

UP Express Website Terms

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1. Website Terms and Conditions of Use

Welcome to the website of UP Express, a division of Metrolinx, a Crown Agency within the meaning of the Crown Agency Act, R.S.O. 1990 (“UP Express”). This page states the terms and conditions (the “Terms”) which apply to your use of the UP Express website (the “Website”). **Please read these Terms carefully.** By accessing and browsing the Website, you acknowledge that you have read, understood and agree to abide by and comply without limitation or qualification, to these Terms. If you do not agree with any of these Terms, please do not use the Website. Additional terms, found in the UP Express Terms and Conditions (**www.upexpress.com**) will govern the use of the Website when opening an account and purchasing an UP Express e-ticket.

UP Express reserves the right to change, modify, alter or otherwise update these Terms as well as the services contained on or referenced in the Website, without prior written notice at any time, at UP Express’ sole discretion. Updated or revised Terms will be posted on this Website. Please check these Terms periodically for changes. Your continued use of this Website following the posting of any changes to these Terms constitutes acceptance of those changes.

In using this Website, you agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked websites;
- not to disrupt or interfere with any other user’s enjoyment of the Website or affiliated or linked websites;
- not to upload, post, or otherwise transmit through or on the Website any viruses or other harmful, disruptive or destructive files; and
- not to attempt to obtain unauthorized access to the Website or portions of the Website which are restricted from general access.

2. Information

UP Express attempts to be as accurate as possible in describing all information on the Website (including all Content (as defined below) thereon). Such information is for information purposes only and has been provided as a public service. Although every attempt has been made to ensure its accuracy, UP Express does not represent or warrant that any Content of the Website is accurate, completely reliable, current or error-free. Any views expressed or made available by third parties on the Website or in its Content are those of the respective third parties and not of UP Express.

3. Intellectual Property Rights

Material on the Website, including but not limited to text, data, wallpaper, icons, images, illustrations, audio clips, video clips, surveys, information, artwork, graphics, music, software (including all computer code of all types) and special promotions (collectively the “Content”) is either owned or licensed and controlled by UP Express, and UP Express does not represent or warrant that such material does not infringe the rights of any other person or entity. The Content on the Website is protected by Canadian and international copyright laws and treaties. You may not sell or modify any of the Content or reproduce, download, upload, adapt, transmit, republish, display, perform, distribute, decompile, extract, reverse engineer, disassemble, decrypt, create derivative works from software which forms part of the Content or otherwise use any part of the Content in any manner whatsoever without the prior written consent of UP Express or the applicable third party, or otherwise except as specifically permitted on the Website. Any infringement of UP Express’ rights will result in appropriate legal action.

Trademarks, logos and service marks (collectively, “Marks”) displayed on the Website are the property of UP Express, its affiliated entities or other third parties. The display of these Marks on the Website does not imply that a license or right of any kind has been granted. You are not permitted to use or display any of these Marks without the prior written consent of UP Express or the applicable third party. Nothing in the Website is to be interpreted as conferring a right to use the Marks or the material protected by applicable Canadian and international copyright laws.

Notwithstanding the foregoing, UP Express authorizes you to make one electronic or paper copy of the information posted on any page of the Website provided that the copy is used solely for non-commercial, personal purposes, the Content is not to be altered, redistributed, published, broadcast or copied and, in each and every case, provided that any such copy remains protected by all copyright, trademarks, service marks and other proprietary notices.

4. Third Party Links and Information

The Website may contain links (or you may be sent through the Website) to other websites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Applications, Software or Content”). Links to Third Party Sites and any Third Party Applications, Software or Content made available through or installed from the Website is provided as a convenience only. If you decide to visit any Third Party Sites or use or install any Third Party Applications, Software or Content, you do so at your own risk. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by UP Express and UP Express disclaims, expressly and impliedly, any responsibility or liability for the accuracy, relevance, copyright, compliance, legality, decency or suitability of any

material, content, products, services or information found on any linked Third Party Site or in any Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not constitute in any manner a reflection on, affiliation with, or endorsement by UP Express of any such Third Party Site or Third Party Applications, Software or Content, the respective entity or their respective material, content, products, services or information and UP Express makes no representations or warranties, express or implied, concerning any material, content, products, services, information or security of the information found on any Third Party Site or contained in, or generated by any Third Party Applications, Software or Content and you hereby irrevocably waive any claim against UP Express with respect to such Third Party Sites and Third Party Applications, Software or Content. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.

5. Linking Agreement

If you want to link to the Website, you may do so, provided you agree to the link conditions described below (“Link Conditions”):

1. If you link to the Website, your web site may not,
 - a) imply that UP Express is endorsing you or your products or services;
 - b) imply an affiliation between you or any entity on whose behalf you may be acting without the prior written consent of UP Express;
 - c) misrepresent your relationship with UP Express or present false or misleading impressions about UP Express or its services; and
 - d) contain content that may be interpreted as distasteful or offensive.
2. UP Express shall have no responsibility or liability for any content appearing on your website.
3. UP Express may at any time, in its sole discretion, immediately terminate your right to link to the Website, with or without cause. If UP Express exercises this right, you will immediately remove all links to the Website.

By establishing a link to the Website, you will be deemed to have agreed to the Link Conditions.

Certain websites may be linked to the Website. Not all of these links may have been permitted by UP Express. Regardless of whether a link has been permitted by UP Express, UP Express is not responsible for the contents of any website that is linked to the Website. UP Express has not reviewed and makes no representations or warranties, and does not endorse, any website that is linked to the Website, the contents of any such website, the information appearing on any such website or any of the products or services described on any such website. The fact that a website is

linked to the Website does not imply that UP Express sponsors or is affiliated or associated with the entity that owns or is responsible for the website linked to the Website.

6. Google Translate Disclaimer

Google™ Translate is provided as a courtesy to visitors to the Website. UP Express assumes no responsibility for the accuracy, reliability or timeliness of the translation facilitated with this tool.

7. User Content

By submitting any information, data, text, graphics, messages, tags or other materials to UP Express through the Website or otherwise, save and except for any personal information we may collect from you, you automatically grant (or warrant that the owner of such materials expressly grants) UP Express a world-wide, perpetual, royalty-free, irrevocable and nonexclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such submitted materials. Any ideas, suggestions, questions, comments or other material that you submit to UP Express shall become the property of UP Express. By submitting an idea, suggestion, question or comment to UP Express, you are waiving any and all rights that you may have in the idea or suggestion, and UP Express shall be entitled to use the idea, suggestion, question or comment as it so desires, as provided or as modified by UP Express, without any obligation to compensate you or others for the materials. In addition, you warrant that all “moral rights” in such materials have been waived. UP Express’ use of your personal information is set out below.

8. Use of Surveys

At times our Website may request information from you via surveys. Participation in surveys is completely voluntary. At the time we conduct the survey, we will let you know how we intend to use the information collected. If you choose not to participate in surveys, you will still be able to use our Website.

9. Using files located on non-UP Express servers

To improve the functionality of the Website, certain files (such as open source libraries, images and scripts) may be delivered automatically to your browser via a trusted third-party server or content delivery network. The delivery of these files is intended to provide a seamless user experience by speeding response times and avoiding the need for each visitor to download these files.

10. Privacy

You have read the Metrolinx Privacy Policy, the terms of which appear on www.upexpress.com and are incorporated into these Terms, and agree that the terms of such policy are reasonable. UP Express values and respects your privacy, and is committed to protecting your personal information by keeping it confidential and secure. UP Express' collection and retention of your personal information is governed by the terms of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, and other relevant legislation.

In general, you may visit the Website without telling us who you are or revealing any personal information about yourself. If you choose to direct an inquiry to UP Express, submit a comment or suggestion, or enter a contest, we may ask you to provide your name, phone number, mailing address, and email address for the purposes of responding to your inquiry, comment or suggestion, or contest submission. If you prefer not to use our Website to submit an inquiry, comment or suggestion, please contact us at 1-844-GET-ON-UP.

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Web analytics can be described as the collection, analysis, measurement and reporting of data about web traffic and user visits for the purposes of understanding and optimizing web usage. UP Express uses web analytics services including Google Analytics to help analyze the use of our Website. These tools use cookies to collect and generate information about your visits to our Website (including your IP address) that is transmitted in an anonymous form for processing. We study patterns of Website activity so we can improve the experience of visitors to our Website.

The use of these tools does not allow us or our analytics service providers to identify individuals. We will never use the statistical analytics tool to track or to collect any personal information of visitors to our sites.

You can opt out of analytics activity by setting your browser to refuse to accept cookies from the Website. Some browsers can be set to accept all cookies, reject all cookies or notify you when you receive cookies. If you choose to modify your browser, some pages of the Website may not function properly. Please consult your browser's Help Menu for instructions. For your information, Google currently offers a free Google Analytics opt-out tool for certain browsers.

Notwithstanding the foregoing, as the internet is not a secure medium, the privacy of your communications cannot be guaranteed. The nature of internet communications means that your use of the Website and communications to UP Express, either through the Website, email or otherwise, may be susceptible to data corruption, unauthorized access, interception and delays.

Questions about the manner in which UP Express collects your personal information should be directed to: Manager, Customer Contact, Metrolinx, 20 Bay St., Toronto, Ontario, M5J 2W3, (416) 869-3600.

11. Use of Third Party Services

For your convenience you may use your login and account information from a third party service such as Facebook, Google or Twitter to access your UP Express account. If you do this, the authentication of your logon details is handled by the relevant third party and we only collect information about your account that you expressly agree to share with us at the time you register for an UP Express account. Information you may provide to these third party services will, however, be subject to the privacy policies of those third parties and not ours. Please read their privacy policies carefully. If you choose to link your account to a third party account (such as your Google or Facebook account), UP Express may choose to use the information you allow us to collect from those third parties for the purposes set forth in the Metrolinx Privacy Policy. You are responsible for maintaining your accounts with those parties and for complying with their terms of service and other legal requirements.

12. Contests

UP Express may occasionally run contests that offer prizes and that will require you to provide us with your personal information. You must read and agree to all the terms, conditions and rules that apply to that contest before entering it. By entering such contests from time to time, you acknowledge that you have read such rules as may apply, and agree to be bound by them.

13. EXCLUSION AND DISCLAIMER OF WARRANTIES

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14. LIMITATION OF LIABILITY

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15. INDEMNIFICATION

YOU AGREE THAT YOUR USE OF THE WEBSITE AND/OR THE CONTENT SHALL NOT BE MADE THE BASIS FOR ANY CLAIM, SUIT, DEMAND OR CAUSE OF ACTION OR OTHER PROCEEDING AGAINST METROLINX, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS. YOU AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD METROLINX, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HARMLESS AGAINST ANY CLAIM, SUIT, DEMAND, ACTION OR OTHER PROCEEDING BROUGHT OR THREATENED BY A THIRD PARTY AS A RESULT OF (I) YOUR BREACH OF THESE TERMS; AND/OR (II) YOUR USE OF THE WEBSITE AND/OR THE CONTENT.

16. Accessibility

UP Express is committed to ensuring that information about our services is accessible in accordance with the Accessibility for Ontarians with Disabilities Act, S.O. 2005. If you require an UP Express document in an alternate format or are in need of a communications support, please submit a request through our online contact form, or by calling us at one of our telephone numbers below:

- 416-869-3200 - Toronto local calling area
- 1-888-438-6646 - Toll-Free Number
- 1-800-387-3652 - TTY teletypewriters only

Once your request is received, UP Express will contact you to provide you with additional information on when you can expect a response, based on the document and format you are requesting.

17. Applicable Law

This Website is controlled and operated from the Province of Ontario, Canada by UP Express. UP Express does not make any representation that the facilities or services offered through the Website comply with any legal or regulatory requirements of countries other than the Province of Ontario, Canada. In accessing the Website, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. If it is prohibited to make this

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