

Compass Card Terms and Conditions of Use

YOUR USE OF THE COMPASS CARD IS DEEMED ACCEPTANCE OF THESE COMPASS CARD TERMS AND CONDITIONS OF USE, THE TRANSIT TARIFF, AND THE PRIVACY POLICY.

ANY INCONSISTENCIES BETWEEN THESE COMPASS CARD TERMS AND CONDITIONS OF USE AND THE TRANSIT TARIFF SHALL BE RESOLVED IN FAVOUR OF THE TRANSIT TARIFF.

A. DEFINITIONS

Account means an online account created by any person on the Compass Website, or by visiting or calling Compass Customer Service.

AutoLoad means the Positive Value, in the form of a Period Pass or Stored Value, that a Registered User authorizes TransLink to automatically load on to his/her Registered Card.

Bike means a vehicle with two wheels in tandem and equipped with manually operated pedals, and includes a bicycle with an electric motor that is assisted by manually operated pedals but does not include any motor-assisted scooters or Vespa-style electric scooters.

Bike Parkade(s) means any of the indoor physical storage facilities for Bikes located at transit stations in the Transportation Service Region, as listed at translink.ca/bikeparkade.

Bike Parkade Program means the program that allows enrolled Registered Users to enter Bike Parkades to store their Bikes.

Card Reader has the meaning assigned to this term in the Transit Tariff.

Cardholder means any natural person who has obtained or been issued a Compass Card.

Compass as Access Token Program means the program that allows Cardholders to use their Compass Cards as tokens to access vehicles of Participating MSPs.

Compass Card means a long-term use, reusable electronic Compass fare card and/or Compass Wearable for transit use in the Transportation Service Region, in accordance with these Compass Card Terms and Conditions of Use and the Transit Tariff.

Compass Customer Service means customer service that can be reached by calling 604.398.2042, by emailing customerservice@compasscard.ca or by mail at PO Box 2212, Station Terminal, Vancouver, V6B 3W2.

Compass Retailer has the meaning assigned to this term in the Transit Tariff.

Compass Vending Machine means a vending machine at which a person may obtain a Compass Card (excluding Compass Wearables) or load a Compass Card, located at a SeaBus, SkyTrain, or West Coast Express station or at select retail outlet.

Compass Wearable means a long-term use, reusable electronic Compass smart-chip enabled wearable product or device, other than a long-term use, reusable electronic farecard or Compass Ticket, issued by or on behalf of TransLink for transit use in TransLink’s Transportation Service Region.

Compass Website means the website located at compasscard.ca.

Contractor Access Card means a long-term use access card for use by specific individuals who meet the eligibility requirements set out by a Service Provider in accordance with these Compass Card Terms and Conditions of Use.

Deposit means the \$6.00 deposit payable at the time a Compass Card is obtained, issued or replaced (unless the Deposit is waived pursuant to these Compass Card Terms and Conditions of Use).

Fare Paid Zone means any fare paid zone as defined in the Transit Tariff.

Generic Compass Card means any Compass Card with only active Period Passes and/or Stored Value. For greater clarity, a Generic Compass Card does not include a Compass Card with an active Program Pass.

Insufficient Fare means the amount of transit fare, exceeding Positive Value, owed to TransLink for a transit trip.

Maximum Fare has the meaning assigned to this term in the Transit Tariff.

Participating MSPs means mobility service providers which have entered into agreements with TransLink to participate in the Compass as Access Token Program.

Period Pass means the electronic equivalent of a pass based on a calendar period added on a Generic Compass Card and excluding all Program Passes.

Positive Value means either (a) Stored Value in an amount greater than zero, excluding Deposit, on a Compass Card, or (b) a Period Pass and Stored Value in an amount equal to or greater than zero, excluding Deposit, on a Compass Card.

Privacy Policy means the policy, as updated by TransLink from time to time, governing the collection, use and disclosure of personal information, and which can be found at translink.ca/compasscardprivacy or compasscard.ca/privacy.

Program Pass means the electronic equivalent of a pass issued to a specific individual who meets the eligibility requirements of a specific program as outlined in the Transit Tariff, the program pass agreement or, if applicable, any forms signed by the Cardholder, and that is added on a Compass Card or which exempts the Program Pass Cardholder from payment of a specific fare (including, without limitation, the Canada Line YVR Add-Fare, as defined in the Transit Tariff) which would otherwise be payable in accordance with the Transit Tariff.

Registered Card means a Compass Card that has been successfully linked to a specific Cardholder’s Account through the completion of the registration process as outlined under the “Card Registration for Generic Compass Cards” section or the “Card Registration for Program Passes” section of these Compass Card Terms and Conditions of Use.

Registered User means a Cardholder who has created an Account and to whom a specific Registered Card(s) is linked.

SCBCTA Act means the *South Coast British Columbia Transportation Authority Act* (British Columbia).

Service Providers means TransLink, including a subsidiary of TransLink, or a company operating transit service on behalf of TransLink.

Services mean transit services provided by or on behalf of TransLink in the Transportation Service Region.

Stored Value means the electronic equivalent of cash stored on a Compass Card, excluding Deposit.

Tap In means the presentation and recognition of a Compass Card at a Card Reader as a valid form of fare payment to enter into a Fare Paid Zone as required in the Transit Tariff.

Tap Out means the presentation and recognition of a Compass Card at a Card Reader to exit a Fare Paid Zone as required in the Transit Tariff.

Transit Employee has the meaning assigned to this term in the Transit Tariff.

Transit Tariff means the TransLink Transit Tariff, as updated by TransLink from time to time, found at translink.ca/bylaws. The Transit Tariff sets out the fares for the Services provided by the Service Providers.

TransLink means South Coast British Columbia Transportation Authority.

TransLink Customer Service Centre means the customer service centre that can be reached by visiting the walk-in centre at Waterfront Station.

Transportation Service Region has the meaning assigned to this term in the Transit Tariff.

U-Pass BC Website means the website located at upassbc.translink.ca.

Zones means the dedicated fare zones as defined under the Transit Tariff.

B. GENERIC COMPASS CARDS

The following provisions apply only to Generic Compass Cards. For the provisions applying to:

- Compass Cards with an active Program Pass,
 - Compass Cards with an active Program Pass and a Period Pass,
 - Compass Cards with an active Program Pass and Stored Value, and
 - Compass Cards with an active Program Pass, a Period Pass and Stored Value,
- please refer to section C “Compass Cards with Program Passes” of these Compass Card Terms and Conditions of Use.

For the provisions applying to Contractor Access Cards, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

For the provisions applying to the use of Bike Parkades, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

HOW TO OBTAIN A GENERIC COMPASS CARD

A Generic Compass Card may be obtained through the following authorized methods: (1) online at the Compass Website; (2) by visiting the TransLink Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; (5) at Compass Retailers for Generic Compass Cards; and/or (6) at Compass Vending Machines for Generic Compass Cards with Compass Adult Fare (as defined in the Transit Tariff).

The Cardholder agrees to pay the Deposit and any applicable fees for each Generic Compass Card obtained or issued to the Cardholder.

For the provisions applying to the use of Bike Parkades, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

TRANSFERABILITY OF GENERIC COMPASS CARDS

Generic Compass Cards are transferable in accordance with the Transit Tariff.

FARE PRODUCTS ON A GENERIC COMPASS CARD

A Generic Compass Card can hold the following fare products: (1) Stored Value and/ or (2) Period Passes.

Stored Value and Period Passes can be added on a Generic Compass Card through the following authorized methods: (1) online at the Compass Website; (2) by visiting the TransLink Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; and/or (5) at Compass Vending Machines.

For purchase of Period Passes at Compass Vending Machines, Period Passes for Bus Service, Conventional Transit (as defined in the Transit Tariff) and travel between Canada Line Bridgeport and Templeton stations are only available at Compass Vending Machines located at SkyTrain or SeaBus stations or at select retail outlets. Period Passes for West Coast Express are only available at Compass Vending Machines located at West Coast Express stations and at Waterfront Station (except during Off-Peak Hours, as defined in the Transit Tariff).

STORED VALUE

A Cardholder may purchase Stored Value in the increments available at the time of purchase. The maximum amount of Stored Value that may be held on a Generic Compass Card at any time is \$175.00, which includes the aggregate amount of any Stored Value: (i) loaded onto a Compass Card, and (ii) purchased and available for loading onto a Compass Card.

All Stored Value on a Generic Compass Card is held and denominated in Canadian dollars. No interest or any other earnings will accrue or be paid on the Stored Value on a Generic Compass Card.

Stored Value can be used to obtain Period Passes to be added on the same Compass Card, Compass Tickets (as defined in the Transit Tariff), pay Compass Add-Fares (as defined in the Transit Tariff) on the same Compass Card, for parking passes for West Coast Express stations, and for fees associated with access to Bike Parkades. Parking at West Coast Express stations is subject to the terms and conditions posted at the West Coast Express stations. Use of any Bike Parkade is subject to the provisions set out in section D “General” of these Compass Card Terms and Conditions of Use and any rules posted at Bike Parkades.

PERIOD PASSES: MONTHLY PASSES

For Generic Compass Cards, the validity of a monthly Period Pass will be based on when the monthly Period Pass is loaded on the Generic Compass Card. . A maximum of two (2) monthly Period Passes may be held on a Compass Card at any one time (this maximum includes the aggregate number of monthly Period Passes: (i) loaded onto

a Compass Card, and (ii) purchased and available for loading onto a Compass Card). Loading of the monthly Period Pass occurs at the time of use of the Generic Compass Card at any Card Reader (including at the time of Tap In or Tap Out) for the first time after purchase of the monthly Period Pass as follows:

- a monthly Period Pass loaded on the Generic Compass Card during the period that commences on the 1st day of the current month and ends at the end of the service day on the 15th day of the current month will be valid for the current month. A monthly Period Pass purchased on a Cardholder’s behalf for a specific calendar month, at the sole cost and expense of a real estate developer to satisfy municipal requirements, must be loaded onto a Generic Compass Card by a Cardholder during this period or the monthly Period Pass will expire and not carry over to the following calendar month;
- a monthly Period Pass loaded on the Generic Compass Card during the period that commences on the 20th day of the current month, or in the case of recurring AutoLoads during the period that commences 5 days prior to the end of the month, and ends at the end of the service day on the last day of the current month will be valid for the next month, and no monthly Period Pass will be loaded on to the Generic Compass Card for the current month. The Cardholder will need to have another valid Period Pass or sufficient Stored Value on his/her Generic Compass Card for any trips taken during the current month; and
- no monthly Period Pass will be loaded on to the Generic Compass Card during the period that commences on the 16th day and ends on the 19th day of the current month, and in the case of recurring AutoLoads during the period that commences on the 16th day and ends 6 days prior to the end of the current month. The Cardholder will need to have another valid Period Pass or sufficient Stored Value on his/her Generic Compass Card for any trips taken during the current month, and will need to Tap In the Generic Compass Card during a later period in order to load a monthly Period Pass on to the Generic Compass Card (as detailed in this section above).

PERIOD PASSES: DAYPASSES

A maximum of three DayPasses can be added on a Compass Card at any one time.

DayPasses on Generic Compass Cards will become valid on the service day they are first used and, once they have been used for a Tap In, will expire at the end of service on that day.

Fare products added to a Generic Compass Card on the Compass Website, by calling Compass Customer Service or through AutoLoad may take up to two hours to be processed. Requests made by mail for fare products to be added to a Generic Compass Card will be processed within three business days after the request has been received by Compass Customer Service. The Cardholder will remain responsible for any transit fares and/or other charges incurred in the event the transaction fails for any reason.

FARE PAYMENT USING GENERIC COMPASS CARDS

Any fare owed to TransLink will be automatically applied against fare products on Generic Compass Cards in the following sequence: (1) any active monthly Period Pass (where travel has been initiated), (2) any other Period Pass, (3) Stored Value.

A Cardholder must Tap In before entering a Fare Paid Zone and Tap Out when exiting a Fare Paid Zone, as required in the Transit Tariff. In addition, Cardholders entering the West Coast Express area at Waterfront Station must Tap In again.

If a Cardholder fails to Tap In or Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.

A Cardholder must have Positive Value on his/her Generic Compass Card to Tap In and enter a Fare Paid Zone. For travel on West Coast Express, if the Cardholder is using only Stored Value to travel, the Positive Value of the Stored Value must be at least equal to the Adult West Coast Express One-Way Fare for one Zone during Regular Hours (as defined in the Transit Tariff). If the cost of a transit trip exceeds the Positive Value on a Generic Compass Card upon completion of the trip, the Cardholder will be permitted to exit the transit system within the In-System Time (as defined in the Transit Tariff) but the Cardholder must pay to TransLink the Insufficient Fare in accordance with the “Insufficient Fare When Using a Generic Compass Card” section of these Compass Card Terms and Conditions of Use.

PERIOD PASSES

For Period Pass transactions, the validity of the Period Pass for the specific calendar period will be assessed at Tap In. The Cardholder must ensure sufficient Stored Value is available on his/her Generic Compass Card if the Cardholder’s transit trip exceeds the maximum allowable Zones permitted under the Period Pass added on the Generic Compass Card. The additional fare charged using Stored Value when a Cardholder’s transit trip exceeds the maximum allowable Zones permitted under the Period Pass will be at cash rates, in accordance with the Transit Tariff.

STORED VALUE

For Stored Value transactions (when there is no Period Pass added on the Generic Compass Card), the Maximum Fare for each transit journey is deducted from the Stored Value on the Generic Compass Card at Tap In; at Tap Out on SkyTrain, SeaBus and West Coast Express, the fare is adjusted, based on the Zones travelled.

INSUFFICIENT FARE WHEN USING A GENERIC COMPASS CARD

If a Generic Compass Card holds Insufficient Fare for travel in Zones or for additional transit service beyond that for which the Cardholder has already paid, the Cardholder is required to pay the outstanding fare prior to entering a Zone for which the Cardholder has Insufficient Fare by adding Positive Value to his/her Generic Compass Card.

If a Cardholder enters a Zone for which he/she has Insufficient Fare without paying the Insufficient Fare prior to entering such Zone(s), the Insufficient Fare will be

automatically deducted from the Generic Compass Card, including from the Generic Compass Card Deposit, and a negative balance will be assigned to the Compass Card in the amount of the Insufficient Fare. Once a Cardholder uses his/her Generic Compass Card Deposit to pay, in part or in whole, an Insufficient Fare, the Cardholder will be unable to Tap In and access the Services using the same Generic Compass Card, excluding transfers made during the initial transfer period, until the Cardholder pays the Insufficient Fare in full to TransLink and restores the Deposit and Positive Value to the Generic Compass Card.

TRANSFERS

A Cardholder will be permitted to transfer between transit vehicles of the Service Providers in accordance with the provisions set out in the Transit Tariff.

TRIP REVERSALS

If a Cardholder using only Stored Value unintentionally Taps In using his/her Generic Compass Card to begin a new journey, the Cardholder can reverse the transaction if he/she Taps Out: (1) within 21 minutes of Tap In at a SkyTrain or SeaBus station provided the Tap Out occurs at the same SkyTrain or SeaBus station; or (2) within 60 minutes of Tap In at a West Coast Express station provided the Tap Out occurs at the same station. A Cardholder cannot reverse a transaction resulting from an unintentional Tap In on a bus. If a Cardholder unintentionally Taps In using a Generic Compass Card with a Period Pass, and then reverses the transaction, the expiry of the Period Pass will not be re-set; the Period Pass will continue to expire at the end of service on the last day for which the Period Pass is valid.

EXCURSION FARE

A Cardholder who Taps In at a SkyTrain or SeaBus station and Taps Out at the same station outside of the trip reversal period set out in the “Trip Reversals” section but within the In-System Time (as defined in the Transit Tariff) will be charged an Excursion Fare as set out in the Transit Tariff.

CARD REGISTRATION FOR GENERIC COMPASS CARDS

REGISTRATION

Card registration is optional. A Cardholder may obtain and use a Generic Compass Card without providing any personal information to TransLink and is not required to register.

A Cardholder will only be eligible for loss protection, including refunds of Stored Value and Period Passes, if the Cardholder registers his/her Generic Compass Card and reports his/her Generic Compass Card as lost, stolen or damaged. The Cardholder bears all risk of loss, theft or damage until 2 hours have passed after the Registered Card is reported lost, stolen or damaged. Please see the “Blocking and Replacing Generic Compass Cards” section of these Compass Card Terms and Conditions of Use.

To register a Generic Compass Card, the Cardholder must create an Account. An Account may be created by visiting the Compass Website, by visiting the TransLink Customer Service Centre, by mailing a form to Compass Customer Service, or by calling Compass Customer Service and providing the information required under this section.

A Cardholder must provide the following personal information at the time of registration: (1) legal first and last name; (2) mailing address; (3) phone number; and (4) Generic Compass Card serial number and CVN (as printed on the back of the Generic Compass Card (except in the case of Compass Wearables, the CVN is provided to the Cardholder by TransLink at the time of purchase). If registering a Generic Compass Card by visiting the Compass Website, a Cardholder must also provide an email address. Once registered, the Generic Compass Card(s) will be linked to the Cardholder’s Account.

A Registered User can access his/her Account by logging onto the Compass Website, by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service to:

- update his/her Account;
- access travel and transaction history on his/her Registered Card(s) (transactions from the last 24 hours may not be reflected);
- obtain the Stored Value balance on his/her Registered Card(s) (transactions from the last 24 hours may not be reflected);
- set up AutoLoad on his/her Registered Card(s); and
- report his/her Registered Card lost, stolen or damaged and have the Registered Card blocked or replaced in accordance with the “Lost, Stolen, Damaged or Defective Generic Compass Cards” section and “Blocking and Replacing Generic Compass Cards” section of these Compass Card Terms and Conditions of Use. A Cardholder who reports his/her Registered Card lost, stolen or damaged may have his/her remaining Stored Value balance and Period Pass(es) frozen and have his/her Generic Compass Card cancelled. The Stored Value balance and Period Pass(es) will be frozen within 2 hours of the Cardholder reporting his/her Registered Card lost, stolen or damaged. The remaining Stored Value balance and Period Pass(es) may be transferred to a new Generic Compass Card or refunded to the Cardholder in accordance with the “Refunds and Adjustments for Generic Compass Cards” section of these Compass Card Terms and Conditions of Use.

A Registered User can also transfer Stored Value balances between registered Generic Compass Cards by visiting the TransLink Customer Service Centre.

A Cardholder who registers his/her Generic Compass Card in accordance with this section agrees to: (1) provide information that is true, accurate and complete; and (2) promptly update his/her information, including any changes to his/her legal name, address, telephone number, and payment information.

Any log-in personal identification and/or password the Cardholder is given and/ or creates in order to obtain access to the Compass Website are for the Cardholder’s use only and must be kept confidential at all times. The Service Providers are not

responsible for any access to or misuse of the Cardholder’s information if the log-in personal identification and/or password are used by anyone other than the Cardholder or any person authorized by the Cardholder to access the Cardholder’s information.

AUTOLOAD

A Registered User may authorize automatic loading of Stored Value and/or monthly Period Passes on his/her Registered Card(s) and automatic payment by recurring credit card transactions or by recurring debit transactions to his/her bank account by enabling the AutoLoad feature through his/her Account.

If an AutoLoad for Stored Value is authorized, the amount specified by the Registered User will be added automatically to the Registered Card when the Generic Compass Card’s Stored Value falls below the predetermined amount of \$5.00. The Registered User’s credit card will be charged or his/her bank account debited for the AutoLoad amount specified by the Registered User following the first Tap In with the Registered Card or the first use of the Registered Card after the Stored Value falls below the predetermined amount.

If an AutoLoad for a monthly Period Pass is authorized, the monthly Period Pass will be added automatically on the Registered Card as indicated in the “Period Passes: Monthly Passes” section of these Compass Card Terms and Conditions of Use. The price of a monthly Period Pass is subject to change and the amount that will be charged for an AutoLoad will be the price for the applicable monthly Period Pass in effect at the time the Period Pass is added on the Registered Card, as set out in the Transit Tariff. **The full price of a monthly Period Pass will be charged for an AutoLoad regardless of when during a month the Registered Card is used.**

In authorizing an AutoLoad, the Registered User agrees to: (1) ensure that all information provided to TransLink is true, accurate and complete; (2) promptly notify TransLink of any changes to the Registered User’s legal name, address, telephone number(s), payment information, and other information provided in setting up the AutoLoad authorization; and (3) provide his/her valid credit card number or bank account information and authorize a recurring transaction against the credit card number or bank account for obtaining Stored Value or monthly Period Passes.

If an AutoLoad funding source is declined for a Registered Card, TransLink may: (1) resubmit the failed transaction to the bank; (2) contact the Registered User and request that he/she revise his/her billing information; (3) terminate the AutoLoad set-up; (4) reverse the AutoLoad; and/or (5) block the Registered Card. **The Registered User will remain responsible for any transit fares and/or other charges incurred in the event an AutoLoad transaction fails for any reason.**

TransLink reserves the right to decline a request to authorize AutoLoad on a Registered Card or to accept alternative payment information (credit card number or bank account information) in order to prevent fraudulent use or abuse of AutoLoad features and benefits.

A Registered User may terminate AutoLoad on his/her Registered Card at any time by logging into his/her Account online and disabling the AutoLoad set-up, by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service. A Registered User must provide notice of his/her intent to terminate AutoLoad prior to the 21st of the month prior to the effective date of the termination for a monthly pass, and prior to reaching the predetermined amount of \$5.00 for Stored Value. **Termination requests for AutoLoad may take up to two business days to be processed. The Cardholder will remain responsible for AutoLoad transactions that are scheduled to occur during this two-day period.**

An unregistered Generic Compass Card is not eligible for AutoLoad.

CARDHOLDER FEES FOR GENERIC COMPASS CARDS

TransLink may charge the Cardholder non-refundable fees from time to time set by TransLink in its sole discretion including but not limited to customization fees or card replacement fees.

BALANCE INQUIRIES AND TRANSACTION HISTORY FOR GENERIC COMPASS CARDS

Both a Registered User and a non-registered Cardholder may obtain his/her Stored Value balance and recent transaction history at a Compass Vending Machine.

Registered Users may obtain their Stored Value balance and recent and long term history by calling Compass Customer Service. A Registered User may also view his/her Stored Value balance and transaction history by logging into his/her Account.

A Cardholder of an unregistered Generic Compass Card can view the Stored Value balance on his/her Generic Compass Card by visiting the Compass Website, by visiting the TransLink Customer Service Centre, by calling Compass Customer Service, or at a Compass Vending Machine.

LOST, STOLEN, DAMAGED OR DEFECTIVE GENERIC COMPASS CARDS

The Cardholder must take all reasonable care to prevent his/her Generic Compass Card from being defaced, altered, damaged, lost or stolen.

The Cardholder bears the risk of loss if his/her Generic Compass Card is lost, stolen or damaged. TransLink is not responsible for the loss or theft of, or damage to, a Generic Compass Card or the Deposit, Stored Value or Period Passes added on Generic Compass Cards. A lost, stolen or damaged Generic Compass Card will remain valid and any fare products added on the Generic Compass Card may continue to be used to pay for the Services until the Generic Compass Card’s Positive Value and/or Deposit has been used or expires.

A Registered User should report his/her Registered Card lost, stolen or damaged in which case it will be blocked from further use as provided under the “Blocking and Replacing Generic Compass Cards” section of these Compass Card Terms and Conditions of Use. **Refunds of the Deposit, Stored Value and/or Period Passes on a lost, stolen or damaged Generic Compass Card will be made in accordance with and subject to the “Refunds and Adjustments for Generic Compass Cards” section of these Compass Card Terms and Conditions of Use.**

An unregistered Generic Compass Card cannot be blocked from further use.

If a Generic Compass Card malfunctions (other than any malfunction as a token to access a Participating MSP’s vehicles in the Compass as Access Token Program, which shall be addressed in accordance with the “Compass as Access Token Program” section of these Compass Card Terms and Conditions of Use) due to no fault of the Cardholder, the Cardholder must return the Generic Compass Card in person to the TransLink Customer Service Centre or by mail to Compass Customer Service in order to obtain a refund or to transfer the remaining Stored Value balance and Period Pass from the defective Generic Compass Card to a new Generic Compass Card at no additional charge.

BLOCKING AND REPLACING GENERIC COMPASS CARDS

A Registered User whose Registered Card has been lost, stolen or damaged must report the loss, theft or damage of the Generic Compass Card to TransLink immediately in order to have his/her Generic Compass Card blocked and replaced in accordance with this section.

A Registered User who reports his/her Registered Card lost or stolen by visiting the TransLink Customer Service Centre will receive a replacement Generic Compass Card at the TransLink Customer Service Centre. A Registered User who reports his/her Registered Card lost or stolen via the Compass Website or by calling Compass Customer Service will be mailed a replacement Generic Compass Card within three business days following the report being made. The Registered User will be responsible for paying a new Deposit for the replacement card for lost or stolen cards, and any Cardholder Fees, as set out in the “Cardholder Fees for Generic Compass Cards” section of these Compass Card Terms and Conditions of Use at the time of card replacement. TransLink will bear no responsibility for replacement Generic Compass Cards that are lost in the mail.

A Registered User can report his/her Registered Card as damaged via the Compass Website, by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service. However, a damaged Generic Compass Card must be mailed to Compass Customer Service or returned to the TransLink Customer Service Centre prior to a replacement card being issued.

Any Stored Value balance and any remaining unexpired Period Passes that were stored on the lost, stolen or damaged Generic Compass Card at the time that was 2 hours after the Generic Compass Card was blocked will be added to the replacement Generic Compass Card, where applicable. **The Cardholder bears all risk of loss, theft or damage until 2 hours have passed after the Registered Card is reported lost, stolen or damaged.**

An unregistered Generic Compass Card cannot be blocked or replaced.

ERRORS, OMISSIONS OR UNAUTHORIZED TRANSACTIONS FOR GENERIC COMPASS CARDS

Because Stored Value is equivalent to cash, the Cardholder is solely responsible for all transactions associated with his/her Generic Compass Card, including any unauthorized transactions. It is the Cardholder’s responsibility to closely monitor the transactions and account balance on his/her Generic Compass Card.

TransLink reserves the right to correct the Stored Value balance on the Cardholder’s Generic Compass Card if a mechanical, clerical or accounting error has occurred.

If the Cardholder has questions regarding his/her Generic Compass Card balance or transaction history or disputes any transaction or correction made against his/her Generic Compass Card, the Cardholder should visit the TransLink Customer Service Centre or call Compass Customer Service. If the dispute is not resolved, TransLink will, at the request of the Cardholder, conduct an investigation and the results of the completed investigation will be communicated to the Cardholder. Any refunds or adjustments required will be processed in accordance with the “Refunds and Adjustments for Generic Compass Cards” section of these Compass Card Terms and Conditions of Use.

REFUNDS AND ADJUSTMENTS FOR GENERIC COMPASS CARDS

REFUND OF DEPOSITS

The Deposit, less any Insufficient Fare, is refundable upon surrender of the Cardholder’s Generic Compass Card to TransLink. The Deposit on a Registered Card will only be refunded to the Registered User of that Generic Compass Card. The Deposit on an unregistered Generic Compass Card will be refunded to the Cardholder, provided that the Cardholder can confirm information relating to the travel and/or transaction history on the Generic Compass Card. Interest will not be paid on refunds of Deposits.

A refund of Deposit is not available to a Cardholder where no Deposit has been paid.

REFUND OF STORED VALUE

Stored Value is refundable only when a Generic Compass Card is registered. Stored Value on a Registered Card will only be refunded to the Registered User of that Generic Compass Card via the original purchase method. Refunds of Stored Value directly to a Registered User of a Generic Compass Card are not permitted where: (i) the Stored Value has been made available to a Registered User at the request of a third party such as a Registered User’s employer or a real estate developer, and (ii) TransLink has received payment for the Stored Value directly from such third party. Requests for refunds of Stored Value must be made within two years of the last Tap In or Tap Out of the Generic Compass Card.

TransLink reserves the right to restrict the number of refunds for Stored Value to any individual in any calendar year.

REFUND OF PERIOD PASSES

Period Passes are refundable via the original purchase method when the Generic Compass Card is registered and travel has not been initiated on the Period Pass. Refunds of Period Passes directly to a Registered User of a Generic Compass Card are not permitted where: (i) the Period Pass has been made available to the Registered User at the request of a third party such as a Registered User’s employer or a real

estate developer, and (ii) TransLink has received payment for the Period Pass directly from such third party. Requests for refunds of Period Passes must be made within 60 days of the date of purchase of the Period Pass.

TransLink reserves the right to restrict the number of refunds for Period Passes to any individual in any calendar year.

COMPASS VENDING MACHINE MALFUNCTIONS

When a Compass Vending Machine issues a receipt indicating that an amount to be refunded was not returned, a product was not dispensed, or another malfunction occurred, a refund will be issued upon presentation of such receipt. Please see the “Process for Requesting a Refund” section.

If no receipt is issued by the Compass Vending Machine, the request for a refund must include the station name where the malfunction occurred, as well as the 5-digit Compass Vending Machine number (located on the front of the Compass Vending Machine), the amount, date, and approximate time of the attempted transaction. TransLink will verify the malfunction and upon such verification will issue a refund or in-kind fare product, or adjust the Stored Value balance on a Generic Compass Card.

Requests relating to a Compass Vending Machine malfunction must be made within 60 days of the malfunction.

REFUNDS OF WEST COAST EXPRESS MONTHLY PARKING PASSES

West Coast Express monthly parking passes are refundable upon surrender of the monthly parking pass to TransLink. TransLink will grant partial or complete refunds for otherwise valid West Coast Express monthly parking passes that cannot be used due to:

- illness, as substantiated in writing by a medical practitioner, in which case a Cardholder would receive a prorated refund for the West Coast Express monthly parking pass based on the number of days remaining in the calendar period of the West Coast Express monthly parking pass; or
- death, when a request is received from the estate of a deceased Cardholder and is substantiated by a death certificate, in which case the estate of the deceased Cardholder would receive a prorated refund for the West Coast Express monthly parking pass based on the number of days remaining in the calendar period of the West Coast Express monthly parking pass.

REFUNDS RESULTING FROM INVESTIGATIONS

Refunds resulting from investigations will be processed in the manner indicated in this “Refunds and Adjustments for Generic Compass Cards” section for the applicable fare product.

OTHER REFUNDS

TransLink will consider and, in its absolute discretion, may grant requests for partial or complete refunds and/or adjustments or replacements for otherwise valid Period Passes on Generic Compass Cards or Stored Value on Generic Compass Cards that cannot be used due to:

- services being completely shut down for at least for 3 consecutive Business Days (as defined in the Transit Tariff) in any one month, in which case, a Cardholder with a Period Pass would receive Stored Value equivalent to two Stored Value trips of the same Zone purchased for each day that the Services were completely shut down;
- illness, as substantiated in writing by a medical practitioner, in which case a Cardholder would receive a prorated refund for Period Passes added on the Generic Compass Card based on the number of days remaining in the calendar period of the Period Pass and/or a refund of the balance of Stored Value on the Generic Compass Card; or
- death, when a request is received from the estate of a deceased Cardholder and is substantiated by a death certificate, in which case the estate of the deceased Cardholder would receive a prorated refund for Period Passes added on the Generic Compass Card based on the number of days remaining in the calendar period of the Period Pass and/or a refund of the balance of Stored Value on the Generic Compass Card.

PROCESS FOR REQUESTING A REFUND

Refund requests may be made:

- in person at the TransLink Customer Service Centre;
- by calling Compass Customer Service;
- by downloading a form from the Compass Website, completing it and mailing it to Compass Customer Service.

Please include the following documentation with your request:

- Generic Compass Card, if requesting a refund of the Deposit or if the Compass Card is defective or damaged;
- Generic Compass Card serial number and 3 digit card verification number (CVN) located on the back of the Compass Card (except in the case of Compass Wearables, the CVN is as provided to the Cardholder by TransLink at the time of purchase);
- legal name, address and phone number of Cardholder requesting the refund;
- explanation of refund request; and
- if a refund request is due to a Compass Vending Machine malfunction:
 - a valid receipt from the Compass Vending Machine indicating the amount to be refunded; or
 - the station name and Compass Vending Machine number (located on the front of the Compass Vending Machine) where the malfunction occurred, as well as the amount, date, and approximate time of the attempted transaction.

If a Cardholder does not deposit a refund cheque in the amount of \$50 or more, please check the database at unclaimedpropertybc.ca. If your name appears, follow the instructions as indicated on the website to submit a request.

CARD EXPIRATION FOR GENERIC COMPASS CARDS

The Cardholder’s Generic Compass Card will not expire. For technological reasons, TransLink may recommend the Cardholder replace his/her Generic Compass Card. If so, the Cardholder will be responsible for surrendering his/her Generic Compass Card and obtaining his/her replacement Generic Compass Card. In addition, the Cardholder will be responsible for paying (1) the difference between the Deposit paid at the time of obtaining the initial Generic Compass Card and the deposit amount for a Generic Compass Card, as set by TransLink at the time of card replacement, and (2) any Cardholder Fees, as set out in the “Cardholder Fees for Generic Compass Cards” section of these Compass Card Terms and Conditions of Use at the time of card replacement. If the Cardholder obtains his/her replacement Generic Compass Card at the TransLink Customer Service Centre, any Stored Value balance and any remaining unexpired Period Passes that were stored on the original Generic Compass Card will be added to the replacement Generic Compass Card. If the Cardholder obtains his/her replacement Generic Compass Card at the Compass Customer Service, any Stored Value remaining unexpired Period Passes that were stored on the original Generic Compass Card will be added to the replacement Generic Compass Card and any Stored Value may be refunded as applicable.

TERMINATION OF GENERIC COMPASS CARDS

A Registered User may request a refund of the Deposit and Stored Value remaining on his/her Generic Compass Card, if any, in accordance with the “Refunds and Adjustments for Generic Compass Cards” section of these Compass Card Terms and Conditions.

Following the surrender of a Generic Compass Card, the Cardholder will remain responsible for any amounts due and payable by the Cardholder to the Service Providers under his/her Generic Compass Card. If the Cardholder’s Positive Value and/or Deposit are insufficient to cover the outstanding charges, the Cardholder will remain liable for all such amounts. If such unpaid charges are not paid, the Cardholder may become liable for any fines or penalties, in accordance with the SCBCTA Act and any other applicable law.

C. COMPASS CARDS WITH PROGRAM PASSES

The following provisions apply to:

- Compass Cards with an active Program Pass,
- Compass Cards with an active Program Pass and a Period Pass,
- Compass Cards with an active Program Pass and Stored Value, and
- Compass Cards with an active Program Pass, a Period Pass and Stored Value.

For the provisions applying to Generic Compass Cards, please refer to section B “Generic Compass Cards” of these Compass Card Terms and Conditions of Use.

For the provisions applying to Contractor Access Cards, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

For the provisions applying to the use of Bike Parkades, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

HOW TO OBTAIN A PROGRAM PASS

Except for U-Pass BC (as defined in the Transit Tariff) Program Passes, a Compass Card with a Program Pass will be issued to Cardholders eligible for the Program Pass in accordance with the Transit Tariff, the program pass agreement and, if applicable, any forms signed by the Cardholder. Program Passes, except for U-Pass BC Program Passes, will automatically be added on the Compass Cards that are sent to Cardholders eligible for Program Passes.

Cardholders eligible for U-Pass BC Program Passes must obtain a Compass Card from any of the following authorized methods: (1) online at the Compass Website; (2) by visiting the TransLink Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; (5) at Compass Retailers; (6) at Compass Vending Machines; or (7) other locations as designated by TransLink from time to time, and then must log on to the U-Pass BC Website each month in order to enable the U-Pass BC Program Pass for that particular month.

Cardholders eligible for U-Pass BC Program Passes and who require an add-on for West Coast Express service must obtain this add-on by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service.

Cardholders eligible for U-Pass BC Program Passes agree to pay the Deposit and any applicable fees for each Compass Card obtained or issued to the Cardholder.

TRANSFERABILITY OF COMPASS CARDS WITH PROGRAM PASSES

Compass Cards with Program Passes are non-transferable.

FARE PRODUCTS ON A COMPASS CARD WITH A PROGRAM PASS

A Compass Card with a Program Pass can also hold the following fare products: (1) Stored Value and/or (2) Period Passes.

Stored Value and/or Period Passes can be added on a Compass Card through the following authorized methods: (1) online at the Compass Website; (2) by visiting the TransLink Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; and/or (5) at Compass Vending Machines.

For purchase of Period Passes at Compass Vending Machines, Period Passes for Bus Service, Conventional Transit (as defined in the Transit Tariff) and travel between Canada Line Bridgeport and Templeton stations are only available at Compass Vending Machines located at SkyTrain or SeaBus stations or at select retail outlets. Period Passes for West Coast Express are only available at Compass Vending Machines located at West Coast Express stations and at Waterfront Station (except during Off-Peak Hours, as defined in the Transit Tariff).

STORED VALUE

A Cardholder may purchase Stored Value in the increments available at the time of purchase. The maximum amount of Stored Value that may be held on a Compass Card with a Program Pass at any time is \$175.00, which includes the aggregate amount of any Stored Value: (i) loaded onto a Compass Card, and (ii) purchased and available for loading onto a Compass Card.

All Stored Value on a Compass Card with a Program Pass is held and denominated in Canadian dollars. No interest or any other earnings will accrue or be paid on the Stored Value on a Compass Card with a Program Pass.

Stored Value can be used to obtain Period Passes to be added on the same Compass Card, Compass Tickets (as defined in the Transit Tariff), pay for Compass Add-Fares (as defined in the Transit Tariff) on the same Compass Card, for parking passes for West Coast Express stations, and for fees associated with access to Bike Parkades. Parking at West Coast Express stations is subject to the terms and conditions posted at the West Coast Express stations. Use of any Bike Parkade is subject to the provisions set out in section D “General” of these Compass Card Terms and Conditions of Use and any rules posted at Bike Parkades.

PERIOD PASSES: MONTHLY PASSES

For a Compass Card with a Program Pass, the validity of a monthly Period Pass will be based on when the monthly Period Pass is loaded on the Compass Card. A maximum of two (2) monthly Period Passes may be held on a Compass Card at any one time (this maximum includes the aggregate number of monthly Period Passes: (i) loaded onto a Compass Card, and (ii) purchased and available for loading onto a Compass Card). Loading of the monthly Period Pass occurs at the time of use of the Compass Card at any Card Reader (including at the time of Tap In or Tap Out) for the first time after purchase of the monthly Period Pass as follows:

- a monthly Period Pass loaded on the Compass Card with a Program Pass during the period that commences on the 1st day of the current month and ends at the end of the service day on the 15th day of the current month will be valid for the current month. A monthly Period Pass purchased on a Cardholder’s behalf for a specific calendar month, at the sole cost and expense of a real estate developer to satisfy municipal requirements, must be loaded onto a Compass Card with a Program Pass by a Cardholder during this period or the monthly Period Pass will expire and not carry over to the following calendar month;
- a monthly Period Pass loaded on the Compass Card with a Program Pass during the period that commences on the 20th day of the current month, or in the case of recurring AutoLoads during the period that commences 5 days prior to the end of the month, and ends at the end of the service day on the last day of the current month will be valid for the next month, and no monthly Period Pass will be loaded on to the Compass Card for the current month. The Cardholder will need to have another valid Period Pass or sufficient Stored Value on his/her Compass Card with a Program Pass for any trips taken during the current month; and
- no monthly Period Pass will be loaded on to the Compass Card with a Program Pass during the period that commences on the 16th day and ends on the 19th day of the current month, and in the case of recurring AutoLoads during the period that commences on the 16th day and ends 6 days prior to the end of the current month. The Cardholder will need to have another valid Period Pass or sufficient Stored Value on his/her Compass Card with a Program Pass for any trips taken during the current month, and will need to Tap In the Compass Card during a later period in order to load a monthly Period Pass on to the Compass Card (as detailed in this section above).

PERIOD PASSES: DAYPASSES

A maximum of three DayPasses can be added on a Compass Card at any one time.

DayPasses on Compass Cards with a Program Pass will become valid on the service day they are first used and, once they have been used for a Tap In, will expire at the end of service on that day.

Fare products added to a Compass Card with a Program Pass on the Compass Website, by calling Compass Customer Service or through AutoLoad may take up to two hours to be processed. Requests made by mail for fare products to be added to a Compass Card with a Program Pass will be processed within three business days after the request has been received by Compass Customer Service. The Cardholder will remain responsible for any transit fares and/or other charges incurred in the event the transaction fails for any reason.

FARE PAYMENT FOR PROGRAM PASSES

Any fare owed to TransLink will be automatically applied against fare products on Compass Cards with a Program Pass in the following sequence: (1) any active Program Pass, (2) any active monthly Period Pass (where travel has been initiated), (3) any other Period Pass, (4) Stored Value.

A Cardholder must Tap In before entering a Fare Paid Zone and Tap Out when exiting a Fare Paid Zone, as required in the Transit Tariff. In addition, Cardholders entering the West Coast Express area at Waterfront Station must Tap In again.

If a Cardholder fails to Tap In or Tap Out as required in the Transit Tariff, his/her Compass Card with a Program Pass will be charged the appropriate fare.

PROGRAM PASSES

The validity of a Program Pass will be assessed at Tap In. If the Cardholder’s transit trip exceeds the maximum allowable Zones permitted under the Program Pass, the Cardholder must ensure a Period Pass or sufficient Stored Value is available on his/ her Compass Card with a Program Pass.

If a transit trip is not permitted by the Program Pass on a Compass Card, and no Period Pass or Stored Value has been added on the Compass Card with a Program Pass, the Cardholder will need to purchase sufficient Stored Value or the appropriate

Period Pass in order to gain entry into the transit system. If the Cardholder’s travel results in Insufficient Fare, the Cardholder will be permitted to exit the transit system within the In-System Time (as defined in the Transit Tariff) but the Cardholder must pay to TransLink the Insufficient Fare in accordance with the “Insufficient Fare When Using a Program Pass” section of these Compass Card Terms and Conditions of Use.

PERIOD PASSES/STORED VALUE

For Period Pass transactions, the validity of the Period Pass for the specific calendar period will be assessed at Tap In.

The fare charged using Stored Value when a Cardholder’s transit trip exceeds the maximum allowable Zones permitted under the Program Pass or a Period Pass will be at cash rates, in accordance with the Transit Tariff.

INSUFFICIENT FARE WHEN USING A PROGRAM PASS

If a Compass Card with a Program Pass holds Insufficient Fare for travel in Zones or for additional transit service beyond that for which the Cardholder has already paid, the Cardholder is required to pay the outstanding fare prior to entering a Zone for which the Cardholder has Insufficient Fare by adding Positive Value to his/her Compass Card with the Program Pass.

If a Cardholder enters a Zone for which he/she has Insufficient Fare without paying the Insufficient Fare prior to entering such Zone(s), the Insufficient Fare will be automatically deducted from the Compass Card with a Program Pass, including from the Deposit if applicable, and a negative balance will be assigned to the Compass Card in the amount of the Insufficient Fare. The Cardholder will be unable to Tap In and access the Services using the same Compass Card with a Program Pass, excluding transfers made during the initial transfer period, until the Cardholder pays the Insufficient Fare in full to TransLink and restores the Deposit (if applicable) and Positive Value to the Compass Card with a Program Pass.

TRANSFERS

A Cardholder will be permitted to transfer between transit vehicles of the Service Providers in accordance with the provisions set out in the Transit Tariff.

TRIP REVERSALS

If a Cardholder unintentionally Taps In using his/her Compass Card with a Program Pass at any point on the transit system, the Cardholder can reverse the transaction if he/she Taps Out: (1) within 21 minutes of Tap In at a SkyTrain or SeaBus station provided the Tap Out occurs at the same SkyTrain or SeaBus station; or (2) within 60 minutes of Tap In at a West Coast Express station provided the Tap Out occurs at the same station. A Cardholder cannot reverse a transaction resulting from an unintentional Tap In on a bus. If a Cardholder unintentionally Taps In using a Compass Card with a Period Pass, and then reverses the transaction, the expiry of the Period Pass will not be re-set; the Period Pass will continue to expire at the end of service on the last day for which the Period Pass is valid.

CARD REGISTRATION FOR PROGRAM PASSES

REGISTRATION

Card registration with TransLink is optional. A Compass Card with a Program Pass is not automatically registered. A Cardholder must register a Compass Card with a Program Pass with TransLink in order to receive the benefits of card registration.

A Cardholder will only be eligible for loss protection of Period Passes and Stored Value, including refunds of Stored Value and Period Passes, if the Cardholder registers his/her Compass Card with a Program Pass and reports his/her Compass Card with a Program Pass as lost, stolen or damaged. The Cardholder bears all risk of loss, theft or damage until 2 hours have passed after the Registered Card is reported lost, stolen or damaged. Please see the “Blocking and Replacing Program Passes” section of these Compass Card Terms and Conditions of Use.

To register a Compass Card with a Program Pass, the Cardholder must create an Account. An Account may be created by visiting the Compass Website , by visiting the TransLink Customer Service Centre, by mailing a form to Compass Customer Service, or by calling Compass Customer Service and providing the information required under this section.

A Cardholder must provide the following personal information at the time of registration: (1) legal first and last name; (2) mailing address; (3) phone number; and (4) serial number and CVN of the Compass Card with a Program Pass (as printed on the back of the Compass Card with a Program Pass (except in the case of Compass Wearables, the CVN is provided to the Cardholder by TransLink at the time of acquiring the Compass Wearable). If registering a Compass Card with a Program Pass by visiting the Compass Website, a Cardholder must also provide an email address. Once registered, the Compass Card with a Program Pass will be linked to the Cardholder’s Account.

A Registered User can access his/her Account by logging onto the Compass Website, by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service to:

- update his/her Account;
- access travel and transaction history on his/her Registered Card(s) (transactions from the last 24 hours may not be reflected);
- access the Stored Value balance on his/her Registered Card(s) (transactions from the last 24 hours may not be reflected);
- setup AutoLoad on his/her Registered Card(s); and
- report his/her Registered Card lost, stolen or damaged to TransLink. A Cardholder who reports his/her Registered Card lost, stolen or damaged to TransLink may have his/her remaining Stored Value balance and Period Pass(es) frozen. The Stored Value balance and Period Pass(es) will be frozen within 2 hours of the Cardholder reporting his/her Registered Card lost, stolen or damaged. (In order to cancel a Compass Card with a Program Pass, the Cardholder must contact the program administrator.)

A Cardholder who registers his/her Compass Card with a Program Pass in accordance with this section agrees to: (1) provide information that is true, accurate and complete; and (2) promptly update his/her information, including any changes to his/her legal name, address, telephone number, and payment information. The Cardholder should also promptly update his/her information with the applicable program administrator.

Any log-in personal identification and/or password the Cardholder is given and/or creates in order to obtain access to the Compass Website are for the Cardholder's use only and must be kept confidential at all times. The Service Providers are not responsible for any access to or misuse of the Cardholder's information if the log-in personal identification and/or password are used by anyone other than the Cardholder or any person authorized by the Cardholder to access the Cardholder's information.

AUTOLOAD

A Registered User may authorize automatic loading of Stored Value and/or monthly Period Passes on his/her Registered Card(s) and automatic payment by recurring credit card transactions or by recurring debit transactions to his/her bank account by enabling the AutoLoad feature through his/her Account.

If an AutoLoad for Stored Value is authorized, the amount specified by the Registered User will be added automatically to the Registered Card when the Stored Value on a Compass Card with a Program Pass falls below the predetermined amount of \$5.00. The Registered User's credit card will be charged or his/her bank account debited for the AutoLoad amount specified by the Registered User following the first Tap In with the Registered Card or the first use of the Registered Card after the Stored Value falls below the predetermined amount.

If an AutoLoad for a monthly Period Pass is authorized, the monthly Period Pass will be added automatically on the Registered Card as indicated in the "Period Passes: Monthly Passes" section of these Compass Card Terms and Conditions of Use. The price of a monthly Period Pass is subject to change and the amount that will be charged for an AutoLoad will be the price for the applicable monthly Period Pass in effect at the time the Period Pass is added on the Registered Card, as set out in the Transit Tariff. **The full price of a monthly Period Pass will be charged for an AutoLoad regardless of when during a month the Registered Card is used.**

In authorizing an AutoLoad, the Registered User agrees to: (1) ensure that all information provided to TransLink is true, accurate and complete; (2) promptly notify TransLink of any changes to the Registered User's name, address, telephone number(s), payment information, and other information provided in setting up the AutoLoad authorization; and (3) provide his/her valid credit card number or bank account information and authorize a recurring transaction against the credit card number or bank account for obtaining Stored Value or monthly Period Passes.

If an AutoLoad funding source is declined for a Registered Card, TransLink may: (1) resubmit the failed transaction to the bank; (2) contact the Registered User and request that he/she revise his/her billing information; (3) terminate the AutoLoad set-up; (4) reverse the AutoLoad; and/or (5) block the Registered Card. **The Registered User will remain responsible for any transit fares and/or other charges incurred in the event an AutoLoad transaction fails for any reason.**

TransLink reserves the right to decline a request to authorize AutoLoad on a Registered Card or to accept alternative payment information (credit card number or bank account information) in order to prevent fraudulent use or abuse of AutoLoad features and benefits.

A Registered User may terminate AutoLoad on his/her Registered Card at any time by logging online into his/her Account and disabling the AutoLoad set-up, by visiting the TransLink Customer Service Centre, or by calling Compass Customer Service. A Registered User must provide notice of his/her intent to terminate AutoLoad prior to the 21st of the month prior to the effective date of the termination for a monthly pass, and prior to reaching the predetermined amount of \$5.00 for Stored Value. **Termination requests for AutoLoad may take up to two business days to be processed. The Cardholder will remain responsible for AutoLoad transactions that are scheduled to occur during this two-day period.**

An unregistered Compass Card with a Program Pass is not eligible for AutoLoad.

CARDHOLDER FEES FOR PROGRAM PASSES

TransLink may charge the Cardholder non-refundable fees from time to time set by TransLink in its sole discretion including but not limited to customization fees or card replacement fees. The card replacement fee for Compass Cards with Program Passes is \$25 per replacement card. Any fee that TransLink charges may be in addition to any fees which the program administrators for the applicable Program Pass may charge the Cardholder.

BALANCE INQUIRIES AND TRANSACTION HISTORY FOR PROGRAM PASSES

Both a Registered User and a non-registered Cardholder may obtain his/her Stored Value balance and recent transaction history at a Compass Vending Machine.

Registered Users may obtain their Stored Value balance and recent and long term history by calling Compass Customer Service. A Registered User may also view his/her Stored Value balance and transaction history by logging into his/her Account.

A Cardholder of an unregistered Compass Card with a Program Pass can view the remaining balance on his/her Compass Card with a Program Pass by visiting the Compass Website, by visiting the TransLink Customer Service Centre, by calling Compass Customer Service or at a Compass Vending Machine.

LOST, STOLEN, DAMAGED OR DEFECTIVE PROGRAM PASSES

The Cardholder must take all reasonable care to prevent his/her Compass Card with a Program Pass from being defaced, altered, damaged, lost or stolen.

The Cardholder bears the risk of loss if his/her Compass Card with a Program Pass is lost, stolen or damaged. TransLink is not responsible for the loss or theft of, or damage to, a Compass Card with a Program Pass or the Deposit (if applicable),

Stored Value, Period Passes, or Program Passes. A lost, stolen or damaged Compass Card with a Program Pass will remain valid and any Program Passes, Period Passes or Stored Value added on the Compass Card with a Program Pass may continue to be used to pay for the Services until the Positive Value on a Compass Card with a Program Pass has been used or expires.

Except for U-Pass BC Program Passes or Program Passes providing an exemption to the Canada Line YVR Add-Fare, a Cardholder should report his/her Compass Card with a Program Pass lost, stolen or damaged to the applicable program administrator. A Cardholder who has lost or damaged his/her Compass Card with a U-Pass BC Program Pass or had his/her Compass Card with a U-Pass BC Program Pass stolen should visit the U-Pass BC Website and delink his/her U-Pass BC Program Pass from his/her Compass Card. A Cardholder who has lost or damaged his/her Compass Card with a Program Pass providing an exemption to the Canada Line YVR Add-Fare should report his/her lost, stolen or damaged Compass Card to TransLink.

In addition, a Registered User with Stored Value or a Period Pass on his/her Compass Card with a Program Pass should also report his/her Registered Card lost, stolen or damaged to TransLink in which case it will be blocked from further use as provided under the "Blocking and Replacing Program Passes" section of these Compass Card Terms and Conditions of Use. **Refunds of the Deposit (if applicable), Stored Value, Period Pass, and/or Program Pass on a lost, stolen or damaged Compass Card with a Program Pass will be made in accordance with and subject to the "Refunds and Adjustments for Program Passes" section of these Compass Card Terms and Conditions of Use.**

An unregistered Compass Card with a Program Pass cannot be blocked by TransLink from further use and the Cardholder must contact the applicable program administrator to de-activate the Compass Card.

If a Compass Card with a Program Pass malfunctions (other than any malfunction as a token to access a Participating MSP's vehicles in the Compass as Access Token Program, which shall be addressed in accordance with the "Compass as Access Token Program" section of these Compass Card Terms and Conditions of Use), or the personal information becomes unreadable, due to no fault of the Cardholder, the Cardholder must contact the applicable program administrator to transfer the Program Pass from the defective Compass Card to a new Compass Card at no additional charge. The Cardholder will be required to return the defective Compass Card with a Program Pass in person to the TransLink Customer Service Centre or by mail to Compass Customer Service in order to obtain a refund of the Stored Value or Period Passes, if applicable, on the defective Compass Card in accordance with the "Refunds and Adjustments for Program Passes" section of these Compass Card Terms and Conditions of Use.

BLOCKING AND REPLACING PROGRAM PASSES

Except for U-Pass BC Program Passes, a Cardholder must report his/her Compass Card with a Program Pass lost, stolen or damaged to the applicable program administrator in order to receive a replacement Compass Card with a Program Pass. A Cardholder who has lost or had his/her U-Pass BC Program Pass stolen should visit the U-Pass BC Website and delink his/her U-Pass BC Program Pass from his/her Compass Card and then should report his or her Compass Card lost, stolen or damaged in the manner indicated below.

A Registered User who also has Stored Value and/or Period Passes on his/her Compass Card with a Program Pass must report the loss or theft of, or damage to, his/her Compass Card with a Program Pass immediately to TransLink in order to have his/her Compass Card with a Program Pass blocked.

A damaged Compass Card must be mailed to Compass Customer Service or returned to the TransLink Customer Service Centre prior to requesting a replacement Compass Card through the applicable program administrator.

Any Stored Value balance and any remaining unexpired Period Passes that were stored on the lost, stolen or damaged Compass Card with a Program Pass at the time that was 2 hours after the Compass Card with a Program Pass was blocked will be refunded to the Registered User in accordance with the "Refunds and Adjustments for Program Passes" section of these Compass Card Terms and Conditions of Use. **The Cardholder bears all risk of loss, theft or damage until 2 hours have passed after the Registered Card is reported lost, stolen or damaged.**

A Registered User will be responsible for paying any Cardholder Fees, as set out in the "Cardholder Fees for Program Passes" section of these Compass Card Terms and Conditions of Use at the time of card replacement.

An unregistered Compass Card with a Program Pass cannot be blocked by TransLink from further use and the Cardholder must contact the applicable program administrator to de-activate the Compass Card.

ERRORS, OMISSIONS OR UNAUTHORIZED TRANSACTIONS FOR PROGRAM PASSES

Because Stored Value is equivalent to cash, the Cardholder is solely responsible for all transactions associated with his/her Compass Card with a Program Pass, including any unauthorized transactions. It is the Cardholder's responsibility to closely monitor the transactions and account balance on his/her Compass Card with a Program Pass.

TransLink reserves the right to correct the Stored Value balance on the Cardholder's Compass Card with a Program Pass if a mechanical, clerical or accounting error has occurred.

If the Cardholder has questions regarding his/her Compass Card with a Program Pass balance or transaction history or disputes any transaction or correction made against his/her Compass Card with a Program Pass, the Cardholder should visit the TransLink Customer Service Centre, or call Compass Customer Service. If the dispute is not resolved, TransLink will, at the request of the Cardholder, conduct an investigation and the results of the completed investigation will be communicated to the Cardholder. Any refunds or adjustments required will be processed in accordance with the "Refunds and Adjustments for Program Passes" section of these Compass Card Terms and Conditions of Use.

REFUNDS AND ADJUSTMENTS FOR PROGRAM PASSES

REFUND OF PROGRAM PASSES

Program Passes are refundable only to the extent permitted by the applicable program rules, provided that Program Passes which provide an exemption to the Canada Line YVR Add-Fare are not refundable.

REFUND OF DEPOSITS

Except for U-Pass BC Program Passes where the Cardholder has paid a Deposit for the Compass Card with the U-Pass BC Program Pass or Program Passes which provide an exemption to the Canada Line YVR Add-Fare where the Cardholder has paid a Deposit for the Compass Card with this Program Pass, a refund of the Deposit is not available because no Deposit has been paid for a Program Pass.

The Deposit for a Compass Card with a U-Pass BC Program Pass or with a Program Pass providing an exemption to the Canada Line YVR Add-Fare, less any Insufficient Fare, is refundable upon surrender to TransLink of the Cardholder’s Compass Card with such Program Pass. The Deposit on a Registered Card will only be refunded to the Registered User of that Compass Card. The Deposit on an unregistered Compass Card will be refunded to the Cardholder, provided that the Cardholder can confirm information relating to the travel and/or transaction history on the Compass Card. Interest will not be paid on refunds of Deposits.

REFUND OF STORED VALUE

Stored Value is refundable only when a Compass Card with a Program Pass is registered or as permitted by the applicable program rules. Stored Value on a Registered Card will only be refunded to the Registered User via the original purchase method to the Registered User of that Compass Card with a Program Pass. Refunds of Stored Value directly to a Registered User of a Compass Card with a Program Pass are not permitted where: (i) the Stored Value has been made available to a Registered User at the request of a third party such as a Registered User’s employer or a real estate developer, and (ii) TransLink has received payment for the Stored Value directly from such third party. Requests for refunds of Stored Value must be made within two years of the last Tap In or Tap Out of the Compass Card with a Program Pass.

TransLink reserves the right to restrict the number of refunds for Stored Value to any individual in any calendar year.

REFUND OF PERIOD PASSES

Period Passes are refundable via the original purchase method when a Compass Card with a Program Pass is registered and travel has not been initiated on the Period Pass. Refunds of Period Passes directly to a Registered User of a Compass Card with a Program Pass are not permitted where: (i) the Period Pass has been made available to the Registered User at the request of a third party such as a Registered User’s employer or a real estate developer, and (ii) TransLink has received payment for the Period Pass directly from such third party. Requests for refunds of Period Passes must be made within 60 days of the date of purchase of the Period Pass.

TransLink reserves the right to restrict the number of refunds for Period Passes to any individual in any calendar year.

COMPASS VENDING MACHINE MALFUNCTIONS

When a Compass Vending Machine issues a receipt indicating that an amount to be refunded was not returned, a product was not dispensed, or another malfunction occurred, a refund will be issued upon presentation of such receipt. Please see the “Process for Requesting a Refund” section.

If no receipt is issued by the Compass Vending Machine, the request for a refund must include the station name where the malfunction occurred, as well as the 5-digit Compass Vending Machine number (located on the front of the Compass Vending Machine), the amount, date, and approximate time of the attempted transaction. TransLink will verify the malfunction and upon such verification will issue a refund or in-kind fare product, or adjust the Stored Value balance on a Compass Card with a Program Pass.

Requests relating to a Compass Vending Machine malfunction must be made within 60 days of the malfunction.

REFUNDS OF WEST COAST EXPRESS MONTHLY PARKING PASSES

West Coast Express monthly parking passes are refundable upon surrender of the monthly parking pass to TransLink. TransLink will grant partial or complete refunds for otherwise valid West Coast Express monthly parking passes that cannot be used due to:

- illness, as substantiated in writing by a medical practitioner, in which case a Cardholder would receive a prorated refund for the West Coast Express monthly parking pass based on the number of days remaining in the calendar period of the West Coast Express monthly parking pass; or
- death, when a request is received from the estate of a deceased Cardholder and is substantiated by a death certificate, in which case the estate of the deceased Cardholder would receive a prorated refund for the West Coast Express monthly parking pass based on the number of days remaining in the calendar period of the West Coast Express monthly parking pass.

REFUNDS RESULTING FROM INVESTIGATIONS

Refunds resulting from investigations will be processed in the manner indicated in this “Refunds and Adjustments for Program Passes” section for the applicable fare product.

OTHER REFUNDS

TransLink will consider and, in its absolute discretion, may grant requests for partial or complete refunds and/or adjustments or replacements for otherwise valid Period Passes or Stored Value on Compass Cards with a Program Pass that cannot be used due to:

- services being completely shut down for at least for 3 consecutive Business Days (as defined in the Transit Tariff) in any one month, in which case, a Cardholder with a Period Pass would receive Stored Value equivalent to two Stored Value trips of the same Zone purchased for each day that the Services were completely shut down;
- illness, as substantiated in writing by a medical practitioner, in which case a Cardholder would receive a prorated refund for Period Passes added on the Compass Card with a Program Pass based on the number of days remaining in the calendar period of the Period Pass and/or a refund of the balance of Stored Value on the Compass Card with a Program Pass; or
- death, when a request is received from the estate of a deceased Cardholder and is substantiated by a death certificate, in which case the estate of the deceased Cardholder would receive a prorated refund for Period Passes added on the Compass Card with a Program Pass based on the number of days remaining in the calendar period of the Period Pass and/or a refund of the balance of Stored Value on the Compass Card with a Program Pass.

PROCESS FOR REQUESTING A REFUND

Refund requests may be made:

- in person at the TransLink Customer Service Centre;
- by calling Compass Customer Service; or
- by downloading a form from the Compass Website, completing it and mailing it to Compass Customer Service.

Please include the following documentation with your request:

- Compass Card with a U-Pass BC Program Pass or with a Program Pass which provides an exemption to the Canada Line YVR-Add Fare, if requesting a refund of the Deposit for such a Program Pass;
- Compass Card with a Program Pass if the Compass Card is defective or damaged;
- serial number of Compass Card with a Program Pass and 3 digit card verification number (CVN) located on the back of the Compass Card (except in the case of Compass Wearables, the CVN as is provided to the Cardholder by TransLink at the time of acquiring the Compass Wearable);
- legal name, address and phone number of Cardholder requesting the refund;
- explanation of refund request; and
- if a refund request is due to a Compass Vending Machine malfunction:
 - a valid receipt from the Compass Vending Machine indicating the amount to be refunded; or
 - the station name and Compass Vending Machine number (located on the front of the Compass Vending Machine)where the malfunction occurred, as well as the amount, date, and approximate time of the attempted transaction.

If a Cardholder does not deposit a refund cheque in the amount of \$50 or more, please check the database at www.bcunclaimed.ca. If your name appears, follow the instructions as indicated on the website to submit a request.

CARD EXPIRATION FOR PROGRAM PASSES

The Cardholder’s Compass Card with a Program Pass will not expire. For technological reasons, TransLink may recommend the Cardholder replace his/her Compass Card with a Program Pass. If so, except for U-Pass BC Program Passes, the Cardholder will be responsible for surrendering his/her Compass Card with a Program Pass to the applicable program administrator and obtaining his/her replacement Compass Card with a Program Pass. A Cardholder with a U-Pass BC Program Pass should surrender his/her Compass Card to TransLink and should obtain his/her replacement Compass Card from any of the authorized methods listed in the “How to Obtain a Program Pass” section of these Compass Card Terms and Conditions of Use. A Cardholder with a U-Pass BC Program Pass should also visit the U-Pass BC Website and delink his/her U-Pass BC Program Pass from his/her surrendered Compass Card and link it to his/her replacement Compass Card. In addition, the Cardholder will be responsible for paying (1) the difference between the Deposit paid at the time of obtaining the initial Compass Card with a Program Pass, if applicable, and the deposit amount for a Compass Card with a Program Pass, if applicable, as set by TransLink at the time of card replacement, and (2) any Cardholder Fees, as set out in the “Cardholder Fees for Program Passes” section of these Compass Card Terms and Conditions of Use at the time of card replacement.

TERMINATION OF PROGRAM PASSES

Cardholders whose eligibility for a Program Pass expires or is terminated by the administrator of a Program Pass must surrender any personalized Compass Cards to TransLink in accordance with the applicable program rules.

Following termination, the Cardholder will remain responsible for any amounts due and payable by the Cardholder to the Service Providers under his/her Compass Card with a Program Pass. If the Cardholder’s Positive Value is insufficient to cover the outstanding charges, the Cardholder will remain liable for all such amounts. If such unpaid charges are not paid, the Cardholder may become liable for any fines or penalties, in accordance with the SCBCTA Act and any other applicable law.

D. GENERAL

CONTRACTOR ACCESS CARDS

Contractor Access Cards are not valid as Proof of Payment, as defined in the Transit Tariff. The holder of a Contractor Access Card must possess secondary identification at all times while in a Fare Paid Zone. Contractor Access Cards are non-transferable. The holder of a Contractor Access Card must take all reasonable care to prevent his/her Contractor Access Card from being defaced, altered, damaged, lost or stolen.

A holder of a Contractor Access Card whose Contractor Access Card has been lost, stolen or damaged must report the loss, theft or damage of the Contractor Access Card to the Service Provider who issued the Contractor Access Card immediately. TransLink may charge holders of Contractor Access Cards non-refundable fees from time to time set by TransLink in its sole discretion including but not limited to customization fees or card replacement fees. The card replacement fee for Contractor Access Cards is \$25 per replacement card.

The following additional sections of these Compass Card Terms and Conditions of Use apply to Contractor Access Cards:

- Privacy
- Amendments to these Compass Card Terms and Conditions of Use
- Failure to Comply with these Compass Card Terms and Conditions of Use
- Disclaimers and Limits of Liability
- Other

ACCESS TO AND USE OF BIKE PARKADES

A Registered User must enroll in the Bike Parkade Program, via the Compass Website, in order to access and use any of the Bike Parkades.

By enrolling in the Bike Parkade Program, the Registered User acknowledges that:

- s/he is required to pay the fees set out at translink.ca/bikeparkade to TransLink in order to use any Bike Parkade;
- s/he is required to abide by the rules posted at Bike Parkades and these Compass Card Terms and Conditions of Use;
- TransLink, its employees, contractors and agents may require access to the Bike Parkades on a regular basis for maintenance and repair and to audit Registered Users’ use of the Bike Parkades;
- TransLink uses video cameras inside the Bike Parkades to record activity for auditing purposes and for evidence gathering purposes in the event an incident occurs, and that as such a Registered User may be recorded on video while using a Bike Parkade; and
- failure to comply with any rules posted at Bike Parkade or these Compass Card Terms and Conditions of Use may result in the Registered User losing access to the Bike Parkades as well as any other consequences set out in these Compass Card Terms and Conditions of Use;

A Registered User must Tap In before entering a Bike Parkade and must have Positive Value on his/her Compass Card to Tap In and enter a Bike Parkade.

A Registered User may terminate his/her participation in the Bike Parkade Program by cancelling his/her enrollment in the Bike Parkade Program via the Compass Website. Prior to cancelling his/her enrollment, the Registered User must remove all of his/her items from any Bike Parkade. If the Registered User fails to retrieve his/her items prior to cancelling his/her enrollment, the items will be treated as abandoned and will be removed from the Bike Parkades and moved to TransLink’s Lost Property Office location at Stadium-Chinatown Station.

COMPASS AS ACCESS TOKEN PROGRAM

By using his/her Compass Card as a token to access a Participating MSP’s vehicles in the Compass as Access Token Program, a Cardholder acknowledges that:

- the applicable Participating MSP, and not TransLink, is responsible for providing any and all customer support required in connection with such use, directly or indirectly, and accordingly the Cardholder must seek customer support relating to such use from the Participating MSP and not from TransLink;
- in the event such Compass Card is lost, stolen or damaged, the Cardholder must notify the Participating MSP directly of such loss; and
- TransLink makes no representations or warranties of any kind, express or implied, with respect to such use and will not be liable for any loss, damage, delay, expense and/or inconvenience resulting therefrom, whether direct or indirect.

PRIVACY

The Cardholder must take all reasonable steps to care for his/her Compass Card and to protect his/her travel and transaction history and information. Information included on each Compass Card, whether registered or unregistered, includes travel and transaction history (last ten transactions only, whether they are travel transactions or financial transactions). Information displayed at a Compass Vending Machine includes the last eight transactions, whether they are travel transactions or financial transactions, and the validity and expiry date of any fare products on the Compass Card as applicable. Information displayed at a Card Reader includes the validity and expiry date of the Compass Card, and/or any Period Passes and/or Program Passes on the applicable Compass Card, and/or Stored Value balances. The travel and financial transactions and fare product information on a Compass Card is available to any person in possession of the applicable Compass Card and, in the case of a Registered Card, to the Registered User.

The Cardholder agrees that any information provided by the Cardholder and any data TransLink receives as a result of the Cardholder’s use of his/her Compass Card may be collected, aggregated, analyzed, used and disclosed in compliance with the Privacy Policy and the *Freedom of Information and Protection of Privacy Act* (British Columbia).

The Privacy Policy can be accessed by visiting compasscard.ca/privacy or translink.ca/compasscardprivacy. Questions about the collection, use and disclosure of personal information can be directed to TransLink’s Privacy Officer at 778.375.7500 or to privacy@translink.ca.

AMENDMENTS TO THESE COMPASS CARD TERMS AND CONDITIONS OF USE

TransLink reserves the right to amend these Compass Card Terms and Conditions of Use at any time by posting the amended Compass Card Terms and Conditions of Use

on the Compass Website. The Cardholder will be deemed to have received notice of the amendments to these Compass Card Terms and Conditions of Use seven days after the amended Compass Card Terms and Conditions of Use are posted on the Compass Website. The use by a Cardholder of his/her Compass Card after that date will be deemed acceptance of the amended Compass Card Terms and Conditions of Use.

It is the Cardholder’s responsibility to be aware of the terms and conditions contained in the Transit Tariff, including any changes to the price of Period Passes for AutoLoads, the Privacy Policy, and any other tariff, bylaw, policy or regulation referenced in these Compass Card Terms and Conditions of Use.

FAILURE TO COMPLY WITH THESE COMPASS CARD TERMS AND CONDITIONS OF USE

The Compass Card and, if applicable, evidence of eligibility for, or entitlement to, a fare product must remain in the possession of the Cardholder at all times while using the Services or while in a Fare Paid Zone and must be produced for inspection on request of any Transit Employee.

The Service Providers (including without limitation the Transit Employees) will have the right, in addition to any other rights and remedies available to TransLink, to confiscate any Compass Card if it is determined that the individual using the Compass Card is ineligible for the reduced fare granted therein or if it is determined that the Compass Card is unauthorized, fraudulent or otherwise being used in an unlawful manner.

The Service Providers (including without limitation the Transit Employees) reserve the right to not accept any Compass Card or otherwise limit use of any Compass Card if it reasonably believes that the use is unauthorized, fraudulent or otherwise unlawful.

Failure by a Cardholder to comply with any portion of these Compass Card Terms and Conditions of Use and/or the Transit Tariff may result in the blocking and/or confiscation of his/her Compass Card, the issuance of a ticket for an infraction under the SCBCTA Act and/or other consequences.

If a Compass Card is blocked and/or confiscated in accordance with this section, the remaining Stored Value on the Compass Card will be held by TransLink and will be refunded to Registered Users of Generic Compass Cards and to Registered Users of Compass Cards with Program Passes upon request in accordance with the process set out in the “Process For Requesting a Refund” section of these Compass Card Terms and Conditions of Use applicable to the Generic Compass Cardholder or Compass Card with a Program Pass Cardholder, as the case may be, at the time of request.

The Cardholder must not deface, alter or duplicate a Compass Card or create a counterfeit Compass Card. The Cardholder must not load fare products through an unauthorized means on a Compass Card or an unauthorized card. The Service Providers will not honour defaced, altered, duplicated or counterfeit cards or otherwise unauthorized cards or fare products.

The Service Providers reserve the right to examine Compass Cards, confiscate any that are believed to be unauthorized, fraudulent or otherwise unlawful, and either deny Services to, or require an alternate form of valid payment from, a person presenting unauthorized cards or fare products as payment for the Services.

DISCLAIMERS AND LIMITS OF LIABILITY

The Service Providers make no representations or warranties of any kind, express or implied, with respect to the use or operation of the Compass Card and will not be liable for any loss, damage, delay, expense and/or inconvenience resulting therefrom, whether direct or indirect. The Service Providers’ sole obligation is replacement of any defective Compass Card.

The Service Providers 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; 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 Service Providers.

OTHER

The Compass Card is the property of TransLink, the Compass Card issuer. Each Compass Card is uniquely identified by a serial number printed on the back of the Compass Card. The rights associated with the Compass Card and these Compass Card Terms and Conditions of Use will apply to anyone using the Compass Card, whether such person is the original Cardholder or, if permitted, a Cardholder to whom the Compass Card has been transferred for use by such person.

TransLink may assign, transfer or dispose of all or part of its rights, obligations and interests in or under these Compass Card Terms and Conditions of Use at any time without further consent and without notice to the Cardholder. The Cardholder may not assign his/her obligations or benefits under these Compass Card Terms and Conditions of Use.

Despite any other provision in these Compass Card Terms and Conditions of Use, if any payment made to TransLink, for any Deposit, transit fare(s) or fare products(s) referred to in these Compass Card Terms and Conditions of Use or in the Transit Tariff, is ineffective or declined for any reason whatsoever (a “Failed Payment”), TransLink in its sole discretion and in addition to any other remedy available to it (including blocking or de-activating a Compass Card) may:

- set-off of the amount of the Failed Payment against any Stored Value, Deposit, and any refund otherwise available to the Cardholder for any reason under these Compass Card Terms and Conditions of Use or the Transit Tariff; and
- assign a negative balance to a Compass Card in the amount of the Failed Payment.

The headings contained in these Compass Card Terms and Conditions of Use are for reference only and will in no way affect interpretation of these Compass Card Terms and Conditions of Use.

Each of the provisions contained in these Compass Card Terms and Conditions of Use will be severable and distinct from one another and if any one or more provisions of these Compass Card Terms and Conditions of Use 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.

These Compass Card Terms and Conditions of Use will be governed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Please direct any questions, comments or communications regarding these Compass Card Terms and Conditions of Use to:

Mail:
Compass Customer Service at
PO Box 2212 Station Terminal,
Vancouver, BC,
V6B 3W2
Email: customerservice@compasscard.ca
Telephone: 604.398.2042