

## WEBSITE TERMS AND CONDITIONS OF USE

Updated: November 1, 2017

### 1. Website Terms and Conditions of Use

Welcome to the website of GO Transit, a division of Metrolinx, a Crown Agency within the meaning of the *Crown Agency Act*, R.S.O. 1990 (“GO Transit”). This page states the terms and conditions (the “Terms”) which apply to your use of the GO Transit websites (the “Website”). **Please read these Terms carefully.** By accessing and browsing the Website, you acknowledge that you have read, understood and agree to abide by and comply without limitation or qualification, to these Terms. If you do not agree with any of these Terms, please do not use the Website.

Metrolinx reserves the right to change, modify, alter or otherwise update these Terms as well as the services contained on or referenced in the Website, without prior written notice at any time, at Metrolinx’s sole discretion. Updated or revised Terms will be posted on the Website. Please check these Terms periodically for changes. Your continued use of the Website following the posting of any changes to these Terms constitutes acceptance of those changes.

In using the Website, you agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked websites;
- not to disrupt or interfere with any other user’s enjoyment of the Website or affiliated or linked websites;
- not to upload, post, or otherwise transmit through or on the Website any viruses or other harmful, disruptive or destructive files; and
- not to attempt to obtain unauthorized access to the Website or portions of the Website which are restricted from general access.

### 2. Information

Metrolinx attempts to be as accurate as possible in describing all information on the Website (including all Content (as defined below) thereon). Such information is for information purposes only and has been provided as a public service. Although every attempt has been made to ensure its accuracy, Metrolinx does not represent or warrant that any Content of the Website is accurate, completely reliable, current or error-free. Any views expressed or made available by third parties on the Website or in its Content are those of the respective third parties and not of Metrolinx.

### 3. Intellectual Property Rights

Material on the Website, including but not limited to text, data, wallpaper, icons, images, illustrations, audio clips, video clips, surveys, information, PDF documents, artwork, graphics, music, software (including all computer code of all types) and special promotions (collectively the “Content”) is either owned or licensed and controlled by Metrolinx, and Metrolinx does not represent or warrant that such material does not infringe the rights of any other person or entity. The Content on the Website is protected by Canadian and international copyright laws and treaties. You may not sell or modify any of the Content or reproduce, download, upload, adapt, transmit, republish, display, perform, distribute, decompile, extract, reverse engineer, disassemble, decrypt, create derivative works from software which forms part of the Content or otherwise use any part of the Content in any manner whatsoever without the prior written consent of Metrolinx or the applicable third party, or otherwise except as specifically permitted on the Website. Any infringement of Metrolinx’s rights will result in appropriate legal action.

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Notwithstanding the foregoing, Metrolinx authorizes you to make one electronic or paper copy of the information posted on any page of the Website provided that the copy is used solely for non-commercial, personal purposes, the Content is not to be altered, redistributed, published, broadcast or copied and, in each and every case, provided that any such copy remains protected by all copyright, trademarks, service marks and other proprietary notices.

#### 4. Third Party Links and Information

The Website may contain links (or you may be sent through the Website) to other websites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Applications, Software or Content”). Links to Third Party Sites and any Third Party Applications, Software or Content made available through or installed from the Website is provided as a convenience only. If you decide to visit any Third Party Sites or use or install any Third Party Applications, Software or Content, you do so at your own risk. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by Metrolinx and Metrolinx disclaims, expressly and impliedly, any responsibility or liability for the accuracy, relevance, copyright, compliance, legality, decency or suitability of any material, content, products, services or information found on any linked Third Party Site or in any Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not constitute in any manner a reflection on, affiliation with, or endorsement by Metrolinx of any such Third Party Site or Third Party Applications, Software or Content, the respective entity or their respective material, content, products, services or information and Metrolinx makes no representations or warranties, express or implied, concerning any material, content, products, services, information or security of the information found on any Third Party Site or contained in, or generated by any Third Party Applications, Software or Content and you hereby irrevocably waive any claim against Metrolinx with respect to such Third Party Sites and Third Party Applications, Software or

Content. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, Trojan horses and other items of a destructive nature.

## 5. Linking Agreement

If you want to link to the Website, you may do so, provided you agree to the link conditions described below (“Link Conditions”):

1. If you link to the Website, your website may not,
  - a) imply that Metrolinx is endorsing you or your products or services;
  - b) imply an affiliation between you or any entity on whose behalf you may be acting without the prior written consent of Metrolinx;
  - c) misrepresent your relationship with Metrolinx or present false or misleading impressions about Metrolinx or its services; and
  - d) contain content that may be interpreted as distasteful or offensive.
2. Metrolinx shall have no responsibility or liability for any content appearing on your website.
3. Metrolinx may at any time, in its sole discretion, immediately terminate your right to link to the Website, with or without cause. If Metrolinx exercises this right, you will immediately remove all links to the Website.

By establishing a link to the Website, you will be deemed to have agreed to the Link Conditions.

Certain websites may be linked to the Website. Not all of these links may have been permitted by Metrolinx. Regardless of whether a link has been permitted by Metrolinx, Metrolinx is not responsible for the contents of any website that is linked to the Website. Metrolinx has not reviewed and makes no representations or warranties, and does not endorse, any website that is linked to the Website, the contents of any such website, the information appearing on any such website or any of the products or services described on any such

website. The fact that a website is linked to the Website does not imply that Metrolinx sponsors or is affiliated or associated with the entity that owns or is responsible for the website linked to the Website.

#### 6. Google Translate Disclaimer

Google™ Translate is provided as a courtesy to visitors to the Website. Metrolinx assumes no responsibility for the accuracy, reliability or timeliness of the translation facilitated with this tool.

#### 7. Use of Forums, Polls, Bulletin Boards and Other On-Line Communication Media

To facilitate public discussion, obtain relevant feedback in respect of the work undertaken by Metrolinx and to allow for the public to share Metrolinx-related content they have created, the Website may contain bulletin boards, chat rooms, or other message or communication tools (individually a “Forum” and collectively “Forums”) for use by the general public. If you elect to use such Forums you agree to use them only to send and receive messages and material that shall not, in any manner or to any extent, do any of the following:

- post, transmit, link to or otherwise distribute any material, content or information constituting, advocating or encouraging conduct that would constitute any criminal or quasi-criminal offence, or commit or cause the commission of any criminal or quasi-criminal offence or other tortuous conduct that could give rise to civil liability;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- infringe, contravene, breach or otherwise interfere with or harm the rights of any other person, including without limitation any contractual, personality, confidentiality, privacy, moral, statutory, common law or intellectual property;

- impersonate any person or entity, including, but not limited to, a Metrolinx officer, director, employee, official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- interfere with, manipulate, alter, amend or in anyway affect the content of the Website as posted by Metrolinx and/or other users of the Forums, including without limitation forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to the Website
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- advertise or offer to sell any goods or services, or conduct or forward any surveys, contests, or chain letters;
- download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner;
- interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of any networks connected to the Website;
- interfere with, disrupt, override or circumvent any usage rules or security components imbedded into the Website; and
- intentionally or unintentionally violate any applicable local, provincial, state, national or international law.

In communicating with Metrolinx and/or registering for use of the Website and Forums, you agree to provide information about yourself that is true, accurate, current and complete, and to keep such information true, accurate, current and complete. You may receive a password and account designation upon completing the Forums' registration process or otherwise advising us of your intention to join the Website and Forums. You are responsible for maintaining the confidentiality of your password and account designation and are fully responsible for all activities that occur under your password or account. In this regard you agree to immediately notify Metrolinx of any unauthorized use of your password or account designation or any

other breach of security. You will also ensure that you exit from the Website and any Forum at the end of each session.

The Forums and all postings located thereupon or otherwise on the Website are public and not private communications and may not be monitored, screened, sanctioned or endorsed by Metrolinx. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other material (collectively referred to as the "User Content") are the sole responsibility of the person from whom such User Content originated. You shall be solely responsible for your own User Content and the consequences of submitting and publishing your User Content on the Website. You must evaluate and bear all risks associated with the use of any Content and/or User Content, including any reliance on the accuracy, completeness, or usefulness of such Content and/or User Content. Metrolinx does not endorse any User Content submitted to the Website by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Metrolinx expressly disclaims any and all liability in connection with such content. Metrolinx does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Metrolinx will remove any User Content if properly notified that such content infringes on another's intellectual property rights. Metrolinx is under no obligation to publish your User Content or to keep it accessible; such decisions are at its sole discretion. Metrolinx reserves the right for any reason to remove at any time without notice any User Content. Metrolinx reserves the right to deny, in its sole and absolute discretion, any user access to the Website or Forums or any portions thereof without notice to you.

You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the User Content you submit. You further agree that User Content you submit to the Website will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Metrolinx all of the license rights granted herein. By participating in the Forums, signing a Metrolinx digital license permission form, or otherwise submitting any User Content to Metrolinx through the Website or otherwise, save and except for any personal

information we may collect from you, you automatically grant (or warrant that the owner of such materials expressly grants) Metrolinx a world-wide, perpetual, royalty-free, irrevocable, sublicenseable, transferable and nonexclusive right and license to use, copy, adapt, transmit, reproduce, communicate, publicly display and perform, distribute in any media formats and through any media channels, including social media and create compilations and derivative works from such submitted materials. You also hereby grant each user of the Website a non-exclusive license to access your User Content through the Website, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Website and under these Terms. Any ideas, suggestions, questions, comments or other similar material that you submit to Metrolinx shall become the property of Metrolinx. By submitting an idea, suggestion, question or comment to Metrolinx, you are waiving any and all rights that you may have in the idea, suggestion, question or comment and Metrolinx shall be entitled to use the idea or suggestion as it so desires, as provided or as modified by Metrolinx, without any obligation to compensate you or others for the materials. In addition, you warrant that all “moral rights” in such materials have been waived. You give Metrolinx permission to publish your full name in any forum or platform in connection with your submitted materials. Similarly, you give Metrolinx permission to contact you for follow-up in connection with any User Content you submit through the Website. Metrolinx’s use of your personal information is set out below.

## 8. Use of Surveys

At times the Website may request information from you via surveys. Participation in surveys is completely voluntary. At the time we conduct the survey, we will let you know how we intend to use the information collected. If you choose not to participate in surveys, you will still be able to use the Website.

## 9. Using files located on non-Metrolinx servers

To improve the functionality of the Website, certain files (such as open source libraries, images and scripts) may be delivered automatically to your browser via a trusted third-party server or content delivery network. The delivery of these files is intended to provide a



seamless user experience by speeding response times and avoiding the need for each visitor to download these files.

## 10. Privacy

You have read the Metrolinx Privacy Policy, the terms of which appear on **<http://www.gotransit.com>** and are incorporated into these Terms, and agree that the terms of such policy are reasonable. Metrolinx values and respects your privacy, and is committed to protecting your personal information by keeping it confidential and secure. Metrolinx's collection and retention of your personal information is governed by the terms of *the Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, and other relevant legislation.

In general, you may visit the Website without telling us who you are or revealing any personal information about yourself. If you choose to direct an inquiry to Metrolinx, submit an idea, suggestion, or comment, or enter a contest, we may ask you to provide your name, phone number, mailing address, and email address for the purposes of responding to your inquiry, idea, suggestion or comment, or contest submission. If you prefer not to use the Website to submit an inquiry, idea, suggestion or comment, you can contact us.

When you visit the Website, small data files called cookies are sent to your computer. Cookies are generally used to make it more convenient to use the Website. Persistent cookies are stored on your computer when you visit certain websites, while session cookies expire when you close your browser. Metrolinx may use either or both types of cookies. Session cookies facilitate your use and navigation of our sites, while persistent cookies identify your browser and IP (Internet Protocol) address, but do not collect personal information such as your name and address.

Web analytics can be described as the collection, analysis, measurement and reporting of data about web traffic and user visits for the purposes of understanding and optimizing web usage. Metrolinx uses web analytics services including Google Analytics to help analyze the use of the Website. These tools use cookies to collect and generate information about your visits to the Website (including your IP address) that is transmitted in an anonymous form for

processing. We study patterns of Website activity so we can improve the experience of visitors to the Website.

The use of these tools does not allow us or our analytics service providers to identify individuals. We will never use the statistical analytics tool to track or to collect any personal information of visitors to our sites.

You can opt out of analytics activity by setting your browser to refuse to accept cookies from the Website. Some browsers can be set to accept all cookies, reject all cookies or notify you when you receive cookies. If you choose to modify your browser, some pages of the Website may not function properly. Please consult your browser's Help Menu for instructions. For your information, Google currently offers a free Google Analytics opt-out tool for certain browsers.

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Questions about the manner in which Metrolinx collects your personal information should be directed to: Senior Privacy Officer, Metrolinx, 97 Front Street West, 2nd Floor, Toronto, Ontario, M5J 1E6 (416) 202-5997.

## 11. Contests

Metrolinx may occasionally run contests that offer prizes and that will require you to provide us with your personal information. You must read and agree to all the terms, conditions and rules that apply to that contest before entering it. By entering such contests from time to time, you acknowledge that you have read such rules as may apply, and agree to be bound by them.

## 12. EXCLUSION AND DISCLAIMER OF WARRANTIES

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### 13. LIMITATION OF LIABILITY

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#### 14. INDEMNIFICATION

YOU AGREE THAT YOUR USE OF THE WEBSITE AND/OR THE CONTENT AND/OR ANY THIRD PARTY SITES AND/OR ANY THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT SHALL NOT BE MADE THE BASIS FOR ANY CLAIM, SUIT, DEMAND OR CAUSE OF ACTION OR OTHER PROCEEDING AGAINST METROLINX, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS. YOU AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD METROLINX, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HARMLESS AGAINST ANY CLAIM, SUIT, DEMAND, ACTION OR OTHER PROCEEDING BROUGHT OR THREATENED BY A THIRD PARTY AS A RESULT OF (I) YOUR BREACH OF THESE TERMS; AND/OR (II) YOUR USE OF THE WEBSITE AND/OR THE CONTENT.

#### 15. Accessibility

Metrolinx is committed to ensuring that information about our services is accessible in accordance with the *Accessibility for Ontarians with Disabilities Act*, S.O. 2005. If you require a Metrolinx document in an alternate format or are in need of a communications support, please submit a request through our online contact form, or by calling us at one of our telephone numbers below:

- 416-869-3200 - Toronto local calling area
- 1-888-438-6646 - Toll-Free Number
- 1-800-387-3652 - TTY teletypewriters only

Once your request is received, Metrolinx will contact you to provide you with additional information on when you can expect a response, based on the document and format you are requesting.

## 16. Applicable Law

The Website is controlled and operated from the Province of Ontario, Canada by Metrolinx. Metrolinx does not make any representation that the facilities or services offered through the Website comply with any legal or regulatory requirements of countries other than the Province of Ontario, Canada. In accessing the Website, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. If it is prohibited to make the Website, the facilities or services offered through the Website or any part of them, available in your country, or to you (whether by reason of nationality, residence or otherwise), the Website and/or facilities or services offered through the Website or any part of them are not directed at you. Your use of the Website and these Terms shall be governed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You acknowledge that you have full legal capacity to use the Website and the Forums in accordance with the foregoing. By using the Website, you acknowledge and agree to submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in this respect.

In addition to complying with these Terms, you agree to use the Website and Content for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.