These Terms and Conditions ("Terms") set forth a legally binding agreement between you and Passport Labs, Inc. and its corporate affiliates, subsidiaries, and divisions as may change from time to time (collectively, "Passport," "we," "us," and "our"). These Terms govern your access to and use of our websites, mobile applications (the "Apps" or each individually an "App"), and any other online services in which these Terms are displayed (collectively, the "Services"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you, your heirs, assigns, and successors (collectively, "you" or "your") are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, then you must stop accessing or using the Services. If you are using the Services on behalf of a Partner (as defined below), that separate agreement shall control in the event of any conflict with these Terms; all other non-conflicting provisions in these Terms shall apply to your use of the Services.

The Services provided by Passport include transportation management services. Passport works with transit agencies, local governments and interlocal agencies or partnerships, tolling agencies, colleges, universities, hospital systems, and other public and private operators (each a "Partner" and collectively "Partners") to facilitate transportation management, such as parking and toll payment.

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1 - Modifications

We may revise these Terms from time to time to reflect changes to the Services, our users’ needs, the needs of our Partners, our business priorities, or changes in laws and regulations. The most current version will always be on this page. If the revision, in Passport's sole discretion, is material under applicable law, we will notify you via posting to our website or by other means in accordance with applicable legal requirements. Except as set forth in the “Arbitration and Class Action Waiver” Section below, or as
otherwise provided by law, by continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. The Terms were most recently updated on the last updated date listed at the top of this page.

2 – Additional Terms and Policies

Please review Passport's Privacy Policy, available at https://www.passportinc.com/privacy-policy/ and incorporated herein by reference (the “Privacy Policy”), for information and notices concerning Passport's collection, use, and disclosure of information collected through the Services. As set forth in the Privacy Policy, you acknowledge, consent, and agree that Passport may access, preserve, and disclose your information if we believe that it is (1) reasonably necessary to comply with any applicable law, regulation, subpoena, legal process or enforceable governmental request; (2) necessary to enforce the provisions of the Privacy Policy; (3) required to enforce our Terms, including investigation of potential violations; or (4) necessary to investigate or protect against actual or threatened harm to the rights, property, or safety of Passport, our users, or the public as required or permitted by law.

Passport offers various products, each of which may be governed by other terms as listed below in the “Product-Specific Terms” Section and displayed in the product. If there is a direct conflict between these Terms and the terms displayed in another product offered by Passport, the latter takes precedence with respect to your use of that product.

3 – Eligibility and Scope

You may use the Services only if you can form a binding contract with Passport, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Without limiting the foregoing, the Services are only available to those who are at least 18 years old. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms except for in this sentence, refer to that organization or entity).

If Passport has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services except as may subsequently be permitted in Passport's sole discretion.

4 – Account Registration

You may be required to register for a password-protected account ("Account") to use parts of the Services. You must provide accurate, current, and complete information during registration and at all other times when you use the Services, and update information to keep it accurate, current, and complete. Among other things, you may be required to add vehicles to your Account. By adding a vehicle, you represent and warrant that you are authorized to add such a vehicle to your Account, that all vehicles are registered and insured per applicable law, and that all drivers of such vehicle are properly licensed to operate such vehicle. We reserve the right to prohibit certain vehicles from being added to an Account. We may request additional information from you to authenticate your Account.

You are solely responsible for safeguarding your Account credentials and authentication measures, including your password or personal identification number ("PIN"). We encourage you to use a strong Account password or PIN. You are solely responsible for all activity that occurs on your Account, and we may assume that any activity under your Account has been initiated by you. You must notify Passport immediately of any breach of security or unauthorized use of your Account. Passport will not be liable, and you may be liable for losses, damages, liability, expenses, and lawyers' fees incurred by Passport or a third party arising from someone else using your Account due to your conduct regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account.

5 – Rules and Prohibitions
The following requirements apply to your use of the Services:

- You will not use any feature of the Services, including chat features, for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not use the Services for any commercial purpose not expressly approved by Passport in writing.
- You will not upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services or any features or functionality of the Services, to any third party for any reason.
- You will not remove, delete, alter, or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices from the Services, including any copy thereof.
- You will not use the Services in a way that violates any law or promotes any illegal activities, including, but not limited to the submission of inappropriate or unlawful content to or through the Services.
- You will not access in violation of these Terms, monitor, index, frame, link, copy, or search (or attempt to do so) the Services by any means (automated or non-automated) other than through currently available, published interfaces that are provided by Passport (and only pursuant to these Terms) (crawling the Services is permissible in accordance with these Terms, but scraping the Services without the prior written consent of Passport is expressly prohibited).
- You will not use another person’s Account, impersonate any person or entity; or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
- You will not violate any rights of any third party, including trade secrets, privacy, or publicity rights.
- You will not undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services or that would be intentionally deceitful or fraudulent.
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures we may use to prevent or restrict access to the Services or use of the Services or the content therein.
- You will not attempt to indirectly undertake any of the prohibitions herein.

6 – Passport’s License to You

Subject to your compliance with these Terms, Passport grants you a limited, non-exclusive, non-assignable, non-sublicensable, revocable, license to use the Services as it is provided to you by Passport. Except where Passport has explicitly agreed otherwise, the license granted herein is solely for your personal, noncommercial use. The license extends only in connection with your access to and participation in the Services and only in a manner that complies with all legal requirements that apply to you or your use of the Services.

Passport may revoke this license at any time, in its sole discretion. Upon revocation, you may not access or use the Services, and you must delete all copies of our App or other software from your devices. Neither title nor any intellectual property rights are transferred to you, but rather remain with Passport or its licensors, who own full and complete title, and Passport and respective licensors reserve all rights not expressly granted to you. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Services, except as expressly permitted in these Terms.

Passport further reserves the right to modify, suspend, or terminate the Services at any time in its sole discretion.

7 – Account Suspension or Termination

We may, in our discretion, with or without cause, with or without prior notice and at any time, decide to limit, block, suspend, deactivate, or cancel your Account in whole or in part. We may also temporarily or permanently prohibit you or any other user from adding a particular vehicle to an account. Without limiting the foregoing, we may terminate your Account if we suspect fraud, such as if you engage in excessive use of chargebacks on your payment method. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password or PIN will be disabled, and/or you will not be able to access the Services or receive assistance from Passport support teams; and (b) if appropriate in our sole discretion, we may communicate to third parties that your Account has
been terminated, blocked, suspended, deactivated, or cancelled, and why this action has been taken. You may cancel your use of the Services and/or terminate your Account at any time by emailing EndUserSupport@passportinc.com. Please note that if your Account is cancelled, we do not have an obligation to delete or return to you any Account records or activity, unless otherwise required, and to the extent required, under applicable law.

8 – Proprietary Rights and Feedback

All right, title, and interest in and to the Services are and will remain the exclusive property of Passport and its licensors. All materials therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all intellectual property rights related thereto, are the exclusive property of Passport and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Passport and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Passport and such others. Except as explicitly provided herein, nothing in these Terms gives you a right to use the Passport name or any of the Passport trademarks, logos, domain names and other distinctive brand features. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.

Any feedback, comments, questions, or suggestions (collectively, “Feedback”) you may provide regarding the Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions without any obligation to you. By sending us any Feedback, which may include via “app store” channels, such as the Apple App Store and Google Play Store, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development; (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback; and (iv) irrevocably waive, and cause to be waived, against Passport any claims and assertions of any moral rights contained in such Feedback. These provisions regarding Feedback shall survive any termination of your Account or the Services.

9 – Payments

Our Services may require payments from you, such as when you use the Services to pay for parking, tolls, or transportation fares, or where we offer you the ability to pay citations or purchase permits through the Services. The payment required shall be displayed to you through the Services. You understand that only certain forms of payment may be accepted, and these acceptable forms of payment are subject to change at any time. You may provide us with a method of payment, and by doing so, you represent and warrant that you are authorized to use that method of payment.

You are responsible for all activity in your Account, including payment transactions. When a payment transaction is initiated in your Account, you authorize us to process the applicable fees by charging any payment method you provide us or deducting the fees from any funds you have stored with us (see Section 10 below on Passport Wallet). You may also be given the option to prioritize the order in which your payment methods are charged. If you do not have a valid form of payment transaction, you will not have access to all Services. We also reserve the right to suspend or terminate your Account if your payment method is declined or if we suspect any fraud on your Account. If you have stored payment information with us, you agree to keep such payment information accurate, current, and complete. We are not responsible if your access to the Services is limited based on inaccurate payment information.

We use a third-party payment provider for processing payment transactions. The third-party payment provider may impose insufficient funds, charges or other fees. We are not responsible for your interactions with third-party payment providers or for any charges or fees they may impose. When you use any of the Services that require payment, a temporary pre-authorization hold may be placed on your designated payment method to verify that the card is valid and has funds available for your intended purchase. The amount of this pre-authorization hold may be greater or less than the order total for your transaction. Your payment will be
captured up to 24 hours after your order is completed or cancelled. In the event that the pre-authorization is greater than the final amount, the difference will be released after your order is completed or cancelled; depending on your bank, it may take up to 5 Business Days to receive access to these released funds. If your payment details change, your card provider may provide us with updated card details. We may use these new details in order to help prevent any interruption to your use of the Services. If you would like to use a different payment method or if there is a change in payment method, please visit your account settings to update your billing information.

10 – Passport Wallet

a. How it Works

We may offer you an option to store funds with us for use in our Services ("Passport Wallet"). Passport Wallet may be offered on an auto-reloading basis. If you register for an auto-reloading Passport Wallet ("Auto-Reload Wallet"), you acknowledge and agree that when the available funds in your Passport Wallet equal or drop below a designated balance ("Designated Reload Balance"), we may automatically add funds to your Passport Wallet ("Preset Wallet Reload Amount") by charging the payment method you have provided us. We will send you an email confirming each Auto-Reload Wallet transaction or otherwise make your transaction history available within the Services. The automatic charges will stop when: (a) your Account terminates; (b) you or Passport cancel the Auto-Reload Wallet feature (provided, however, that canceling the Auto-Reload Wallet may make use of the Services impractical or impossible); or (c) these Terms are otherwise properly terminated as expressly permitted herein.

Depending on the types of Services you use, you may be able to change the Designated Reload Balance or Preset Wallet Reload Amount or cancel the Auto-Reload Wallet feature by accessing the settings in your Account. Note that changes may take up to 24 hours to take effect. Please be advised that we may be required by our Partners to impose a minimum and/or maximum amount of the Designated Reload Balance or Preset Wallet Reload Amount, and we may designate different minimum/maximum amounts depending on your payment history and payment method, our contractual obligations with our Partners, or for any other reason in our sole discretion. For example, we may require that you maintain at least $20 in your Passport Wallet. We may also designate required denominations of the Designated Reload Balance. If you do not agree, you may not use the Auto-Reload Wallet feature. We will notify you if the Designated Reload Balance or Preset Wallet Reload Amount you previously designated is no longer accepted. You will not receive interest or other earning on the funds in your Passport Wallet.

You authorize us and/or our third-party payment providers to store your payment method for the purpose of the Auto-Reload Wallet feature, where applicable, and you authorize us (without notice to you, unless required by law), to charge fees against that payment method to replenish funds in your Passport Wallet. For example, fees may be charged when your Passport Wallet falls below a certain threshold, as designated when you register for the Auto-Reload Wallet. Please be advised that some services may require your participation in the Auto-Reload Wallet feature.

If we are unable to complete your Auto-Reload Wallet charge with the payment method you previously selected, you authorize us to add funds to your Passport Wallet by charging another payment method associated with your account, where available. If the funds in your Passport Wallet equal or drop below the Designated Reload Balance and we are unable to complete the Auto-Reload Wallet charge, we may disable your Passport Wallet and/or otherwise limit your use of the Services. Additionally, if you have a negative balance in your Passport Wallet (i.e., you owe money), and your Preset Wallet Reload Amount does not suffice to bring your Passport Wallet out of a negative balance, we reserve the right to adjust the Preset Wallet Reload Amount to recover funds you owe or to charge the Preset Wallet Reload Amount twice or more as necessary to cure the negative balance.

If you maintain a Passport Wallet, you may also have access to promotional codes or other benefits such as a discounted parking session. We may also offer promotions that effectively provide a discount to you when you load funds into your Passport Wallet. Additional terms and fees may apply as indicated within the Services.
If you dispute any of the payments made through our Services, we may direct you to the applicable Partner if such Partner is responsible for front-line support. In that case, please be advised that we provide only a platform for connecting you to our Partners who provide transportation-related services.

b. Lost Access Credentials and Unauthorized Activity

You agree to notify us immediately at (704) 837-8066 or EndUserSupport@passportinc.com if you believe the access credentials used to access your Account (“Access Credentials”) have been compromised, or if you believe that a transfer has been made without your permission using information about your Account. Calling us is the best way of keeping your possible losses down. You could lose all the money in your Account. If you fail to notify us within 2 Business Days, you may face greater losses. “Business Days” means Monday through Friday, not including any legal holidays.

You agree to notify us immediately at (704) 837-8066 or EndUserSupport@passportinc.com if your Account shows transfers you did not authorize. Notifications must include the information identified below to be effective. Without limiting your duty to notify us immediately, such notification must be made no later than 60 days after the date after the date of the unauthorized transfer. You may not recover the unauthorized amounts transferred if you fail to notify us within 60 days after the date of the unauthorized transfer, and we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

To notify us of unauthorized transfers or to otherwise request more information about a transfer listed on the statement or receipt, call us at (704) 837-8066, email us at EndUserSupport@passportinc.com, or write to us at 128 S. Tryon St., Suite 2200, Charlotte, NC 28202 (or such other contact information as might be listed on the statement or receipt).

We will need:

- Your name and Account identifier;
- A description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you notify us via a phone call to (704) 837-8066, you agree to send your complaint or question in writing to us within 10 Business Days if we request it. Failure to do so may result in us being unable to process your request, and we may not credit your Account. Except as provided herein, we will determine whether an error occurred, and correct any such error, promptly and within any applicable time period required by law. If we need more time to conduct our investigation, however, we will notify you of our need for an extension to investigate your complaint or question which may be up to the maximum period allowed under applicable law. If we decide to do this, we will credit your Account to the extent required by applicable law for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

For errors involving new accounts or point-of-sale transactions we may take a longer period, up to the maximum period allowed under applicable law, to investigate your complaint or question and to credit your account for any amount you think is in error. We will tell you the results promptly after completing our investigation and within any time periods required by applicable law. If we decide that there was no error, we will send you an explanation. You may ask for copies of the documents that we used in the investigation.

c. Transfer Types and Limitations

You may use the Services to fund your Account and to pay for transit services at participating locations for the vehicle(s) associated with your Account. We will not limit the number of purchases of Services you may make, but for security reasons we may limit the amount of funds you may load into your Account.
d. Account Statements

We will send you statements for your Account by electronic mail or by posting through the Services. You may contact the number listed on the statement for your Account or in the Services for any inquiries relating to your Account history.

e. Fees

Fees will be made available within the Apps.

f. Our Liability

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, our liability to you will be as provided by applicable law and subject to our agreement with you. However, we will not be liable, for instance:

- If not required by law;
- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the Services were not working properly and you knew about such issue(s) when you started the transfer;
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken;
- Any other exception permitted in our agreements with you.

g. Closed Accounts and Refunds

If you close your Account, unless you owe fees, we will provide you with a refund of any amounts remaining in your Passport Wallet. We may, for example, request your mailing address so we can send you a refund check by mail. We are not responsible for failed deliveries of any refund check, e.g. if you provide us with the wrong mailing address or do not update your mailing address with us. Please allow up to 6 weeks for a refund. We will refund the money to the payment method you designated, by check, or as otherwise deemed reasonable in our discretion. Except as provided herein, Passport Wallet funds are not refundable.

11 – Text Messaging

Some of the services we provide, such as when you use our Services to pay for parking, may offer you the ability to manage transactions through text messages. For example, if you initiate a parking transaction by calling or sending us a text message to the phone number associated with that parking location, you expressly consent to receive text messages relating to that transaction at the phone number from which you communicated with us. You understand that message and data rates may apply, and we are not responsible for payment of such fees. If you do not want to receive text messages, please do not initiate a parking transaction by calling or sending us a text message. For example, you may initiate a parking transaction through the App instead. We are not responsible for any text messages that fail to be delivered to you, including where your device is on a network not supported by us or our vendors. To stop receiving these parking transaction text messages, you must reply “STOP” to one of our text messages. We may send you a text message confirming your opt-out. To opt back into receiving text messages, you can initiate another parking transaction by calling or sending us a text message to the phone number associated with that parking location.

12 – Third-Party Links and Resources

The Services may contain information and content provided by third parties and may contain links to third-party websites, mobile applications, software, and other resources that are not owned or controlled by Passport, including those maintained by governmental entities (“Third-Party Resources”). Passport is not responsible for the availability, accuracy, content, products, or services of such Third-Party Resources and does not endorse and is not responsible or liable for such Third-Party Resources. These links and resources do not imply any endorsement by Passport, and Passport does not endorse or assume any responsibility for any such Third-Party Resources. If you access a Third-Party Resource from the Services, including websites, mobile applications, or
resources maintained by governmental entities, you do so at your own risk, and you understand that these Terms and the Privacy Policy do not apply to your use of such Third-Party Resources. You understand that your use of Third-Party Resources may be subject to terms and conditions imposed by third parties. You expressly relieve Passport from any and all liability arising from your use of any Third-Party Resources. You acknowledge and agree that Passport is not responsible or liable for: (i) the availability or accuracy of such Third-Party Resources; or (ii) the content, products, or services on or available from such Third-Party Resources.

13 - Warranties and Disclaimers

Your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, PASSPORT AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any content thereon. Passport will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services. You also agree that Passport has no responsibility or liability for its deletion of, or the failure to store, retain, or transmit, any records related to your Account. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Passport or through the Services, will create any warranty not expressly made herein.

The Services are controlled and operated from Passport's facilities in the United States. Passport makes no representations that the Services are appropriate or available for use in locations other than the United States, Canada, or the United Kingdom. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States, Canada, and the United Kingdom.

14 - Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PASSPORT AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY RESOURCES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PASSPORT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

15 - Indemnification

TO THE FULL EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD PASSPORT AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING
FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR VIOLATION OF THESE TERMS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW, RULE, OR REGULATION; (C) ANY MISREPRESENTATION MADE BY YOU; OR (D) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD OR ACCOUNT.

If you are a California resident, you hereby waive California Civil Code § 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” This release includes the criminal acts of others. If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

16 – Product-Specific Terms

Passport provides a number of different products and services. The following additional terms and conditions govern your use of these products.

a. Cashless Parking Services

The Cashless Parking Services enables you to pay for certain parking through our Services. You can activate the Cashless Parking Services for a particular parking transaction by either (1) using the App; (2) calling a phone number provided at the parking site (where available); (3) initiating a transaction via text messaging (where available), or (4) accessing our mobile website.

You are solely responsible for correctly entering the relevant parking zone number and space number, which will be displayed at the parking site; and license plate number where required. The parking zone number informs us of the rate to charge you for your parking at that parking site. It also informs us of any restrictions on the amount of time you are permitted to park your vehicle in that zone. You are responsible for checking the parking site to determine if there are other parking restrictions (“On-Site Parking Restrictions”). On-Site Parking Restrictions may include notices, signs, or directions posted by relevant Partners. We do not and cannot guarantee that the charges displayed in our Services adequately account for On-Site Parking Restrictions. Any violations of On-Site Parking Restrictions are solely your responsibility.

Use of the Cashless Parking Services does not guarantee you a parking space, and you may only initiate the Cashless Parking Services after you have parked in an available space at that parking site. Before leaving your vehicle unattended, please confirm that we have accepted your parking transaction request. Confirmation shall be sent to you by text message (where you initiate a transaction by calling or sending us a text message) or through your App. You are responsible for any fine, ticket, or penalty charge issued between the time you park your vehicle and when you receive confirmation that we have accepted your parking transaction request.

You are solely responsible for resolving with the relevant authorities any issues that you may have regarding the issuance of fines, parking tickets, penalty notices or your vehicle being impounded.

b. Citations Services

The Citations Services enable you to pay for certain citations issued by government municipalities and, where available, appeal them.

To access your citation, you will be required to enter certain information, such as your license plate number or citation number. Please be advised that we provide only a platform for you to view and/or pay citations. We are not responsible for the issuance of citations, the validity or legality of such citations, the due date for payment of the citation, or the amount of any fees in citations. To the extent you have questions about your citation, you must do so via the contact information supplied on the citation. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding the issuance of citations.
c. Parking Permitting Services

The Permitting Services enable you to obtain and manage certain parking-related permits issued by our applicable Partners. You will be required to provide us with certain information to obtain a permit, such as the license plate number of your vehicle. Permits issued through the Permitting Services are not transferable.

You understand that permits obtained through the Services may be subject to additional restrictions set by the applicable Partner. For example, permits may be issued specific to a single vehicle. Likewise, applicable third parties may also impose policies that prohibit Passport from issuing refunds or exchanges of permits. You must keep the information in your Account and/or with that permit current and accurate, or you may be subject to penalties or fines imposed by regulatory authorities or third parties. You are responsible for any fine, ticket, or penalty charge issued for failure to comply with any permit terms, including terms imposed by government municipalities or other third parties.

d. Mobile Ticketing Services

The Mobile Ticketing Services enable you to pay certain fares associated with transportation services, such as bus and rail system fares. You must use our mobile ticketing Apps to access the Mobile Ticketing Services. Payment for Mobile Ticketing Services may be on a pay-per-use basis, in which case we would charge your payment method separately for each fare, or you may purchase and manage passes through the Services; the available fare and pass options will depend on the applicable Partner. Depending on the setup with our mobile ticketing Partners, you may be permitted to purchase multiple tickets, store them in your account, and redeem them as they are used. Some Partners may offer discounted fares, such as student or senior fares. By purchasing or redeeming tickets on these discounted fares, you represent and warrant that you qualify for such fares, and you may have to verify eligibility pursuant to our Partners' requirements. The Mobile Ticketing Services you utilize may contain additional rules and prohibitions. You are responsible for any fine, ticket, or penalty charge issued for failure to comply with such rules and prohibitions.

17 – Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Passport agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to your use of the Services, including payments initiated through the Services or your use of Passport Wallet); and claims that may arise after the termination of these Terms or agreement to arbitrate. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with Passport as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Passport's support department at EndUserSupport@passportinc.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Passport support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of 30 days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the
sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms’ or the Privacy Policy’s formation, performance, and breach), the parties’ relationship with each other, and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed $250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding $250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or the Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS at 1155 F Street, NW, Suite 1150, Washington, DC 20004; and (c) send one copy of the Demand for Arbitration to the attention of Passport Legal Department at 128 S. Tryon St., Suite 2200, Charlotte, NC 28202.

You will be required to pay $250 to JAMS to initiate an arbitration against us. If the arbitrator finds the arbitration to be non-frivolous, Passport will pay all other fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys’ fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in the State of North Carolina, United States of America. You and Passport further agree to submit to the personal jurisdiction of any federal or state court in Mecklenburg County, North Carolina in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND PASSPORT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception: Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

30-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (from the email address you used to register for your Account) written notice of your decision to opt out to classactionoptout@passportinc.com with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.” The notice must be
sent 30 days of your first use of the Services or the effective date of the first set of Terms containing an Arbitration and Class Action Waiver section, whichever is later; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Passport also will not be bound by them.

Changes to This Section: Passport will provide 30 days' notice of any changes affecting the substance of this section by posting on the Services, sending you a message, or otherwise notifying you when you are logged into your Account. Amendments will become effective 30 days after they are posted on the Services or sent to you.

Changes to this Section will otherwise apply prospectively only to claims arising after the 30th day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

Survival: This “Arbitration and Class Action Waiver” Section shall survive any termination of your Account or the Services.

18 – General

Governing Law. You agree that: (i) the Services shall be deemed solely based in North Carolina; and (ii) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over Passport, either specific or general, in jurisdictions other than North Carolina. These Terms shall be governed in all respects by the internal substantive laws of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except for claims that must be arbitrated pursuant to the “Arbitration and Class Action Waiver” Section, any claim or dispute arising in connection with the Services shall be decided exclusively by a court of competent jurisdiction located in Mecklenburg County, North Carolina, and you consent to the personal jurisdiction of and venue in such courts and waive any and all jurisdictional and venue defenses or objections otherwise available.

Entire Agreement. These Terms, together with the Privacy Policy and any other legal notices, amendments, and additional agreements or policies published by Passport on the Services, shall constitute the entire agreement between you and us concerning the Services. Except as set forth in the “Arbitration and Class Action Waiver” Section, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. These Terms supersede and replace any prior agreements between Passport and you regarding the Services.

Section Headings. The Section headings in these Terms are for convenience only and have no legal or contractual effect.

Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Passport's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Statute of Limitations. Except where prohibited by applicable law in your state or country of residence, such as New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one year after such claim or cause of action arose or be forever barred.

Force Majeure. Neither Passport nor you shall be liable to the other for any delay or failure in performance under the Terms arising out of a cause beyond its control and without its fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
Transferability and Assignability. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Passport without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns.

Notices. We may deliver notice to you by email, posting a notice on the Services, or any other method we choose, and such notice will be effective on dispatch. You agree to keep your email address information current. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you give notice to us, it will be effective when received by mail at 128 S. Tryon St., Suite 2200, Charlotte, NC 28202.

Contact us. Please contact us in writing at EndUserSupport@passportinc.com or 128 S. Tryon St., Suite 2200, Charlotte, NC 28202 with any questions regarding these Terms.

19 – Apple Terms

If the Services that you use include a mobile application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

- the iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system and subject to Apple's usage rules and requirements;
- these Terms are between you and Passport, and not with Apple;
- Apple is not responsible for the Services and the content therein;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Passport, not Apple;
- except as otherwise expressly set forth in these Terms, any claims relating to the possession or use of the iOS App are between you and Passport (and not between you, or anyone else, and Apple);
- in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these Terms and Conditions are entered into between you and Passport (and not Apple), Apple, as a third-party beneficiary under these Terms and Conditions, will have the right to enforce them against you.

In addition, you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country; and
- you are not listed on any United States Government list of prohibited or restricted parties; and
- if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

20 – Google Terms

If the Services that you use include a mobile application that you download, access, and/or use from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms are between you and Passport only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Passport, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms; and (vi) you acknowledge and agree that Google is a third party beneficiary to the Terms as it relates to Passport's Google-Sourced Software.

21 – DISCLOSURE AND CONSENT TO THE USE OF ELECTRONIC COMMUNICATIONS
As part of your relationship with us, we are required by law to give you certain information “in writing.” We may also need to obtain your signature to perform certain functions. You can choose to both receive information and to provide necessary signatures related to your relationship with us electronically, instead. In order to do this, we first need your consent to use electronic records and signatures.

**By providing your consent to us, you are consenting to the use of electronic records and signatures in connection with your relationship with us, and also confirming that:**

- You have reviewed this Disclosure and Consent,
- You agree to receive your account statements from us electronically,
- You have the hardware and software described below,
- You are able to receive and review electronic records, and
- You have an active email account and have provided the correct address to us.

In this consent, the words “Passport,” “we,” “us,” and “our” means Passport Labs, Inc., its successors, affiliates and assigns. The words “you” and “your” means the person giving consent.

“Communications” means each disclosure, notice, record, document or other information we provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us and any Service we provide.

“Service” means each and every product or service we offer, provide to you, or that you apply for, own, use, administer or access, either now or in the future.

1. **Scope of your consent.** Your consent applies to Communications related to all Services we may make accessible or available, or offer to you, whether through a website, software application, email, messaging services (including text messages), or otherwise. Your consent includes, but is not limited to, all Communications related to parking and transit payment services, your registration and account with us, and the use of the Passport website (“Website”) and mobile application (“Mobile App”).

2. **Delivery of Communications.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you by (i) posting on the Website, (ii) email to you at the email address you provide to us, (iii) through a mobile application, (iv) accessing an online location that we designate in an e-mail, text message or other electronic notice we send to you at the time the Communication is available, or (v) via text message at the phone number you provide to us, if you agree to do so.

We may always, in our sole discretion, provide you with any Communication in writing or send it to you via the U.S. mail or other means of delivery, even if you have chosen to receive it electronically. We may require any information you provide to us, or any document you sign, to be delivered to us in writing. You should print or download a copy of any Electronic Records for your own records, including this Disclosure and Consent.

1. **Your option to receive paper copies.** If we provide an Electronic Record to you, and you want a paper copy, you may call our End User Support team at (704) 837-8066 or email EndUserSupport@passportinc.com and request a paper version. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law.

2. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of your use of or access to certain Services. To withdraw your consent, contact our End User Support team at (704) 837-8066 or via email at EndUserSupport@passportinc.com. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

3. **You must keep your contact information current with us.** You must notify us immediately of any change to the email, telephone, or mailing addresses you provide to us (“Contact Information”). You can make changes to your Contact Information by changing your profile information, calling our End User Support team at (704) 837-8066, or emailing EndUserSupport@passportinc.com.

4. **System Requirements:** In order to view and retain your electronic Communications, you will need:

- Internet access, a Current Version of an internet browser we support;
- A mobile device running a Current Version of the Mobile App;
- A printer or other storage device; and
• An active email address.

You must have a computer or handheld device using a Current Version of an operating system capable of supporting all of the requirements described above. By “Current Version”, we mean a version of the software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for our use of electronic Communications. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices. To receive text messages you will need an active telephone number and a device capable of receiving text messages sent to that number.

If we change these hardware or software requirements, and that change creates a material risk that you would not be able to access or retain your electronic Communications, we will notify you of the revised hardware or software requirements, but you will continue to receive electronic Communications until you withdraw your consent.

In the event of a complaint or concern regarding this Agreement or the Platform, or for more information, please contact Company at 704-837-8066 or info@gopassport.com.