

ORCA Terms of Use and Privacy Statement



Last Modified January 27, 2008

Terms of Use

1.0 ORCA Program and Governing Terms and Conditions

1.1 Welcome to ORCA, which stands for One Regional Card for All. The ORCA Program allows you to participate in a regional fare payment system that enables you to use a single fare card when traveling on the public transportation services provided by the participating Agencies.

1.2 You may use cash to pay your fare and choose not to participate in the ORCA Program when you ride public transportation. If you choose to use the products and services provided by the Agencies under the ORCA Program (including but not limited to ORCA Cards, ORCA Products, ORCA Websites, and ORCA Customer Services), your use will be subject to and governed by these ORCA Program Terms of Use and the ORCA Program Privacy Statement (both of which are available at www.orccard.com, www.orccard.biz and at ORCA Customer Assistance Offices) and such other terms and conditions, disclosures and consents that are contained in the ORCA Program Websites, forms, Business Account agreements and other written materials, all of which may be established, modified or withdrawn from time to time.

1.3 In addition to such ORCA Program-specific terms and conditions, your use of the ORCA Cards 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other terms and conditions that apply to its public transportation services and which may be established, modified or withdrawn from time to time.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.

2.0 Definitions

As used in these Terms of Use, the following terms shall have the meanings indicated.

2.1 "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.

- a. Central Puget Sound Regional Transit Authority (“Sound Transit”);
- b. City of Everett (“Everett Transit”);
- c. King County (“King County Metro”);
- d. Kitsap County Public Transportation Benefit Area (“Kitsap Transit”);
- e. Pierce County Public Transportation Benefit Area (“Pierce Transit”);
- f. Snohomish County Public Transportation Benefit Area (“Community Transit”); and
- g. The State of Washington acting through the Washington State Department of Transportation, Washington State Ferries Division (“WSF”)

For clarification, the term “Agency(ies)” does not include Business Accounts or Retail Revalue Sites.

2.2 “Autoload” means the Cardholder-authorized process for automatically loading ORCA Products on a registered ORCA Card and making a corresponding charge against the Cardholder’s credit card to pay for the loaded Product.

2.3 “Business Account” means an entity other than an individual customer, including but not limited to an employer, educational institution or social service agency, that purchases Business Cards and products for distribution to its employees, students or other program participants according to the terms of an agreement with one of the Agencies.

2.4 “Business Card” means a type of ORCA Card issued to a Business Account for distribution by it to individuals who are eligible participants in the Business Account’s transportation program.

2.5 “Card” means an ORCA Card.

2.6 “Cardholder” means a natural person to whom an individual ORCA Card has been issued by an Agency or to whom a Business Card has been distributed by a Business Account.

2.7 “Lead Agency” means one of the Agencies which, on behalf of itself and one or more of the other Agencies, signs an agreement with a Business Account for the sale of Business Cards and ORCA Products.

2.8 “ORCA” is the trademarked acronym that stands for One Regional Card for All

2.9 “ORCA Card” means the smart card that can be presented for payment of fare to ride 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 Business Cards, unless the context indicates it means one or the other.

2.10 “ORCA Customer Services” means the facilities and services of one or more of the Agencies that exchange, with customers, information related to the ORCA Program and conduct sales of ORCA Cards and ORCA Products, including customer services counters, telephone call-in centers, mail-in centers, business account support and ticket vending machines.

2.11 “ORCA Product(s)” or “Product(s)” means any transit fare payment option offered for sale within the ORCA Program, including, but not limited to, monthly or period passes and E-purse.

2.12 “ORCA Program” means the equipment, systems, facilities, ORCA Cards, ORCA Products, ORCA Websites, data, information, and any products and services related to the regional fare coordination and payment program implemented by the Agencies using smart cards as the common media for fare payment on their public transportation services.

2.13 “ORCA Websites” mean the following websites: Cardholder Website (www.orcacard.com) and Business Account Website (www.orcacard.biz).

2.14 “Personally Identifying Information” (or PII) means the following information when collected by the Agencies under the ORCA Program: a natural person’s name; and, if combined with said name, such person’s address, telephone number, email address, date of birth, Regional Reduced Fare Permit-related information (as defined below) and photo, and check,

debit card credit card information.

2.15 “Retail Revalue Site” means a retail business or other entity that, under an agreement with an Agency, is equipped with a device at which a customer may purchase ORCA Products for loading on an ORCA Card.

2.16 “Regional Reduced Fare Permit (RRFP)” means a type of ORCA Card issued to individuals who are determined to be eligible for reduced fares by one of the Agencies based on the individual’s disability or age (age 65 and older). All RRFP Cards are registered Cards.

2.17 “Ticket Vending Machine (TVM)” means a machine that vends Sound Transit rail tickets and also allows a customer to purchase ORCA Cards or Products.

3.0 Only Authorized ORCA Cards and ORCA Products Accepted

3.1 Only an Agency or a Business Account (e.g. your employer or another institution) may provide you with an authorized ORCA Card. You may not deface, alter, duplicate an ORCA Card 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 intend to honor defaced, altered, duplicated or counterfeit cards or otherwise unauthorized cards or products.

3.2 The Agencies reserve the right to examine cards, confiscate any 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.

4.0 ORCA Products

4.1 The ORCA Products that may be loaded onto ORCA Cards represent prepaid fares on transportation services provided by ORCA Agencies. The two types of prepaid fares are:

- a. Passes: The electronic equivalent of passes that are valid for use on the transportation service of one or more of the participating Agencies, depending on the type of pass.
- b. E-purse: pre-paid value that may be used to pay a fare or a portion of a fare.

4.2 ORCA Cards are not, and do not represent, “accounts” or “deposits” and ORCA Products are not “money.” 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. Sales of ORCA Products are final and nonrefundable, except for the limited refund of E-purse value available in accordance with Section 5.0.

4.3 Payment shall be made to an Agency or to a Retail Revalue Entity 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; and remains unused or unexpired.

4.4 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 (passes are the most common) are specified to be usable at only one of the Agencies.
- b. A pass product valued at less than the required fare and E-purse value, if loaded on a single ORCA Card, may be used in combination to cover the full amount of a single fare except on Washington State Ferries.
- c. A single ORCA Card can be used to pay for two or more people traveling together. On Sound Transit, however, use of a single ORCA Card to pay for multiple riders is only accepted at a TVM.

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.

4.5 The Agencies reserve the right to change fares at any time. To the extent value remaining on an ORCA Card is not sufficient, the Cardholder is required to make full fare payment by a means other than an ORCA Card.

4.6 The Agencies reserve the right to withdraw from the ORCA Program at any time and not accept ORCA Product(s) as fare payment. In that event, the Cardholder is required to make full fare payment by a means other than an ORCA Card.

5.0 E-purse

5.1 You may purchase E-purse value in full dollar increments, with a minimum of \$5.00 per load transaction. The maximum amount of E-purse value that may be held on an ORCA Card at any time is \$300.

5.2 E-purse value on an ORCA Card is deducted to cover the full fare of a trip less: any applicable transfer value valid within two hours of the last use of the Card (except no transfer value is recognized on Washington State Ferry service); or reduced fares (e.g. Youth Fares; the Regional Reduced Fare Permit for seniors and persons with disabilities). The amount of E-purse value remaining on your ORCA Card after a transaction will be displayed on the Card reader. If your Card fails to accurately display the remaining value, promptly report problems to ORCA Customer Service (or for ORCA Business Cards, the employer or other entity that gave you the Card).

5.3 If a ride costs more than the E-purse value remaining on an ORCA Card, the Cardholder must add sufficient cash to pay the full fare, unless an Autoload has been established as provided in Section 10.0.

5.4 A Cardholder with a registered, individual ORCA Card (i.e. not a Business Card) who opts to withdraw from the ORCA Program and surrenders said registered individual ORCA Card to an Agency may obtain a refund of the E-purse value that remains unused on the ORCA Card, less the applicable administrative fee (as specified in Section 15.0) for each E-purse refund processed. Upon surrender of the registered individual ORCA Card, it will be blocked and a refund, less the administrative fee, will be mailed to the Cardholder.

5.5 A Business Account that surrenders a Business Card to its Lead Agency may obtain a refund of the E-purse value that remains unused on the Business Card, less the applicable administrative fee (as specified in 15.0) for each E-purse refund processed. Upon surrender of the ORCA Business Card, it will be blocked and a refund, less the administrative fee, will be mailed to the Business Account. The Agencies cannot distinguish between E-purse value purchased by the Business Account and E-purse value that may have been purchased by the individual Cardholder that used the Business Card. The Lead Agency will provide a refund of remaining E-purse value only to the Business Account that owns and surrenders the Card. The refund policy of the Business Account will govern whether the Business Account, in turn, forwards any of the refund to an individual Cardholder that claims to have personally loaded E-purse value onto the Business Card.

6.0 Card Registration

6.1 You may participate in the ORCA Program without providing any personal information. If you choose to register your ORCA Card or an ORCA Business Card provided to you by your employer or other entity, the card serial number will be linked to your personally identifying information (see Privacy Statement for more details). If you choose to register your Card via the Cardholder Website, you will be required to set up an online "MY ORCA Account" for which you also will be required to provide personally

identifying information.

6.2 In registering his/her Card and in creating an online "MY ORCA Account", the Cardholder agrees to: (a) ensure that all information provided is true, accurate, and complete; (b) promptly notify the Agencies in writing or via the ORCA Website of any changes to his/her name, address, and telephone numbers; and (c) receive information about the ORCA Program via email and/or mailings from the Agencies.

6.3 A Cardholder with a registered Card may:

- a. access information about the Card's use and remaining value by calling ORCA Customer Service or via the Cardholder Website if he/she has an online "MY ORCA Account".
- b. report an ORCA Card lost, stolen or damaged and have the Card blocked and replaced in accordance with Section 8.0.
- c. authorize the Autoload of new ORCA Products in accordance with Section 10.0.

7.0 Lost, Stolen or Damaged Cards

7.1 The Cardholder must take all reasonable care to prevent an ORCA Card from being defaced, altered, damaged, lost or stolen. The individual Cardholder or Business Account to whom a Card is issued bears the risk of loss 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 from continued use and replaced as provided in Section 8.0.

8.0 Blocking and Replacing Certain Cards

8.1 An RRFP Card, a registered ORCA Card or a Business Card that is reported as lost, stolen or damaged may be blocked and replaced as set forth herein.

8.2 To block a lost, stolen or damaged registered Card or RRFP Card and obtain a replacement, the individual to whom the Card was issued must report the missing or damaged Card via the Cardholder Website, by calling ORCA Customer Service at 1-888-988-6722 / 1-888-713-6030 TTY; or in-person at an ORCA Customer Service Office.

8.3 A Card block will take effect when the report of a missing or damaged Card is processed in the ORCA system. For fastest processing, it is recommended that the report be submitted via the Card block function in an online "My ORCA Account." Reports submitted in-person at an Customer Services Office or by email, telephone, or regular mail can only be received and processed during Agency business hours. The risk of continued use of the E-purse and other ORCA Products by an unauthorized person remains with the Cardholder until the block takes effect. Requests to block are final and may not be withdrawn.

8.4 A person who reports in-person that an RRFP or registered individual Card is missing or damaged may immediately obtain a replacement ORCA Card by paying the applicable administrative fee. Such replacement Card will be loaded with the unexpired pass product, if any, that had been on the lost, stolen or damaged Card at the time of the report. An E-purse product on a blocked Card will be restored on the replacement Card when the Card is tapped after approximately ten (10) business days. The E-purse amount restored will be that which remained on the lost, stolen or damaged Card at the time the block was processed. The Agencies are not responsible for any use of the E-purse product prior to the card block taking effect.

8.5 A person who reports via the Cardholder Website or by email, telephone, or regular mail that an RRFP or registered individual Card is missing or damaged will be mailed a replacement ORCA Card in approximately seven (7) business days following report of the missing or damaged card and

payment of applicable administrative fee.

The replacement Card will be loaded with the unexpired pass product, if any, that had been on the lost, stolen or damaged Card at the time of the report. An E-purse product on a blocked card will be restored on the replacement Card when the Card is tapped after approximately ten (10) business days. The E-purse amount restored will be that which remained on the lost, stolen or damaged Card at the time the block was processed. The Agencies are not responsible for any use of the E-purse product prior to the card block taking effect.

8.6 To block a lost, stolen or damaged Business Card and obtain a replacement, the individual to whom the Card was distributed must report the missing or damaged Business Card to the Business Account. The Business Account then must report it to the ORCA system via the Business Account Website or by calling the Lead Agency. A Business Card block will take effect when the report of a missing or damaged Card is processed in the ORCA system. For fastest processing, it is recommended that the report be submitted via the Card block function in the Business Account Website.

Reports submitted by email, telephone, or regular mail can only be received and processed during Agency business hours. The risk of continued use of the E-purse and other ORCA Products by an unauthorized person remains with the Business Account until the block takes effect. Requests to block are final and may not be withdrawn.

8.7 The Business Account will provide the replacement Business Card to the individual Cardholder and pay the Lead Agency any applicable fee. The unexpired pass product, if any, that had been on the lost, stolen or damaged Card at the time of the report will be loaded when the replacement Card is tapped after approximately two (2) business days. An E-purse product on a blocked Business Card will be restored when the replacement Card is tapped after approximately ten (10) business days. The E-purse amount restored will be that which remained on the lost, stolen or damaged Card at the time the block was processed. The Agencies are not responsible for any use of the E-purse product prior to the card block taking effect.

9.0 Blocking and Replacing Defective Cards

9.1 If an ORCA Card malfunctions, it will be blocked when it is surrendered at an ORCA Customer Service Office or received at the ORCA Regional Mail Center (201 S. Jackson St. MS TR-0108, Seattle WA 98104-3856.)

9.2 You may obtain a replacement of the defective Card at the time it is surrendered by paying the applicable administrative fee. Provided, however, the Card will be replaced without a fee if the Card: (a) was surrendered to an Agency within twelve (12) months after it was issued to an individual or Business Account; and (b) the malfunction, as determined by an Agency customer service representative, was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage (reasonable wear and tear excepted).

9.3 If the defective Card is surrendered at an ORCA Customer Service Office, the replacement Card will be loaded with the unexpired pass product, if any, that had been on the defective Card at the time it was surrendered and blocked. E-purse product will be restored on the replacement Card, after approximately ten (10) business days, when the Card is tapped. The E-purse amount restored will be that which remained on the defective Card at the time the block was processed. The Agencies are not responsible for any use of the E-purse product prior to the card block taking effect.

9.4 If the defective Card was surrendered to the ORCA Regional Mail Center, a replacement Card will be mailed to the Cardholder within seven (7) business days of receipt of the Card and any applicable fee paid by check or money order. The replacement Card will be loaded with the unexpired pass product, if any, that had been on the defective Card at the time it was surrendered and blocked. E-purse product will be restored on the

replacement Card after approximately ten (10) business days when the Card is tapped. The E-purse amount restored will be that which remained on the defective Card at the time the block was processed. The Agencies are not responsible for any use of the E-purse product prior to the card block taking effect.

10.0 Autoload Program

10.1 A registered Cardholder may authorize automatic reloading of ORCA Products and automatic payment by recurring credit card transactions. Autoload may be authorized for any one of the three ORCA Product types (transit pass, stored rides; or E-purse). A Cardholder may also authorize Autoload for a combination of the E-purse and either a transit pass or stored rides. The list of transit passes and stored rides that can be loaded via Autoload is posted on the Website: www.orcacard.com.

10.2 In authorizing an Autoload, the Cardholder agrees to:

- a. Ensure that all information provided to ORCA is true, accurate, and complete.
- b. Authorize the ORCA Agencies and their respective service providers to verify the information contained in the Autoload Authorization.
- c. Promptly notify the ORCA Agencies of any changes to the Cardholder's name, address, telephone number(s), credit card account information and the other information provided in setting up the Autoload Authorization. Changes may be submitted online or by using the printable Autoload Authorization form.
- d. Provide a valid credit card account and authorize a recurring transaction against said credit card account for the purchase the ORCA Products at the prices in effect at the time of each transaction.

10.3 If the Autoload of a monthly pass product is authorized:

- a. a new monthly pass will be loaded automatically onto the ORCA Card the first time the Card is used in the new month, and the specified credit card will be charged. IMPORTANT CAUTION: The full price of a monthly pass product will be charged for an Autoload of a monthly pass product regardless of when in that month the ORCA Card is first used.
- 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 Authorization is terminated as provided herein. The price of the monthly pass product is subject to change by the Agencies.
- c. the amount charged to the specified credit card will be automatically increased from the "Youth" price to the "Adult" price on the first Autoload after a Cardholder is no longer eligible for a youth reduced fare (nineteenth birthday)

10.4 If the Autoload Authorization specifies a monthly regional pass product (PugetPass), the face value of a Cardholder's specified pass product may become inadequate over time as a result of fare increases or loss of eligibility under a reduced fare program. The Cardholder must revise the Autoload Authorization if a regional pass product with a higher face value is needed.

10.5 If Autoload of E-purse value is authorized:

- a. the amount to be added must be specified in full dollar increments of at least \$5.00 but not more than \$300.00.
- b. the specified amount will be loaded automatically to the ORCA Card and the specified credit card will be charged when the ORCA Card is tapped to pay a fare and the E-purse value is insufficient to pay the fare of the current trip. IMPORTANT CAUTION: An Autoload of an E-purse will not be performed more than once per day or more than five times in a single month.

10.6 An Autoload authorization shall remain in full force and effect until it is terminated by the Cardholder or by the Agencies as follows:

- a. The Cardholder may terminate his/her Autoload authorization by

notifying the Agencies via the Cardholder Website or by submitting a signed written termination notice to the ORCA Regional Mail Center (201 S. Jackson St. MS TR-0108, Seattle WA 98104-3856.) The Autoload termination notice shall specify an effective date that is at least ten (10) business days after the date of submittal of the form.

b. If the specified credit card expires or is otherwise terminated or if a credit card transaction authorized hereunder is rejected, reversed or otherwise fails to cover the price of an Autoload ORCA Product, any ORCA Agency may, at its sole discretion, block the use of any ORCA Product to prevent its further use and terminate the Autoload, or both. Under any circumstance, the Customer is liable for payment of the Autoload value if the credit card transaction failed to cover the price.

10.7 If an Autoload is terminated due to failure of a credit card transaction to cover the price of an Autoload ORCA Product, the Cardholder may submit a new Autoload Authorization either online or using the printable Autoload Authorization form.

11.0. Business Accounts and Business Cards

11.1 An employer, school, social service organization or other entity may apply to enter into 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.

11.2 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.

11.3 Although a Business Account remains the owner of the Business Cards after distribution, the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

a. The Cardholder may present an ORCA Business Card, loaded with a valid, applicable ORCA Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on transportation service operated by one or more of the ORCA Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.

b. The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to whatever ORCA products have been loaded by the Business Account.

c. The Cardholder may register his/her name and other contact information with the ORCA System and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder any ownership rights in the Business Card but does give the Cardholder the right to access the ORCA Cardholder Website to view the Card's transaction history and current stored value and to modify travel zone preferences.

11.4 The Business Account is responsible for implementation and enforcement of Cardholder Rules of Use and shall require that the Cardholder, as a condition of receiving a Business Card, sign written Cardholder Rules of Use that include:

a. a prohibition on the sale or transfer of the Business Card;
b. notice that the Cardholder is required to pay any difference between a required fare and the value of the fare product loaded onto the Business Card;

c. notice that any ORCA Products purchased by the Cardholder with his/her own funds and loaded on the Business Card, including but not limited to the E-purse, will become the property of the Business Account and any subsequent refund to the Cardholder would be the responsibility of the Business Account in accordance with its refund policy. Individuals are encouraged to purchase an individual ORCA Card if they have concerns about refund policies.

d. notice that the ORCA System will record data each time the Card holder presents a Business Card to an ORCA device to prove fare payment, to load a product on it or to review the amount and type of product on it. Such data will include but not be limited to the date, time and bus route or other location related to the Card being presented. Such data is owned by the ORCA Agencies but accessible to the ORCA System contractor(s) that operate it, the Business Account, and the ORCA Agencies.

11.5. The Business Account Website is the primary means by which the Business Account shall purchase ORCA Business Cards and ORCA Products, manage its Business Cards and obtain information about the use of said Cards. The Business Account agrees that it will use the Business Account Website when it is available and that each access and use of said website shall be subject to the Terms of Use and Privacy Statement that are in effect and posted on the Business Account Website at the time of such access and use.

11.6 The Business Account understands and agrees that uninterrupted access to and use of the Business Account Website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website not available.

11.7 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.

12.0 Retail Revalue Sites

12.1 The sale of an ORCA Product at a Retail Revalue Entity is final and no refunds will be made by the Retail Revalue Entity.

12.2 The Retail Revalue Entity, not the Agencies, is responsible for the collection, storage, transmittal, safekeeping and use of payments and information you may provide to the Retail Revalue Entity in order to add value to an ORCA Card.

12.3 The Retail Revalue Entity is not able to block and replace lost, stolen, damaged or defective Cards.

13.0 ORCA Websites

13.1 ORCA Websites and any ORCA Customer Services that require PII are not intended for minors, and we will not accept or request information from individuals we know to be under 18.

13.2 The ORCA Websites may provide links to various other websites, including each individual Agency's website. The Agencies are not responsible for each other's websites nor 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.

13.3 Information on the ORCA Websites may change without notice.

13.4 If you create, or are issued, a password in connection with the ORCA Websites, actions or communications utilizing it will be attributed to you, even if someone else is using it. You need to keep your password confidential and not share it with anyone you have not authorized to use

it on your behalf.

13.4 The viewing, printing or downloading of any content from an ORCA Website 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 right, title and interest in and to the Websites and all materials contained therein are retained by the Agencies. Your right to access ORCA Websites may be terminated at any time by the Agencies without notice.

14.0 Prohibited Acts

14.1 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 Websites, ORCA Cards and ORCA Products, in an unlawful manner or for an unlawful purpose. 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 an ORCA Website or ORCA equipment that the user is not authorized to access; (b) tamper with an ORCA Website or an ORCA Card or use any hardware or software intended to damage or interfere with the proper and timely functioning of an ORCA Website or ORCA Card; (c) intercept or collect any ORCA data or personal information from an ORCA Website, ORCA Card or ORCA equipment; (d) create a web page or site or computer application of any kind that deep links to or frames ORCA websites, any page of said Websites, or any graphics, trademark or other proprietary information of any kind located on said Websites 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 web site without the Agencies' express written permission; (f) alter, interfere with or deface information, graphics, trademarks or anything else on or obtained from an ORCA Website or ORCA Card; (g) use any robot, spider, scraper or other automated means or interface not provided by ORCA to access an ORCA Card, the ORCA Website or to extract data; (h) reverse engineer any aspect of the ORCA Websites 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; (i) send or otherwise affect an ORCA Website, 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, Cardholders, 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 an ORCA Website or Card; (j) "frame" the ORCA Websites 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 (k) take any action which imposes an unreasonable or disproportionately large load on an ORCA Website or ORCA Program network or other infrastructure.

14.2 Your messages and provision of information to the ORCA Websites 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.

14.3 We hope you will provide free 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.

15.0 Administrative Fees

The following non-refundable fees will be charged:

15.1 Adult and Youth Card Issuance and Replacement - \$5. Unless the Card is acquired during a promotional period or the Card is deemed by an Agency to be defective within 12 months of the date the Card was issued as provided in Section 9.0.

15.2 RRF Card Issuance and Replacement - \$3. The fee will be waived for first-time conversion of an existing RRF into an ORCA RRF Card.

15.3 Refund Administrative Fee - \$10.

15.4 Not Sufficient Funds (NSF) and other Fees. If a payment to the Agencies is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Agencies may assess any late payment, NSF and collection fees to the maximum amount permitted by law.

16.0 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.

17.0 Reservation of Agency Rights

17.1 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, 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 not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed; or (c) it is suspected that a Card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder.

17.2 When an ORCA Card is blocked in accordance with 17.1 above, the refund of any remaining value on the Card shall be at the absolute discretion of the Agencies, subject to such conditions as RFCS deems fit including surrender of the Card and deduction of any amount due or payable by the Cardholder to the Agencies.

17.3 The authorized staff of an Agency shall have the right to inspect any Card and the Card Data therein at any time.

18.0 NO WARRANTIES

18.1 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 WEBSITES, IS DONE AT THE USER’S SOLE DISCRETION AND RISK.

18.2 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 MERCHANTABILITY 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 PRODCUTS) WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

19.0 LIMITATIONS ON LIABILITY; EXCLUSIVE REMEDY

19.1 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.

19.2 IF THE AGENCIES OR ANY OF THEM BREACHES 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.

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

20.0 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 Websites, 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.

21.0 Copyright and Trademarks

21.1 All content on ORCA Websites 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 and Cards Site, 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 web sites, 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; 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.

21.2 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.

21.3 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.

22.0 Contact Information

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

ORCA Regional Program Administrator
E-mail: contactus@orcacard.com
Telephone: 1-888-988-6722 / TTY Relay: 711 during regular business hours
Mail: ORCA Regional Program Administrator
401 S Jackson
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.

23.0 Changes to Terms of Use and ORCA Program

The ORCA Agencies retain the right to terminate or modify any of the Terms of Use and any other aspect of the ORCA Program at any time, at their own discretion and without notice to Cardholders, Business Accounts, or any other person or entity. Revised versions will be posted on the ORCA Websites and will be available from ORCA Customer Assistance Offices. Individuals

and entities are encouraged to review from time to time these Terms of Use, the ORCA Websites and other Agency communications to be aware of any revisions. If the changes are significant, they will be posted in the “News” footer located at the bottom of the ORCA Website pages. 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.

24.0 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 www.orcacard.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 telephone.

25.0 Notice to Copyright Agent

25.1 The ORCA Agencies respect the intellectual property rights of others and requests 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:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit ORCA to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- 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;
- 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.

25.2 Copyright infringement claims and notices should be sent to the attention of the ORCA Regional Program Administrator as follows:

ORCA Regional Program Administrator
E-mail: contactus@orcacard.com
Telephone: 1-888-988-6722 / TTY Relay: 711 during regular business hours
Mail: ORCA Regional Program Administrator
401 S Jackson
Seattle, WA 98104

26.0 Notice of Availability of Filtering Software

The ORCA Agencies do not believe that the Site 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.

27.0 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.

Privacy Statement

1.0 Application of this Privacy Statement

1.1 Welcome to ORCA, which stands for One Regional Card for All. The ORCA Program allows you to use a single fare card when taking the public transportation services provided by the participating Agencies.

1.2 This Privacy Statement explains how information is collected and treated by the Agencies when an individual participates in the ORCA Program. With the exceptions noted below, this Privacy Statement applies to the products and services provided by the Agencies under the ORCA Program, including but not limited to ORCA Cards, ORCA Products, ORCA Websites, and ORCA Customer Services.

1.3 ORCA Websites and any ORCA Customer Services that require Personal Identifying Information (PII) are not intended for minors. We will not accept or request information from individuals we know to be under 18.

1.4 This Privacy Statement does not apply to the following:

- a. information, including PII, that you provide to a Retail Revalue Site. If you provide PII to a Retail Revalue Site (e.g. your name and credit card number), such PII is not covered by this Statement. The Retail Revalue Site, not the Agencies, is responsible for the collection, storage, transmittal, safekeeping and use of that information.
- b. This Privacy Statement does not apply to information, including PII, that you provide to your employer, school, or other Business Account to which the Agencies sell Business Cards and ORCA Products. If you provide PII to your employer, school or other Business Account in connection with obtaining a Business Card or ORCA Product, such PII is not covered by this Statement. The Business Account, not the Agencies, is responsible for the collection, storage, transmittal, safekeeping or use of that information.

2.0 Definitions

As used in this Privacy Statement, the following terms shall have the meanings indicated.

2.1 “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 (“King County Metro”);
Kitsap County Public Transportation Benefit Area (“Kitsap Transit”);
Pierce County Public Transportation Benefit Area (“Pierce Transit”);
Snohomish County Public Transportation Benefit Area (“Community Transit”); and
The State of Washington acting through the Washington State Department of Transportation, Washington State Ferries Division (“WSF”)

For clarification, the term “Agency(ies)” does not include Business Accounts or Retail Revalue Sites.

2.2 “Autoload” is the Cardholder-authorized process for automatically loading ORCA Products on a registered ORCA Card and making a corresponding charge against the Cardholder’s credit card to pay for the loaded product.

2.3 “Business Account” means an entity other than an individual customer, including but not limited to an employer, educational institution or social service agency, that purchases Business Cards and products for distribution to its employees, students or other program participants according to the terms of an agreement with one of the Agencies.

2.4 “Business Card” is a type of ORCA Card issued to a Business Account for distribution to individuals who are eligible participants in the Business Account’s transportation program.

2.5 “Card Verification Number (CVN)” is the three-digit number printed on the card at manufacture, which is required for security purposes to register an ORCA Card online and other card-not-present registrations.

2.6 “ORCA” is the trademark acronym for One Regional Card for All.

2.7 “ORCA Card” is the smart card 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 Business Cards, unless the context indicates it means one or the other.

2.8 “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 counters, telephone call-in centers, mail-in centers, business account support and ticket vending machines.

2.9 “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.

2.10 “ORCA Program” means the equipment, systems, facilities, ORCA Cards, ORCA products, ORCA Websites, data, information, and any products and services related to the regional fare coordination and payment program implemented by the Agencies using smart cards as the common media for fare payment on their public transportation services.

2.11 “ORCA Websites” are the following public-facing Websites: www.orcacard.com and www.orcacard.biz.

2.12 “Personally Identifying Information” (PII) means 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, telephone number, e-mail address, date of birth, Regional Reduced Fare Permit-related information (as defined below), photo, and check/debit card/credit card information.

2.13 “Retail Revalue Site” is a retail business or other entity that, under an agreement with an Agency, is equipped with a device for customer purchase of ORCA products for loading on an ORCA Card.

2.14 “Regional Reduced Fare Permit (RRFP)” is a type of ORCA Card

issued to individuals who are eligible for reduced fares by one of the Agencies based on the individual’s disability or age (65 and older).

2.15 “Ticket Vending Machine (TVM)” is a machine for purchasing Sound Transit rail tickets and ORCA Cards or products.

3.0 Customer Services Requiring Information

3.1 No information is required if you pay cash fares for your public transportation rides. Information may be needed, however, if you choose to use services such as an ORCA Card or an ORCA Website. If you contact ORCA Customer Services by mail, telephone, e-mail or in-person, that contact may be logged and the information you provide may be collected by the ORCA Program. The type of information required will vary with the services sought. If you decline to submit information for some services, the Agencies may be unable to provide you those services. You may still use cash to purchase ORCA Cards or ORCA Products as described in Section 3.3.

3.2 Your PII is collected in the ORCA Program:

- a. when you use a check, debit card or credit card to purchase an ORCA Card or ORCA Product or authorize “autoload” of ORCA Products to load on an ORCA Card;
- b. when you establish your eligibility for Youth Fares, the Regional Reduced Fare Permit for seniors and persons with disabilities, and King County’s ACCESS paratransit program;
- c. when you purchase an ORCA Card or Product that requires proof of eligibility under a reduced fare program (e.g. a youth fare, a Regional Reduced Fare Permit, or a King County ACCESS pass product);
- d. when you register an ORCA Card to take advantage of the replacement card benefit or other registration benefits;
- e. when you surrender your registered card and request a refund of the remaining E-purse value;
- f. when you request customer services such as an e-mail reply or phone call from an ORCA representative; and
- g. when you use the functionality on password-protected areas of ORCA Websites.

3.3 You may obtain an ORCA Card and purchase ORCA Products without providing PII if you use cash (or money order) and do not register your ORCA Card. You may also anonymously visit many pages on the ORCA Websites. We ask for PII only to the extent needed to provide you with customer services. If you are uncomfortable providing the requested information, or with the use of that information, you may simply decline to receive that level of service or participate in that particular program. For example, to avoid purchasing an ORCA Product by credit card on-line, you may simply pay cash at an ORCA Customer Services location.

3.4 ORCA Websites and any ORCA Customer Services that require PII are not intended for minors. We will not accept or request PII from individuals we know to be under 18.

4.0 Information Related to ORCA Card Issuance and Optional Registration

4.1 When an ORCA Card is first issued, issuance information is created both in the ORCA central system and in the card’s electronic memory. This issuance information includes: the card’s serial number; the type of card; for a youth card, the qualifying date of birth to enable automatic conversion to adult card upon the expiration of youth status upon end of qualifying age; for an RRFP (Regional Reduced Fare Permit), an expiration date for temporary disabilities and any eligibility for a personal care attendant; for a senior RRFP card, the qualifying date of birth; for an ORCA Business Card, the identifying number of the Business Account. Except for the card’s serial number, all electronic information contained on the ORCA Card is encrypted or covered by other security measures.

4.2 An ORCA Card that is also a Regional Reduced Fare Permit may have a photo, name or other PII printed on its face. That type of information might also be on ORCA Cards that are used as identification badges distributed by employers or other Business Accounts.

4.3 When you provide PII to establish your eligibility for reduced fare programs, certain PII is retained in the ORCA Program to enable the Agencies to administer and monitor use of these reduced fare programs.

a. When eligibility for youth fares is established, the date of birth (or for Business Cards, the date that the cardholder is no longer eligible for a youth fare) is retained in the ORCA Program.

b. When eligibility for a Regional Reduced Fare Permit is established, the following is retained in the ORCA Program: First name, Last name, Middle initial (if applicable), Date of birth (for Senior and Youth only), whether or not a Personal Care Attendant is eligible, Address and Expiration date (if applicable).

c. When eligibility for King County's ACCESS paratransit program is established, the following information is retained in the ORCA Program to enable loading ACCESS Products on an ORCA Card: First name, Last name, Middle name (if applicable), Date of birth, Address, ACCESS ID and ACCESS Eligibility Expiration date.

4.4 An individual is not required to register an ORCA Card with the Agencies unless the individual is requesting an RRF or purchasing a pass for use on King County's ACCESS paratransit service. If an individual chooses to provide PII to the Agencies for purposes of registering an ORCA Card, such PII is held by the ORCA Program and associated with the card serial number.

5.0 Information Related to the Purchase of ORCA Cards and ORCA Products

5.1 When you purchase an ORCA Card or an ORCA Product, the system collects varying amounts of information depending on your method of payment. You will need to provide PII if your purchase is by check, credit card or debit card (see Section 6 below). Regardless of how you pay, the system will collect the following information when you purchase an ORCA Card or an ORCA Product.

a. date and time of the purchase;

b. the serial number of the ORCA Card and the number of the device used to load an ORCA Product if the ORCA Card is presented at a Retail Revalue Site, an Agency customer service office or a ticket vending machine;

c. the serial number of the subject ORCA Card and the processing location information about the purchase if the card is not presented for loading the ORCA Product at the time of purchase (e.g. on-line purchase; mail or telephone order; or auto-load);

d. the amount/type of ORCA Product purchased; and

e. the amount paid and method of payment (e.g. cash, check, credit or debit card) and related information as listed in Section 6.

5.2 Information about the purchase of ORCA Cards and ORCA Products is associated with the card's serial number. If you have provided PII (e.g. to establish eligibility for a reduce fare program or to make a purchase using a check, credit card or debit card), the PII that is retained can be associated with the card serial number.

5.3 The ORCA Card contains the current amount/type of ORCA Products available for use. It can also contain certain information related to the last five (5) purchases of ORCA Products, including the date and time the product was loaded on the card, the amount/type of ORCA Product loaded, the payment method and the payment amount.

6.0 Information Related to Purchases Using Credit Cards, Debit Cards and Checks

6.1 If you purchase an ORCA Card or ORCA Product by a means other than cash payment (or money order), you must provide the PII necessary for the transaction and, if applicable, shipment of an ORCA Card. Please note, however, the following does not apply when you pay at a Retail Revalue Site (See Section 10 below) or at a TVM. Any PII that you provide at a TVM to make payment with a credit or debit card is collected and processed under the TVM system, not the ORCA system.

6.2 When you pay by personal check, the following information is provided by you or may be collected from the face of a check: name; address; driver's license number; check amount; checking account number; and check routing number.

6.3 When you pay by credit or debit card for a single transaction, the following is provided by you or collected from the card: name; PIN number if debit card; billing address; and the credit or debit card number and expiration date. An encrypted transmission of this information is sent to the credit card verifying and processing companies but the ORCA system only retains your name, billing address, expiration number, the last four digits of the credit card number and an authorization number generated for that transaction.

6.4 When you authorize recurring credit card transactions to "Autoload" ORCA Products on your ORCA Card, the following "Autoload information" is provided by you: name; billing address; credit card number and expiration date; and directions on when to charge your credit card. This Autoload information is collected and stored in an encrypted database in the ORCA system and, each time a payment transaction is triggered, the necessary subset of Autoload information is sent via an encrypted transmission to the credit card's verifying and processing companies.

6.5 If you are purchasing an ORCA Card and request that it be shipped to you, your name, address and other shipping information will be collected and shared with the U.S. Postal Service.

6.6 If there is a problem processing an order, your PII may be used to contact you.

7.0 Information Related to the Use of ORCA Cards and Products

7.1 When an ORCA Card is presented to an ORCA reader device for fare payment or to check the card's status, the system collects the following information:

a. the date and time the card was presented;

b. the number of the reader device used;

c. the I.D. of the Agency or Retail Revalue Site whose reader device was used;

d. the location of the reader device, if the device is at a fixed location (e.g. retailer; WSF gate; rail platform)

e. the vehicle and route numbers if the card is read by a device on an Agency vehicle;

f. the nature of the read transaction (e.g. checking the status of ORCA Products on the card; or payment of fare);

g. the amount/type of ORCA Product used;

h. any transfer or incentives applied.

7.2 The ORCA Card itself contains a record of the last ten (10) uses of the card.

7.3 Information related to the ORCA Card's use is associated with the card's serial number. If you have provided PII linked to your card's serial number, the information about the use of the ORCA Card can be associated with your PII.

8.0 Information Residing on ORCA Cards

8.1 The card's serial number is printed on the ORCA Card and stored in un-encrypted form. The Card Verification Number is printed on the ORCA card.

8.2 The following information resides on an ORCA Card in encrypted form:

- a. information about the card properties (e.g. directory of entries and their sizes; expiration date; blocking status; and security key)
- b. type of card and:
 - (i) date of birth or expiration of youth fare eligibility;
 - (ii) date of birth if Senior RRFp;
 - (iii) If a temporary RRFp, the expiration date;
 - (iv) if an RRFp, any eligibility for a personal care attendant;
 - (v) if a Business Card, the I.D. number of the Business Account;
- c. zone fare preference pre-sets;
- d. Autoload settings for automatic revalue of products;
- e. Fare products loaded onto card including remaining E-purse and unexpired passes;
- f. history of prior ten (10) trip transactions; and
- g. history of prior five (5) revalue transactions.

9.0 ORCA Websites and the Information Collected

9.1 The Agencies maintain two public Websites for customer services related to the ORCA Program: www.orccard.com and www.orccard.biz.

9.2 Our servers automatically record and store information that a computer or browser sends whenever a person visits an ORCA Website, even if only to browse or download information. These server logs may include the following information:

- a. the Internet Protocol (IP) address and domain name associated with your computer's connection to the Internet. The Internet Protocol Address is a numerical identifier assigned either to your Internet service provider or directly to your computer;
- b. the type of browser, browser language and operating system used;
- c. the date and time you visited an ORCA Website;
- d. the Website you visited prior to coming to an ORCA Website;
- e. the pages viewed by users, the amount of time users spent on a certain page, search terms and other non-personally identifying information that may be collected as an ORCA Website is navigated; and
- f. one or more cookies that may uniquely identify your browser.

We also may collect statistical information about your use of the ORCA Websites, such as "clickstream data" and "user hits" which are visits and sessions that may be logged to determine which pages are visited most frequently.

9.3 When you visit ORCA Websites, your computer will receive one or more "cookies." Cookies are small text files placed on a user's computer and accessed by the ORCA Websites to recognize repeat users, to facilitate the user's ongoing access to and use of the Website, and to compile data to improve the site and related business purposes. Most browsers are set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some ORCA Website features and services may not function properly if your cookies are disabled.

9.4 Although it may identify a user's computer, automatically collected information is not considered PII because it does not personally identify individuals. Automatically collected information is typically consolidated on a daily basis and kept at an aggregate level by the Agencies' contractor(s) responsible for providing the ORCA Websites. Such information may be used by the Agencies and their service providers to help understand how people are using the ORCA Websites and improve the value of the Websites and the ORCA Program. Automatically collected information may be used to detect or attempt to prevent unauthorized intrusions on the ORCA Websites.

9.5 Personally Identifying Information (PII) will be collected on an ORCA

Website only if you seek certain services and only if you choose to provide such information via the Website. The PII required for ORCA-related services are described in other Sections of this Privacy Statement. Should you seek a service that requires PII but you do not wish to provide PII via an ORCA Website, you may choose to provide the required PII by visiting an Agency customer service center.

9.6 When you send an e-mail or letter with questions or comments to the ORCA Program or an Agency, or if you provide your contact information when ordering ORCA Cards, ORCA Products or services, the Agencies may retain these communications, and use your e-mail address and other information included in your correspondence in order to process your communications, respond to you and improve our services.

9.7 The ORCA Websites may have links to other websites, such as the Agencies' individual websites. When you link to one of these external websites, you are no longer on an ORCA Website and this Privacy Statement no longer applies. Instead, you are subject to the privacy notice and other terms of that external website.

10.0 ORCA Program Information Available to Retail Revalue Sites

10.1 A Retail Revalue Site is equipped with a device that can check the status of ORCA Products on a card or load ORCA Products purchased at that site. To enable accurate transfer of ORCA revenues from the Retail Revalue Site, a report of all such transactions, by card serial number, is produced by the ORCA Program and regularly provided by an Agency to the Retail Revalue Site.

10.2 A Retail Revalue Site is prohibited from using any information received from the ORCA Program for any purpose other than performing its functions under its agreement with the Agencies.

10.3 If you provide PII to a Retail Revalue Site (e.g. your name and a check, debit card or credit card) in connection with your payment for an ORCA Card or ORCA Product, such PII is not collected by the ORCA Program and is not covered by this Privacy Statement. The Retail Revalue Site, not the Agencies, is responsible for the collection, storage, transmittal, safekeeping and use of that information.

11.0. ORCA Program Information Available to Business Accounts

11.1 A Business Account owns the Business Cards that are distributed to its employees, students or other program participants. The Business Account has a record of the serial numbers of all cards it has purchased and distributed. The card serial numbers may be linked by the Business Account to names and other PII that it may have. The ORCA Program does not collect PII associated with the serial numbers of Business Cards unless you choose to register your Business Card. For example, an Agency will typically only know that it issued ORCA Business Card numbers 100 through 200 to a specific employer. The employer will know that it assigned Card #101 to a specific employee. The employer does not typically share the employee's name with the Agencies but may provide it to the Agencies for administrative purposes such as resolving questions about a card or investigating unauthorized use of the card or other business purposes.

11.2 A Business Account may use a password-protected page in the orccard.biz Website to access reports and information about its Business Cards, including information about loading ORCA Products on its cards (as described in Sections 5.0 and 6.0) and information about the use of its cards (as described in Section 7.0). The Website and its routine reports do not allow the Business Account to view use information linked to its card serial numbers. Upon written request, however, a Business Account may obtain a card serial number linked to specified transaction data in accordance with RCW 42.56.330 (See Section 14 below).

12.0 Use and Sharing of Information

12.1 Except as otherwise restricted in law or in this Privacy Statement, the Agencies plan to use and share all information collected through or generated by the ORCA Program for the purposes of fare media sales, fare collection, support of Business Account transportation programs, monitoring the functionality and performance of the ORCA Program, soliciting and receiving feedback, developing the ORCA Program, making reports on ORCA Card use and other ORCA-related activities or products, and for any other ORCA Program or Agency purposes.

12.2 The Agencies will not sell PII to other entities for their marketing purposes. The Agencies will only share PII with:

- a. Agency employees, officials and contractors on a “need to know” basis for purposes of fulfilling their duties and responsibilities; and
- b. other persons or entities if it is reasonably necessary:
 1. to satisfy an applicable law or regulation;
 2. to respond (voluntarily or involuntarily) to a subpoena, court order or other legal process and requests by a governmental agency; and to protect the Agencies from any kind of potential harm (as an Agency perceives that potential in its discretion.);
 3. to enforce Agency terms of use and other provisions applicable under the ORCA Program or an Agency transportation service, including investigation of potential violations thereof;
 4. to detect, prevent, or otherwise address fraud, security or technical issues; or
 5. to protect against harm to the rights, property or safety of the Agencies, the users of their services, or the public, as required or permitted by law.

12.3 Persons or entities that receive information from the Agencies may be able to combine such information with other information they independently possess. The Agencies are not responsible for combining or any later use that may be made of information provided to others in accordance with this Privacy Statement.

13.0 Retention of Information

13.1 Information collected through or generated by the ORCA Program may be retained in the ORCA central system and at individual Agencies; on both active databases and in archive systems; and in electronic as well as hard copy form.

13.2 The Agencies will store all information related to the ORCA Program for as long as they believe it useful or required by applicable law.

14.0 Public Records

14.1 The Washington Public Records Act (Chapter 42.56 RCW) (“Act”) applies to all records related to the ORCA Program including but not limited to: any data and reports related to the issuance, loading and use of ORCA Cards and Business Cards; PII that you provide; and the e-mails, comments and other communications between you and any of the ORCA Agencies. Generally public records are available for inspection and copying by the public but the Act exempts some records from mandatory disclosure. For example, the Act contains the following exemptions from mandatory disclosure.

RCW 42.56.330(4) The personally identifying information of current or former participants or applicants in a paratransit or other transit service operated for the benefit of persons with disabilities or elderly persons;

RCW 42.56.330 (5) The personally identifying information of persons who

acquire and use transit passes and other fare payment media including, but not limited to, stored value smart cards and magnetic strip cards, except that an agency may disclose this information to a person, employer, educational institution, or other entity that is responsible, in whole or in part, for payment of the cost of acquiring or using a transit pass or other fare payment media, or to the news media when reporting on public transportation or public safety. This information may also be disclosed at the agency’s discretion to governmental agencies or groups concerned with public transportation or public safety;

The Agencies reserve their discretion, if any, to release or withhold records in accordance with the Act.

14.2 The Agencies reserve the right to impose fees in accordance with the Act for responding to requests for inspection and copying of records.

14.3 In the event of a conflict between this Privacy Statement and the Public Records Act or other law governing the disclosure of records, the Public Records Act or other applicable law will control.

15.0 Information Security

15.1 The Agencies’ security measures are intended to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of information collected or generated under the ORCA Program. For example, steps have been taken to safeguard the integrity of their telecommunications and computing infrastructure, including but not limited to authentication, monitoring, auditing, and encryption. In addition, customer orders are processed through a secure server using advanced forms of encryption software. This means that all your PII entered online will be encrypted during transmission to maximize security protection. Because the ORCA Websites do not encrypt email, however, you should not send emails containing information that you consider sensitive.

15.2 Notwithstanding the above, this Section 15 and this Privacy Statement should not be construed in any way as providing business, legal or other advice, or warranting as fail-proof, the security of information provided by or submitted to the ORCA Websites or otherwise submitted to the ORCA Program or Agencies through customer participation in the ORCA Program. Due to the nature of Internet communications and evolving technologies, the Agencies cannot provide, and disclaim, assurance that the information you provide to them will remain free from loss, misuse, or alteration by third parties, who, despite the Agencies’ efforts, may obtain unauthorized access.

15.3 If, despite the ORCA Program’s information security measures, unencrypted “personal information” held by the Agencies was, or is reasonably believed to have been, acquired by an unauthorized person, the Agencies shall notify the subject of that personal information in accordance with RWC 42.56.590. For purposes of this Section, “personal information” has the same definition as it does in RCW 42.56.590(5) and (6).

16.0 Changes to or Deletion of Personal Identifying Information

16.1 The Agencies depend on the users of ORCA Cards and ORCA Products to update their own PII whenever necessary. You may use the Cardholder Website or visit an ORCA Customer Service Office to update your personal details and modify or terminate your ORCA Card registration or Autoload authorization.

16.2 You may request deletion of your name and other PII from the active ORCA database(s). Please understand, however, that it may be impossible to remove this information completely, due to system backups and records of deletions. In addition, if you request deletion of your PII, you will be unable to utilize associated features of the cardholder Website and possibly other

services offered through our ORCA Programs, such as a registering an ORCA Card. The Agencies will fulfill a PII deletion request within a reasonable time.

17.0 NO WARRANTIES

THE AGENCIES HAVE ADOPTED PROCEDURES AND MEASURES THEY BELIEVE TO BE COMMERCIALY REASONABLE TO PROTECT ANY INFORMATION COLLECTED FOR THE ORCA PROGRAM INCLUDING INFORMATION COLLECTED ON ORCA WEBSITES. HOWEVER, NO ONE IN THE AGENCIES GUARANTEES INFORMATION SECURITY OR WARRANTS THAT THE INFORMATION (INCLUDING BUT NOT LIMITED TO PII) COLLECTED IN CONNECTION WITH THE ORCA PROGRAM WILL REMAIN FREE FROM UNAUTHORIZED ACCESS OR DISCLOSURE, LOSS, MISUSE, ALTERATION OR THEFT AND THE AGENCIES EXPRESSLY DISCLAIM ANY SUCH OBLIGATION.

18.0 Governing Law and Venue

This Statement shall be construed in accordance with the laws of the State of Washington, without regard to any conflict of law provisions. Any dispute arising under this Statement shall be resolved exclusively by the state or federal courts sitting in King County, Washington that have jurisdiction over the matter.

19.0 Questions or Comments on this Privacy Statement

Please direct any questions or comments regarding this Privacy Statement to the ORCA Regional Program Administrator as follows:

E-mail: contactus@orcacard.com

Telephone: 1-888-988-6722 / TTY Relay: 711 during regular business hours

Mail: ORCA Regional Program Administrator

401 S Jackson

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.

20.0 Changes to this Privacy Statement

20.1 This Privacy Statement may change over time. We expect most changes will be minor. Significant changes will be posted in the “News” footer located at the bottom of the ORCA Website pages. The date of the most recent revision of this Statement will be identified at the top of the page and prior versions will be kept in an archive for your review upon your request.

20.2 We will post changes to this Statement at least ten (10) days before they take effect. Any information we collect under the current Privacy Statement will remain subject to the terms of this Statement. After any changes take effect, all new information we collect, if any, will be subject to the new Statement.

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