

THE MOBILE TICKETING APPLICATION TERMS AND CONDITIONS ('TERMS')

PLEASE READ THESE TERMS CAREFULLY

BY USING THE MOBILE TICKETING APPLICATION ('APP') THAT RETAILS THE MOBILE TICKET ('mTicket') YOU AGREE TO ACCEPT THESE TERMS AND CONDITIONS

THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE WOODLANDS TOWNSHIP ("WOODLANDS") AND GOVERN YOUR USE OF THE APP, SUPERCEDING ANY PRIOR AGREEMENTS BETWEEN YOU AND WOODLANDS RELATING TO YOUR USE OF THE APP

WOODLANDS (ALSO REFERRED TO AS "WE" HEREIN) LICENSES YOU TO USE:

- The App and any updates or supplements to them.
- The mTicket purchasing service you connect to via the App and the content we provide to you through it ('**Service**').

as permitted in these Terms.

YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services as set out in our privacy policy below.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

It is your responsibility to keep your phone and access to the App and secure. We therefore recommend that you do not jailbreak or root your phone which is the process of removing software restrictions and limitations imposed by the official operating system of your phone. It could make your phone vulnerable to malware/viruses/malicious programs and compromise your phone's security features and it could mean that the App won't work properly or at all.

You should ensure that your device is protected by a suitable PIN or password so that if lost/stolen your stored details cannot be used or accessed.

OPERATING SYSTEM REQUIREMENTS

We have tried to make sure that it will work on each compatible mobile device; however, we do not promise that the mobile application will be suitable for your needs, or that it will work accurately or in a particular way.

DATA CHARGES AND ACCESS

If you're using the App outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you

may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third party charges. In using the App, you're accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the App, please be aware that we assume that you have received permission from the bill payer for using the App.

The App requires a correctly configured and functional wireless internet data connection, both for the initial installation and for purchase. Purchased mTickets may be activated without an active data connection.

We are unable to provide any warranties as to the levels of connectivity you will receive via your mobile device. This may depend upon your tariff, your network provider or your corporate policy if you have a work-issued device. We will not accept any responsibility for any connectivity issues you may experience. Please contact your network provider if you require assistance configuring a data connection for your mobile device.

It is your responsibility to ensure that the mobile device is sufficiently charged to display the mTicket as many times as required for the duration of your journey.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at our FAQs.

If you have any questions or problems with the App, please look at our FAQs. We will attempt to update this page with issues and solutions for the most common questions we receive from users. If the FAQs do not resolve your issue, please contact us at: express@thewoodlandstowship-tx.gov or call 281-210-3800 and ask for the Transportation Department. Please do not contact anyone other than Woodlands for support of the App, as they will not be able to assist you. We may send communications to you via email. These communications may include technical and support information, and information on updates or changes. By using the App, you consent to such communications.

Please note that we may cease to operate and support the App, or a particular feature/capability of it, at any time. If this happens, we endeavor to provide advance notice of this fact. After effectiveness, you may be unable to access the App. **Contacting us (including with complaints).** If you think have any queries or issues with the App, please email our customer service team at express@thewoodlandstowship-tx.gov or call 281-210-3800 and ask for the Transportation Department.

How we will communicate with you. If we have to contact you we will do so by the email you have provided to us.

HOW YOU MAY USE THE APP

In return for your agreeing to comply with these terms you may:

- Download or stream a copy of the App onto your mobile device and view, use and display the App and the Service on such devices for your personal purposes only.

Currently supported devices include Apple iOS, and Android. Download and operation success may depend on device settings.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

When we do so, we will publish the new version in the application. Each new version will take effect from the time it is first published in the application, prospectively. Any changes will not affect existing terms accepted by you when making a purchase through this application. If you use the App, we will ask you to confirm your acceptance to the most up-to-date version of these terms and conditions whenever you purchase an mTicket. If you do not agree to any changes we make to these terms and conditions, you will be unable to purchase an mTicket on the App.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

We may issue updates to the App, in which case you may not be able to continue use of the version of the App installed on your mobile device without downloading the relevant update. If we issue an update of the App without disabling our earlier version installed on your device, we nonetheless recommend that you download and install all updates issued. We cannot accept any liability for errors which become apparent in old versions of the mobile application.

We are able to suspend access to mTicket purchases through the App. We can do this for any reason, but will usually only do so when carrying out maintenance on the App or the systems supporting it.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use and the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person;
- not copy the App or the Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

NOT DISASSEMBLE, DE-COMPILE, REVERSE ENGINEER OR CREATE DERIVATIVE WORKS BASED ON THE WHOLE OR ANY PART OF THE APP OR THE SERVICES NOR ATTEMPT TO DO ANY SUCH THINGS;

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service [including by the submission of any material] (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that that is a direct and foreseeable result of our breaking these Terms, but we are not responsible for any loss or damage that is not foreseeable or direct. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen. For the avoidance of doubt, we

will not be liable for any indirect losses or consequential damages of any kind, suffered or incurred by you in any way resulting from your downloading and/or use (or inability to use) or the App or the Services.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you if you have broken these Terms.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if

we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

PAYMENT

The prices quoted on the App are in US Dollars. If you choose to pay for your mTicket using a foreign credit or debit card, you will be responsible for the exchange rate and you are advised that changes to your mTicket or refunds may be affected by such exchange rate.

CANCELLATIONS AND REFUNDS

Although we do not have a refund policy, refund requests are considered on a case-by-case basis and exceptions are granted under certain circumstances. Please note that where a refund is made, it applies to the mTicket price or portion thereof only; any associated fees (if applicable) are non-refundable. If you think that we have provided you a wrong mTicket or has otherwise made an error in taking or processing your mTicket purchase, please contact us by calling 281-210-3800 and ask for the Transportation Department. In the event that we have made an error in the transaction, we will issue a replacement ticket or otherwise address the error in an appropriate manner given the circumstances.

We shall not be obliged to change, cancel, replace or refund a mTicket where the ticket or transaction constitutes or involves a breach of these Terms or applicable law.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by United States and of the State of Texas Any dispute between you and Woodlands regarding the App or arising out of or in connection with these Terms may only be heard by United States Federal or Texas State courts located in the five-county area served by Woodlands.

PRIVACY POLICY

Woodlands Online Privacy Policy for the App

The Woodlands Township (Woodlands) respects your privacy. The following describes our Privacy Policy in relation to the information that you submit through the App.

Personal information collected during your visit to this website

We may obtain personal information from you when you submit comments on Woodlands service, complete a survey, or subscribe to an email newsletter. This personal information may be in the form of your name, email address, phone number, street address, etc. Woodlands or its contracted vendors do not sell, trade, or rent your personal information to anyone, or disclose personal information. Woodlands may use your personal information to respond to your comments, process a transaction, contact you with information about this organization or other transit services or to perform research on our products or services.

Woodlands may also share this information with third party service providers whom it retains under contract or subcontract to provide services relating to the operation of this website, including but not limited to e-commerce services and computer

programming, as well as storing and managing customer information, responding to customer comments, performing market research, processing customer transactions, and providing advice about and support of our products and services. These third party contractors may obtain, store and/or process your personal information on their own computer systems. Some of their work on behalf of Woodlands may involve contacting you directly using the information you have provided. They are required to identify themselves as representatives of Woodlands, and their contracts and subcontracts require them to treat your personal information confidentially.

Confidentiality and integrity of personal information collected through the Woodlands website

Woodlands is committed to protecting personal information collected through the Woodlands website against unauthorized access, use or disclosure. Consequently, Woodlands takes measures to protect the privacy of information that you submit on this website. Woodlands limits access to personal information collected through the Woodlands website to only those employees and contractors who need access to the information in the performance of their official duties or contracted services. Woodlands employees and contractors who have access to this information are required to maintain its confidentiality and are not permitted to disclose or use it except as set forth in this policy.

Woodlands has implemented a number of security features throughout this site to prevent the unauthorized release of or access to personal information. For example, database information is kept separate from live servers and is firewall protected. Security procedures have been integrated into the design, implementation, and day-to-day operations of the Woodlands website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information. For website security purposes and to maintain the availability of the Woodlands website for all users, Woodlands employs software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage the website. Please be advised, however, that although Woodlands has taken steps to create a secure and reliable site for you, the confidentiality of any communication or material transmitted to or from Woodlands via this site or e-mail cannot be guaranteed. When disclosing any personal information, you should remain mindful of the fact that it is potentially accessible to the public, and consequently, can be collected and used by others in unauthorized ways.

Anonymous technical data

In addition to collecting personal information that you provide voluntarily, we also may automatically collect and store technical information about your visit to this site including: (1) the domain names or IP addresses assigned to your computer by your provider when you connect to the Internet; (2) the type of browser software and operating system used to access our site; (3) the date and time you access our site; and (4) the pages you visit on our site. This technical data collected will not personally identify you, but it may assist us in monitoring the use of our website.

Statistical information

Woodlands may compile statistical information regarding its ridership from personal information that it receives from this website or other sources. Woodlands may use this statistical information for purposes of improving its products and services, and it may provide this statistical information to our Member Agencies or other organizations. This statistical information cannot be used to identify you personally.

Cookies

Some applications on this website may use cookies. Cookies are small data files that write to your hard drive if your browser is set to allow them. The only personal information that a cookie can contain is information you supply yourself. Woodlands may utilize cookies or retargeting pixels for the purpose of facilitating your use of our site and for tracking user traffic patterns in order to help us make improvements to the site. You can set your browser to refuse cookies or retargeting pixels. However, cookies may be required to use some of the web applications on Woodlands' site.

External websites

We may provide links from this website to external sites maintained by other public agencies or by private organizations. You should be aware that these third-party websites are not controlled by Woodlands, and therefore are not subject to this Privacy Policy. You should review the privacy policies of these external sites to determine the risks associated with using these sites and making your personal information available to operators of these sites.

Consent

By accessing this website, you are consenting to the information collection and use practices described in this policy.

Changes to Woodlands' Privacy Policy

Woodlands reserves its right to modify this policy from time to time without further notice. If we change our privacy policy, we will post the new privacy policy on our website. Therefore, we encourage you to review our privacy policy periodically, to learn of any changes. Your continued use of this site following the posting of changes to the terms of this policy will signify your acceptance of these changes.