

WMATA SMARTBENEFITS® PASSENGER ALLOCATION SYSTEM

TERMS AND CONDITIONS

SMARTTRIP® CARD REQUIRED

You will need a registered SmarTrip® card linked to a SmartBenefits account to use the SmartBenefits® Passenger Allocation System (“System”). You are responsible for restricting access to your System account; and you agree to accept responsibility for all activities that occur with your account. WMATA in its sole discretion reserves the right to refuse service, terminate accounts, terminate your rights to use this System, remove or edit content, or cancel orders.

ELECTRONIC COMMUNICATIONS

When you use this System, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through other WMATA services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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Users of this System are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, objectionable or profane material or any materials that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. You are also prohibited from posting or transmitting any information, software or other material which violates or infringes on the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyrights, trademark or other proprietary right, or derivative works. Users are prohibited from posting or transmitting any information, software or other material which contains a virus or other harmful components.

Please review the WMATA System of Records Notice (“SORN”) and the WMATA Privacy Policy and Legal Disclaimer to understand WMATA’s practices as such policies also governs the User’s

registration, use and participation in this System. The WMATA SORN and Privacy Policy and Legal Disclaimer can be reviewed at:

[Routine Uses Applicable to Many WMATA Systems of Records](#)

[SmartBenefits® Records](#)

[SmarTrip® Database](#)

[Privacy Policy and Legal Disclaimer](#)

LICENSE AND ACCESS

Subject to your compliance with these Terms and Conditions, WMATA grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use this System. The license granted by WMATA terminates if you do not comply with these Terms and Conditions

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

To the full extent permissible by law, WMATA disclaims all warranties express or implied for all services, information, content, materials, products (including software) or other services included on or otherwise made available to you through this System, WMATA's servers or electronic communications sent from WMATA are free of viruses or other harmful components. To the full extent permissible by law, WMATA will not be liable for any damages of any kind arising from the use of any WMATA service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any WMATA service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

As a User of this System, you hereby certify to defend, indemnify and hold harmless WMATA, its officers, directors, employees, contractors, subcontractors and agents from and against any third party claims suits, demands, actions, judgments, awards, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to damages or causes of action arising out of WMATA's failure to perform, or failure to comply with its obligation under these Terms and Conditions for all transactions related to the System.

APPLICABLE LAW

All applicable federal, state and local laws govern user access to the WMATA Passenger Allocation System. By accessing and registering with the WMATA Passenger Allocation System, you accept and agree that any disputes which arise as a result of this Agreement shall be heard in a court of competent jurisdiction located in Washington, DC and shall be interpreted under the laws of the District of Columbia without regard to principles of conflict of laws.