

SMARTBENEFITS® NON-EMPLOYEE RIDER PROGRAM

TERMS AND CONDITIONS

INTRODUCTION

SmartBenefits® enables social service agencies, homeowner associations, their third-party administrators and other organizations (Providers) to offset or reduce transit costs in whole or in part for their clients, students, volunteers, visitors, contractors, or any other third-party, non-employee authorized by the Provider (individually and collectively “Recipients”). The Washington Metropolitan Area Transit Authority (WMATA) created and administers the SmartBenefits® Recipient Rider Program (SmartBenefits® Program) to provide transportation and/or parking funds to your Recipients with your registration into the program. Each Recipient must have a registered SmarTrip® card account into which the SmartBenefits® funding is added by the Provider. The card may be registered in the Recipient’s name or the Provider’s name.

By registering for and ordering SmartBenefits® through this portal, you on behalf of your Provider accept and agree to be bound by SmartBenefits® terms and conditions, other provisions of this Agreement and other applicable WMATA policies, including the System of Records Notice and Public Access to Records Policy, the WMATA Tariff on Metro Fares and the WMATA Tariff on Ridership Rules. Any use of the SmartBenefits® Program or portal will constitute acceptance of this entire Agreement. If you do not agree to abide by the terms and conditions herein, do not use the SmartBenefits® portal.

PROVIDER & THIRD-PARTY ADMINISTRATOR SMARTBENEFITS® REGISTRATION

The SmartBenefits® application and registration must be completed online by an authorized representative of your Provider or by the Provider’s Third-Party Administrator (TPA). Upon WMATA’s receipt and acceptance of completed payment method forms, WMATA will assign the Provider with a customer account number, user ID, and a password. Once registered, the Provider will be provided with instructions to configure their account to process SmartBenefits® orders. By applying for SmartBenefits®, the Provider agrees that it is responsible for managing the SmartBenefits® Program on behalf of its Recipients.

RECIPIENT SMARTRIP® CARD REGISTRATION

Recipients may use their online SmarTrip® account to view their SmartBenefits® account transaction history and balance(s) if the SmarTrip card is registered in the Recipient’s name. Also, if allowed by their Provider, Recipients may purchase Metro’s transit pass products with Provider provided funding. Recipients may also allocate SmartBenefits® funds to third party transit service operators such as MARC, VRE, MTA Commuter Bus and vanpools by creating an account on the SmartBenefits® Passenger Allocation System. Recipients can also view the SmartBenefits® account balance for the “purse” used to pay their fare when they exit at Metrorail faregates or board a Metrobus or Regional Partner bus and tap the farebox.

FUNDING SMARTBENEFITS®

1. The Provider may add SmartBenefits® funds up the maximum amount authorized by the SmartBenefits® User Guide directly to the “transit purse” of the Recipient’s SmarTrip® account to subsidize the cost of any eligible WMATA fare product or to purchase fare on any eligible transit provider in the Washington DC metropolitan area; or
2. The Provider may add SmartBenefits® funds up the maximum amount authorized by the SmartBenefits® User Guide directly to the “parking purse” of the Recipient’s SmarTrip® account for use at eligible parking facilities; or
3. The Provider may add SmartBenefits® funds to the “stored value purse” up to the \$300 maximum for that purse. Those funds may be used at eligible transit and parking providers; or
4. The Provider may pre-purchase a reserve of SmartBenefits® AnyTime funds which are available for the Provider to allocate to SmarTrip® cards enrolled in SmartBenefits® independently of the monthly SmartBenefits® allocation process.

ADVANCE PAYMENT OF SMARTBENEFITS®

SmartBenefits® orders shall be due and payable in advance of the availability of SmartBenefits® by Automated Clearing House (ACH) electronically debited from a registered bank account via Electronic Funds Transfer (EFT) into WMATA’s Depository Institution or by bank card. Payment of each SmartBenefits® order must be made in full by the first business day following the employer’s or third-party administrator’s designated order deadline as a prerequisite to processing SmartBenefits® purchases for the upcoming month. By providing your payment information and selecting a payment method of either ACH-WMATA Originated or bank card, you agree and authorize WMATA to debit/credit or otherwise withdraw funds in the manner, amount and date specified by you, including transaction fees, if any, without respect to the source of any funds in such account provided by you. You further authorize and agree to pay any and all fees and penalties for any authorized transaction which cannot be processed, is returned or is late. Users that prefer to pay using a bank card may be charged a convenience fee of up to 3% of the total payment amount of each bank card transaction to defray costs incurred by WMATA to process bank card payments. If a convenience fee is applied, the amount of such convenience fee will be shown on the order screen. **EXCEPTION: Government agencies may pay for SmartBenefits® up to one month after the availability of SmartBenefits® if the government agency has utilized a Purchase Order (“PO”) that has been approved by WMATA to secure funding for SmartBenefits® and provides a copy of the same to WMATA. WMATA will not counter-sign any PO issued for this purpose unless otherwise agreed.**

UNUSED SMARTBENEFITS® FUNDS

The Provider may elect to “rollover” unused SmartBenefits® subject to maximum rollover limits which may change from time-to-time as determined by WMATA. Such election allows unused SmartBenefits® subsidies to remain in the Recipient’s account to which they were appropriated for future use by that Recipient. The funds remain with the Recipient until such time as the Recipient exhausts the value by using the eligible transit or parking providers. Once

SmartBenefits® funds are allocated to the Recipient's SmartBenefits® account, such funds are non-refundable and never expire as long as the fare technology possessed by the Recipient is still accepted for use in the payment of fares with WMATA.

Providers that subsidize SmartBenefits® for their Recipients may elect "non-rollover" treatment of unused SmartBenefits® subsidies. Such election may apply to a portion or all of the Recipient SmarTrip® accounts registered by the Provider. A non-rollover election provides an end of the month sweep of Recipients' unused SmartBenefits® subsidies in the transit purse and parking purse. The unused SmartBenefits® funds recaptured by the sweep are credited against orders for subsequent months until exhausted or until the Employer or TPA terminates the SmartBenefits® account. Upon termination of a SmartBenefits® account, recaptured funds may be refunded to the Employer or TPA. The Provider may change the non-rollover election of any one or more Recipients for any future subsidy month.

The Provider may elect to suspend Recipient benefits. Suspending a benefit will remove the benefits from a SmarTrip® card. For rollover transactions this feature must only be used to correct an error. For non-rollover transactions, this feature may also be used to prevent a former Recipient from using remaining, benefits if the Recipient left the program before the end of the benefit month. Suspended benefits are applied as a credit against orders for subsequent months until exhausted.

Providers may also elect to purchase SmartBenefits® AnyTime funds. Unused SmartBenefits® AnyTime funds that have not been allocated to SmarTrip® cards may be refunded to the Provider. Unless otherwise authorized by the WMATA Tariff on Metro Fares, WMATA will **NOT** refund unused SmartBenefits® funds after the Provider has allocated such funds to a SmarTrip® card.

TERMINATION OF SMARTBENEFITS®

The Provider herein acknowledges and agrees that WMATA may terminate the Provider's participation in the WMATA SmartBenefits® Program at any time, and without cause.

ASSIGNMENT OF SMARTBENEFITS®

A Provider shall notify WMATA of any assignment of its approved SmartBenefits® account and any rights to participate in the WMATA SmartBenefits® Program to Provider's successors and assignees. Any such assignment shall become effective following completion of an application by the successor or assignee and approval thereof by WMATA.

INDEMNIFICATION

All registered Providers using the SmartBenefits® Transit Benefit Program portal herein 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 and the WMATA SmartBenefits® Program. **EXCEPTION: Government agencies shall pay only their own costs and liabilities related to any dispute arising from WMATA's obligations and duties under these Terms and Conditions and related to the WMATA SmartBenefits® Program.**

PRIVACY AND USE OF INFORMATION

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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 the WMATA SmartBenefits® Program. 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](#)

ELECTRONIC COMMUNICATIONS

When you use this portal, 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.

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 portal. The license granted by WMATA terminates if you do not comply with these Terms and Conditions

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

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All Users of the SmartBenefits® portal herein 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 and the WMATA SmartBenefits® Program.

EXCEPTION: Government agencies shall pay only their own costs related to any dispute arising from WMATA's obligations and duties under these Terms and Conditions and related to the WMATA SmartBenefits® Program.

APPLICABLE LAW

All applicable federal, state and local laws govern user access to this WMATA website and portal. By accessing and registering for WMATA SmartBenefits® through this portal, 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.