

## **TERMS OF USE AGREEMENT BETWEEN USER AND EDENRED COMMUTER BENEFITS SOLUTIONS LLC**

Updated: June 2019

The Commuter Benefits Solutions Web Site (the “Site”) is comprised of various Web pages operated by Edenred Commuter Benefit Solutions LLC (the “Company” “we”, “us” or “our”). The Edenred Commuter Benefits Solutions LLC’s mobile device Mobile Applications (the “Mobile Application”) is a Mobile Application provided by the Company. These terms of use (the “Terms of Use”) define the relationship between the Company and you, the persona accessing the Site or Mobile Application and/or registering for our services (in either case, “you” or “your”).

BY ACCESSING THE SITE OR MOBILE APPLICATION OR ACCESSING, REGISTERING FOR, OR USING THE SERVICES (DEFINED BELOW), YOU CONFIRM THAT (1) YOU ARE AT LEAST 13 YEARS OLD, AND (2) YOU HAVE READ THESE TERMS OF USE, AND (3) YOU ACCEPT THESE TERMS OF USE. IF YOU CANNOT CONFIRM EACH OF (1) THROUGH (3) ABOVE, THEN YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT USE THE SITE, MOBILE APPLICATION OR SERVICES.

### **SERVICES**

The Site and Mobile Application works with your employer (“Employer”), Administrator, and/or Commuter Benefits provider, as well as certain other third parties to provide a commuter benefit program related to the IRS Section 132 (f) ruling through the use of commuting related products that may be offered by the Company (collectively and as hereinafter described, the “Services”) or by other third parties offering products through the Services.

### **AGREEMENT WITH RESPECT TO TERMS OF USE**

These Terms of Use constitute a legally binding agreement between the Company and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time at: [click here](#). Additional terms may govern use of certain Web pages within the Site or linked within the Mobile Application. In the event that any provision, term or guideline contained on a particular Web page in the Site and Mobile Application conflicts with these Terms of Use, the terms of such Web page shall control over these Terms of Use.

### **REGISTRATION**

You have been invited to access the Site and Mobile Application because your Employer, Administrator and/or Commuter Benefits provider has elected to take part in a program that extends the Services to you. To begin your enrollment process, your Employer, Administrator and/or Commuter Benefits provider has provided certain personally identifiable information about you, including your last and first name, home or office address, telephone and/or mobile number and e-mail address. In addition, certain features or services offered on or through the Site and Mobile Application may require you to set up a profile, with the option to provide certain personally-identifiable information, including but not limited to your age, date of birth, telephone or mobile phone number, email address, home address, credit card information, bank account information, (your “User Profile Information”). All of the foregoing information that is provided by you or your Employer, Administrator and/or Commuter Benefits is collectively referred to as your “Information”. We reserve the right to restrict certain areas of information on this Site and Mobile Application to registered users. You agree that you will maintain and promptly update your Information to keep it true, accurate, current and complete. If you provide any Information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve

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### **MOBILE APPLICATION**

A. You can access the Services via a mobile device using the Mobile Application. To use the Mobile Application you must have a mobile device that is compatible with the Mobile Application. We do not warrant that the Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Application and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. We hereby grant you a non-exclusive, nontransferable, revocable license to use a compiled code copy of the Mobile Application for one account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that We may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Application is covered by the applicable open source or third-party license EULA, if any, authorizing the use of such code. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Edenred Commuter Benefit Solutions LLC or its third-party partners or suppliers retain all right, title, and interest in the Mobile Application (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Edenred Commuter Benefit Solutions LLC reserves all rights not expressly granted under these Terms. The Mobile Application originates in the United States. You agree to comply with all United States and foreign laws related to use of the Mobile Application and the Services.

#### **B. Mobile Application from App Store by Apple**

The following applies to any Mobile Application you acquire from the App Store ("App Store-Sourced Application"): You acknowledge and agree that these Terms are solely between you and Edenred Commuter Benefit Solutions LLC, not Apple, and that Apple has no responsibility for the App Store-Sourced Application or content thereof. Your use of the App Store-Sourced Application must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Application. In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Application to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application, and any other claims, losses, liabilities,

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### **SERVICE CONTACT:**

Phone: (857) 228-1425

Fax: (857) 228-1414

Email: [kyc\\_support@commuterbenefits.com](mailto:kyc_support@commuterbenefits.com)

Postal Address: Edenred Commuter Benefits Solutions, LLC, 265 Winter Street, 3rd Floor, Waltham, MA 02451

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### **GENERAL**

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