

## **Mobile Ticketing Agreement**

We may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms to the application. You agree to accept these terms and conditions, as well as the general terms and conditions relating to the New Orleans Regional Transit Authority (RTA) Website.

### **Mobile Ticketing**

The word "mobile phone" used within these terms relates to any mobile phone that is able to install the application and display the mobile ticket using the phone's data capability. By accepting these terms you confirm that you have a mobile phone on which you can receive and display these mobile tickets.

The security of your mobile phone or ticket is your responsibility. In the event that the ticket or your mobile phone is lost or stolen, we will be unable to provide a duplicate or replacement ticket and a new one will have to be purchased.

Your mobile ticket should be displayed clearly on the mobile phone screen when asked by staff or an operator. If the mobile ticket has been damaged or is illegible in any way, the ticket becomes invalid and a new one must be purchased.

By purchasing a mobile ticket you agree to cooperate fully with RTA staff or ticket inspectors and display your mobile phone and any of the ticket details for inspection if asked to do so. It is your responsibility to ensure that the mobile phone is sufficiently charged to display the ticket as many times as required for the duration of your journey including at origin and destination stations.

### **RTA Mobile Application**

#### **Use of the Mobile Application**

RTA grants you the right to download, install and use the mobile application on your mobile handset to purchase tickets and access information in accordance with these terms and conditions.

You do not and will not own the mobile application or any information that is provided to you through it or the RTA, but you may use these things in accordance with these terms and conditions.

The mobile application is provided to you free of charge and on an 'as is' basis. We have tried to make sure that it will work on each compatible mobile handset, however, we do not promise that the mobile application will be suitable for your needs, or that it will work accurately or in a particular way. All implied promises or warranties related to the mobile application, and access to the booking service through it, are excluded.

#### **Data charges and access**

The mobile application requires a correctly configured and functional wireless internet data connection, both for the initial installation, and for purchase.

Data charges may be charged to you by your network provider depending on your individual agreement. You are responsible for any such costs. Note that if you are using the mobile application on an overseas network, the cost of data usage may be considerably higher than when at home.

We are unable to provide any warranties as to the levels of connectivity you will receive via your mobile handset. This may depend upon your tariff, your network provider or your corporate policy if you have a work-issued handset. We will not accept any responsibility for any connectivity issues you may experience.

Please contact your network provider or visit their website if you require assistance configuring a data connection for your phone.

## **Support & Communications**

While we attempt to provide optimal coverage of mobile devices, our mobile application will not work on all mobile handsets. Currently supported handsets include Apple iOS, and Android. Download and operation success may depend on handset settings.

If you have any queries or problems with the mobile application, please look at our FAQs for answers to the most common questions we receive from users. If the FAQs do not assist, please contact us at

[nortasales@transdev.com](mailto:nortasales@transdev.com)

We may send communications to you through the mobile application. These communications may include marketing material, technical and support information, and information on updates or changes. By using the mobile application, you agree to us providing you with such communications.

Please note that we may cease to operate and support the mobile application, or a particular version of it, at any time. If this happens, you will be unable to access the ticket purchases through the mobile application (or the relevant version of it) and you may be unable to download or install fresh copies of the mobile application. Where we think that it is reasonable to do so, we also reserve the right to either require you to delete the mobile application, or to remotely deactivate the mobile application from your mobile handset.

## **Updates & Availability**

From time to time, we may issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the relevant update. If we issue an update of the mobile application without disabling our earlier version installed on your handset, we nonetheless recommend that you download and install all updates issued. We cannot accept any liability for errors which become apparent in old versions of the mobile application.

We are able to suspend access to ticket purchases through the mobile application. We can do this for any reason, but will usually only do so when carrying out maintenance on the mobile application or the systems supporting it.

## **Security**

Your mobile application will store your frequent trips and past trips. You should ensure that your phone is protected by a suitable PIN number or password so that if lost/stolen your stored details cannot be used or accessed

## **Changes, cancellations and refunds**

RTA does not allow changes, cancellations, or refunds of purchased tickets.

## **Liability Disclaimer**

We will use reasonable care and skill to carry out the ticket retailing services contained in mobile application within a reasonable time, in accordance with these terms. We do not make any other promises or representations and no other promises or representations shall apply in respect of the information, products, and/or services contained in the mobile application. We are not responsible for special or circumstantial damages.

Please review any other applicable terms and conditions between you and third party providers.

## **Other Terms**

We may change these terms from time to time. When we do so, we will publish the new version in the application. Each new version will take effect from the time it is first published in the application, and from then on will apply to you. However, any changes will not affect existing terms accepted by you when making a purchase through this application. If you use the mobile application, we will ask you to confirm your acceptance to the most up-to-date version of these terms and conditions whenever you make a booking. If you do not agree to any changes we make to these terms and conditions, you must stop using the mobile application.

These terms and conditions are intended by us to set forth the entire agreement between the parties herein, you and the RTA. We recommend that you read the terms and conditions carefully to protect your own interests. If you do not believe they set out the entire agreement between us, please inquire as to any additional terms prior to making any transaction. We do not accept any liability for any reliance placed by you on any statement or representation on this mobile application, whether made by us or a third party. If any of these terms are found to be invalid by a court of law then the remainder of these terms shall continue to apply.

The prices quoted on this mobile application are in US Dollars. If you choose to pay for your ticket using a foreign credit or debit card, you will be responsible for the exchange rate and you are advised that changes to your ticket or refunds may be affected by such exchange rate. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms or your use of this mobile application.

You and we agree that United States and/or Louisiana law applies to these terms and conditions and that any dispute between us regarding the mobile application or arising out of or in connection with these terms and conditions will only be addressed in Orleans Parish Civil District Court.