

## CFCRT TERMS AND CONDITIONS

### SunCard® Terms and Conditions

The SunCard is SunRail's fare payment media for fare payment use at rail station fare validators, ticket vending machines and on handheld fare inspection devices. The SunCard is also used on the fare payment devices of participating transit partners including LYNX, Votran, and other transportation partners that may choose to participate in the SunCard program. It utilizes account based smart card technology to allow customers to load, store and use fare payment products and transfers.

These terms and conditions constitute your SunCard Agreement and shall apply to all activity with respect to the use of the SunCard. The use of the SunCard for SunRail services or the services of any of the participating transit partners constitutes acceptance of the terms and conditions.

Please read the terms and conditions carefully and keep a copy for your records.

### **Fare Payment and Card Inspection:**

All passengers must have in their possession a SunCard loaded with the appropriate fare product or a valid paper ticket prior to boarding the train. Passes and tickets are available at all SunRail stations and are not sold onboard the train. All passengers are required to present, upon request, one of the above proof-of-payment documents to law enforcement officials, SunRail employees or SunRail contract employees acting on behalf of SunRail. Valid identification providing proof of eligibility for discounted fares may also be requested. Failure to present valid proof-of-payment and/or proof of eligibility for discounted fares, upon request, is a first-degree misdemeanor and may result in a fine ranging from \$50 to \$1,000, arrest, and/or removal from the train (Florida Statutes 341.3025 and 812.015).

### **Balance Protection and Replacement:**

Signing up to register your SunCard entitles you to balance protection. With balance protection, the value on your card will be transferred to a replacement card providing that SunRail is properly notified that your card is lost, stolen, or damaged and after a proper investigation is conducted. There is a non-refundable replacement card fee associated with issuance of a replacement card. If you have not signed up and activated your SunCard for balance protection, the value remaining on the lost/stolen/damaged card will not be available for transfer to a replacement card.

Information required to register your SunCard and to sign up for balance protection includes: name, street address, phone number and an answer to security question(s) that will enable verification of identity. Upon activation of balance protection, you must provide SunRail with this information to validate your identity and to replace value if your card is lost, stolen, or damaged. You must inform SunRail of any changes to required information in order to maintain the privileges of balance protection. If your SunCard is lost, stolen, or damaged, you must notify SunRail immediately by visiting [www.SunRail.com](http://www.SunRail.com) or by calling SunRail's Customer Service Center at 1-855-724-5411. The TTY phone number for hearing and speech-impaired customers is 711 - the Florida Relay Service.

Once you notify SunRail that your SunCard is lost, stolen, or damaged, your SunCard will be disabled. You will be responsible for rides taken using your lost, stolen or damaged SunCard until you properly notify SunRail that your SunCard is lost, stolen, or damaged. You will not be responsible for unauthorized use of your lost, stolen or damaged SunCard after you properly report your card missing.

#### **SunCard Cost:**

A SunCard Costs \$5.00 and you must add a fare product to the new card at the time of purchase. Each person traveling on the system must have his or her own SunCard.

#### **Fare Products Available to SunCard Customers:**

The SunRail system is *capable* of offering three general types of products on a SunCard that may be implemented from time to time according to adopted policy. The general product types include time-based passes, stored trips and stored value. *Stored trip products are not offered by SunRail at this time.* You may load any combination of SunRail fare products onto a single SunCard.

Upon presentation at a fare payment device the system will check for and process any time-based passes first. If a timed pass is not present or has expired, the system will check for a trip-based pass. If no passes are present or are depleted, the system will deduct the appropriate fare from the stored cash value on the card. If no products are present, the fare payment device will provide an error message and passengers will be required to add value prior to boarding the train.

Pass products entitle customers to unlimited usage of SunRail for a specified period of time. Passes are available for various lengths of time. All pass products must be activated within 30 days of purchase. Pass products are activated upon first use, which must be within 30 days of purchase, and expire at the end of the pass period.

Stored trip products, if offered in the future, would allow customers to purchase a specific number of trips that would be decremented upon each use.

Stored value products allow customers to place a dollar value on a card. Upon each use the proper fare is decremented from the card.

#### **SunCard Refunds:**

**ALL SALES ARE FINAL.** Refunds are granted only for losses that occur due to the malfunction of a ticket vending machine, a fare payment device or the failure of a SunCard. These refunds will be in the form of and equivalent product or value loaded to a new SunCard. Refunds in the form of cash, check or credit card reimbursement will not be made. If you have made an error and/or have purchased an incorrect fare product, please contact SunRail's Customer Service Center at 1-855-724-5411 or [info@SunRail.com](mailto:info@SunRail.com) for further assistance. The hours of operation of the Customer Service Center are Monday to Friday 8am-5pm. Refunds will be issued on stored value upon customer request to end stored value fare product.

**Where to Purchase a SunCard:**

1. Ticket Vending Machine (TVM): SunCards may be purchased at a ticket vending machine located in each rail station. A \$5.00 cost will apply to the initial purchase of a SunCard. Ticket Vending Machines are available in every SunRail rail station.
2. Web-ticketing: Purchase your SunCard or add products to a SunCard online at [www.SunRail.com](http://www.SunRail.com)
3. Retail Outlets: SunCards will soon be available at retailers throughout the Orlando area. The location of the retailers may be found at [www.SunRail.com](http://www.SunRail.com) or by calling 1-855-724-5411.

**Card Expiration:**

SunCards expire ten (10) years after issuance. The expiration date of your card may be checked at any of the ticket vending machines located in the SunRail stations or by visiting [www.SunRail.com](http://www.SunRail.com). If you have activated balance protection, you may contact SunRail within thirty (30) days of expiration and transfer any remaining value to a new SunCard. Upon expiration, any stored value remaining on cards not transferred or refunded is considered unclaimed property and is handled in accordance with applicable laws and regulations.

Values contained on multiple SunCards may not be combined to pay fares. Misuse of your SunCard may invalidate your card. SunRail reserves the right to inspect your SunCard any time for damage and abuse. It is your responsibility to maintain the SunCard in useable condition. Each individual who travels on the system is required to have their own SunCard to enter/exit the system.

**Transaction Disputes** SunRail reserves the right to correct the balance of your SunCard if we believe that a technical or accounting error has occurred. If you have any disputes, please contact the Customer Service Center at 1-855-724-5411 or send an inquiry to [info@SunRail.com](mailto:info@SunRail.com). A SunCard Transaction Inquiry form may be required and can be found at [www.SunRail.com](http://www.SunRail.com). An investigation will be performed and disputes will be resolved within ten business days of receipt of completed form.

**Termination of SunCard by SunRail:**

SunRail may terminate use of your SunCard. Upon such termination, SunRail may block use of your SunCard or request surrender of your card. Upon SunRail termination, you shall be entitled to a refund of any value remaining on your SunCard after costs and fees have been paid under this Agreement.

**Privacy Policy:**

Your use of the SunCard is subject to the terms of SunRail's privacy policy found at [www.SunRail.com](http://www.SunRail.com). In general, SunRail may use the information it collects in connection with the SunCard program for the management and promotion of SunRail and other regional transit services and fare media. We will not sell or disclose your personal information for any purpose without your written consent, unless there is a legal requirement for such disclosure. Personal information you give to SunRail when you purchase and register your SunCard may be linked to information about the use of your card. We may use that information to implement our policies allowing for the recovery of balances on lost or stolen cards. By

providing us with your e-mail address, you agree to receive e-mails concerning your SunCard. You may choose to not provide personal information however SunRail's ability to provide enhanced customer service will be limited. For more information about the SunRail's privacy policy, please refer to our privacy policy statement on our web site at [www.SunRail.com](http://www.SunRail.com) or call 1-855-724-5411.

**No Representations as to Future Fare Structure or Fees:**

The SunCard is a type of fare payment media and does not entitle the user to a specific fare price or fare program. SunRail reserves the right to increase fares and the cost of fare programs in accordance with applicable policies and laws. Stored cash value will be deducted at the fare, fee or rate in effect when the SunCard is presented for entry on a vehicle, fare payment device or in a rail station.