

CCP/I-GO JOINT SMART CARD TERMS AND CONDITIONS

These terms and conditions are provided by I-GO Car Sharing and the Chicago Transit Authority to outline your acceptance and use of the Chicago Card Plus/I-GO (CCP/I-GO) card accounts. These terms and conditions constitute your Agreement ("Agreement"). By accepting this agreement, you agree to comply with these terms, which are outlined below. Upon acceptance of this agreement, failure to comply with these terms and conditions may result in termination of either or both of your CCP/I-GO accounts. Please read these terms and conditions carefully and keep a copy for your records.

Applying for Your CCP/I-GO Card

To obtain a CCP/I-GO card, you must first apply for membership in I-GO Car Sharing. In applying for I-GO membership and the CCP/I-GO Card, you acknowledge that all information you provide in all sections of the application is true, correct, and complete. Further, you must be able to independently qualify for both the CCP Card® and I-GO Car Sharing in order to obtain the CCP/I-GO Card. As the applicant, it is your responsibility to ensure that the information you provided on this application such as credit card information, including the expiration date of your credit card, is updated as necessary to remain current. You authorize I-GO's insurers and their agents to check your credit and employment history and your driving record, CLUE report and insurance score. You agree to inform the CTA and I-GO in writing or on-line of any change to the information set forth in your CCP/I-GO card application. Failure to maintain current information with the CTA and I-GO, including credit card information, may result in termination of your account. All information that you provide to the CTA and I-GO in connection with your CCP/I-GO account is subject to investigation and verification by the CTA and I-GO. You authorize the CTA and I-GO to contact if necessary your employer or credit card company listed in your application to determine your eligibility for a CCP/I-GO card and/or the RTA/CTA Transit Benefit Fare Program where applicable.

Please read the following requirements before submitting the application for I-GO membership. Because I-GO covers the insurance for all members, the membership requirements are set by the insurance company. If you have any further questions contact I-GO at 773.278.4446 or email I-GO at info@iqocars.org.

Successful registration for the CCP/I-GO Card recognizes your application and agreement to these Terms and Conditions.

1. Applicants must be 21 years of age and they must join before their 76th birthday. Qualified 18-20 year olds may join if they have been driving for at least 2 years and have a completely clean driving record.
2. Applicants must have five years driving experience and a valid driver's license.
3. Applicants must have no major speed violations (16 + M.P.H. over posted limit) within the last 3 years.
4. Applicants must have no major driving violations within the last 3 years (driving while intoxicated, aggressive, careless, inattentive or reckless driving.)
5. Applicants must have no more than two minor violations or accidents in the last three years. In addition, members must have either a valid credit card or debit card.
6. If you are applying with a foreign license, please obtain a copy of your driving record (in English) from the country where it was issued.

By submitting this application:

You verify that everything stated in this application is true and that you have not omitted any material information related to the subject matter hereof. You authorize I-GO's insurers and their agents to check your credit and employment history and your driving record, CLUE report and insurance score. This application and all of the aforementioned consumer reports will be used to determine acceptance into the I-GO program. You also understand that this information will be retained by I-GO, I-GO insurers and/or their agents whether or not your application is approved. You agree to be bound by this application and understand that certain moving violations or accidents may cause automatic rejection of this application or automatic cancellation of your membership.

In no event will you be entitled to make any claim or assert any liability against I-GO or any third party arising out of the services provided by I-GO under this Agreement, including, but not limited to reimbursement of any fees or costs that you paid to I-GO hereunder.

You also agree to indemnify I-GO's directors, officers, agents, stockholders or employees where it has incurred liability or expense (including attorney's fees and costs) as result of a claim by a third party for damages arising out of use of a I-GO vehicle through your membership, unless I-GO's gross negligence solely caused the damage.

If any provision of this Contract is not enforceable, then that unenforceable provision will be considered modified so as to most fully carry out the provision as originally drafted while complying with applicable law. The remaining provisions of the Contract will continue to be in effect. The mutual agreements set forth in this Contract are in lieu of any warranty, whether expressed or implied, and I-GO hereby expressly disclaims all such warranties.

ACKNOWLEDGEMENTS

Checking the box at the bottom of the I-GO application indicates your acceptance of each term.

I-GO Charges for usage per our rate schedule.

I-GO charges fees for returning an I-GO vehicle after your reserved time, failure to fill the car with gasoline according to policy, cab fares for inconveniencing another member and other fees for lost or damaged equipment and investigation of tickets.

I-GO on-call staff is available to help. I will call them if I encounter problems during use of an I-GO car including, but not limited to,

running late on a reservation, vehicle breakdown or difficulty returning an I-GO vehicle to its assigned parking spot.

I-GO vehicles can not be used by non-members or without a reservation. Doing so may result in financial penalties, legal action and inconvenience to other members.

I authorize I-GO to charge fees to my debit/credit card per I-GO's fee schedule.

I agree to read and comply with the I-GO Member Manual.

When you apply for an I-GO membership, you will be charged a one-time, non-refundable application fee of \$25. Once your application is approved, membership is only \$50 for the first year and \$25 to renew each year thereafter. Please allow up to 3-5 business days to receive your new member packet. This Agreement and all of the above consumer reports will be used to determine acceptance into the I-GO program. You also understand that this information will be retained by I-GO's insurers and/or their agents whether or not your application is approved. You agree to be bound by this Agreement and understand that failure to disclose violations or accidents will cause automatic rejection of your membership. The application fee is non-refundable in the event of non-approval by the insurance company.

Using Your CCP/I-GO Card on CTA

While up to five card holders may be linked to one Chicago Card Plus® account, only one cardholder may be linked to a CCP/I-GO account. A maximum balance of \$300 may be stored in your CCP/I-GO card.

To board a bus or enter through a rail station turnstile, simply touch your CCP/I-GO to the touchpad on the front of rail station turnstiles and bus fareboxes on all CTA and Pace buses. CCP/I-GO is accepted for full-fare payment on all CTA rail and bus routes, and regular Pace bus routes. Metra does not accept CTA fare media.

Do not insert your CCP/I-GO card into any CTA fare equipment. There is a \$20 fee to replace a CCP/I-GO card that was inserted into CTA fare equipment. The CTA reserves the right to inspect your CCP/I-GO card at any time for damage and/or abuse.

If your CCP/I-GO account balance is insufficient to pay for transit rides taken using your CCP/I-GO card, you will remain liable to the CTA for all outstanding amounts due. The CTA reserves the right to use any reasonable means necessary to collect on outstanding balances in your CCP/I-GO account.

Using Your CCP/I-GO Card on I-GO

I-GO will provide access to vehicles owned, leased, or rented by I-GO and I-GO will pay for vehicle-related expenses such as fuel, tires, maintenance, and repairs as described in the Member Manual and in the FAQ posted on www.igocars.org. I-GO will endeavor to ensure vehicles are clean, reliable and well-maintained and will periodically inspect the vehicles.

Important steps to using I-GO cars:

1. *To reserve a car*

Go online at www.igocars.org or call 773.278.4446. Make sure you have your Member ID # and Pin # handy. You will need them.

2. *When you get to the car*

- a. Take your CCP/I-GO Card with you to unlock the door. Hold the card over the card reader, located on the driver's side front windshield until you hear the doors unlock and light on the card reader turns green.
- b. Remove the key and the black fob from the Key Pad in the glovebox and start the car. *If it's a Prius, there are special instructions in the car. Note: You can call I-GO or 911 for emergencies (from the Key Pad) at any time during your trip. Press #1 to call I-GO and #2 to call 911. The sound is activated from a speaker in the dashboard. Please be careful not to unplug the Key Pad.

3. *During Your Trip*

Remember to take the ignition key with you **every time** you exit the car. You will use the key (NOT your CCP/I-GO card) to lock and unlock doors during your trip.

4. *When Your Trip Ends*

- a. Insert the black fob with the attached key back into the Key Pad in the glove box. This is very important in order to end your trip and invoice you properly.
- b. Get out of the car and hold the CCP/I-GO Card over the card reader until the doors lock and the light on the card reader turns red.

For more information, you may review the Member Manual online or in each car.

As a CCP/I-GO member:

1. I-GO will rely on members for primary inspection of vehicles that they use and that members must immediately report to I-GO all damages, maintenance or safety problems, or other concerns;
2. I-GO does not make any representations or warranties as to the fitness or condition of any vehicle.
3. I-GO will have a problem of regular preventative maintenance and will take action with respect to defects that are reported to it.

I-GO will cause its vehicles to be insured under an insurance policy (details available upon request). I-GO has relied upon the accuracy and truthfulness of the information I provided in my application in obtaining insurance

I-GO vehicles can not be used by non-members or without a reservation. Doing so may result in financial penalties, legal action and inconvenience to other members.

Expiring CCP/I-GO Card Replacement

CCP/I-GO cards expire in approximately four years. You may check the expiration date for your CCP/I-GO card on any of the Passenger Information Units ("PIUs") located near the Customer Assistance kiosks in most CTA rail stations, online at www.chicago-card.com, or by calling 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1) (1-888-282-8891), Monday through Friday, 7 a.m. to 8 p.m.

Unless otherwise notified by the CTA, no earlier than 45 days prior to your CCP/I-GO card's expiration, CTA will send you an e-mail to inform you that your card will be expiring soon, and ask you to confirm/update your current mailing address so that your new card can be sent to you.

CTA will replace your expiring CCP/I-GO card at no cost to you. Once you have confirmed your correct mailing address, CTA will send the new card to you. Once you receive your new CCP/I-GO card, you should destroy your old card to prevent any unauthorized usage.

CTA and I-GO Carsharing Fare Payment Methods

Your successful registration for the CCP/I-GO card authorizes I-GO and CTA to charge fees to your debit/credit card per the indicated fee schedule. I-GO may amend the Member Manual and Fee Schedule at any time and, upon notifying you of any amendments, those documents as revised will be binding.

You will be responsible for paying various fees, including damages and insurance deductible (in case of accident), expenses, liens, and fines arising out of your use of I-GO vehicles. If I-GO satisfies obligations owed by you, amount will be accounted as a debt due and payable to I-GO and that you will adhere to the prescribed time schedule for payment.

You may use your CCP/I-GO card to pay for rides you take on the CTA and Pace transit systems either: (1) by providing the CTA with a valid credit card number; (2) through a Transit Benefit Program account linked to your CCP-I-GO card (you must have a valid credit card assigned to your CCP/I-GO account); or (3) by adding money using cash, money orders, or RTA FareChecks at the CTA Sales Center at 567 W. Lake Street, 2nd floor, Monday through Friday, 8 a.m. to 4:30 p.m. You may elect to have your CCP/I-GO card function as either a 30-Day Pass or a Pay-Per-Use fare card. The vending machines at CTA rail stations cannot be used to add money or to check the balance of your CCP/I-GO account.

30-Day Pass. If you elect to use your CCP/I-GO card as a 30-Day Pass, the "pass" will be good for unlimited rides for the CCP/I-GO cardholder only on the CTA and Pace systems for 30 consecutive days beginning with the first ride taken using your CCP/I-GO card. By selecting the 30-Day Pass function, you authorize the CTA to charge your credit card the amount necessary to purchase another 30-Day Pass three days prior to the end date of your prior 30-Day Pass, unless you elect to change your fare choice to Pay-Per-Use prior to that time. If you elect to participate in your employer's Transit Benefit Program once you have joined I-GO and obtained a new CCP/I-GO card, your CCP/I-GO account may be reloaded with the funds to purchase your next 30-Day Pass on the last day of each calendar month, regardless of how many days are left in your current pass. Your next 30 day period will then begin with the first ride taken with your CCP/I-GO card after the completion of your previous 30 day period. Please note that the cost of the 30-Day Pass is subject to change as provided by the Chicago Transit Board.

Pay-Per-Use. If you elect to use your CCP/I-GO card to function as a Pay-Per-Use fare card, the appropriate fare amount will be deducted from the balance in your CCP/I-GO account each time you touch your CCP/I-GO card to fare collection devices on the CTA and Pace transit systems. If you elect to participate in your employer's Transit Benefit Program once you have joined I-GO and obtained a new CCP/I-GO card, your CCP/I-GO, account balance will automatically be reloaded on the last day of each calendar month (unless you have told your employer otherwise or are suspended from the Transit Benefit Fare Program for any reason), provided that your employer has made the funds available to the CTA in a timely manner. If you are not an RTA/CTA Transit Benefit Fare Program customer, your credit card will be charged the amount you have elected (\$20, \$40, or \$60) for the initial value of your CCP/I-GO card. By selecting the Pay-Per-Use fare choice, you authorize the CTA to charge your credit card the amount you have chosen (\$10, \$20, \$40, \$60 or \$80) each time your account balance falls to \$10.

If your CCP/I-GO account cannot be automatically replenished for any reason, your CCP/I-GO card will be deactivated once your account balance reaches \$0. After your CCP/I-GO card is deactivated, your card may be reactivated if you provide the CTA with a valid credit card number.

Switching Your Fare Choice

You can switch your card's fare choice (Pay-Per-Use or 30-Day Pass) at any time by logging on to your account at chicago-card.com.

If you switch from a 30-Day Pass to Pay-Per-Use, the Pay-Per-Use function will begin with the first ride taken using your CCP/I-GO card upon completion of the current 30-day cycle for your 30-Day Pass. Because a new 30-Day Pass is automatically reloaded, if you are switching to Pay-Per-Use, you are encouraged to make the change prior to the 27th day of the 30-day cycle for your pass. However, if you switch to Pay-Per-Use after the 27th day of your pass cycle, but before the end of the 30th day, your account will be charged with the then current cost of a 30-Day Pass instead of the reload amount you elected for Pay-Per-Use. This amount will be available for Pay-Per-Use fares upon completion of the current 30-day cycle for your pass.

If you switch from Pay-Per-Use to a 30-Day Pass, you authorize the CTA to charge your credit card an initial amount equal to the difference between the then current cost of a 30-Day Pass and the amount remaining in your account after all Pay-Per-Use rides have been properly accounted for. Your 30-Day Pass function will begin the first time your CCP/I-GO card is used after you submit the change. If you are a Transit Benefit Program customer, your account will be debited the then current cost of a 30-Day Pass when you take your first ride following the change. Unless you provide the CTA with a valid credit card number to backup your Transit Benefit Program funds, the change will not be effective if you have insufficient funds in your CCP/I-GO account.

Passback Using Your CCP/I-GO Card

You may use your CCP/I-GO card to pay for up to seven concurrent transit rides on the same bus route or from the same rail station at the "same time." Your CCP/I-GO account will be charged for each of these concurrent rides as they are considered "passback rides."

Passbacks on a 30-Day Pass. If you have chosen the 30-Day Pass function, the first ride taken with your CCP/I-GO card will be recorded as an unlimited ride. All other concurrent rides taken using your CCP/I-GO card on the same bus route or at the same rail station at the "same time" will be recorded as a "passback ride." The appropriate fare (full fare or transfer) for concurrent rides recorded as "passback rides" will be deducted from your CCP/I-GO account. Your credit card will then be charged an amount necessary to bring your total CCP/I-GO account balance back to \$10, which will be available for future fare transactions. If you are a Transit Benefit customer, additional rules may apply. (See "RTA/CTA Transit Benefit Fare Program Participants" below.)

If Your CCP/I-GO card is Lost, Stolen, or Damaged

If your CCP/I-GO card is lost, stolen, or damaged, you must notify the CTA as soon as reasonably possible by going to www.chicago-card.com and submitting a customer service request or by calling 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1) (1-888-282-8891), Monday through Friday, 7:00 a.m. to 8:00 p.m., or by visiting the CTA Sales Center located at 567 W. Lake Street, 2nd floor, Monday through Friday, 8 a.m. to 4:30 p.m. Please bring a photo I.D. with you for this transaction.

Once you notify the CTA that your CCP/I-GO card is lost, stolen, or damaged, your CCP/I-GO card will be turned off and it will no longer work for both CTA and IGO. Once your CCP/I-GO card is turned off, it may not be reactivated or used again. If your card has been turned off, you will need to obtain a replacement CCP/I-GO card. Your CCP/I-GO account will be charged for rides taken until you properly notify the CTA that your CCP/I-GO card is lost, stolen, or damaged. You will not, however, be responsible for unauthorized use of your lost or stolen CCP/I-GO card after you make a proper report to the CTA. Damaged CCP/I-GO cards should be mailed to the CTA Chicago Card Operations Center, 901 W. Division Street, Chicago IL, 60642-4216, whether they were damaged on CTA or on IGO.

You will be charged a non-refundable \$20 replacement fee to obtain a new CCP/I-GO card. Your new CCP/I-GO card will include the balance of your old CCP/I-GO card at the time you properly reported it lost, stolen, or damaged. You must provide CTA Customer Service with the personal identification number ("PIN") for your CCP/I-GO account in order to get it replaced. CTA will attempt to mail replacement CCP/I-GO cards within 5-7 business days of the customer's notice to CTA that the CCP/I-GO card was lost, stolen or damaged.

If you do not receive your replacement CCP/I-GO card within seven business days after you report that it is lost, stolen or damaged contact CTA Customer Service by calling 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1) (1-888-282-8891), Monday through Friday, 7 a.m. to 8 p.m.

30-Day Pass Users. If your fare choice was for a 30-Day Pass at the time your CCP/I-GO card is lost, stolen, or damaged, your pass will not be reset or suspended. If you would like to be credited for the days between when your card was lost, stolen or damaged and when your new card was received, please submit a service request or contact CTA Customer Service by calling 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1 (1-888-282-8891)), Monday through Friday, 7 a.m. to 8 p.m.

Checking CCP/I-GO Account Balances

You may check your CTA account balance for your CCP/I-GO card on-line at chicago-card.com or by calling 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1) 1-888-282-8891), Monday through Friday, 7 a.m. to 8 p.m. Your on-line transaction history may not reflect all transactions. The CTA may send you e-mail notifications regarding CCP/I-GO account issues, including but not limited to the following: (1) account balances of \$0; (2) pending credit card expiration dates; (3) problems with the credit card number you provided; (4) maximum CCP/I-GO balance limits; (5) CCP/I-GO card expiration notification; and (6) any other optional messages you have elected to receive.

To check your I-GO account and/or access the vehicle reservation system enter your member number and password at www.igocars.org. If you have questions about your account, billing or driving charges you may send an email to billing@igocars.org

Canceling Your CCP/I-GO Account

You may cancel your CCP/I-GO account or a particular CCP/I-GO card on your CCP/I-GO account at any time by going on-line to chicago-card.com or by calling CTA Customer Service at 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1 (1-888-282-8891)). If you cancel your CCP/I-GO account, the remaining value in your CCP/I-GO account will continue to be available for transportation on CTA or Pace. When the CCP/I-GO account reaches \$0, the CTA will turn off your respective CCP/I-GO card. You are responsible for all rides taken using your CCP/I-GO card even if it has been cancelled.

To cancel your I-GO account please send an email to cancel@igocars.org. Should you have questions prior to closing your account call I-GO Member Services at 773-278-4446 – please note that your I-GO account will remain active even if your CTA account is cancelled until you send the email to I-GO to cancel. You will have access to your transaction history until your respective CCP/I-GO card has been turned off and your CCP/I-GO account access terminated.

RTA/CTA Transit Benefit Fare Program Participants

The following additional terms apply to customers who elect to have pre-tax dollars from their paychecks loaded into their CCP/I-GO accounts by their employers as part of the RTA/CTA Transit Benefit Fare Program.

You can only have one CCP/I-GO card linked to one Chicago Card Plus account. Once you have joined I-GO and obtained your new CCP/I-GO card, you may link your CCP/I-GO account to your employer's Transit Benefit Fare Program (you must have a valid credit card assigned to your CCP/I-GO account). CTA disclaims any responsibility for your employer's failure to assign RTA/CTA Transit Benefit Fare Program dollars to your account in a timely and consistent manner.

A maximum balance of \$300 may be stored in your CCP/I-GO account. Your account will be suspended from reloading additional Transit Benefit dollars once your account balance reaches \$300. That suspension will be removed after your balance falls below \$300. If your account is suspended for more than five (5) consecutive months, it will be canceled from the RTA/CTA Transit Benefit Fare Program and revert to a regular CCP/I-GO card funded by your own credit or debit card.

If you have elected not to provide a credit card to back up your CCP/I-GO account, your CCP/I-GO card will be deactivated once your CCP/I-GO account balance reaches \$0. Your CCP/I-GO card will remain deactivated until additional funds are added to your CCP/I-GO account or you provide the CTA with a valid credit card number to reload your CCP/I-GO account. You will remain responsible for any rides taken using your CCP/I-GO card and any funds added to your account will be used to cover any negative balances reflected on your account. If you elected for your CCP/I-GO card to function as a 30-Day-Pass, the CTA reserves the right to change your card to Pay-Per-Use if there are insufficient funds in your CCP/I-GO account to purchase a 30-Day-Pass after negative balances are paid in full.

Like all CCP/I-GO card holders, you are responsible for paying the \$20 replacement fee if your CCP/I-GO card is lost, stolen, or damaged. Your employer may add the \$20 fee to your elected pre-tax deduction with CTA approval.

Your participation in your employer's Transit Benefit Program and your use of Transit Benefit Program dollars is subject to certain laws, rules, and regulations including Section 132(f) of the Internal Revenue Code, 32 U.S.C. § 132. The CTA 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 Benefit Program dollars and/or your employer's Transit Benefit Program. Your pre-tax payroll funds may only be used to pay for rides you take to and from work and work-related purposes. The CTA reserves the right to suspend your CCP/I-GO account for misuse of Transit Benefit Program funds or to take any other appropriate action.

To cancel a CCP/I-GO account with Transit Benefit pre-tax dollars in it, you must first have your employer remove you from its Transit Benefit Program. Once your employer has cancelled your ability to receive pre-tax dollars in your CCP/I-GO account, you will be able to cancel your CCP/I-GO account.

CTA cannot issue refunds for Transit Benefit Fare Program pre-tax dollars. It is your responsibility to apply for a refund in accordance with your company's policy and applicable law.

Termination

CTA or I-GO may terminate this Agreement at any time and for any reason. Upon such termination, the CTA or I-GO may block use of your CCP/I-GO card or request surrender of your CCP/I-GO card. Upon CTA's termination, you shall be entitled to a refund of any value remaining in your CCP/I-GO account after costs and fees have been paid under this Agreement.

If you cancel your CCP/I-GO account or if your CCP/I-GO account is terminated pursuant to these terms, you will remain responsible for any and all fares that are or become due on your CCP/I-GO account.

Regardless of which party terminates, you will return all I-GO property (such as keys or keycards) and you will receive a refund of any funds due to you, less all outstanding account balances, damages, and losses chargeable by I-GO against you, which refund shall be made no later than sixty (60) days after you return all I-GO property to I-GO.

Further I-GO Information

I-GO on-call staff is available to help. If you encounter problems during use of an I-GO car including, but not limited to, running late on a reservation, vehicle breakdown or difficulty returning an I-GO vehicle to its assigned parking spot, please call I-GO customer service at 773-278-4446.

I-GO has a comprehensive insurance plan that covers all I-GO members while they are driving I-GO vehicles. Our premium insurance provides \$300,000 per accident and a \$5000 per person limit per accident for medical payments. If the I-GO member is determined to be at-fault, that member is responsible for \$500 of our \$1000 deductible.

I-GO covers the cost of refueling our cars. Refuel the car when the fuel gauge falls between a and a of a tank during your reservation. It is your responsibility to fill the tank or penalties will apply. Unless we specify an alternative fuel, please use regular, unleaded (87 octane) fuel and do not top off or overfill the vehicle. Fueling with diesel fuel when not specified causes mechanical problems and we will pass all of the repair costs onto the responsible member. A Wright Express (WEX) fuel card is found in the key pad located in the glove compartment of each vehicle. You can use the WEX fuel card at almost any gas station. If the WEX fuel card is missing from the car, please contact us immediately. You must call for permission to use your own money to purchase fuel. If you do end up using your own money to refuel the vehicle, please mail us the receipt with your name, member number and phone number and we will credit your credit card for the exact amount of your fuel purchase.

Car sharing works when our members are respectful and responsible. This includes planning ahead and returning the vehicle on time. In the event the member before you is running late and we are notified, we will call you to let you know your options. Our policies protect members from being inconvenienced, so if we are not notified when a member is running late and your vehicle is not there, call us immediately and we will do everything we can to get you driving as soon as possible. We might move you to a different car and reimburse your cab fare or credit your account for the inconvenience. As for the person who is late, they will pay an automatic \$20 penalty plus additional fees if applicable.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall lie in Cook County, Illinois.

Privacy Policy

Your use of the CCP/I-GO card is subject to [CTA](#) and [I-GO's](#) respective Privacy Policy Statements. In general, the CTA and I-GO may use the information it collects in connection with the CCP/I-GO program for the management and promotion of CTA and other regional transit services and fare media. CTA or I-GO will not sell or disclose your information for any other purpose without your written consent, unless there is a legal requirement for such disclosure.

Personal information you give to CTA and I-GO when you purchase your CCP/I-GO card may be linked to information about the use of your CCP/I-GO card. CTA will use that information to implement CTA's policies allowing for the recovery of balances on lost or stolen cards. Information concerning your CCP/I-GO account that is available on-line will be protected through the use of user names, passwords and PIN numbers that you choose. By providing us with your e-mail address, you agree to receive information concerning your CCP/I-GO account and the CCP/I-GO program by e-mail.

For more information about the CTA's privacy policy, please refer to the CTA [Privacy Policy Statement](#) at www.chicago-card.com or call 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1) (1-888-282-8891) or [I-GO's Privacy Statement](#) at <http://www.iqocars.org/privacy>.

Disclaimer

As a CCP/I-GO member, you waive any right to sue or make claims against I-GO and its directors, officers, agents, employees or other members for any damages or losses arising out of or in connection with:

1. Vehicle or property-related issues (such as vehicle not being available when it was supposed to be, any malfunction or deficiency in a vehicle, or any defect in a vehicle, or any breach of warranty or other obligation by any manufacturer or supplier or repairer of a vehicle).
2. Personal injury-related issues (such as any damage or injury to persons).

The CTA and I-GO expressly disclaim any representation or warranty, express or implied, including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity with models or samples. You agree to indemnify and hold the CTA and I-GO harmless from and against any and all damage, loss, costs, expense, or liabilities relating to, arising from, or as a result of your use of your CCP/I-GO card.

You also agree to indemnify I-GO and CTA's directors, officers, agents, stockholders or employees where it has incurred liability or expense (including attorney's fees and costs) as result of a claim by a third party for damages arising out of use of an I-GO vehicle through my membership, unless I-GO or CTA's gross negligence solely caused the damage.

If any provision of this Contract is not enforceable, then that unenforceable provision will be considered modified so as to most fully carry out the provision as originally drafted while complying with applicable law. The remaining provisions of the Contract will continue to be in effect. Our mutual agreements set forth in this Contract are in lieu of any warranty, whether expressed or implied, and I-GO hereby expressly disclaims all such warranties.

You agree to pay any costs, including reasonable attorneys' fees, incurred by the CTA or I-GO to enforce the terms of this Agreement.

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.

Modification

The CTA and I-GO reserve the right to change these terms and conditions at any time without advance notice of its intent to do so. If CTA or I-GO decide to change these terms and conditions, however, CTA or I-GO will post the new terms and conditions on www.transitchicago.com or at www.igocars.org .

Assignment

This Agreement cannot be assigned.

Regulations

Use of the CCP/I-GO card is subject to all applicable tariffs, terms, conditions, rules, regulations, policies, and procedures.

Questions about these terms and conditions or CTA's Privacy Policy Statement should be directed to CTA Customer Service at 1-888-YOUR-CTA (1-888-968-7282) (TTY: 1-888-CTA-TTY1 (1-888-282-8891) or, if applicable, to I-GO at 773-278-4446.