



**Metro**<sup>®</sup>

 A Bi-State Development Enterprise

# ***Gateway Card<sup>™</sup> Terms & Conditions***

***Version 1.0***

# GATEWAY CARDHOLDER AGREEMENT - TERMS & CONDITIONS

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## DESCRIPTION

Welcome to the Gateway Smart Card System. Use of the products and services provided under the Gateway Smart Card System (including but not limited to Gateway Cards, the Gateway Card Online Store or Gateway Card Center) is subject to and governed by these Terms & Conditions and the Gateway Privacy Policy (both of which are available at [www.mygatewaycard.com](http://www.mygatewaycard.com) and at the Gateway Card Center) and other such terms and conditions, disclosures, and consents that are contained in the Gateway websites, forms, agreements, and other written materials, all of which may be established, modified, or withdrawn at any time.

**YOUR FIRST USE OF THE GATEWAY CARD SIGNIFIES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GATEWAY CARDHOLDER AGREEMENT.**

## DEFINITIONS

**Autoload** – A feature that allows customers to automatically replenish the value or passes on their Gateway Card by linking a credit or debit card to their Gateway Web Account.

**Balance Protection** – A benefit of registering your Gateway card with Metro transit. It allows the cash value balance and/or passes on the card to be replaced in the event that it is lost or stolen.

**Blocked Card** – A card that can no longer be used.

**Business Partners** – institutions (employers, schools, social service organizations, retailers, etc....) who issue Gateway Cards and/or manage Gateway Card accounts for Metro transit customers.

**Cardholder** – The bearer of the Gateway Card or Gateway Ticket.

**Cash Value** – Money placed on a Gateway Card (instead of passes). It spends just like cash for Metro transit fares or purchases.

**Gateway Card** – A smart card issued to customers to pay transit fares on Metro transit. The Gateway Card is the property of Metro transit, the card issuer. Each Gateway Card is uniquely identified by a serial number and PIN printed on the back of the card.

**Gateway Card Center** – A call center for Gateway Card support, accessible by dialing 314-982-1500 (MO) / 618-274-1500 (IL) or emailing [mygatewaycard@metrostlouis.org](mailto:mygatewaycard@metrostlouis.org).

**Gateway Card Online Store** – An online system for purchasing and managing Gateway Cards – accessed through [www.mygatewaycard.com](http://www.mygatewaycard.com).

**Gateway Card Retailer** – A Business Partner that is authorized to sell full-fare Gateway Cards and reload value onto both full and reduced-fare cards.

**Gateway Farebox** – A device used to collect fares on MetroBus. It accepts Gateway Cards, Gateway Tickets, magnetic stripe passes, or cash.

**Gateway Handheld Reader** – A handheld device used by Metro transit fare inspectors to verify that a customer has a valid fare.

**Gateway Reader** – A smart card reader on Gateway validators, fareboxes, and vending machines that cardholders hold their Gateway Cards against to interact with the system.

**Gateway Sales Terminal** – A device that enables retailers to issue Gateway Cards and load passes or cash value onto them.

**Gateway Smart Card System** – Metro transit's updated fare collection system that utilizes smart card technology. It includes every aspect of Gateway Card use and operations.

**Gateway Ticket** – A thin, flexible ticket with a computer chip inside. It is designed for use by visitors and infrequent customers and holds short-term passes only. It cannot hold cash value or be reloaded, and is not eligible for balance protection.

**Gateway Validator** – A device used for collecting fares that is located in all MetroLink rail stations and transfer centers. It accepts Gateway Cards, Gateway Tickets or paper tickets, but not cash.

**Gateway Vending Machine (GVM)** – A device used to purchase Gateway Cards, load value, or passes on them. It accepts credit/debit cards and cash and is located in all MetroLink rail stations and transfer centers. Previously known as a Ticket Vending Machine (TVM).

**Gateway Web Account** – An online account set up by customers who want to use the Gateway Card Online Store to manage their card(s).

**Gateway Website** - [www.mygatewaycard.com](http://www.mygatewaycard.com)

**Load** – The process of adding passes or cash value to a Gateway Card.

**Metro** – Metro Transit, a Bi-State Development Enterprise

**Paid Fare Zone** – An area where all riders are expected to have proof of a validated, paid fare. All MetroLink platforms are Paid Fare Zones. The entrance to the Paid Fare Zone is marked by

Gateway Validators and blue floor strips. Failure to have a validated Gateway Card, Ticket or other MetroLink fare inside a paid fare zone is a violation and may result in a citation.

**Pass** – a fare product that is valid for unlimited rides during a specified period of time on MetroLink or MetroBus (ex: Monthly Pass or 7-Day Pass).

**Reduced Fare Gateway Card** – A red plastic smart card that is specially encoded for customers who qualify for Metro’s reduced fare program (customers with disabilities, seniors, youth, and St. Clair County Illinois reduced fare customers).

**Registered Card** – A Gateway Card that has been linked to its owner’s contact information. This is a requirement for certain Gateway card types and features.

**Service Providers** – Transit districts participating in the Gateway Smart Card System.

**Student Gateway Card** – A lime green, plastic smart card that is especially encoded for student customers.

**Tap** – The motion customers use with their card to make contact with the Gateway Vending Machines, Validators, and Fare boxes to interact with the system.

**Transit Day** – The span of hours over which MetroBus and MetroLink service is operated (the time between when the first vehicle enters into service and when the last vehicle leaves service).

**Use** – All activities associated with your interaction with the Gateway Card system; includes purchasing and registering a card, loading cash value or passes, or using the card to pay for transit service.

## CARD TYPES

Three types of Gateway Cards and a Gateway Ticket are available:

- **Full Fare Gateway Card (BLUE)** – Used by most Metro customers, it can only hold full-fare passes or cash value.
- **Reduced Fare Gateway Card (RED)** – Available to Metro customers who qualify for Metro’s Reduced Fare Program (senior citizens, youth and customers with disabilities). See *Reduced Fare/Student Programs* section.
- **Student Gateway Card (GREEN)** – Available only to students. See *Reduced Fare/Student Programs* section

**Gateway Ticket (LIGHT BLUE)** – Available to visitors and infrequent riders; it holds shorter-term passes or rides only. See section – “Gateway Ticket” for intended use, availability, cost,

and care.

The remaining Terms and Conditions outlined herein that apply to the Gateway Card will also apply to the Gateway Ticket. Visit [www.mygatewaycard.com](http://www.mygatewaycard.com) for availability.

## **CARD COST**

Metro reserves the right to charge for, or change the price of the Gateway Card at its sole discretion and upon providing reasonable notice to the public.

## **CARD CARE**

Your Gateway Card has sensitive electronic components inside. Please handle your card with care. Your Gateway Card should only be used in the manner for which it is intended. Misuse of your Gateway Card may invalidate it.

Do not:

- Insert your card in any equipment – tap on the target instead;
- Punch holes in your card;
- Bend, twist or fold your Gateway Card;
- Run your card through the laundry;
- Use your card to scrape ice or other substances; and
- Do not leave your card in a vehicle, where it can be exposed to severe temperatures

## **GATEWAY FARE PRODUCTS**

### ***Cash Value***

The minimum cash value balance required to travel with a Gateway Card is the cost of a single trip. The maximum cash value balance allowed at any time is \$100.00.

Cash Value from different Gateway Cards may not be combined to pay Metro fares. Stored cash value from any other smart card or electronic debit card system cannot be deducted by the Gateway System. Value loaded on a Gateway Card is not redeemable for cash. However, stored cash value on a Gateway Card can be used to purchase and load a pass onto the same card.

### ***Passes***

#### ***Pass Validity***

Passes are valid for unlimited rides on bus and rail during the period specified on the pass. The beginning of a pass's validity window may be fixed (for example on the first day of the month), or flexible (date chosen by the customer). Passes must still be tapped in order to be valid. If a Gateway Card has a pass loaded on it, but the cardholder did not tap at a validator

or farebox, it does not constitute a valid fare and may be subject to citations, summonses, and/or fines. Pass validity timing is subject to Metro's transit day.

### *Multiple Passes*

A Gateway Card can hold cash value and passes at the same time including one active pass and one pending pass of each type loaded on the card.

*Example: You may load \$20 in cash value, a monthly pass, as well as a seven-day pass.*

### **Transfers**

If you choose to pay your fare with stored cash value, you are entitled to make as many transfers as desired within a two-hour period from the time of your first Gateway Card tap for a single transfer fee.

This includes bus-to-bus, bus-to-rail, rail-to-bus, or rail-to-rail transfers. After the two-hour transfer time limit, your Gateway Card will be charged the cash value for a new full ride.

If a ride is eligible for a transfer fare, it will be automatically calculated and deducted from your Gateway Card when you tap it on a Gateway Farebox or Gateway Validator when transferring. When a Gateway Card is used, you will not be issued a separate paper transfer.

## **PAYING YOUR FARE**

### **How to Pay**

Your Gateway Card is valid when you have loaded sufficient passes or cash value to cover the cost of your ride, and you've paid your fare using your loaded pass or cash value. To pay with your Gateway Card, tap your card on the MetroBus farebox or MetroLink validator and wait for the green light and sound before boarding or entering the Paid Fare Zone. If you fail to tap your card correctly, you may be subject to a citation, summons, and /or a fine.

### **One Person per Gateway Card**

Each individual will be required to have his or her own Gateway Card to ride Metro's system. It is not possible to share a card and deduct multiple trips for multiple riders from the same card.

### **Payment Hierarchy**

When you tap your card to pay your fare, Gateway will select from the passes and cash value available. New passes will not be activated until the pass you are currently using expires or the period on a different pass begins.

Upon tapping your Gateway Card on a Gateway farebox or Gateway validator, the system will check for active passes first. If an active pass is found, the fare for your ride will be processed from that pass. If none are found, the system will search for any other valid passes on the card.

Shorter time-based passes will be activated before longer-time based passes. However, if a calendar-month monthly pass is loaded to a card and the card is tapped within that month, the monthly pass will be activated over a shorter-term pass that is also loaded to the card. If no passes are available, the system will deduct the appropriate fare from the cash value stored on the card.

*Example: You may have cash value on your card, and then load a July Monthly Pass. The system will deduct cash value for your trips until July 1<sup>st</sup>, when the pass automatically becomes active.*

## AUTOLOADS

In authorizing an autoloading, you, as the cardholder agree to:

1. Ensuring that all information provided to Gateway is true, accurate, and complete;
2. Authorize Metro and your respective service providers to verify the information contained in the autoloading authorization;
3. Promptly update your account when there are changes to your name, address, credit/debit card and other information; and
4. Provide a valid credit account and authorize a recurring transaction against the account for the purchase of Gateway passes at the prices in effect at the time of each transaction.

***IMPORTANT: If the specified credit card expires or the payment fails for any reason, the autoloading authorization will be cancelled automatically, and the fare will not be placed in your Gateway account. You must login to your Gateway Web Account and update your payment information before retrying your autoloading.***

### ***Autoloading Timing***

**Payment requests** are submitted when the cash value on your Gateway Card falls below your desired minimum balance or seven (7) days before your current pass expires.

- For credit or debit card payment, your Gateway account will be credited when the payment transaction is authorized.

Your cash value or new passes will be **available** within 24 - 48 hours of the payment transaction.

- You must tap your Gateway Card on a farebox, validator, or ticket vending machine to receive the autoloading on your card. Tapping on fare boxes or validators will also deduct your fare (accepts the pass for the ride or takes the cash value off).

### ***Expired Autoloads***

If you fail to tap your card within three (3) months, the autoloading will become inactive and



becomes the property of Metro, subject to applicable law.

### ***Failed Autoloads***

If the autoload process fails for any reason during the credit card authorization process, the cash value or pass will not be loaded into your Gateway account. You will need to login and update your account with successful payment information and then retry your autoload, or contact the Gateway Card Center at 314-982-1500 (in Missouri (MO)) / 618-274-1500 (in Illinois (IL))

### ***Changing / Cancelling an Autoload***

Your autoload selection may be changed or cancelled at any time through your online account at [www.mygatewaycard.com](http://www.mygatewaycard.com) or by calling the Gateway Card Center at 314-982-1500 (in MO) / 618-274-1500 (in IL).

If you cancel an autoload, the remaining value on your Gateway Card will continue to be available for transit on Metro. When your card balance reaches a value that is insufficient to pay a fare, you will not be able to travel using that card unless you add cash value or a pass. The cardholder is responsible for paying for any rides taken using your Gateway Card prior to your cancellation request.

## **REGISTRATION & BALANCE PROTECTION**

### ***Card Registration***

Registering a Gateway Card will protect the value on your card in the event that it is lost, damaged, or stolen. Registration is optional for full-fare, student, and youth cardholders. You may use the Gateway Smart Card System without providing any personal information; however, you will not be eligible for several benefits, including:

- Balance protection;
- Autoloads;
- Transaction history; and
- Account statements

Registration is automatic for senior, disabled, and St. Clair County Transit District Gateway Cardholders and customers who create a Gateway Web Account.

You can register your card through your online account at [www.mygatewaycard.com](http://www.mygatewaycard.com), by calling the Gateway Card Center at 314.982.1500(MO) / 618-274-1500 (IL), or by visiting the [MetroStore](#).

### ***Information Required***

If you choose to register your Gateway Card, your card serial number will be linked to you with Personally Identifiable Information (PII) (see [Gateway Card Privacy Policy](#) for more

details). If you choose to register your card via the Gateway Card Online Store, you will be required to set up Gateway web account for which you also will be required to provide PII. The following information is required for registration:

- Name;
- Address;
- Card serial number and PIN;
- Email address;
- Date of birth; and
- Contact phone number

In registering a card and creating a Gateway web account, as a cardholder you understand that:

- All information provided should be true, accurate, and complete;
- You should promptly notify Metro in writing or update your Gateway web account with any changes to name, address or phone numbers; and
- You will receive information about your Gateway Card via email and/or postal mail

### ***Balance Protection***

Registering your Gateway Card entitles you to balance protection.

With balance protection, the value on your card will be transferred to a replacement card at the time Metro is properly notified that your card is lost, stolen, or damaged and after Metro conducts its own internal investigation. Metro is not responsible for any value lost between the time a card was lost, damaged, or stolen and when it was reported to Metro (*See Lost/Stolen/Damaged Cards*). Your account balance will be restored following a 48-hour settling period. This will allow any fare transactions to be accounted for in the Gateway system. The cardholder is responsible for paying for a replacement Gateway Card at the time of issuance.

If you have not registered your Gateway Card, the value remaining on the lost, stolen, or damaged card will not be available for transfer to a replacement card.

## **CARD BALANCE**

### ***Checking Your Balance***

Check your balance at Gateway Vending Machines or by calling the Gateway Card Center. Balances may not reflect online purchases or bus transactions made within the previous 24-48 hours.

### ***Insufficient Card Balance***

If a Gateway Card has insufficient funds to pay a fare, Metro reserves the right to deny travel

and/or leave the cardholder liable for any outstanding balances due.

If you believe there is a discrepancy with your card balance, promptly contact the Gateway Card Center at 314-982-1500 (in MO) / 618-274-1500 (in IL). For customers receiving a Gateway Card / transit benefits from a Metro business partner, contact the administrator of your business partner account.

## LOST/STOLEN/DAMAGED CARDS

### ***Reporting Lost/Stolen/Damaged Cards***

**Only registered cards can be reported lost, stolen, or damaged.** If your Gateway Card is lost, stolen, or damaged, notify Metro immediately. Metro is not responsible for any value lost between the time a card was lost, damaged, or stolen and the end of the transit day when it was reported to Metro.

Upon notifying Metro of a lost or stolen card, you must verify your identity. Verification questions will be based on the account information you provided Metro when you registered your card or created your Gateway web account. You must have informed Metro of any changes to your personal information prior to the time of your report.

A registered card can be reported lost, stolen, or damaged through the cardholder's web account at [www.mygatewaycard.com](http://www.mygatewaycard.com). Reports may also be submitted in person at the [MetroStore](#). Customers may also report a lost, stolen, or damaged card by calling the Gateway Card Center during regular business hours at 314-982-1500 (MO) / 618-274-1500 (IL).

### ***Replacing Lost/Stolen/Damaged Cards***

*An unregistered Gateway Card cannot be replaced and any remaining balance on it is unrecoverable.*

Replacement cards will be available for purchase by the cardholder at current card price. When issuing a replacement for a lost, stolen, or damaged card, Metro will restore the full value of a registered card's balance as of the end of the transit day that the card was reported lost, stolen, or damaged. Please allow up to 48 hours for transactions to be processed. Passes and stored rides that are restored will have the same expiration date as the fare products that were on the original card.

Cardholders are responsible for registering their replacement Gateway Card and linking it to their Gateway Web Account. If the cardholder requests a replacement for a *damaged* card from Metro, the full value of the balance at the time the damaged card is surrendered for replacement will be transferred.

Metro will mail replacement cards within 3-5 business days of your notice that your Gateway Card was lost, stolen, or damaged. It is the cardholder's responsibility to provide a current

mailing address. If you do not receive your replacement card within five business days after you reported it lost, stolen, or damaged, contact the Gateway Card Center at 314-982-1500 (in MO) / 618-274-1500 (in IL). Metro is not responsible for transit costs incurred prior to the cardholder receiving the replacement card.

## **DEFECTIVE CARDS**

A Gateway Card may be considered defective if Gateway equipment is unable to read the card.

If you receive or currently have a defective Gateway Card, return the card to Metro. If your Gateway Card is found to be defective, it will be replaced at no cost, provided that the defect(s) were not caused by customer misuse or improper handling.

The replacement card will be loaded with your remaining pass product and/or cash value. Metro is not responsible for any use prior to the replacement card being issued.

## **BLOCKED CARDS**

Your Gateway Card may be blocked under the following circumstances:

- The card reported lost or stolen;
- The card reported damaged;
- Upon cardholder request;
- Reported or suspected fraud and/or misuse; and
- Failure to comply with the Gateway Card program's Terms & Conditions

## **CARD EXPIRATION**

Full Fare Gateway Cards do not have a printed expiration date, but will expire on an indefinite date in the future. Registered cards will be replaced upon card expiration. Non-registered cards will not be replaced.

Reduced Fare Gateway Cards that are subject to eligibility requirement renewals will have the expiration date printed on the card. In such cases, any balance will be transferred to the provided replacement card.

## REFUNDS

All Gateway Card sales are final. No refunds will be given.

## TRANSACTION DISPUTES

If you have any disputes, please contact the Gateway Card Center at 314-982-1500 (in MO) / 618-274-1500 (in IL).

## REDUCED FARE GATEWAY CARDS

### ***Improper Use***

Use of all Reduced Fare Gateway Cards is restricted to the person whose name and photograph appear on the face of the card. Use by anyone else is prohibited. Improper use may be grounds for confiscation and legal action.

Further, only authorized Metro staff shall have the right to confiscate a reduced fare Gateway Card if it is determined in the exercise of their sole discretion that the individual using the Card is ineligible for the discounts granted therein, or if it is determined that the Gateway Card is otherwise being used fraudulently.

### ***Lost/Stolen/Damaged Cards***

A cardholder with a lost, stolen, or damaged reduced fare Gateway Card may apply for its cancellation and the issuance of a new card in accordance with the policies of Metro's Reduced Fare program. Lost or stolen reduced fare Gateway Cards should immediately be reported to the Gateway Card Center at 314-982-1500 (in MO) / 618-274-1500 (in IL). Replacement cards will be available at the current card price and must be issued in person.

See [www.mygatewaycard.com](http://www.mygatewaycard.com) for availability and information regarding qualifying for a reduced fare.

## STUDENT GATEWAY CARDS

Student Gateway Cards may only be used for travel by the student to whom they have been issued. The terms of use for the Student Gateway Card may vary and are subject to the agreement between participating educational institutions and Metro.

See [www.mygatewaycard.com](http://www.mygatewaycard.com) for availability and information regarding Student Gateway Cards.

## TRANSIT BENEFITS PARTICIPANTS

The terms in this section apply to customers who elect to have pre-tax dollars from their pay loaded into their Gateway Cards as part of their employer's transit benefits program. Employers may also elect to purchase passes for their employees and have them loaded onto their Gateway Cards.

Participation in your employer's transit benefit program and the use of transit benefit program dollars is subject to certain laws, rules, and regulations including Section 132 of the Internal Revenue Code (32 U.S.C. § 132). Metro disclaims any and all liability for the failure of you or your employer to follow any and all laws, rules, or regulations that govern your transit benefits program dollars and/or your employer's transit benefits program. Your pre-tax payroll funds may only be used to pay for rides you take to and from work and for work-related purposes. Metro reserves the right to suspend your account for misuse of transit benefit program funds or to take any other appropriate action.

Metro disclaims any responsibility for your employer's or third-party administrator's failure to load transit benefit program dollars to your account in a timely and consistent manner. Any disputes about the cash value or passes loaded onto your Gateway Card should be directed to the administrator of your employer's transit benefits program.

### ***Transit Benefit Balance***

When transit benefit cash value is loaded onto your Gateway Card, you can use that value to purchase transit passes, or you may travel and have an individual fare deducted from your card. Your Gateway Card's maximum cash value balance limit is \$100.00 (combined limit of cash value and transit benefit cash value). You cannot load additional value once your account balance reaches \$100.00. Any Gateway Card load that would cause your balance to exceed \$100.00 will result in an error transaction.

### ***Transit Benefit Passes***

Your employer may choose to load Metro passes onto your Gateway Card on your behalf. A limit of one active and one pending pass of each pass type can remain on your Gateway Card at any given time.

### ***Cancellation/Refunds***

You can only discontinue participation in a transit benefits program through your employer. Metro cannot issue refunds of transit benefit program pre-tax dollars.

See [www.mygatewaycard.com](http://www.mygatewaycard.com) for more information and availability.

## **BUSINESS PARTNERS**

An employer, school, college or university, social service organization, retailer or other entity may apply to enter into a Business Partner agreement with Metro to provide Gateway Cards and Gateway products for distribution to employees, students, clients, customers, or other participants in its transportation program.

The terms and conditions for Business Partners are outlined in the individual written agreements between Bi-State Development/Metro transit and the Business Partner.

## **GATEWAY TICKET**

### ***Intended Use of the Gateway Ticket***

The Gateway Ticket is intended for limited-use on Metro's system – particularly visitors and infrequent riders. Just like the Gateway Card, the Gateway Ticket must be tapped on a Gateway Farebox or a Gateway Validator to pay your fare. Gateway Tickets cannot be registered and cannot be replaced in the event they are lost, stolen, or damaged. They cannot be reloaded with passes or cash value.

### ***Ticket Cost***

Metro reserves the right to change the price of the Gateway Ticket at its sole discretion and upon providing reasonable notice to the public of its intention to do so.

### ***Ticket Care***

The Gateway Ticket is intended for short-term use and is thinner, more bendable, and even more delicate than the Gateway Card. Extra care should be taken to store and use it properly. In particular, do not bend, tear, or punch a hole in it.

## **FUTURE FARE STRUCTURE**

All fares, including promotional or discount fares, are subject to review, change, and withdrawal by Metro at any time.

The Gateway Card is a type of fare media and does not entitle the user to a specific fare price or fare program. Metro reserves the right to increase fares and the cost of fare programs in accordance with applicable law.

Time-based passes purchased prior to a fare increase will be honored through their expiration date. Stored cash value will be deducted at the fare, fee, or rate in effect when the Gateway Card is presented for entry on a bus and at a rail station.

## **AUTHORIZED SALES**

Only Metro, Business Partners, or a Gateway Card Retailer may provide customers with an authorized Gateway Card. You must not deface, alter, or duplicate a Gateway Card or create a counterfeit Gateway Card. You must not load passes or cash value through unauthorized means onto a Gateway Card or an unauthorized card. Metro will not honor defaced, altered, duplicated, counterfeit, or otherwise unauthorized cards or products.

Metro reserves the right to examine cards, confiscate any that are believed to be unauthorized or hold unauthorized products or cash value, and can deny transportation services to or require payment in cash from a person presenting unauthorized cards or products as payment for transportation service. You may also be subject to legal action, including being subject to citations, summonses, and/or fines related to your Gateway Card use.

Reselling of any Gateway Card is prohibited by parties other than Metro, its Business Partners, or Gateway Card Retailers.

## **GATEWAY CARD ONLINE STORE**

The Gateway website, the Gateway Card Online Store, and any Gateway services that require Personally Identifiable Information (PII) are not intended for minors, and we will not accept or request information from individuals we know to be under 13 without a signed registration form from a parent or guardian. Please refer to the Gateway Card Privacy Policy for more information.

If you create or are issued a password from the Gateway Card Online Store or other Gateway service, actions or communications utilizing it will be attributed to you even if someone else is using it. You need to keep your password confidential and not share it with anyone you have not authorized to use it on your behalf.

The viewing, printing, or downloading of any content from the Gateway website or Gateway Card Online Store grants you only a limited, nonexclusive, and revocable license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, transfer, sale, preparation of derivative works, or other non-personal use. No part of any content, graphic, or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. Except for the limited rights expressly granted herein, all rights, title, and interest in and to the websites, and all materials contained therein are retained by Metro. Your right to access the Gateway website or Gateway Card Online Store may be terminated at any time without notice.



Information on the Gateway website and Gateway Card Online Store may change without notice.

Visit [www.mygatewaycard.com](http://www.mygatewaycard.com) for availability of the Gateway Card Online Store.

## **ONLINE PURCHASES**

Passes or cash value loaded to a Gateway Card online can take 24-48 hours to reach the Gateway system. After that time, you must tap your card on a Gateway reader (Gateway Farebox, Gateway Validator, or Gateway Vending Machine (GVM) to download the value to your card. If you fail to tap your card within 90 days, the loaded pass or cash value will no longer be available. Contact the Gateway Card Center. Visit [www.mygatewaycard.com](http://www.mygatewaycard.com) for availability of online purchasing.

## **RETAIL PURCHASES**

The sale of Gateway products at a participating retailer is final and no refunds will be given, by either the retailer or Metro. The retailer, not Metro, is responsible for the collection, storage, transmittal, safekeeping, and use of payments and information you may provide in order to add value to your Gateway Card. Gateway Card retailers are not able to block or replace lost, stolen, damaged, or defective cards, and they cannot issue reduced fare Gateway Cards.

## **PRIVACY POLICY**

Your use of the Gateway Card is subject to the terms of the [Gateway Card Privacy Policy](#).

## **DISCLAIMER / INDEMNIFICATION**

The Gateway Smart Card System does not warrant that any particular service and/or facility will be provided at any time or place.

No warranty is given that operation of the card will be available at any time or place, and Metro shall not be liable for any loss, injury, or damage resulting therein from card operation, whether direct, indirect, special or consequential.

Only authorized Metro staff shall have the right to inspect any card and card data therein at any time. Metro reserves the right to:

- Recover any cost, expenses, loss, and damages incurred or suffered by Metro as a result of card alteration or interfering with the card data;
- Waive these conditions or any part thereof against any person; and

- Block a card for non-payment of any value owed by the cardholder

## **SOVEREIGN IMMUNITY**

Nothing in this Agreement, or Metro's sale or operation of the Gateway Card or related fare media or public transit services shall be deemed or implied to be a waiver of Metro's sovereign, governmental, or other privileges or defenses available to Metro by law or equity. Rather, Metro expressly reserves the rights, privileges, and immunities afforded to it as a government agency and arm of the States of Missouri and Illinois, St. Louis County and the City of St. Louis in Missouri, and St. Clair County in Illinois.

## **SEVERABILITY**

The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

## **FORCE MAJEURE**

Metro shall have no liability for damages or any failure to perform due to circumstances or causes that are, directly or indirectly, beyond Metro's control, including but not limited to:

- Situations involving system failures or system malfunctions or unavailability;
- Viruses, malware, or other harmful software application or code;
- Criminal acts;
- Acts of nature;
- Fire or water damage;
- Acts of war, terrorism, or the like;
- Civil or public disturbances;
- Acts of civil or military authorities;
- Labor disputes and actions;
- Accidents or other emergencies; and
- Shutdowns for purpose of emergency repairs or other safety situations

## **REGULATIONS**

In addition to these Gateway Card Terms & Conditions, your use of the Gateway Card is also subject to all applicable federal, state, and local laws, statutes, regulations, ordinances, codes, and policies. This includes, but is not limited to Metro's fares, tariffs, rates, prices, promotional programs, reduced-fare programs, time designations, routes, transfer policies, rules of conduct, and other terms and conditions that apply to its public transportation services and which may be established, modified, or withdrawn at any time.

## PROHIBITED ACTS

Use of any element of the Gateway Smart Card System is conditioned upon the user complying with all local, state, and federal laws, statutes, and regulations. Users shall not use the Gateway Smart Card System, including but not limited to the Gateway website and Gateway Card Online Store, Gateway Cards and Gateway products, in an unlawful manner or for an unlawful purpose.

Without limiting the foregoing, users shall not do, or attempt to do, any of the following without Metro's express written hardcopy permission:

1. Attempt to access any area of an Gateway website or Gateway equipment that the user is not authorized to access;
2. Tamper with the Gateway website, Gateway Card Online Store, or a Gateway Card, or use any hardware or software intended to damage or interfere with the proper and timely functioning of the Gateway website, Gateway Card Online Store, or Gateway Card;
3. Intercept or collect any Gateway data or Personally Identifiable Information (PII) from a Gateway website, Gateway Card, or Gateway equipment;
4. Create a web page, website, or computer application of any kind that deep links to or frames Gateway's website or Gateway Card Online Store, any page of said websites, or any graphics, trademarks, or other proprietary information of any kind located on said websites;
5. Use meta tags or any other type of hidden text utilizing Gateway Smart Card System or Metro names, trademarks, or intellectual property rights;
6. Alter, interfere with, or deface information, graphics, trademarks, or anything else on or obtained from the Gateway website, Gateway Card Online Store, or Gateway Card;
7. Use any robot, spider, scraper, or other automated means or interface not provided by Gateway to access a Gateway Card, the Gateway website, the Gateway Card Online Store, or to extract data therein;
8. Reverse-engineer any aspect of the Gateway website, Gateway Card Online Store, Gateway Cards, or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to, or change of, any area, content, value, or code;
9. Send or otherwise affect the Gateway website, Gateway Card Online Store, Gateway Card, or any other service with software such as a virus, spyware, ransomware, phishing software, malware, or other code that could be illegal, harmful, deceptive, or disruptive to the site, Gateway Cards, cardholders, business partners, or to other

Metro-related information technology hardware or software;

10. Take any other action that might impose a significant burden or disproportionately large service load (as determined by Metro) on the Gateway website, Gateway Card Online Store, Metro networks, or other infrastructure; and
11. "Frame" the Gateway website or Gateway Card Online Store, or otherwise make it look like Gateway or Metro has a relationship to a person or entity that it does not actually have, or has endorsed someone or something for any purpose

### ***Harvesting/Dictionary Attacks***

Except for parties authorized to have such addresses, persons may violate federal law if they:

1. Initiate the transmission to Gateway program (BSD or Metro) computers or devices of a commercial electronic mail message (as defined in the U.S. "can-spam act of 2003") that does not meet the message transmission requirements of that act; and/or
2. Assist in the origination of such messages through the provision or selection of addresses to which the messages will be transmitted.

## **CONTACT PROVISIONS**

### ***Messages/Information***

Your messages and provision of information to the Gateway website or Gateway Card Online Store, or to Metro about the Gateway Smart Card System must be accurate, proper, and related to the purposes of the Gateway program. The following actions are prohibited:

1. Making a misrepresentation such as misrepresenting one's identity, financial information, or eligibility for a program, benefit, fare or other service; and/or
2. Posting or sending any defamatory, infringing, obscene, false, or unlawful material

### ***Notifications***

Metro may provide notice to you, including (without limitation) legal notices, notices of amendments, and notice (as/if required) of breach of an information security system, by posting notice on [www.mygatewaycard.com](http://www.mygatewaycard.com), by emailing you, or by any other means that is lawful.

### ***Feedback***

Metro encourages your feedback to improve the Gateway Smart Card System. However, you are prohibited from providing feedback that infringes or violates the rights of others. By providing feedback, you grant a license to Metro in your feedback and agree that no one has an obligation to pay for feedback or for the license to Gateway.

In order to allow us to obtain feedback, you also agree that Metro may contact you using any of the contact information you provide on your application to participate in the

program, including by phone.

## **TERMINATION/MODIFICATION**

Metro retains the right to terminate or modify any of the Terms & Conditions and any other aspect of the Gateway Smart Card System at any time, at its own discretion and without notice to Cardholders, business partners, or any other person or entity. Revised versions will be posted on [www.mygatewaycard.com](http://www.mygatewaycard.com) and will be available at the MetroStore.

If you cancel your Gateway Card or if your Gateway Card is terminated pursuant to these terms, your account may be blocked, and you will remain responsible for all fares that are due or become due on your account.

Individuals and entities are encouraged to regularly review these Terms & Conditions, the Gateway website, and other communications so you are aware and informed of any revisions. If the revisions are significant, a notice will be posted on the homepage at [www.mygatewaycard.com](http://www.mygatewaycard.com). The date of the most recent revision of these Terms & Conditions will be identified at the top of the page and we will keep prior versions in an archive for your review upon your request. Oral statements made by Metro employees or representatives will not constitute a change to these Terms & Conditions.

## **GOVERNING LAW**

The laws of the States of Missouri and Illinois, St. Louis County and the City of St. Louis in Missouri, and St. Clair County in Illinois will govern all aspects of the Gateway Program, including but not limited to these Terms & Conditions, the Privacy Policy, and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to the Gateway Smart Card System, without giving effect to any principles of conflicts of laws. Any disputes regarding the foregoing shall be heard exclusively in the appropriate forum in the States of Missouri and Illinois, St. Louis County and the City of St. Louis in Missouri, and St. Clair County in Illinois. By using the Gateway Smart Card System, including but not limited to the Gateway website, Gateway Card Online Store, Gateway Cards, and Gateway products, you consent to jurisdiction in a state or federal court sitting in the States of Missouri and Illinois, St. Louis County and the City of St. Louis in Missouri, and St. Clair County in Illinois and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by the States of Missouri and Illinois, St. Louis County and the City of St. Louis in Missouri, St. Clair County in Illinois or federal law.

## **COPYRIGHT AND TRADEMARKS**

All content on the Gateway website, Gateway Card Online Store, Gateway Cards, and all data and materials created under the Gateway program, including but not limited to text, formatting, selection and arrangement of materials, the “look and feel” of the website, print or online images, graphics, video, logos, button icons, music, sounds, articles, copy, creative, trademarks, and databases are the property of Metro or its licensors, suppliers, or service providers and is protected by copyright and trademark laws. No reproduction, modification, distribution, transmission, commercial use, reverse-engineering, decompiling, disassembling, modification, re-posting to other websites, deep-linking, republication, framing, display, or use of any content on the Gateway website, Gateway Card Online Store, Gateway Cards, and all data and materials created under the Gateway program may be made without prior permission of Metro. You may print or make an electronic copy of these Terms & Conditions, your related Gateway Card personal transactions and other disclosures or conditions on the site for your records and to the extent required by law.

Additionally, you may print or download a copy of printed public information such as fares, service locations, and so on for your personal or employment purposes but not for other commercial purposes.

The Gateway program names, logos, and slogans, as well as BSD and Metro’s logos, are registered trademarks. Any copying or use not approved in writing in a non-electronic record by Metro is strictly prohibited and all rights are reserved.

Nothing shall be construed as granting, by implication, estoppel, or otherwise, any license or right to make commercial use of any Gateway program trademark, intellectual property right, or copyrighted material without Metro’s prior written permission. Any unauthorized commercial use of these materials will violate Metro’s intellectual property rights and will be subject to Metro’s full legal rights and remedies.

## **NOTICE OF AVAILABILITY OF FILTERING SOFTWARE**

The Gateway Card and any other related website does not contain materials that would typically be the subject of filtering software. Nevertheless, you are hereby informed by the provider of this interactive computer service that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at:

<http://www.ntia.doc.gov/files/ntia/publications/cipareport08142003.pdf> (Children’s Internet Protection Act: Study of Technology Protection Measures in Section 1703).

## **METRO'S RIGHTS**

Metro reserves the right to establish the terms for the use of the Gateway Card on its transit system.

Metro's services require a person to pay their fare before boarding a vehicle or entering a paid fare zone, and Metro requires customers to be ready to present proof of payment while on board. To show proof of fare payment on such services, the Gateway Cardholder is required to "tap" the Gateway Card on Gateway equipment before boarding a MetroBus or before entering a designated paid-fare zone at MetroLink stations. Failure to tap before boarding or entering a paid fare zone as required by Metro will subject the cardholder to a fine, a citation and/or summons.

Metro reserves the right to suspend or deny an individual or business partner from using any element of the Gateway Smart Card System, block a Gateway Card or Gateway product, and recover all costs, expenses, losses, and damages incurred if:

1. The individual or business partner fails to comply with these Terms & Conditions or any other applicable terms, policies, rules, laws, statutes, and regulations;
2. A payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed; and/or
3. It is suspected that a card has been altered, duplicated, counterfeited, stolen, or used by an ineligible cardholder.

When a Gateway Card is blocked in accordance with the terms above, the refund of any remaining value on the card shall be at the absolute discretion of Metro, subject to such conditions as deemed fit including surrender of the card and deduction of any amount due or payable by the cardholder to Metro.

Only Metro authorized staff shall have the right to inspect any card and the card data therein at any time.

## **CUSTOMER SUPPORT**

Please direct any questions or comments regarding these Terms & Conditions to the Gateway Card Center. A customer service representative will investigate all service matters and will take suggestions or feedback about the Gateway Smart Card System.

Gateway Card Center staff is available via phone – 314-982-1500 (in MO) / 618-274-1500 (in IL). You can also email us at [mygatewaycard@metrostlouis.org](mailto:mygatewaycard@metrostlouis.org). Go to [www.mygatewaycard.com](http://www.mygatewaycard.com) for hours of operation and location.