



UP Express Terms & Conditions

Version 7.0



Effective February 22nd 2020

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INTRODUCTION

The Union Pearson Express (UP Express) is a dedicated airport rail service between Union Station in downtown Toronto and Toronto Pearson International Airport operated on behalf of Metrolinx. There are two stops along the way: Bloor and Weston Stations.

These Terms & Conditions outline important customer service and travel information for guests.

The Terms & Conditions apply specifically to UP Express. Connecting transit providers at UP Express stations include the Toronto Transit Commission (TTC), GO Transit (a division of Metrolinx) and VIA Rail and the terms and conditions of use of connecting services may vary. For more information about these transit operators and their services please visit or call:

TTC: www.ttc.ca, 416.393.4636

GO Transit: www.go transit.com, 416.869.3200

VIA Rail: www.viarail.ca, 1.888.842.7245

For information on the PRESTO fare card:

www.prestocard.ca

1.8.PRESTO.123 (1.877.378.6123)

UP Express welcomes your comments on our service. Please contact us at:

Union Pearson Express
97 Front Street West, Suite 200
Toronto, Ontario, M5J 1E6
Canada

guestservices@upexpress.com
www.upexpress.com

1.844.GET.ON.UP (1.844.438.6687)

Guest Services

UP Express Guest Services is available Monday through Friday, 7 a.m. to 11 p.m., and on weekends and holidays from 8 a.m. to 9 p.m. (Eastern Standard Time). For assistance, please contact:

guestservices@upexpress.com

1.844.GET.ON.UP

416.869.3300

Multilingual Interpretive Services

UP Express provides multilingual interpretive customer service to assist passengers by phone or at our stations. Guests who wish to be served in a different language can contact us at:

guestservices@upexpress.com
1.844.GET.ON.UP
416.869.3300

Guests can also seek assistance from one of our Guest Services Representatives.

1. UP EXPRESS

UP Express transports guests between UP Express Station at Toronto Pearson International Airport Terminal 1 (Pearson Airport Station) and Union Station with stops along the way at Weston and Bloor Stations.

Subject to any advertised restrictions, UP Express guests may board any train for which their ticket is valid, however, seating and capacity cannot be guaranteed.

2. GUEST RESPONSIBILITIES

2.1. GUESTS ARE ADVISED TO ALLOW ENOUGH TIME FOR THEIR JOURNEY TO TORONTO PEARSON INTERNATIONAL AIRPORT

Your airline or travel agent will notify you of the minimum recommended check-in time at Toronto Pearson International Airport.

To allow plenty of time for check-in procedures, baggage drop-off and security checks, always arrive at Toronto Pearson International Airport well in advance of your flight. Remember, there may be queues at airline check-in desks. Please visit the Canadian Air Transport Security Authority (CATSA) website <http://www.catsa.gc.ca/home> for details regarding flight times and other flight information.

Also, allow adequate time to get from the UP Express Pearson Airport station at Terminal 1 to the check-in desk for your minimum check-in time. Guests connecting to Terminal 3 should allow for additional time to transfer between terminals. Terminal transfers can be made free of charge using the Pearson Terminal Link Train, which departs regularly.

For further information on the Link Train please visit www.torontopearson.com.

2.2. GUESTS ARE ADVISED TO VERIFY THEIR TICKETS AT THE TIME OF ISSUE

When you purchase an UP Express ticket, please make sure it is the correct ticket type and for the designated origin and destination on the ticket. If possible, draw any apparent errors to the attention of the UP Express staff immediately.

2.3. GUESTS ARE ADVISED TO ENSURE THEY ARE ON THE CORRECT TRAIN AND EXIT AT THE CORRECT STATION

Please make sure you board the correct train and de-board at the correct station. UP Express cannot be held responsible for any loss or delay if you do not do so.

3. TICKETS

3.1. TICKETS MUST BE PURCHASED PRIOR TO BOARDING

Tickets are needed for all journeys on UP Express, and must be purchased before boarding. UP Express tickets are not sold onboard the train.

PRESTO CARD USERS

Guests are able to use PRESTO cards on the UP Express system. There are four ways guests can purchase a PRESTO card:

- Visit a service counter at any GO Transit station or UP Express station
- At select Shoppers Drug Mart locations
- At select Ticket Vending Machines. For additional information click here
- Online – to order a PRESTO card online please visit **www.prestocard.ca** for more details

Guests who currently hold PRESTO cards can load (add value), and/or check the balance of their PRESTO card:

- Through the Fare Vending Machines at Bloor, Weston or Pearson Airport stations
- By logging in online via PRESTO website (www.prestocard.ca)
- By visiting the service counter
- By calling PRESTO at 1.877.378.6123
- At select Shoppers Drug Mart locations
- Through the PRESTO Mobile Application (<https://www.prestocard.ca/en/about/presto-app>)

How to use PRESTO on UP Express – Going to or from the Airport

Fare transactions made on PRESTO cards for trips that are to or from the Airport are validated by tapping a PRESTO card ON a designated UP Express PRESTO Fare Payment Device located at all UP Express stations at the beginning of the trip, and by tapping OFF on an UP Express PRESTO device at the final destination. PRESTO cards are transferable, but may only be used by one individual per trip.

Guests tapping ON an UP Express Fare Payment Device will have the maximum fare from their point of origin deducted from their PRESTO card. When they arrive at their destination, the guest must tap OFF at an UP Express Fare Payment Device to close the transaction. At this point, if their trip's fare is less than the maximum, the PRESTO card will be credited accordingly.

Example – When a guest enters the UP Express system at Weston station en route to Pearson station, the moment the guest taps ON an UP Express designated Fare Payment Device, the guest will be charged the maximum fare (which in this case would be from Weston station to Union station). Once the guest taps OFF at an UP Express designated Fare Payment Device at Pearson station, the transaction will be closed and processed at the appropriate Weston to Pearson fare (rather than Weston to Union).

In the event that a guest forgets to tap OFF at an UP Express PRESTO Fare Payment Device once they reach their final leg of their journey, they will be charged the maximum fare from the station where the guest initially tapped ON.

Please note that all PRESTO transactions on UP Express Fare Payment Devices are closed and processed after 60 minutes of the guest's initial tap ON when entering the UP Express system. Be sure to board within 60 minutes of your tap ON

While on-board the train, PRESTO card users will be requested by the Guest Services Representative and/or proper authority to provide their card for inspection purposes.

How to use PRESTO on UP Express – Going to or from non-Airport stations

Guests who wish to travel from a non-Airport station to another non-Airport station (Union, Bloor or Weston stations) can tap their PRESTO card on an UP Express Fare Payment device. If a Guest taps ON an UP Express Fare Payment device, they must tap OFF an UP Express Fare Payment device once they reach their destination. In case of an accidental tap ON/OFF a GO Transit Fare Payment device, guests may reverse the tap as detailed below. Please note that Guests will still need to tap ON (or tap OFF, as appropriate) on the correct device.

While on-board the train, guests will be requested by the Guest Services Representative and/or proper authority to provide their card for inspection purposes.

Reversing PRESTO card taps

In the event that a guest would like to reverse (cancel) their tap ON from an UP Express Fare Payment Device, guests can immediately reverse the tap ON by pressing the correction button (indicated by the "X" symbol) until the "Fare Payment Reversal" screen appears and re-tapping their card on the UP Express Fare Payment Device. The amount deducted will be credited back to the PRESTO card. Please note that the reversal must be completed at the same station within sixty (60) minutes of the initial tap ON. For further assistance, guests can contact Guest Services, speak with a Guest Services Representative, or call PRESTO at 1-877-378-6123.

If a guest taps OFF on the wrong device (completing their transaction), they may contact PRESTO at 1.877.378.6123 for assistance.

For more information about PRESTO card, please visit www.prestocard.ca

Full PRESTO card refund

Guests can obtain a refund on the balance of their PRESTO cards subject to a four percent (4%) administration fee. For cards that have a balance under \$50, cards can be refunded at the Service Counter. For cards that have a balance over \$50, a mail-in form must be sent to PRESTO. Visit www.prestocard.ca for more information. In either case, cards must be returned to PRESTO once refunded.

Note that a PRESTO card balance cannot be refunded if the card has a negative balance.

3.2. BUYING A TICKET

A range of e-tickets can be purchased from the UP Express website at www.upexpress.com or on our mobile application (available for iPhone, Android, and Windows-based devices) (the “Mobile Application”). These tickets will have a barcode and will need to be visible (via print-out or via mobile display) for verification and inspection.

Other fare products may be available and must be used as required. Please note that a maximum of 20 e-tickets can be purchased in a single transaction online. For large ticket purchases, please refer the Business, Group and Conference Tickets fares in section 3.6.

You may buy a ticket using the following methods:

Method of Payment	Ticket Type					
	E-Ticket from Website	E-Ticket from Mobile Application	Paper Ticket from Full-Service Counter	Paper Ticket from UP Express Ticket Vending Machines	Paper Ticket from Mobile Guest Services Representative (off board only)	PRESTO Card Inspection from Card Reader
Cash (\$CDN or \$US)	x	x	✓	✓	x	x
Visa, MasterCard, American Express	✓	✓	✓	✓	✓	x
Interac, Debit	x	x	✓	✓	x	x
PRESTO Card	x	x	✓	x	x	✓

UP Express offers the following fare categories:

	Definition	Requirements
Adult	Guests between 20 and 64 years of age (inclusive)	Must provide Proof of Age Identification upon request
Child	Guests 12 years of age and under	
Student	Guests between 13 and 19 years of age (inclusive) or Post-Secondary students with valid GO Transit ID	
Senior	Guests 65 years of age and over	
Family	Up to two adults, and up to three guests 19 years of age and under	
Meeter & Greeter Return	This a return trip ticket to Pearson Airport and expires 4 hours after your first trip	Guests must originate from Union, Bloor or Weston stations only
Family Meeter & Greeter Return	Up to two adults, and up to three guests 19 years of age and under This is a return trip ticket to Pearson Airport and expires 4 hours after your first trip	
Long Layover Return	This is a return trip ticket from Pearson Airport and expires 7 hours after your first trip.	Guests must originate from Pearson station
Family Long Layover Return	Up to two adults, and up to three guests 19 years of age and under This is a return trip ticket from Pearson Airport and expires 7 hours after your first trip.	Guests must originate from Pearson station

3.3. WEBSITE AND MOBILE APPLICATION TERMS OF USE

By accessing the UP Express website and/or opening an account and/or purchasing an e-ticket you are agreeing to be bound by and comply with the relevant terms and conditions of purchase and use or access. The UP Express website Terms of Use are located online at www.upexpress.com; the UP Express Mobile Application End-User License Agreement governing use of the UP Express mobile app is located within the application itself.

Accounts

When you open an account with UP Express, you agree to provide information about yourself that is true, accurate, current and complete, and to keep such information true, accurate, current and complete. Your account designation may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account designation and password are personal to you. You are responsible for maintaining the confidentiality of your password and account designation and are fully responsible for all activities that occur under your password or account (including purchases).

In this regard you agree to immediately notify UP Express of any unauthorized use of your password or account designation or any other breach of security. You will also ensure that you log-out from your account at the end of each session. UP Express is not under any obligation to verify the actual identify or authority of any user of an account designation or password. UP Express may require you to change your account designation and/or password if we believe your account is no longer secure or if we receive a complaint that your account designation violates someone else's rights. UP Express will not be liable for any damages and expenses arising out of or relating to any unauthorized use of an account designation or password contrary to these Terms and Conditions.

You will have no ownership in your account or your account designation. UP Express may refuse registration, cancel an account or deny access to the UP Express website or Mobile Application for any reason without any notice or liability to you or any other person. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies UP Express may terminate your account or any other obligation owed to you without notice.

UP Express may close your account if it is inactive for a period of two and a half years.

Method of Payment

You may pay for your purchase of an e-ticket by using any of the payment options listed in the chart above in section 3.3 and you authorize UP Express to charge the applicable card or account for the purchase price of the e-ticket, including any applicable taxes or other charges. UP Express has contracted Bytemark, Inc. to process e-ticket payments made through the UP Express website and the Mobile Application. You represent and warrant that you are the cardholder of the applicable card or the account holder of the applicable account. If your card is rejected by the card issuer your e-ticket will not be emailed to you and UP Express will have no obligation to fulfill your order.

Orders are processed only after billing address, and other billing information, has been verified. If you have opened an account, your credit card information may be kept on file by UP Express or its agent so that you can purchase additional e-tickets without having to provide that information every time you access the UP Express website or the Mobile Application.

Price

By confirming your purchase at the end of the check-out process on the UP Express Website, you agree to pay UP Express the amount set out as the TOTAL PRICE near the CONFIRM AND COMPLETE ORDER button on the check-out page. By confirming your purchase at the end of the check-out process on the Mobile Application, you agree to pay UP Express the amount set out as the TOTAL PRICE on the CONFIRM PURCHASE page.

The TOTAL PRICE is quoted in Canadian dollars and includes all applicable taxes and third party charges, if any. The Purchase Price will be charged in Canadian dollars to your selected credit card or account by UP Express. The term “Purchase Price” means the TOTAL PRICE as set out on the applicable UP Express Website or the Mobile Application page, as the case may be.

Order Confirmation

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with UP Express Guest Services whether or not your order has been placed. You may be the only one aware of any problems that may occur during the purchase process. Metrolinx, its employees, and agents will not be responsible for any losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Electronic Communications

When you open an account and/or purchase an e-ticket from the UP Express website or the Mobile Application, or send an email to UP Express you are communicating with UP Express electronically. You consent to receive communications about your account and/or purchase from UP Express, and its agents and contractors, electronically. We will communicate with you by email or by posting notices on the UP Express website and mobile application. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3.4. FARE CATEGORY RULES AND CONSIDERATIONS

Ticket Availability and Expiry

- E-tickets expire one (1) year from date of purchase unless otherwise indicated.
 - Once purchased, e-tickets are available for use immediately.
- UP Express Paper tickets (i.e. tickets purchased from an UP Express ticket vending machine, at an UP Express service counter, or through a mobile Guest Services Representative) expire one (1) hour from time of purchase unless otherwise indicated. Please note that these tickets are not transferable.
 - For guests who will be connecting from GO Transit, such tickets will expire one (1) hour upon arrival at any UP Express station.
- Return tickets – after your ticket has been scanned/activated on the first trip, you must wait at least 30 minutes before starting your return trip.
 - The return portion of the ticket is valid for one (1) year from date of issuance provided it is unused.
- Meeter & Greeter Return tickets expire 4 hours after your first trip start time.
- Long Layover Return tickets expire within 7 hours after your first trip start time.
- UP Express reserves the right to require that unused tickets (that have not yet expired) may be exchanged for current tickets in use.

Return Tickets (Available to purchase Online or via the Mobile Application as an E-Ticket Only)

- Adult, Student and Senior concessions are available.
- Return tickets are valid for one individual per trip.

Children 12 Years of Age and Under

- Children 12 years of age and under ride free of charge
- Every Child 6 years of age and under must be accompanied by an adult for the entire journey.
- Children must show valid proof of age identification upon request from the Guest Services Representative and/or proper authority while on the train.

Student

- Students will be entitled to travel at a discounted fare subject to the following conditions:
 - Students must be in possession of Proof of Age identification while travelling in order to confirm upon the time of ticket inspection that they are between the ages of 13-19 (inclusive) or must be valid post-secondary students carrying valid GO Transit identification.

Senior

- Senior citizens that are 65 years of age or older will be entitled to travel at a discounted fare subject to the following conditions:
 - Senior citizens may be asked by a a proper authority to show Proof of Age and, therefore, must carry reasonable Proof of Age identification at all times while travelling with UP Express in order for their ticket to be valid

Family

- A Family ticket may be sold to a group consisting of a maximum of five guests; i.e., up to two adults, and up to three guests 18 years of age and under.
- Guests using a Family ticket must travel together at all times in order to be eligible for the appropriate discount.

On-board

- Guests who do not have proof of fare payment while onboard an UP Express train will be subject to fare enforcement in accordance with Metrolinx By-Laws No.2 and No. 2A.
- UP Express tickets must be purchased before boarding
- PRESTO cards must be tapped at the UP Express PRESTO devices at the UP Express station prior to boarding.

Meeter & Greeter Return Tickets (Available to purchase Online or on the Mobile Application as an E-Ticket or from a Guest Service Representative)

- Guests travelling with UP Express to meet or greet others at Pearson Airport may purchase a Meeter & Greeter round-trip fare product at a reduced rate.
- Guests using this fare type must originate from Union, Bloor, or Weston stations only.

- Meeter & Greeter tickets expire within 4 hours after of initial inspection. Initial inspection will take place on the way to Pearson Airport station and occurs as soon as the guest boards UP Express.
- Guests can also purchase a **Family Meeter & Greeter Return** ticket which is eligible for up to two adults, and up to three guests 19 years of age and under.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Meeter & Greeter tickets may not be used for any other purpose other than travelling to Pearson Airport station and returning to the original station of origin. Guests wishing to travel beyond their station of origin will be required to pay an additional fare.
- In the event that there is an unused portion of the ticket (i.e. only one portion of the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

Long Layover Return Tickets (Available to purchase Online or on the Mobile Application as an E-Ticket or from a Guest Service Representative)

- UP Express guests who have a long layover between flights can purchase a round-trip ticket from Pearson Airport Station at a reduced rate.
- Long Layover tickets expire within 7 hours of initial inspection. Initial inspection will take place leaving Pearson Airport station and occurs as soon the guest boards UP Express.
- Guests are advised to ensure their tickets are initially inspected by UP Express staff before embarking on the UP Express System.
- Long Layover tickets may not be used for any other purpose other than leaving and returning to Pearson Airport Station.
- Guests can also purchase a **Family Long Layover Return** ticket which is eligible for up to two adults, and up to three guests 18 years of age and under.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Long Layover tickets are only available at a reduced rate for guests travelling to Union Station. Guests wishing to use a Long Layover ticket to Weston and Bloor stations may do so but are not eligible for any form of additional discounts.
- In the event that there is an unused portion of the ticket (i.e. only one portion of the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

3.5. ADDITIONAL FARE CATEGORIES AND RULES

Business, Group and Conference Tickets

- Businesses wishing to purchase a large volume of tickets can qualify for discounts – please visit www.upexpress.com for more details.
- Guests who plan to travel in groups larger than 20 people are advised to contact Guest Services in advance of their trip.
- Group/conference travelers who are planning to take UP Express are encouraged to make a group travel request online at www.upexpress.com in order to access discounted ticket sales. Rates will vary – please visit www.upexpress.com for more details.

Airport Employee Tickets

- Qualified Airport Employees are able to purchase reduced one-way and monthly passes. Please visit www.upexpress.com for more details.

VIA Rail-UP Express Interline Tickets

- To make extended travel easier, VIA passengers wishing to connect to the UP Express system can purchase an interline ticket:
 - Online by visiting www.viarail.ca;
 - Calling 1.888.VIA-RAIL (1.888.842.7245) or
 - At select VIA stations
- VIA Rail-UP Express Interline Tickets are not refundable and not exchangeable.
- For prices and more information, please visit www.viarail.ca.

Accessibility (Support Persons)

- Guests who require physical assistance during their use of UP Express services may be accompanied by a Support Person who is capable of aiding such guests, and/or a guide dog.
- Support Persons are permitted to ride the UP Express free of charge and will be issued a Courtesy Ticket upon inspection.
- Please see Accessibility section 7 for more information.

UP Express fares on GO Transit

- Please note that UP Express fares are **not** valid on GO Transit.

GO Transit fares on UP Express

- Please note that GO fares are **not** valid on UP Express.

Rounding US Exchange – all funds will be rounded to the nearest five cents.

3.6. REFUND POLICY

Refund Eligibility

- Only **unused e-tickets are eligible** for full refunds.
- E-tickets are refundable for a period of up to one (1) year from purchase (unless otherwise stated), provided that they are unused.
- Paper tickets (i.e. tickets purchased at a ticket vending machine, at a ticket counter, or through a mobile Guest Services Representative) **are not eligible** for refunds.
- Partially used Meeter & Greeter and Long Layover tickets **are not eligible** for a refund.
- Partially used return tickets are **not eligible** for a refund.
- VIA Rail-UP Express Interline Tickets are **not refundable and not exchangeable.**
- In the event of a service delay greater than 45 minutes, guests may be eligible for compensation up to and/or equal to the fare paid. Guests must contact UP Express within 30 days of their trip.
- Please note that UP Express assumes no responsibility for any consequential loss (missed flight, lost baggage, etc.) related to any form of service disruption.
- Courtesy or Complimentary tickets are not refundable and have no redeemable cash value.

Method of Refund

- All refunds associated with e-tickets can be made by contacting Guest Services or by filling out the “Contact Us” form online at **www.upexpress.com** or on the Mobile Application. Refunds will be made by crediting the credit card used at the time of purchase.
- The value of such refunds will be up to and/or equal to the fare paid.

3.7. EXCEPTIONS

- Except for concessions or special fares provided or as published in bulletins or supplements or posted on the UP Express website (**www.upexpress.com**) from time to time, fares shall be paid for a single one-way ride and no other reduction in fare shall be granted to any class of guest.
- No fare is required to be paid by a police officer as defined in Section 2 of the Police Services Act (Ontario) or a police officer of the Royal Canadian Mounted Police who is in possession of the official identification issued by the police services engaging such officer. For greater certainty, the benefit of this provision does not extend to any Special Constable, By-law Enforcement Officer, any auxiliary or civilian member of a police force, or Canadian Border Services Officers.
- On days that are for National or Provincial recognition of war veterans, no fare is required to be paid by:
 - a war veteran and any person accompanying him or her; or
 - the immediate family of a deceased veteran, provided the individual can provide identification or service papers to prove the relation to the deceased veteran.
- Unless explicitly stated, a ticket is valid only for continuous passage without stop-over on services scheduled to stop at the destination printed or encoded on the ticket.
- Special rates of fare other than regular rates will be effective as published in bulletins, supplements to the Terms & Conditions or as posted on **www.upexpress.com**.

3.8. TRAVEL LIMITATIONS

- It is not permitted for a guest to travel beyond the destination printed, marked or encoded on his or her ticket.
- Under-rides are defined as rides ending earlier than the destination for which the ticket was purchased. Under-riders are not eligible for any form of discount or refund associated with their disembarking at an earlier stop.
- All tickets may be accepted for a station that is not beyond the station printed or encoded within the corridor where the fare for the changed destination is equal to or less than the fare printed or encoded on the ticket.

3.9. INSPECTION OF TICKETS, PASSES AND ID CARDS

- All tickets, passes, and ID cards shall be subject to inspection and/or validation in accordance with the terms of Metrolinx By-Laws No. 2 and No. 2A.

3.10. LOST, MISPLACED OR STOLEN TICKETS

- Metrolinx, UP Express or its operators are not responsible for lost, misplaced or stolen tickets, which will not be replaced or refunded.
- Guests who have purchased e-tickets may contact Guest Services in order to retrieve and/or reprint their e-tickets following a verification process.

4. CLAIMS

- All claims of any nature or character whatsoever must be filled out in writing within twenty-four (24) hours to:
Metrolinx
Claims Management, Risk and Insurance
20 Bay Street, Suite 600
Toronto, Ontario M5J 2W3
Telephone: (416) 869-3600
Email: riskmanagement@metrolinx.com

5. LIMITATIONS OF LIABILITY

- Metrolinx, UP Express, its operators and its resellers are not liable for delays caused by accidents, road or track conditions, snow storms, or other conditions beyond their control or for failure to depart from or arrive at any point, station or destination.
- Metrolinx, UP Express, its operators and its resellers are not responsible for loss or damage to property on UP Express property, including trains.
- Metrolinx, UP Express, its operators and its resellers are not responsible for any costs associated with missed flights at Toronto Pearson International Airport.
- Metrolinx, UP Express, its operators and its resellers are not responsible for any costs associated with missed connections to other travel services.
- Uses of other services are subject to their respective terms and conditions.
- Metrolinx, UP Express is not responsible for administering any refunds on tickets sold by its resellers.
- **Metrolinx, UP Express, its operators and its resellers are in no event liable or responsible for any indirect, consequential, punitive or special damages.**

6. LOST AND FOUND

- Metrolinx, UP Express and its operators assume no responsibility for lost or stolen items at UP Express stations, on trains or at any other UP Express property.
- Any lost property found within the UP Express system will be given into the custody of the Lost and Found Office.
- A Guest must allow for up to 72 hours processing time for items to arrive at the Lost and Found Office.

- To inquire about any items lost or found on UP Express property, including trains and stations, guests should contact
 Union Pearson Express
 97 Front Street West, Suite 200
 Toronto, Ontario, M5J 1E6
 Canada
 1.844.GET.ON.UP
guestservices@upexpress.com

7. ACCESSIBILITY

- Guests with disabilities who require assistance when travelling on UP Express are encouraged to call or email UP Express Guest Services in advance of their trip in order to be accommodated accordingly. UP Express staff will make reasonable efforts to provide assistance where possible.
- Support Persons who assist guests with a disability are permitted to ride UP Express free of charge.
- A wheelchair or a mobility aid of the guest with a disability will be permitted onboard the train.
- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation.
- Guests requiring accessibility assistance at Toronto Pearson International Airport are encouraged to make pre-arrangements with the GTAA Airport Customer Assistance Program (ACAP). Please visit www.torontopearson.com or call 416.776.ACAP for more details.

8. RIGHTS RESERVED

8.1. REFUSAL OF PASSAGE

- A proper authority may refuse passage on UP Express services in accordance with By-Law No. 2.

8.2. PROOF OF VALID FARE PAYMENT

- Guests unable to produce proof of valid fare payment when requested by a proper authority will be subject to the penalties and enforcement measures set out in Metrolinx By-law No. 2 regulating the use of the regional transit system.

8.3. STOPS

- Trains shall be required to make station stops as indicated in the operating timetables established by UP Express except for accidents, road or track conditions, extreme weather, or other conditions beyond their control or where for reasons of safety an alternate stopping place is required.

8.4. TRANSFERRING GUESTS

- UP Express and its operators shall have the right, wherever required by operating circumstances, to transfer guests from one train to another train, to a bus, or a combination of both.

8.5. SCHEDULE REVISIONS

- UP Express reserves the right to modify schedules without notice.

8.6. CAPACITY

- UP Express cannot guarantee sufficient capacity on any train or bus to accommodate any or all guests.

8.7. SEATING

- UP Express reserves full control and discretion as to seating of guests and the right to change such seating should it be deemed necessary at any time during the trip, provided that seating arrangements will be made without regard to race, colour, sex, creed, national origin or other prohibited ground of discrimination described in Section 1 of the Ontario Human Rights Code, R.S.O. 1990, Chapter H.19.
- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation. See Accessibility Section 7 for more details.

8.8. SMOKING

- Smoking (including the use of e-cigarettes) is NOT permitted on UP Express property, except in locations specifically designated and signed as smoking areas.

8.9. ANIMALS

A maximum of two leashed dogs can travel with you when you board on weekdays between 9:30 a.m. and 3:30 p.m. and from 6:30 p.m. until the end of service, and all day on weekends and holidays. Outside of these hours, dogs are welcome on board but must be in a pet carrier that can fit on your lap or under your seat.

To make your journey with us as smooth as possible, please follow these rules for travelling with your leashed dog:

- Be sure to pick up after your dog, but do not dispose of their waste on trains.
- Be considerate to others and keep your dog out of the way and off the seats.
- Always ensure your dog is secured properly with a leash capable of maintaining control of your dog.
- Keep your dog with you at all times for its safety and the safety of others.
- Ensure your dog does not disrupt the enjoyment of other passengers.
- All other pets must be in a carrier at all times while on board.

We haven't made any changes to our service animal policy. Service animals are welcome on board with their owners all day, every day, and must wear a vest and have identification from an accredited training organization.

9. GUEST CONDUCT IN STATIONS, TERMINALS, VEHICLES AND PARKING LOTS

9.1. PARKING AT WESTON STATION

- Guests wishing to park at Weston Station may do so except during overnight hours between 2am and 5am.
 - Guests who park their vehicles overnight at Weston Station will be subject to any or all fees and/or fines or will have their vehicle towed in accordance with relevant Metrolinx bylaws, as found at www.gotransit.com.

9.2. PARKING AT ALL OTHER GO TRANSIT PARKING LOTS

- Guests are advised to follow the associated Metrolinx by-laws when parking at all other GO Transit parking lots. Please visit www.gotransit.com for more details.

9.3. PAYMENT OF PARKING VIOLATION NOTICES

- For information regarding how to pay and/or dispute parking violation notices, please visit: <https://www.gotransit.com/en/travelling-with-us/dealing-with-a-fine/parking-infraction-notice>

9.4. GUEST CONDUCT ON UP EXPRESS SYSTEM

- All guests on UP Express are required to comply with the conduct requirements and prohibitions, as determined by Metrolinx from time to time, set out in By-Law No.2 and/or any other public posting on the UP Express website.

9.5. PAYMENT OF NOTICE OF VIOLATION

- For information regarding how to pay and/or dispute a Notice of Violation, please visit <https://www.upexpress.com/public/notice-of-violation.pdf>

10. BAGGAGE

- UP Express will normally accept accompanied luggage on the UP Express provided it meets the following criteria:
 - Will not cause injury, danger or inconvenience, damage to property or delay to trains;
 - There is enough room for it;
 - It does not exceed 158 cm in overall dimensions (length plus height plus depth);
 - It does not exceed 23-32kg (50-70lb); and
 - It is carried or packaged in a suitable manner.
- UP Express reserves the right to refuse luggage even if it has been accepted on a previous occasion or is normally accepted.
- If you bring any luggage onto UP Express trains or premises, you will be responsible for any injury, damage or loss caused by it as a result of its condition or your failure to take reasonable care of it.
- Larger baggage items, including sporting equipment such as skis and golf bags, and various musical instruments are to be placed in available oversized baggage storage spaces if the size permits.
- Bicycles are permitted on UP Express during non-rush hour times. Guests may not bring bicycles on board between 6-10am and 3-7pm, Monday to Friday. Our Guest Services Representatives will be happy to show you where these need to be placed on board.

- No powered or motorized vehicles will be carried with the exception of wheelchairs, which will be carried free of charge.
- UP Express is not responsible for any lost, damaged or tampered with baggage.
- UP Express staff may refuse passage to any guest with baggage that:
 - Is in violation of the Canadian Air Transport Security Authority (CATSA) guidelines. For more information on CATSA, visit www.catsa-acsta.gc.ca;
 - UP Express staff feels may pose a risk to other guests; and/or
 - Is in violation of UP Express posted baggage policy (see www.upexpress.com).
- Guests are permitted to have others (without a ticket) assist them with baggage to board the train, assuming they leave the train before time of departure and are in compliance with guest policies. Guests are, however, responsible for their baggage throughout the duration of the trip and upon disembarking. Porter service is only available at Toronto Pearson International Airport in terminals 1 and 3. For more information, please visit www.torontopearson.com/.

11. PRIVACY POLICY AND AUTHORIZATION FOR INFORMATION SHARING

You agree that any information provided in connection with the use of UP Express may be collected, used and disclosed in compliance with the Metrolinx Privacy Policy. The Metrolinx Privacy Policy can be accessed by visiting the UP Express website at www.upexpress.com (the “UP Express Website”). You hereby certify that all information provided by you to UP Express is correct and that you will notify UP Express in the event of any changes to such information.

You authorize UP Express to share all such information and data with its service providers and otherwise as provided in the Metrolinx Privacy Policy.

12. AIRPORT EMPLOYEE PROGRAM

This section states the terms and conditions which specifically apply to your participation in the UP Express Airport Employee Program. These terms are in addition to any and all other terms and conditions applicable to UP Express, as well as the applicable Metrolinx By-Laws, all of which also apply to you. By participating in the UP Express Airport Employee Program, you acknowledge that you have read, understood and agree to abide by and comply without limitation or qualification, to the provisions of this section. If you do not agree with any of these terms, you cannot participate in the program.

UP Express Airport Employee Program Eligibility

To qualify for the UP Express Airport Employee Program, it is a prerequisite that you be employed on Toronto Pearson Airport Grounds, and possess a Toronto Pearson Restricted Area Identity Card (RAIC) identification card or have an employee photo ID which clearly indicates “YYZ”, “Toronto Pearson” or “GTAA”.

Note that your RAIC identification card or your employee photo identification card must be shown upon ticket validation or at the request of a proper authority.

Fare Class and Features

By registering into the UP Express Airport Employee Program you will have the ability to purchase a Monthly Pass UP Express e-ticket or a One-Way UP Express e-ticket at a discounted rate (the "Airport Program Fare") on www.upexpress.com or the UP Express Mobile Application.

Note that One-Way tickets are also available at UP Express Service Counters at Pearson Airport in UP Express Terminal 1 and at Union Station. Valid identification will be required in order to purchase One-Way tickets from a Service Counter. Note that One-Way tickets purchased at a Service Counter are **non-refundable** and are for **immediate use only** as they will expire 30 minutes after issuance. Fares under the UP Express Airport Employee Program are subject to increase at any time.

Tickets purchased by you through the UP Express Airport Employee Program cannot be sold to any other person or entity.

You acknowledge that UP Express has the right to monitor your participation in the UP Express Airport Employee Program to ensure compliance with these Terms and Conditions.

Monthly Unlimited Travel Pass

The Monthly Pass is valid for unlimited travel by the employee to which the ticket was issued.

- Monthly Passes are valid for unlimited trips between any selected origin-destination stations in either direction
- Monthly Passes expire 1 year after purchase provided they are unused
- Monthly Passes cannot be used for the first time after the 15th day of any given month
- Once used, Monthly Passes will expire on the last day of the month at the end of service day (0200)
- Once used, Monthly Passes are **non-refundable**.
- Use is restricted to airport employees with a valid RAIC or a valid employee photo identification card

One-Way Tickets

Each One-Way ticket is valid for one trip between any selected origin-destination stations in either direction.

If the One-Way ticket is purchased through the website or the UP Express Mobile Application, they are refundable up to one year after purchase provided they are unused.

If the One-Way ticket is purchased at a Service Counter, the ticket must be used within 30 minutes of issuance and is non-refundable.

Use is restricted to persons who are eligible to qualify for the UP Express Airport Employee Program. If you violate the terms and conditions herein you may be excluded from the program at UP Express' sole discretion.

Accounts

To participate in the UP Express Airport Employee Program on the website or UP Express Mobile Application, you will be required to register with UP Express at **the Service Counter** at either Pearson Airport in Terminal 1 or at Union Station. Once registration is verified, you will have to create an online account at **www.upexpress.com**.

Suspension or Termination

UP Express may suspend or discontinue the UP Express Airport Employee Program at any time and for any reason.

UP Express may suspend or terminate your participation in the UP Express Airport Employee Program at any time and for any reason.

Electronic Communications

If you create an account through the UP Express website, you consent to receive communications about your participation in the UP Express Airport Employee Program from UP Express electronically. We will communicate with you primarily by email. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. CHANGES TO THESE TERMS AND CONDITIONS

UP Express may amend these Terms and Conditions at any time without notice, including any rights or obligations you or we may have. UP Express will post the amended Terms and Conditions on the UP Express Website and the UP Express Mobile Application. As permitted by applicable law, any amendment will become effective at the time we post the amended Terms and Conditions on our website or mobile application. Unless we state otherwise, the amendment will apply to your future and existing use of UP Express. You are deemed to accept the amended Terms and Conditions if you use UP Express after such amendments are made.

14. CUSTOMER INQUIRIES

If you have any questions or concerns, please feel free to contact UP Express Guest Services.

You agree that you will not join your claim with any other person's claim and you expressly agree to waive any right you may have to begin or participate in any class action or proceeding against us and/or such parties, and you also agree to opt out of any class action or proceeding against us or such other parties.

15. GENERAL

Severability

The invalidity of any term or terms of this document shall not affect any other term of this document, which shall remain in full force and effect.

Language

It is the express wish of the parties that this document and any related documents be drawn up and executed in English.

Governing Law

This document shall be governed by the laws of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of the Province Ontario.

Please note that these Terms & Conditions are subject to change. Always check www.upexpress.com for the most up to date Terms & Conditions.

16. DEFINITIONS

“Agent” means a travel agent, a Train Company, a Rail Service Company, Union Pearson Express or any agents acting on behalf of UP Express.

“Courtesy Ticket and Complimentary Tickets” means a paper based ticket issued to guests upon time of inspection by a Guest Services Representative. Guests must meet specific criteria as outlined above. These tickets are non-refundable and have no redeemable cash value.

“E-Tickets” refers to tickets purchased online from www.upexpress.com. These tickets can be printed and/or displayed on a mobile device for inspection purposes.

“GO Transit” means the regional public transit service provider for the Greater Toronto and Hamilton Area. GO Transit is an operating division of Metrolinx, an agency of the Government of Ontario.

“GTAA” means the Greater Toronto Airports Authority, responsible for operations at Toronto Pearson International Airport.

“Guest” means any passenger or customer using UP Express System.

“Guest Services Representative” is an agent that works solely on the UP Express system.

“Metrolinx” means the agency of the Government of Ontario that, under the Metrolinx Act, 2006, coordinates and integrates all modes of transportation in the Greater Toronto and Hamilton Area.

“Paper tickets” refers to tickets purchased at a ticket vending machine, at a ticket counter, or through a mobile Guest Services Representative, and expire one (1) hour from time of purchase unless otherwise indicated.

“Proof of Age” means identification including government-issued photo ID, passport or any other reasonable proof of age document which bears the guest’s photo, name and birth date.

“Proper Authority” has the meaning ascribed to it in Metrolinx By-law No. 2.

“Support Person” means a Guest who is accompanying a person with a disability and who assists with communication, mobility, vision, personal care/medical needs or with access to goods, services or facilities. Support Person eligibility is at the discretion of UP Express staff.

“Ticket” has the meaning ascribed to it in Metrolinx By-law No. 2.

“UP Express Staff” refers to Guest Services Representatives, Station Attendants, Transit Safety Officers, Revenue Protection Officers, or any or all staff employed by UP Express and/or Metrolinx.

“UP Express System” means all trains (or other vehicles) and stations operated by or on behalf of UP Express including Toronto Pearson International Airport, Weston, Bloor and Union stations.