

# Terms and Conditions (“Terms”)

Last updated: June 27, 2023

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <https://connect-transit.com> and/or <http://rideconnecttransit.com> websites and/or associated mobile applications (the “Service”) operated by Bloomington-Normal Public Transit System (dba Connect Transit) (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

## Links to Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Connect Transit.

Connect Transit has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Connect Transit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **System Violations**

### *No-Show*

A no-show occurs when a rider fails to board the vehicle for a scheduled trip. This includes being ready and boarding the vehicle within two minutes of the arrival of the vehicle if the driver arrives at the Estimated Vehicle Arrival Time.

### *Estimated Vehicle Arrival Time*

The Estimated Vehicle Arrival Time is defined using the Connect FLEX booking app, which accounts for travel distance, live traffic conditions, comingled rides, and other conditions. Riders must be ready to board a vehicle that arrives at the Estimated Vehicle Arrival Time and depart within the two-minute window. The driver will wait for a maximum of two minutes after the Estimated Vehicle Arrival Time for the rider to appear. A rider who does not appear during this time will be considered a No-Show.

### *Cancellation at the Door*

A cancellation is when the vehicle arrives at the pick-up location for a specific scheduled trip at the estimated vehicle arrival time and the customer (or customer's representative) notifies the driver that they no longer need the scheduled trip.

## **Suspension for Pattern No-Shows and Cancellations**

- Connect Transit will monitor no-shows and inappropriate cancellations on a monthly basis.
- If a passenger meets the following criteria, the following action may be taken by Connect Transit staff.
- Penalties are as follows, and tracked monthly:
  - 1<sup>st</sup> violation: warning message will be sent to rider.
  - 2<sup>nd</sup> violation: final warning will be sent to rider.
  - 3<sup>rd</sup> violation: rider will immediately be put on a seven-day service suspension, and will be unable to book rides with the Connect FLEX service during that time.

## **Disputing Specific No-Shows or Late Cancellations**

Riders wishing to dispute specific no-shows or late cancellations must do so within 10 business days of receiving a suspension notification. Riders should contact Connect FLEX at (309) 828-9833 to explain the circumstance and request the removal of the no-show or late cancellation.

## **Appealing Proposed Suspension**

Riders wishing to appeal against a suspension under this policy have the right to file an appeal request, which must be in writing by letter or via email. Riders must submit written appeal requests within 15 business days of receiving suspension letters. Riders who miss the appeal

request deadline will be suspended from Connect FLEX on the date listed on the suspension notice. All suspension appeals follow Connect Transit's appeal policy.

### **Indemnification**

You agree to defend, indemnify and hold harmless Connect Transit and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

### **Limitation of Liability**

In no event shall Connect Transit, nor its trustees, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Connect Transit, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Illinois, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **Contact Us**

If you have any questions about this Privacy Policy, please contact us at [info@connect-transit.com](mailto:info@connect-transit.com) or Connect Transit, 351 Wylie Drive, Normal, IL 61761 or 309-828-9833.