

Ticketing Terms and Conditions

These terms and conditions (“Terms”) set forth the whole agreement between you (“User” herein) and ACE® (“we” or “us” herein) regarding the subjects addressed in these Terms. ACE® recommends that you read these Terms carefully. ACE® may modify these Terms from time to time by posting revised Terms to ACE®’s website and/or Mobile and Online Ticketing Application (the “App”). By using the ticketing website (“Website”) and/or the mobile application (“App”) that retails the mobile ticket, (“ACE® Rail Mobile Tickets”) you accept these terms, as well as the general terms and conditions relating to the ACE® a website and its use.

Intellectual Property Rights

ACE® grants you the right to download, install, and use the App on your mobile device for the purposes of (i) purchasing and displaying ACE® Rail Mobile Tickets and (ii) accessing train and related information, all in accordance with these Terms. All intellectual property rights in the Website, the App, and the Services belong to us and the rights in the Website, the App, and the Services are licensed to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these Terms.

All content included on or through the Website and App, such as text (including blog posts, schedules, arrival information, fare information), graphics (including maps), designs, logos, presentations, videos, data, instructions, photos, and software (the “Materials”), is the property of ACE® or its licensors. The Materials are protected by copyright, trademark, and other intellectual property laws.

ACE®, and other trademarks, service marks, and logos we use are trademarks of SJRRC. Third-party trademarks that appear in connection with the Website and App are the property of their respective owners. You may not use any of the trademarks displayed in connection with the Website or App without the express written permission of ACE®.

Operating System Requirements

We have worked to ensure that the operating system works on compatible mobile devices; and the website ticketing works on compatible browsers; however, we do not guarantee that the mobile application will be suitable for all of your travel needs, or that

it will work accurately at all times. Online ACE® Rail Mobile Tickets purchased at: [ACERail.com](https://www.acerail.com) must be transmitted to and displayed by a mobile device, using the App.

Data Charges and Access

The App requires a correctly configured and functional wireless internet data connection (either cellular or Wi-Fi), both for the initial installation, and for the purchase of ACE® Rail Mobile Tickets. The App is provided to you free of charge on an “as-is” basis. If you are using the App outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile service provider for the cost of data for the duration of the connection while accessing the App, or other third-party charges. In using the App, you are accepting responsibility for such charges, including roaming data charges if you use the App outside of your home territory (i.e. region or country) without turning off data roaming. The App requires a correctly configured and functional wireless internet data connection, both for the initial installation and for purchases. Purchased ACE® Rail Mobile Tickets may be activated without an active data connection. We are not responsible for connection issues you may experience. For this reason, you are encouraged to utilize the App in advance of your need for the ACE® Rail Mobile Tickets and in an area with adequate coverage. Please contact your network provider if you require assistance configuring a data connection for your mobile device. It is your responsibility to ensure that the mobile device in use is sufficiently charged to display the ACE® Rail Mobile Ticket(s) for the duration of your trip.

Communication

All questions, issues, complaints, notifications, and overall communications shall be addressed to: ticketing@sjrrc.com or by calling 1-800-411-RAIL (7245). If we have to contact you, we will do so at the email provided by the registered User. We may also send communications to you through the website, email, text message, and smart phone notifications. These communications may include marketing and promotions information, technical and support information, and information on updates or changes. By using the App, you consent to such communications. Please note that we may cease to operate and support the Website, the App, or Service. To see ACE®'s Privacy Policy you may visit [ACERail.com/privacy-and-security-policy](https://www.acerail.com/privacy-and-security-policy).

Mobile Ticketing

The security of your mobile device is your responsibility. If your mobile device is lost or stolen, you can transfer any ACE® Rail Mobile Ticket that has been purchased by logging into the App from another mobile device. By purchasing an ACE® Rail Mobile Ticket, you agree to activate the ticket prior to boarding the vehicle, cooperate fully with the train conductor, operator, or ticket inspector, and display your mobile phone and any of the ticket details for inspection. Your ACE® Rail Mobile Ticket must be displayed clearly on your mobile device screen when requested by the train conductor or ticket inspector. If the ACE® Rail Mobile Ticket has been damaged, altered, or is illegible in any way, the ACE® Rail Mobile Ticket is invalid and a new one must be purchased. If this occurs at no fault of the User, you may seek a refund/replacement for the unused ACE® Rail Mobile Ticket. By purchasing an ACE® Rail Mobile Ticket, you agree to cooperate fully with the train conductor or ticket inspector and to display your mobile device with the ACE® Rail Mobile Ticket details when requested. It is your responsibility to ensure that the mobile device is in adequate condition and sufficiently charged to display the ACE® Rail Mobile Ticket whenever requested by ACE® or fare enforcement personnel for the duration of your trip.

All tickets purchased using the App conform to ACE®'s fare policies and business rules. For further details, visit [ACERail.com/tickets](https://www.ACERail.com/tickets).

ACE® Rail Mobile Tickets Expiration and Inactivity

Each ACE® Rail Mobile Ticket contains a date by which it will expire. Once an ACE® Rail Mobile Ticket expires, it is no longer valid and cannot be used as valid fare media. The expiration date for each varies and is displayed on the original ACE® Rail Mobile Ticket.

ACE® Rail Mobile Tickets Loss and Damage

The User shall take all reasonable care of the ACE® Rail Mobile Ticket to prevent it from damage, derailment, destruction, or loss of any kind; alter or interfere with the graphic or ticket data of the ACE® Rail Mobile Ticket and shall take all reasonable measures and care to ensure that the graphic and ticket data are not interfered or tampered with. The User holds the ACE® Rail Mobile Ticket at his/her own risk. If the ACE® Rail Mobile Ticket malfunctions due to no fault of the User, they may contact ACE® to investigate the issue at ticketing@sjrrc.com or by calling 1-800-411-RAIL (7245).

Release and Indemnity

The User hereby releases ACE® and the San Joaquin Regional Rail Commission (“SJRRRC”) their respective officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the ACE® Rail Mobile Ticket to the User. Neither ACE® or SJRRRC, or their respective officers, employees, and agents will have any obligation or liability with respect to the user use or the performance of the ACE® Rail Mobile Ticket. The user’s sole and exclusive recourse from ACE® will be replacement of any defective ACE® Rail Mobile Ticket. The User agrees to indemnify, defend, protect, and hold ACE® and SJRRRC and their respective officers, employees, and agents harmless, and their respective officers, employees, and agents from all liability for any loss, damage, or injury to persons or property arising from or related to the ACE® Rail Mobile Ticket.

App Usage

By agreeing to these Terms, you may:

- download or stream a copy of the App onto your mobile device and view, use and display the App and the Service on such devices for personal purposes only. Compatible devices include Apple iOS and Android; and
- use the website on a supported browser. Compatible browsers include Internet Explorer, Chrome and Firefox.

App Registration

The registered User has the right to use the App and the Service as set out above. The App and the Service are non-transferable. If you sell any device on which the App is installed, the User shall remove the App from the device prior to sale.

App Updates and Service Changes

From time to time, we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system and/or address security issues. We may issue updates to the App, in which case you may not be able to continue using the version of the App installed on your mobile device without downloading the relevant update. If we issue an update of the App without disabling our earlier version installed on your device, we recommend that you download and install all updates issued. We cannot accept any liability for errors which become apparent in old versions of the App. We may suspend access to ACE® Rail Mobile

Ticket purchases through the App at any time and without notice. We may do this for any reason but will usually only do so when carrying out maintenance on the App or the systems that support it.

App Services and Terms and Rights

We may end your rights to use the Website, the App or any of the Services at any time by contacting you if you have violated these Terms. If we end your rights to use the Website, the App, and Services, you shall:

- stop all activities authorized by these Terms, including use of the Website, the App or any of the Service; and
- delete or remove the Website and the App from all devices in your possession and immediately destroy all copies of the App.

Term Changes

We reserve the right to change these Terms at any time. If we do, we will publish the new version in the App. Each new version will take effect from the time it is first published on the App, prospectively. Any changes will not affect the Terms accepted by you when making a purchase through this App. If you use the App, we will ask you to confirm your acceptance to the updated Terms prior to your ACE® Rail Mobile Ticket purchase. If you do not agree to the updated Terms, you will be unable to purchase an ACE® Rail Mobile Ticket through the App. Your continued use of the App following the posting of changes to the terms of these Terms indicates you agree and accept the changes.

To learn of any changes, ACE® recommends that you periodically review our privacy policy found at [ACErail.com/privacy-and-security-policy](https://www.ace-rail.com/privacy-and-security-policy).

Payment

The prices quoted on the Website and the App are in U.S. currency. If you choose to pay for your ACE® Rail Mobile Ticket using a foreign credit or debit card, you will be responsible for the applicable exchange rate. Be advised that changes to your ACE® Rail Mobile Ticket or refunds may be affected by such exchange rate.

Fare Payment Transactions

The ACE® Rail Mobile Ticket must be shown on demand to a conductor or fare inspector and may require additional photo ID, as required per the terms of the issued

ACE® Rail Mobile Ticket. Reproduction of an ACE® Rail Mobile Ticket and/or its contents, or possession of a fraudulent ticket is illegal and subject to criminal prosecution (California Penal Code §483). The ACE® Rail Mobile Ticket is non-transferable and must be retained by the User for the duration of the trip.

Cancellations and Refunds

ACE® tickets and passes are non-refundable and non-replaceable. However, refund requests may be considered on a case-by-case basis; refer to the ACE® Fare Program for details. User, may contact ACE® at ticketing@sjrrc.com or by calling 1-800-411-RAIL (7245).

Statistical Data

By using the Website, the App, or any of the Services, you agree that we can collect and use technical information obtained from the Website and the App's associated device software, hardware and peripherals. We may compile statistical information regarding ridership from personal information that is received from the Website, the App, or any of the Services. ACE® may use this statistical information for purposes of improving its products and services, and it may provide this statistical information to our employees, contractors and/or partners. This statistical information cannot be used for personal identification.

Anonymous Technical Data

In addition to collecting personal information that you provide voluntarily, we also may automatically collect and store technical information about your visit to the Website or the App including: (1) the domain names or IP addresses assigned to your computer by your provider when you connect to the Internet; (2) the type of browser software and operating system used to access our site; (3) the date and time you access our site; and (4) the pages you visit on our site. The collection of technical data will not personally identify you, but it may assist us in monitoring the use of our Website and App.

External Website Responsibilities

The Website, the App or any of the Services may contain links to other independent websites which are not provided nor controlled by us and therefore are not subject to these Terms. You are responsible to review privacy policies and the offered services of external sites to determine the associated risks, if any.

Confidentiality of Information

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Website, the App, or any of the Services may be read or intercepted by others, even if there is a special notice that a transmission is encrypted.

It is your responsibility to keep your phone and access to the App and your account on the Website secure. We therefore recommend that you do not remove software restrictions and limitations of the operating system of your phone. Doing so makes your phone vulnerable to malware, viruses and/or malicious programs and compromises your phone's security features and it could cause the App to not work properly. You shall ensure that your device is protected by a suitable PIN/password and/or biometric identification so that if lost/stolen your stored information cannot be accessed or used by others.

We may obtain personal information from you when you submit comments on ACE® service, complete a survey, or subscribe to an email newsletter.

This type of information could include name, address, email address, and telephone number. ACE® will make every reasonable effort to protect your privacy. It restricts access to your personal identifiable information to those employees who will respond to your request. ACE® does not intentionally disclose any personal information about our customers to any third parties except by the consent of the person providing the information or as required by law, including, but not limited to, the California Civil Discovery Act and the California Public Records Act. ACE® only collects personally identifiable information that is required to provide service to the User.

ACE® has implemented several security features throughout the Website and App to prevent unauthorized release or access to personal information. Be advised, that although ACE® has taken steps to create a secure and reliable Website and App, the confidentiality of any communication or material transmitted to or from ACE® via this site or e-mail cannot be guaranteed. When disclosing any personal information, be mindful of potential public access, and consequently used by others in unauthorized ways.

Privacy Policy

The collection, use, and security of information obtained from users is subject to the ACE® Privacy Policy. This policy may be amended from time to time, as deemed

necessary by ACE®. Any changes to the Privacy Policy will be posted on the ACE® website at: [ACERail.com/privacy-and-security-policy](https://www.acerail.com/privacy-and-security-policy).

The User retains the right to review and edit all personal information pertaining to User's account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to: ticketing@sjrrc.com or by calling 1-800-411-RAIL (7245).

Refer to: [ACERail.com/privacy-and-security-policy](https://www.acerail.com/privacy-and-security-policy) for the complete Privacy Policy.

Information Disclosure

Because ACE® is a public agency, information that you provide to us on the Website or the App may be subject to disclosure under the California Public Records Act (CPRA); unless it falls under one of the exceptions contained in the CPRA. ACE® may also be required to disclose User's information pursuant to some another law or court order. ACE® may also disclose personal information to federal, state, or local law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to ACE®'s information technology assets or against other inappropriate use of the ACE® website, App, or other ACE® personal property.

Stored Information and Corrections

By accessing this Website and App, you are consenting to the information collection and use practices described in these Terms. You have the right to know what personal information about you is contained in ACE®'s records. For more information, contact us at: 1-800-411-RAIL (7245) and make a request for your stored information. If you find inaccurate or incomplete information, you may provide us with verified accurate and complete information at ticketing@sjrrc.com or by calling 1-800-411-RAIL (7245).

Cookies

The ACE® Website and App may contain links to other sites. ACE® is not responsible for the privacy practices of such other sites. Users of the ACE® Website should be aware when they leave the ACE® Website they should read the privacy statements of each and every website that collects personally identifiable information. ACE®'s privacy and security policies apply solely to the information collected on the ACE® Website or App.

License Restrictions

By agreeing to these Terms, User shall not:

- rent, lease, sub-license, loan, provide, or otherwise make available, the Website, App, or any of the Services in any form, in whole or in part to any person;
- copy the Website, App or any of the Services, except as part of the normal use of the Website or App or where it is necessary to back-up or operate security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the Website, the App, or any of the Services nor permit the Website, the App, or any of the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Website, the App or any of the Services on devices as permitted in these Terms; and
- disassemble, de-compile, reverse engineer or create derivative works based on the overall or any part of the Website, the App, or the Services nor attempt to do so.

Acceptable Use Restrictions

By agreeing to these Terms, User shall not:

- use the Website, the App, or any of the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously;
- infringe ACE®'s intellectual property rights or those of any third party in relation to your use of the Website, the App, or any of the Services, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the Website, the App, or any of the Services;
- not use the Website, the App, or any of the Services in a way that could damage, disable, overburden, impair, or compromise ACE®'s systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Loss or Damage Suffered

If we fail to comply with these Terms, we are responsible for the loss or damage you suffer that is a direct and foreseeable result of not abiding by these Terms, but we are not responsible for any loss or damage that is not foreseeable or direct. For the

avoidance of doubt, neither ACE® or SJRRC, nor their respective officers, employees, and agents, will be liable for any indirect losses or consequential damages of any kind suffered or incurred by you in connection with either your access to or use of the Website or the content on, or in any way resulting from downloading and/or using (or inability to use) the App or Services.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. The App shall only be used for personal purposes. We shall not be liable for business losses. If you use the Website, the App, or any of the Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. It is your responsibility to protect any content and data used in connection with the App, to protect yourself in case of problems with the Website, the App, or any of the Services. If our provision of the Services or support for the Website or the App or the Services is delayed by an event outside our control.

By using ACE®'s Website and App, the User agrees to indemnify or hold harmless ACE® and SJRRC including their respective officers, employees, and agents, for any occurrence resulting from an act of user's use of the Website or the App. ACE® and SJRRC will take all reasonable precautions to safeguard the confidentiality of User information but are not liable for any injury caused by the disclosure of information, whether caused by security breach, accident, inadvertence, or any other act resulting in disclosure.

Service Transfer

It is our responsibility to inform you in writing if/when we transfer our rights and obligations under these Terms to another organization. If a transfer occurs, it will not affect your rights under these Terms.

Services and Facilities

While using the services and/or facilities of ACE®, the User shall observe, perform, and comply with all applicable terms and conditions, rules, regulations, and codes of conduct. The User shall be subject to ACE®'s Passenger Code of Conduct when riding and using the ACE® system. Refer to: <https://cdn.ACERail.com/wp-content/uploads/ACE®-Passenger-Code-of-Conduct-2024.pdf> for the complete policy.

Applicable Laws

These Terms are governed by laws of the United States and of the State of California. Any dispute between you and ACE® or SJRRC regarding the Website, the App, or any of the Services arising out of or in connection with these Terms may only be heard by a United States District Court or California superior court located in one of the three-counties served by ACE®. Those counties include San Joaquin, Alameda, and Santa Clara.

Failure to Comply

Failure to comply with any portion of these Terms may result in ACE® blocking the use of the ACE® Rail Mobile Ticket App and/or devices by User.

Court Findings

Each of the paragraphs of these Terms operates separately. If any court or relevant authority determines that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Enforcement Agreement

Delay in the enforcement of these Terms, does not waive any legal remedies available to ACE® or SJRRC hereunder.