

## UPass Arc Card

### Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

**YOUR USE OF THE UPASS Arc CARD IS DEEMED TO BE  
ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

1. You are solely responsible for being aware of these UPass Arc Card Terms and Conditions, any bylaws, rules, or guidelines governing the use of the transit systems of any of the Participating Municipalities, and any privacy policies of the Participating Municipalities.
2. Any inconsistencies between these UPass Arc Card Terms and Conditions and the transit fare policies of each Participating Municipality shall be resolved in favour of the relevant transit fare policy.
3. In these UPass Arc Card Terms and Conditions , the following words shall have the meanings set forth below:
  - a. **“Participating Municipality”** means the following municipalities:
    - i. The City of Edmonton;
    - ii. The City of St. Albert;
    - iii. The City of Fort Saskatchewan;
    - iv. The City of Leduc;
    - v. The City of Spruce Grove;
    - vi. The City of Beaumont; and
    - vii. Strathcona County;
  - b. **“Fare Paid Zone”** means any area identified within the applicable transit bylaw of a Participating Municipality where proof of fare payment is required;
  - c. **“Arc Card Reader”** means the reading device located on buses and transit platforms where riders can tap their UPass Arc Card to validate their right to use the Services;
  - d. **“Services”** means the following transit services being provided by or on behalf of one or more of the Participating Municipalities:

- i. Edmonton Transit Service buses, LRT vehicles, DATS, and airport service;
  - ii. St. Albert Transit local buses, commuter buses, and Handibus;
  - iii. Fort Saskatchewan Transit local buses and commuter buses;
  - iv. Leduc Transit local buses and commuter buses;
  - v. Spruce Grove Transit local buses and commuter buses;
  - vi. Beaumont Transit local buses and commuter buses; and
  - vii. Strathcona County Transit local buses and commuter buses;
- e. **“Transit Employee”** means an employee or duly authorized agent of any one or more of the Participating Municipalities;
- f. **“Peace Officer”** means a peace officer as set forth in the *Provincial Offences Procedure Act*, RSA 2000, C P-34;
- g. **“Arc Vending Machine”** means a vending machine operated by or on behalf of the Participating Municipalities for the distribution of UPass Arc Card related products and information;
- h. **“Arc Card Website”** means a publicly accessible website created by or on behalf of the Participating Municipalities to communicate information regarding the UPass Arc Card and similar transit fare products and located at [www.myArc.ca](http://www.myArc.ca);
- i. **“UPass Arc Card”** means the reusable electronic card issued by the Participating Municipalities or the ONE AT NAIT student ID issued by NAIT for transit use in connection with the UPass Program, in accordance with these UPass Arc Card Terms and Conditions; and
- j. **“UPass Program”** means the program operated by the Participating Municipalities and participating post-secondary institutions for the provision of transit fare products to certain eligible students of the said institutions.

#### **USING YOUR UPASS Arc CARD**

4. You must have a valid UPass product duly registered and associated with your UPass Arc Card prior to using the UPass Arc Card as a fare payment instrument.
5. You must present your UPass Arc Card at an Arc Card Reader as a valid form of fare payment to enter into a Fare Paid Zone.
6. You must present your UPass Arc Card at an Arc Card Reader when exiting a Fare Paid Zone.
7. You must not permit any other person to use your UPass Arc Card to gain entry to a Fare Paid Zone.

8. You must not deface, alter, or duplicate your UPass Arc Card or create a counterfeit UPass Arc Card.
9. You must remain in possession of your UPass Arc Card at all times while using the Services or while in a Fare Paid Zone, and must produce your UPass Arc Card together with a valid student ID at the request of any Transit Employee or Peace Officer.
10. The UPass Arc Card is not an account, does not store any value, and has no cash value.
11. The UPass Arc Card shall only remain valid for the period during which you are a qualified participant in the UPass Program in accordance with the rules applicable to your post-secondary institution. For more information regarding qualification criteria, please consult your student association.

#### **MISUSE OF YOUR UPASS Arc CARD**

12. You are solely responsible for any and all uses made of your UPass Arc Card, including any unauthorized uses or transactions. It is your responsibility to closely monitor the transactions and use of your UPass Arc Card.
13. If the Participating Municipalities, or any employee or agent of the same or Peace Officer, determines that you are ineligible to participate in the UPass Program, have opted out of the UPass Program, or if the UPass Arc Card being presented for use is unauthorized, fraudulent, or otherwise unlawful, then they may, without limitation:
  - a. block your UPass Arc Card;
  - b. refuse to allow you access to a Fare Paid Zone, or require an alternate form of valid payment before allowing entry to a Fare Paid Zone; and
  - c. take any other enforcement step permitted under the relevant transit bylaw or any other applicable laws, rules, or orders.
14. Failure to comply with any portion of these UPass Arc Card Terms and Conditions may result in either the blocking of your UPass Arc Card and the issuance of a ticket or other enforcement action under the relevant transit bylaw or any other applicable laws, rules, or orders.

#### **REPLACEMENT OF YOUR UPASS Arc CARD**

15. Replacements for a lost or stolen UPass Arc Card may only be sought from your student association.
16. You must take all reasonable care to prevent your UPass Arc Card from being defaced, altered, damaged, lost, or stolen. You bear the risk of loss if your UPass Arc Card is defaced, altered,

damaged, lost, or stolen. If your UPass Arc Card is defaced, altered, damaged, lost, or stolen you must report this to your student association.

17. The Participating Municipalities shall not be required to provide any refund or reimbursement of any kind for the UPass Arc Card, for any reason whatsoever.

## PRIVACY

18. Any information you provide as a result of your use of your UPass Arc Card may be collected, aggregated, analyzed, used and disclosed in compliance with the privacy policies of the Participating Municipalities and in accordance with the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25. **Questions about the collection, use and disclosure of personal information can be directed to the Fare Program Manager at 780-496-5789 or to [FareProgramManager@edmonton.ca](mailto:FareProgramManager@edmonton.ca).**
19. You must take all reasonable steps to care for and protect your travel and transaction history and information. Information included on your UPass Arc Card account includes travel and transaction history. Information displayed at an Arc Vending Machine may include travel and financial transaction history, and the validity and expiry date of any fare products on the applicable UPass Arc Card account. Information displayed at an Arc Card Reader may include the validity of travel rights and expiry warnings of any Period Passes or Program Passes on the applicable UPass Arc Card account, and low purse balance warnings. The travel and financial transactions and fare product information on a UPass Arc Card is available to any person in possession of the applicable UPass Arc Card.

## GENERAL

20. These UPass Arc Card Terms and Conditions may be amended at any time by the Participating Municipalities by posting the amended Arc Card Terms and Conditions on the relevant Arc Card website. You will be deemed to have received notice of any such amendments to these UPass Arc Card Terms and Conditions seven days after the said amendments are posted on the Arc Card website. Your use of your UPass Arc Card after that date will be deemed acceptance of the amended UPass Arc Card Terms and Conditions.
21. The Participating Municipalities make no representations or warranties of any kind, express or implied, with respect to the use or operation of the UPass Arc Card and will not be liable for any loss, damage, delay, expense or inconvenience resulting therefrom, whether direct or indirect.
22. The Participating Municipalities will 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; viruses or other harmful code; criminal acts; riots; acts of God; epidemic or pandemic; labour disputes and actions;

accidents; shutdowns for purpose of emergencies or repairs; partial or entire failure of utilities or other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the Participating Municipalities.

23. Each UPass Arc Card is uniquely identified by a serial number printed on the back of the card. The rights associated with the UPass Arc Card and these UPass Arc Card Terms and Conditions will apply to anyone using the UPass Arc Card, whether such person is the original cardholder or, if permitted, a cardholder to whom the UPass Arc Card has been transferred for use by such person.
24. The Participating Municipalities may assign, transfer or dispose of all or part of their rights, obligations and interests in or under these UPass Arc Card Terms and Conditions at any time without further consent and without notice to you. You shall not assign your obligations or benefits under these UPass Arc Card Terms and Conditions.
25. Each of the provisions contained in these UPass Arc Card Terms and Conditions will be severable and distinct from one another and if any one or more provisions of these UPass Arc Card Terms and Conditions is now or is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or compromised.
26. Headings used in these UPass Arc Card Terms and Conditions are for ease of reference only and will in no way affect the interpretation of these UPass Arc Card Terms and Conditions.
27. These UPass Arc Card Terms and Conditions will be governed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

Please direct any questions, comments or communications regarding these UPass Arc Card Terms and Conditions to: Fare Program Manager at 780-496-5789