



Railway City Transit – On Demand App

TERMS OF USE

Effective Date: January 1, 2021

Last Updated Date: Dec 17, 2020

I. Introduction and Eligibility

Please read these Terms of Use (“**Terms**”) carefully before using the Service.

These Terms include the City of St. Thomas – Railway City Transit [Privacy Policy](#), which is incorporated by reference into these Terms. We have included several annotations in boxes to help explain or emphasize key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. **Your continued use of the Service means you accept any changes.**

Binding Agreement. These Terms constitute a binding agreement between you and the City of St. Thomas under the Railway City Transit department (“**City**”, “**RCT**” “**we**,” “**us**”). “**You**” and “**users**” shall mean all users of the Service. You accept these Terms each time you access the Service. If you do not accept these Terms, you must not use the Service. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the Service.

Revisions to Terms. We may revise these Terms at any time by posting an updated version. You should visit this page periodically to review the most current Terms because you are bound by them. Your continued use of the Service after a change to these Terms constitutes your binding acceptance of these Terms.

The terms “**post**” and “**posting**” as used in these Terms shall mean the act of submitting, transmitting, sharing, uploading, publishing, displaying, or similar action on the Service.

II. The Service

The “**Service**” means any website, mobile application, or Internet service under St. Thomas’ control, whether partial or otherwise, in connection with providing RCT on demand and conventional transit rides. Each reservation a user makes with such vehicle-sharing transportation providers on the Service is a “**Reservation**”, and each ride taken through a Reservation is a “**Ride**.”



By using the Service to make a Reservation for a Ride, you are electing to use a ridesharing transportation service. You may arrange for individual (i.e., non-shared) transportation services by contacting a third-party transportation provider directly.

III. Eligibility to Use the Service

Children. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER.

No one under the age of 18 is allowed to register with or use the Service without the consent of a parent or guardian. If you are under the age of 18, by registering for and using the Service, you warrant and represent that you have consent to do so from a parent or guardian. If you are a parent or guardian of a minor who has registered for or used the Service without your consent, please contact us at transit@stthomas.ca

IV. Your Account

You are responsible for your log-in credentials and for keeping your information accurate and secure

You are responsible for any activity resulting from the use of your log-in credentials on the Service.

You represent and warrant that the information you provide to the Company upon use of the Service and at all other times will be true, accurate, current, and complete.

Your Log-In Credentials. To use the Service, you may need to log-in by providing a username, password, and cellular phone number. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials (including, without limitation, the behavior of any other people that travel in your party), you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify the City by e-mail to transit@stthomas.ca. You will be solely responsible for the losses incurred by the City and others due to any unauthorized use of your account.

V. Payments and Billing

RCT charges a fee (the “**Fee**”) for use of the Service. You will be charged when your Ride is complete, provided that we may pre-authorize and hold an estimated amount of the Fee on your



card before the Ride begins. All Fees are non-refundable. Fees are exclusive of taxes and other government surcharges.

Cancellation Policy. If you cancel a Reservation, we may charge you a Fee. Repeated cancellations may result in the suspension or termination of your account, at RCT's sole discretion.

No-Show Policy. If you are not present at the time and place designated in your Reservation, we may charge you a Fee. Repeated "no-show" instances may result in the suspension or termination of your account, at RCT's sole discretion.

Cleaning/Damage Fees. If the interior or exterior of the driver's vehicle is damaged or dirtied as a result of intentional or negligent acts such as aggressive slamming of doors, vomiting, or pet accidents, an additional cleaning or damage Fee may be assessed and charged.

RCT Credits and Promotional Codes. You may purchase credit ("RCT Credit") towards future Rides. Purchases of RCT Credit are non-refundable and may only be used with the Service. RCT may offer promotional codes with varying features and rates that are redeemable for RCT Credit. Any such promotional code is valid until its stated expiration date.

VI. Communications

RCT may communicate with you by email, text message or posting notice on the Service. You may request that we provide notice of security breaches in writing.

You agree to receive email from us at the email address you provided to us for customer service-related purposes.

Electronic Notices. By using the Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at transit@stthomas.ca.

SMS Text Messages. We may send you an SMS text message to the phone number you provide upon registering with the Service (i) when you register with the Service, (ii) when you make a Reservation, (iii) when your vehicle is approaching the designated pick-up location, (iv) when your vehicle is at the designated pick-up location, and (v) when you reset your password with the Service. Text message and data rates, as determined by your wireless carrier, may apply. By registering with the Service, you consent to receive these SMS text messages and any applicable charges that may apply

VII. RCT's Content Ownership and Use



RCT owns or has rights to all of the content we make available through the Service, but you may use it as you use the Service. You cannot use our logo without our written permission.

The term “**content**” or “**contents**” as used generally in these Terms shall mean any text, graphics, images, music, software (excluding the Service), audio, video, information or other materials.

The contents of the Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other RCT content (collectively, “**RCT Content**”). All RCT Content and the compilation (meaning the collection, arrangement, and assembly) of all RCT Content are the property of RCT or its licensors and are protected under copyright, trademark, and other laws.

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RCT Marks. RCT, the RCT logo, and other RCT logos and product and service names are or may be trademarks of RCT (the “RCT Marks”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the RCT Marks.

VIII. Intellectual Property Rights and Your License to Use

It is very important that you have permission to use other people’s content, or they (or their parent or guardian) may be able to sue you for violating their legal rights.

a. **You Acquire No Ownership in the Content of RCT or Others.** You understand and agree that you will not obtain as a result of your use of the Service, any right, title or interest in or to such content delivered RCT the Service or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets or other rights) in the content. RCT alone (and its licensors, where applicable) owns all right, title and interest, including all related intellectual property rights, in and to the Service. The Company name, the Company logo, and the product names associated with the Service are trademarks of RCT or third parties, and no right or license is granted to use them.

e. **Additional Licenses.** Certain materials made available for download from or through the Service may be subject to additional or different license terms and conditions. The Service contains content from Users and other RCT licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Service.

IX. Suggestions and Submissions

We appreciate hearing from our users and welcome your comments regarding the Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, enhancement requests, feedback, recommendations or materials (“**Creative Ideas**”), we shall:

1. own, exclusively, all now known or later discovered rights to the Creative Ideas;
2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Creative Ideas; and
3. be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

X. Third-Party Content Disclaimers, Limitations, and Prohibitions

You are responsible for your actions when using and relying on the Service or content available on the Service.

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by third parties (“**Third-Party Content**”). You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. By using the Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate. RCT does not endorse any, nor is it responsible for, Third-Party Content on the Service.

You agree to use the Service only for its intended purpose. You must use the Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Service are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Service, user accounts, or the technology and equipment supporting the Service;
2. frame, mirror or link to the Service without permission;
3. use data mining, robots, web spiders, viruses or worms or other data gathering devices on or through the Service, including any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Service;
4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. disclose personal information about another person, or post, send or store infringing, obscene, threatening, libelous or otherwise tortious material, including material that is harmful to children, violates the rights of third parties, or is intended to harass, abuse, or degrade another person;

6. sell, transfer, or assign any of your rights to use the Service to a third party without our express written consent;
7. post advertising or marketing links or content, including spam or otherwise duplicative and unsolicited messages, except as specifically allowed by these Terms;
8. use the Service in an illegal way or to commit an illegal act in relation to the Service or that otherwise results in fines, penalties, and other liability to RCT or others; or
9. access the Service from a jurisdiction where it is illegal or unauthorized.

XI. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Service.

We will have the right to investigate and prosecute violations of the above to the fullest extent of the law. RCT reserves the right to involve and cooperate with federal, provincial and local law enforcement authorities in prosecuting users to violate these Terms in a criminal manner.

We reserve the right to suspend or terminate your account and prevent access to the Service for any reason, at our discretion. We reserve the right to refuse to provide the Service to you in the future.

RCT may review and remove any Third-Party Content at any time for any reason, including activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

XII. RCT's Liability

We are not liable for the actions of users when they use the Service. We may also change the Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Service or other websites.

Changes to the Service. We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release RCT of all claims,



demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.

Third-Party Websites and Promotions. The Service may include links to third-party websites and applications, including opportunities to purchase goods and services from, or participate in special contests, sweepstakes, and other promotions (“Promotions”) of our business partners, charities, sponsors or other third parties (“Third-Party Partners”). You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the Service.

Released Parties Defined. “Released Parties” include RCT and its affiliates, officers, directors, employees, agents, partners, and licensors.

A. DISCLAIMER OF WARRANTIES

You use the Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (C) THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. RCT MAKES NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY



SERVICES OBTAINED FROM THIRD PARTIES THROUGH THE USE OF THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE AND ANY THIRD-PARTY SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Service. If you use the Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RELATING TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE. RCT AND/OR ITS LICENSORS WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY SERVICE PROVIDER.

RCT MAY PROVIDE RIDES THROUGH A THIRD-PARTY TRANSPORTATION PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD-PARTY TRANSPORTATION PROVIDER. RCT WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, CLAIMS, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A THIRD-PARTY TRANSPORTATION PROVIDER'S FAILURE TO MAINTAIN A CURRENT LICENSE AND/OR PERMIT. RCT WILL NOT BE A PARTY TO DISPUTES OR NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING RCT'S SERVICES RESTS SOLELY WITH YOU.

THE QUALITY OF THE TRANSPORTATION SERVICES SCHEDULED THROUGH THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY



PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND THAT BY USING THE SERVICE, YOU USE THE SERVICE AT YOUR OWN RISK.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR YOUR USE OF COMPANY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any Third-Party Content, (ii) your use of or reliance on any RCT Content, (iii) your violation of any rights of any third party, including transportation service providers booked through the Service; or (iv) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding.

XIII. General Terms

These Terms constitute the entire agreement between you and RCT concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.