

# SMARTBENEFITS® VANPOOL AND OTHER THIRD-PARTY TRANSIT SERVICE OPERATORS

## TERMS AND CONDITIONS

### INTRODUCTION

Vanpool, commuter rail, commuter bus, and other third-party transit providers or their representatives (“Transit Providers”) may use the WMATA Vanpool and Transit Service Operators website to register to receive payment of fare for eligible transit expenses incurred by their riders that use the SmartBenefits transit allocation feature (“Registered Commuters”).

### FOR-HIRE MOTOR CARRIER LEGAL COMPLIANCE

By using this WMATA Vanpool and Transit Service Operators website a Transit Provider certifies that it is fully compliant with local licensing and safety requirements applicable to for-hire motor carriers transporting passengers. If a Transit Provider registers to receive SmartBenefits fare payments, the Transit Provider also certifies that it is fully compliant with all laws, guidelines or rules pursuant the Qualified Transportation Fringe Benefit Program authorized under 26 USC §132(f)(5).

By registering and accepting payment through this website, Transit Providers accept and agree to be bound by WMATA Vanpool and Transit Service Operators terms and conditions, and other applicable WMATA policies, including the ACH Agreement, System of Records Notice and Public Access to Records Policy, among others.

### PAYMENTS FOR ELIGIBLE TRANSIT FARE

Transit Providers may use the WMATA Vanpool and Transit Service Operators website to identify the funds allocated to them by Registered Commuters on the first day of the month. Funds will be paid by the first week of each benefit month via ACH payment to the bank account provided by the Transit Provider during Registration. The Transit Provider’s administrative user(s) may verify and update the bank account using the website’s Account Maintenance function.

### TERMINATION OF AGREEMENT

Transit Providers acknowledge and agree that WMATA may terminate the Transit Providers and any Registered Comuter’s participation in the WMATA Vanpool and Transit Service Operators System at any time, and without cause.

### ASSIGNMENT AGREEMENT

Transit Providers shall notify WMATA of any assignment of its approved Vanpool Operator Application and any rights to participate in the WMATA Vanpool and Transit Service Operators website to the Transit 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.

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#### INDEMNIFICATION

All Transit Providers 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 and the WMATA Vanpool and Transit Service Operator System.

**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 Vanpool and Transit Service Operator System.**

#### PRIVACY AND USE OF INFORMATION

WMATA logos and all related product and service names are marks or registered marks of WMATA and are the property of WMATA. Any unauthorized copying, alteration, distribution, transmission, performance, display or other use of this material is prohibited. Any information WMATA receives through this website will be used to fulfill your requests and as authorized in the System of Records Notice. We do not lease, sell or otherwise release your personal information to outside companies for marketing purposes. By providing such information to this website, you hereby grant WMATA the right to read, use, as WMATA deems appropriate in its sole judgment.

Users of this website 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 with respect thereto, without first obtaining permission from the owner or right holder. 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 ("SORNs") and the Privacy Policy and Legal Disclaimer to understand WMATA's practices as such policies also governs a Transit Provider's registration, use and participation in the WMATA Vanpool and Transit Service Operator website. 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](#)

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#### ELECTRONIC COMMUNICATIONS

When you use this website, 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 website. 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 website, WMATA's servers or that 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 website or service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

All Users of the SmartBenefits website 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.**

## **SMARTBENEFITS® VANPOOL AND OTHER THIRD-PARTY TRANSIT SERVICE OPERATORS**

### **TERMS AND CONDITIONS**

#### **APPLICABLE LAW**

All applicable federal, state and local laws govern user access to the WMATA website and the WMATA Vanpool and Transit Service Operators website. By accessing and registering as a Transit Provider with WMATA, 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.