A. DEFINITIONS

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

AutoLoad means the Positive Value, in the form of a Period Pass or Stored Value, that is automatically added to a Compass Card upon the registration of an eligible Cardholder through the Compass Website, or at a Compass Retailer.

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 Vespera-style electric scooters.

Bike Parkade(a) means any of the indoor physical storage facilities for Bikes located at transit stations in the Transportation Service Region, as listed at compass.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 Card means a long-term use, reusable electronic Compass fare card and/or Compass Wearable for use in the Transportation Service Region, in accordance with 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.

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 221, North Vancouver, BC V7L 0B5.

Compass Customer Service Centre means the customer service centre that can be reached by visiting the walk-in centre at Stadium–Chinatown SkyTrain Station.

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 use in TransLink’s Transportation Service Region.

Compass Website means the website located at compass.translink.ca.

Contractor Access Card means a long-term use Compass 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 the provisions applying to Contractor Access Cards, please refer to section D “General” of these Compass Card Terms and Conditions of Use.

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

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

Period Pass means the electronic equivalent of a pass issued 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 Provider means TransLink, including a subsidiary of TransLink, or a company operating transit service on behalf of TransLink.

Service means 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 into to enter 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.

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

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

TransLink means South Coast British Columbia Transportation Authority.

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.

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

U-Pass BC means the program for the provision of an annual transit pass (as defined in the Transit Tariff) and travel between Canada Line Bridgeport and Templeton stations is only available at Compass Vending Machines located at SkyTrain or SeaBus stations or at select retail outlets. Period Passes for Contractor Access Cards are available at Compass Vending Machines located at West Coast Express stations and at Waterfront SkyTrain station (except during Off-Peak hours as defined in the Transit Tariff).

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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 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.

For Stored Value transactions (when there is no Period Pass added on the Generic Compass Card), the fare is adjusted, based on the Zones travelled.

INSUFFICIENT FARE WHEN USING A GENERIC COMPASS CARD
If a Cardholder enters a Zone for which he/she has Insufficient Fare without paying the Insufficient 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 added to the Compass Card deposit, and a negative balance will be assigned to the Compass Card deposit. The Cardholder must ensure sufficient Stored Value on his/her Generic Compass Card for any trips taken during the period that commences on the 16th day and ends 8 days prior to the end of the current month. The Cardholder will be unable to Tap In and access the Services using the same Generic Compass Card.

If a Cardholder has an insufficient balance on his/her Generic Compass Card, including the period that commences on the 16th day and ends 8 days prior to the end of the current month, the Cardholder will be unable to Tap In and access the Services using the same Generic Compass Card.

PORTIONS OF TRIPS BETWEEN ZONES
A Cardholder must Tap In and Tap Out 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.

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 may Tap In and Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.

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 may Tap In and Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.

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.

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 may Tap In and Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.

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 may Tap In and Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.

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 may Tap In and Tap Out as required in the Transit Tariff, his/her Generic Compass Card will be charged the appropriate fare.
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.

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. If a Registered User requests to 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 and disabling the AutoLoad set-up, by visiting the Compass 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.

The Deposit, less any Insufficient Fare, is refundable upon surrender of the Cardholder's Generic Compass Card to TransLink. The Deposit on a registered Generic Compass Card will be refunded to the Cardholder, provided that the Cardholder can confirm information relating to the travel 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. Stored Value is refundable only when a Generic Compass Card is registered. Stored Value on a non-registered Generic Compass Card will be refunded to the Cardholder’s Generic Compass Card if a mechanical, clerical or accounting error has occurred, a refund will be issued upon presentation of such receipt. Please see the “Process for Requesting a Refund” section.

Replies to 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.

During the investigation of a claim, TransLink may charge the Cardholder the full price of a monthly Period Pass to TransLink. TransLink will verify the malfunction and upon such verification will issue a refund or a replacement of the Class of Generic Compass Card. Requests relating to a Compass Vending Machine malfunction must be made within six hours of the attempted transaction. If no receipt is issued by the Compass Vending Machine, the request for a refund will be processed without receipt. Please see the “Process for Requesting a Refund” section.

If a Generic Compass Card malfunctions due to no fault of the Cardholder, the Cardholder may obtain a refund or replacement of the Class of Generic Compass Card by visiting the Compass Website, by visiting the Compass Customer Service Centre, by calling Compass Customer Service, or at a Compass Vending Machine. 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.

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If the Cardholder has questions regarding his/her Generic Compass Card balance or transactions history or disputes any transaction or correction made against his/her Generic Compass Card, the Cardholder should visit the Compass 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.

ARegistered User who reports his/her Registered Card lost or stolen by visiting the Compass Customer Service Centre will receive a replacement Generic Compass Card at the Compass 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 or lost or stolen cards, and any Cardholder fees. A request to replace the Class of Generic Compass Cards is not lost in the mail.

A Registered User who reports his/her Registered Card as damaged via the Compass Website, by visiting the Compass 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 Compass 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.

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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 or replacements of unexpired valid Period Passes on Generic Compass Cards or Stored Value on Generic Compass Cards that cannot be used due to:

- services were 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 based on the number of days remaining in the calendar period of the Period Pass and/or 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 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 Compass 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 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 Compass 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 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 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 of Use.

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 uncharged amounts are not paid, the Cardholder may become liable for any fines or penalties, in accordance with the SCBC 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 a Program Pass, 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.

HOW TO OBTAIN A PROGRAM PASS

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

 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 Compass Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; (5) at Compass Retailers for Compass Cards pre-loaded with a nominal amount of Stored Value; (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 Compass 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 Period Passes can be added on a Compass Card through the following authorized methods: (1) online at the Compass Website; (2) by visiting the Compass Customer Service Centre; (3) by calling Compass Customer Service; (4) by mail to Compass Customer Service; (5) at Compass Retailers for Compass Cards pre-loaded with a nominal amount of Stored Value; (6) at Compass Vending Machines; or (7) other locations as designated by TransLink from time to time.

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 SkyTrain 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. 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-Ons (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. 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 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 end 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.

If a Cardholder wants to add 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 valid 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 Fare Paid Zone Exposed Area must also Tap Out to be charged.

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 Stored Value 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: (i) 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 (ii) 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 Compass 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). 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 Cardholder’s 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 Compass 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); 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(s) frozen. Any remaining Stored Value on a Compass Card with a Program Pass(s) 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 receiving credit card transactions or by receiving 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 automatically added 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 amount specified by the Registered User following the first Tap In on 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
COMPASS CARD TERMS AND CONDITIONS OF USE

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 Compass Card Terms and Conditions of Use. The full price of a monthly Period Pass will be charged for an Autoload regardless of whether in the month a 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 require information relating to the failed indication; (3) terminate the Autoload setup; (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.

A Registered User has the right to 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 Compass 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 and the cardholder can continue to be charged 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 $5.00 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 Compass 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 Compass 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 expired.

Except for U-Pass BC Program Passes or Program Passes providing an exemption to the Canada Line YVR Add-Fare, a Cardholder who has lost or damaged his/her Compass Card with a U-Pass BC Program Pass or has not paid his/her Compass Card with a U-Pass BC Program Pass stolen should visit the U-Pass BC Website and delink his/her Compass Card with a Program Pass from his/her account. If the Cardholder 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 Program Pass on his/her Compass Card may request to report his/her Card to TransLink in case it was blocked from further use as provided under the “Blocking and Replacing Program Passes” section of these Compass Card Terms and Conditions of Use. Requests for the Deposit (if applicable), Stored Value, Period Passes or Program Passes 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.

A Registered User with a Program 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 due to no fault of the Cardholder, the Cardholder must first 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 Compass 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 replace 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 account and then report his or her Compass Card lost, stolen or damaged in the manner indicated by the Cardholder’s applicable program administrator.

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 Compass Customer Service Centre prior to requesting a replacement Compass Card through the applicable program administrator.

Any Stored Value balance and 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 who also has Stored Value and/or Period Passes on his/her Compass Card may request a refund of 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/hers 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 been made.

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 Compass Customer Service Centre, or call Compass Customer Service. Any 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, 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 (if applicable) on a Compass Card with a 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 a Program Pass with such Program Passes as are scheduled to occur during this two-day period. A damaged Compass Card with a Program Pass will only be refunded to the Registered User of that 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.

PAGE 6 OF 8

REGVERSION 8 | OCT. 1, 2021 | PAGE 6 OF 8
COMPASS CARD TERMS AND CONDITIONS OF USE

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. 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 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 by:

- in person at the Compass 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 5-digit CVN (the verification number (CVN) is located on the back of the Compass Card (except in the case of Compass Wearnables, the CVN as is provided to the Cardholder by TransLink at the time of acquiring the Compass Wearnable);
- 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 $30 or more, please check the database at unclaimedproperty.ca. If your name appears, follow the instructions as indicated on the website to submit a request.

CARD EXPIRATION FOR PROGRAM PASSES

If the Cardholder does not renew a Compass Card, the 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.

TERMINATION OF PROGRAM PASSES

Cardholders whose eligibility for a Program Pass expires or is terminated by the administrator of a Program Pass must surrender their 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 Traditional Proof of Payment, as defined in the Transit Tariff, or as Compass Proof of Payment, as defined in the Transit Tariff. 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 out in the “Contractor Access Card Fee” section of these Compass Card Terms and Conditions of Use.

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 transtimes.ca/bikeparkade 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 of any incident.

- the case of Compass Wearables, the CVN as is provided to the Cardholder by TransLink at the time of acquiring the Compass Wearable;
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 SkyTrain Station.

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 last five cards used with the Compass Card. The Service Providers (including without limitation the Transit Employees) reserve the right to deny Services to, or require an alternate form of valid payment from, a person that are believed to be unauthorized, fraudulent or otherwise unlawful, and otherwise unauthorized cards or fare products.

The Cardholder must not deface, alter or duplicate a Compass Card or create a counterfeit 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 unaltered, fraudulent or otherwise being used in an unlawful manner. The Cardholder reserves 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 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 amended Compass Card Terms and Conditions of Use are posted on the Compass Website. The cardholder must present his/her Compass Card with a Program Pass Cardholder, as the case may be, at the time of request. The rights associated with the Compass Card and these Compass Card Terms and Conditions of Use are available to any person in possession of the applicable Compass Card and, in the case of a Registered Card, to the Registered User. The rights associated with the Compass Card and these Compass Card Terms and Conditions of Use are available to any person in possession of the applicable Compass Card and, in the case of a Registered Card, to the Registered User.

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 herein and of any changes to the terms and conditions contained herein. The Cardholder must produce his/her original Compass Card at a Card Reader to gain access to a Service 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 unaltered, 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 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 SCBCA Act and/or other consequences.

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 resign, assign 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 product(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 the amount of the Failed Payment against any Stored Value, Deposit, and any other negative balance 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 each remaining provision 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