRO'S SOVEREIGN IMMUNITY IN ANY WAY, NEITHER METRO NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR CONTRACTORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF USE, GAIN OR REVENUE THAT MAY BE CAUSED TO YOU OR A THIRD PARTY BY

PARTICIPATION IN THE PROGRAM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER

(a) YOU BASE YOUR CLAIM ON A CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (b) METRO ADMITTED OR SHOULD HAVE ADMITTED THE POSSIBILITY OF SUCH DAMAGES, OR (c) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAILED OF THEIR FUNDAMENTAL PURPOSE. IN NO EVENT SHALL METRO'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE PROGRAM FOR ALL DAMAGES, LOSSES, AND RIGHTS OF ACTION EXCEED THE COST OF THE \$6.00 SUBSIDY.

Indemnification: You will defend, hold harmless and indemnify Metro and its affiliates, directors, officers, employees, agents, licensors or contractors from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent they are the result, are assumed to be the result or relate to: (1) breach of your obligations hereunder or (2) violation of any United States copyright, trademark, service mark, trade secret, or patent in the application, contributions, or your development activities.

Assignment and Delegation: You may not assign or delegate any rights or obligations under these Terms. Any alleged assignment and delegation shall be null and void. Metro may freely assign or delegate all rights and obligations set forth in these Terms, in whole or in part without notice.

Governing Law and Disputes: These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the choice of law provisions, except that, in the event of any direct and irreconcilable conflict between the law of the Commonwealth of Virginia and Metro Compact, the Compact shall prevail. You agree to be subject to the sole and exclusive jurisdiction of the United States District Court for the Eastern District of Virginia, Division of Alexandria. In the event of a breach of the provisions of this Agreement, Metro may be entitled to equitable relief, including in the form of injunctions and specific enforcement orders, where applicable legal standards for such relief in such courts are met, in addition to all other remedies available to Metro at law or in equity.

Agreement Integrity: These Terms constitute the entire and exclusive agreement between Metro and you with respect to the program and supersede all prior oral or written understandings, communications, or agreements not specifically incorporated herein. Metro reserves the right, in its sole discretion, to modify or revoke these Terms, including but not including eligibility requirements, at any time without notice. Your continued participation in the program will signify your acceptance of any modifications.