

# Terms & Conditions - Introduction

Thank you for using the GoPass Mobile Ticketing App. from Metropolitan Tulsa Transit Authority herein referred to as MTTA. MTTA may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. By clicking on the link below, you are agreeing to accept these terms and conditions, as well as the general terms and conditions relating to the website managed by MTTA.

## Mobile Ticketing

A Mobile Ticket refers to a type of ticket for buses and trains, which are purchased only through MTTA's mobile app through an iOS or Android device. 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, MTTA will not provide a duplicate or replacement ticket. Your valid mobile ticket should be activated and displayed clearly on the mobile phone screen when asked by MTTA's fare enforcement officers (including but not limited to police officers, bus operator or Lift operator, MTTA Security, Station Attendants) to view the mobile ticket. The mobile ticket must be retained during your entire journey. If you are unable to show a valid ticket, you may be subject to removal from property and or suspension of services. If the mobile ticket is not readable in any way, the ticket becomes invalid and a new one must be purchased at your expense. If you delete the mobile ticket app you will also delete your mobile tickets. If you reinstall the mobile ticket app using the same registered mobile number, your tickets will be downloaded to the device. You cannot copy, print, or transfer mobile tickets.

## Prices and Receipts

The price of a mobile ticket is the same as a ticket you purchase from the farebox, MTTA website, stations, and approved 3rd party vendors. When you purchase a mobile ticket on the mobile ticketing app you will be notified of the price of the ticket before you confirm your purchase. For more information on fares please visit: <https://www.metrolinkok.org/fare-rider-guide/fares-passes/>

When you buy a mobile ticket on the mobile ticketing app you can find a list of your tickets under the section "Wallet". The list will include all the ticket purchases you have made. You may choose to send a receipt via the application in pdf format to your e-mail for each completed ticket purchase.

# Reduced Fare

When you purchase a reduced fare mobile ticket on the mobile ticketing app you must confirm reduced fare eligibility. You must show a valid Tulsa Transit Reduced Fare ID to the bus operator each time you use a reduced fare pass. Youth may be asked by bus operator to provide proof of age when using reduced fare passes. For more information on reduced fare eligibility and cost please visit: <https://www.metrolinkok.org/fare-rider-guide/fares-passes/reduced-fare-ids/>

# Transit Mobile Application

MTTA 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 MTTA, but you may use the application in accordance with these terms and conditions. The mobile application is provided to you free of charge. MTTA can suspend access to ticket purchases through the mobile application and can do so for any reason.

# Data charges

The mobile ticketing app is free but data charges may be incurred to you by your network provider. You are responsible for any such costs. MTTA will not take responsibility for any connectivity issues you may experience.

# Availability & Updates

The mobile ticket is valid for travel in the Greater Tulsa service area. The travel is based on fare applicability at MTTA buses and Lift Vehicles at the time of purchasing a ticket. The mobile ticket is valid when the ticket is activated on the mobile app after purchase. You may not start your journey until you have activated your ticket. Once purchased, the mobile ticket will specify the fare type and the validity of the ticket and its expiration date.

MTTA reserves the right to issue updates to the mobile application, you may not be able to continue use of the version of the mobile application installed without downloading the relevant update. MTTA recommends that you download and install all updates issued. MTTA is not liable for errors which become apparent in old versions of the mobile application.

## **\*\*Changes, refunds and ticket expiration\*\***

All refunds will be reviewed on a case by case basis. In general, Mobile Tickets cannot be changed, cancelled or refunded except very special circumstances such as mobile application service disruptions. In those cases, mobile tickets can be refunded within 30 days from the purchase date if they have not been activated or displayed to fare enforcement personnel. You can submit a request for a refund by calling MTTA support line ([918-982-6882](tel:918-982-6882)). Please note that when a refund is made it shall be for the ticket price only. Any other associated fees are non-refundable.

If you think that we have made an error in taking or processing your mobile ticket purchase, please contact us by calling the MTTA support line. In the event we agree that an error occurred during the transaction, we shall issue a refund. Please allow time to process your request. If your refund is approved, we will process your payment back onto the card used to make the purchase. Please allow 5 to 7 business days for processing.

All purchased mobile tickets will expire after 60 days from the date of purchase and cannot be refunded or exchanged.

Special Event ticket refunds shall be made only according to the terms and conditions specified by the Special Event Venue. Terms and conditions are subject to change as the Special Event Venue deems necessary.

We shall not be obliged to change, cancel, replace or refund a ticket where we have reason to believe that it is being done so fraudulently.

## **Deleting Your Account**

Your account can only be deleted when:

Your wallet balance is \$0

You have no active or unused passes

You have no pending or ongoing micro-transit bookings

How to delete your account:

Step 1: Select your profile from the menu options

Step 2: Select 'Delete my account' from the menu options

Step 3: Read the information and press the 'Delete my account' button

Step 4: Press the confirm button to begin the deletion

You can also initiate a request to delete your account by calling MetroLink Tulsa Customer Service at 918-982-6882.

Once your account has been deleted, all personal data is removed immediately together with any stored payment cards and linked integrations. Your payment transactions and issued passes are retained without personal data to satisfy record retention rules.

Deleted accounts cannot be restored. To use the mobile app again it is required to register a new account.

## **Live Vehicle Position**

Live vehicle positioning provided by the GoPass Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data is found. Neither MTTA, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the GoPass Platform. Any of your Information, including geolocational data, you upload, provide, or post on the GoPass Platform may be accessible to MTTA and certain Users of the GoPass Platform.

## **Materials, Ownership and Restrictions on Use**

The mobile ticket app is owned and operated by MTTA and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of MTTA. You may not copy, reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content without MTTA's prior written permission. Use or downloading of the mobile ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions.

## **Governing Law**

Oklahoma law applies to these terms and conditions and any dispute between MTTA and users of the mobile ticket app regarding the mobile application or arising out of or in connection with these terms and conditions are subject to Oklahoma courts. The user of the mobile app understands that any information it submits under this Agreement is subject to public inspection and copying under the Oklahoma Open Records Act unless exempt by law.

## **Liability Disclaimer**

In no event will MTTA be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the mobile ticketing application, including loss of profit or the like whether or not contemplated by the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

MTTA is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the mobile ticketing application. Nothing in these terms and conditions shall exclude or limit MTTA's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

## **Support**

If you have any questions or problems with the mobile applications, please review our FAQs at [www.gopass.org](http://www.gopass.org) for answers to the most common questions we receive from users. If that does not answer your questions please contact us at [918-982-6882](tel:918-982-6882).