

# INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

d/b/a IndyGo

## MyKey+ Terms of Service

**Effective Date:** July 1, 2026

These Terms of Service (these “Terms”) are a binding agreement between you—the individual using the Services (“you” or “your”)—and the Indianapolis Public Transportation Corporation, d/b/a IndyGo (“IndyGo,” “we,” “us,” or “our”). These Terms govern your use of the MyKey+ platform, fare media, mobile application, Rider Portal, and related services (collectively, the “Services”).

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, INDEMNIFICATION OBLIGATIONS, A CLASS-ACTION WAIVER, AND A JURY-TRIAL WAIVER. BY ACCESSING OR USING THE SERVICES, CREATING A PERSONAL ACCOUNT, TAPPING OR SCANNING A FARE MEDIUM, OR OTHERWISE USING ANY MYKEY+ FARE MEDIA, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; AND (B) REPRESENT THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO A BINDING AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.**

Your continued use of the Services following any modification to these Terms constitutes your acceptance of the modified Terms.

### 1. Definitions

For purposes of these Terms, the following terms have the meanings set forth below. Capitalized terms used but not defined in this Section have the meanings given elsewhere in these Terms.

“**Additional Terms**” has the meaning set forth in Section 23.6.

“**Anonymous Account**” means a MyKey+ customer service account created by an IndyGo customer service representative on behalf of a customer who does not create a Personal Account.

“**App**” means the MyKey+ mobile application, available for download on iOS and Android devices, through which you may manage your account, add or remove Linked Tokens, load Stored Value, purchase Mobile Passes, and pay transit fares.

“**App Store**” has the meaning set forth in Section 14.2.

“**APRA**” has the meaning set forth in Section 12.2.

**“Balance Protection”** has the meaning set forth in Section 7.1.

**“Customer Code of Conduct”** means IndyGo’s rules of conduct governing the use of IndyGo services and facilities, as posted at IndyGo.net and as may be amended from time to time.

**“Digital Fare Media” or “Digital Fare Medium”** means a Fare Medium provided through the App in the form of a QR code or a Mobile Pass. Digital Fare Media are further described in Section 4.1(a).

**“Fare Card”** means a reloadable, physical MyKey+ fare card issued by IndyGo and used to pay transit fares. A Fare Card may be in various forms of NFC-chip Fare Media as determined by IndyGo, including paper cards, plastic cards, key fobs, and bracelets. All Fare Cards are the property of IndyGo. Each Fare Card is uniquely identified by a serial number and may be personalized with a photo.

**“Fare Inspection Officer”** means a person authorized by IndyGo to perform fare validation inspections on board IndyGo buses and at IndyGo bus stops or stations.

**“Fare Media” or “Fare Medium”** means the instrument used to validate fare payment, including any physical Fare Card obtained from IndyGo or any Digital Fare Medium provided through the App.

**“Fare Medium Validation Device”** means the fare validation device found on board fixed-route IndyGo buses equipped with NFC-chip and QR-code technology.

**“Fare Validation”** means the process by which you acquire proof of payment needed to use IndyGo’s fixed-route or paratransit services. Fare Validation devices are located on board all fixed-route IndyGo buses equipped with the applicable technology.

**“Feedback”** has the meaning set forth in Section 11.2.

**“IndyGo Access”** means IndyGo’s paratransit service.

**“IndyGo Parties”** has the meaning set forth in Section 15.

**“Julia M. Carson Transit Center” or “Transit Center”** means the Julia M. Carson Transit Center located at 201 E. Washington Street, Indianapolis, IN 46204.

**“Linked Tokens”** means riders can link multiple tokens to a single Personal Account, naming each token to distinguish between them. Each token draws down from the Personal Account’s Stored Value. Fare capping and discounts are applied separately to each token. Each Personal Account can have one mobile barcode token and up to 10 MyKey+ cards linked to it. Tokens can be linked to the Personal Account in the App or Rider Portal.

**“Mobile Pass”** means a digital fare pass or ticket purchased through the App and stored within your account for use on IndyGo services.

**“Non-Personalized Fare Card”** has the meaning set forth in Section 4.1(b).

**“Personal Account”** means a MyKey+ customer service account created by an individual customer. Any Fare Medium linked to a Personal Account is considered registered to the individual named on the account.

**“Personalized Fare Card”** has the meaning set forth in Section 4.1(c).

**“Platform”** means the MyKey+ fare payment and management platform provided to IndyGo riders through the App and Rider Portal to pay fares and manage Stored Value balances.

**“Pre-Paid Ticketing”** means the purchase of future tickets or undesignated fare value within your account, as further described in Section 5.6.

**“Provider”** means Masabi LLC or its successors, the third-party technology provider and licensor of the Platform.

**“Reduced Fare Card”** has the meaning set forth in Section 4.2(a).

**“Registered Fare Medium”** means any Fare Medium associated with a Personal Account. Registered Fare Media are eligible for Balance Protection.

**“Services”** means, collectively, the MyKey+ Platform, the App, the Rider Portal, Fare Media, and all related services, features, and functionality made available by IndyGo to you, as further described in Section 2.1.

**“Service Content”** has the meaning set forth in Section 11.1.

**“Stored Value”** means the monetary balance associated with a Fare Medium or your account that is used to pay transit fares and is deducted each time you validate a Fare Medium to ride an IndyGo bus.

**“Stored Value Account” or “SVA”** means the account-based record maintained by the MyKey+ system reflecting your Stored Value balance.

**“Terms”** has the meaning set forth in the Preamble.

**“Unregistered Fare Medium”** means any Fare Medium that is not associated with a Personal Account. Unregistered Fare Media are not eligible for Balance Protection.

**“Rider Portal”** means the MyKey+ customer service website through which you can manage your Fare Media and Personal Account.

## **2. The Services; License to Use the Platform**

### **2.1 Description of the Services**

The Services comprise IndyGo’s MyKey+ fare payment and Fare Media management platform, an account-based ticketing system that enables you to pay transit fares on IndyGo’s fixed-route . The Services include the App, the Rider Portal, physical Fare Cards, Digital Fare Media, Fare Medium Validation Devices and Machines, card vending machines (where and to the extent

IndyGo makes them available), and such other features and functionality as IndyGo may offer from time to time.

## **2.2 License Grant**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services solely for personal, non-commercial purposes, including to download, install, and use the App on your personal mobile device, and to access and use the Rider Portal and Platform, solely as necessary for such personal, non-commercial use in connection with purchasing and using Fare Media and accessing transit information. You are granted no ownership interest in the App, the Platform, any other aspect of the Services, any Fare Card, any Service Content, or any Intellectual Property Rights embodied therein.

## **2.3 Prohibited Uses**

You shall not, and shall not permit any third party to, directly or indirectly:

- (a) copy, modify, or create derivative works of the Services or any associated content;
- (b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services, except to the extent expressly required to be permitted by applicable law;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality thereof, to any third party;
- (d) remove, disable, circumvent, or otherwise create a workaround to any security features, copy protection, or digital rights management technology in the Services;
- (e) use the Services for any purpose other than your personal use of IndyGo transit services;
- (f) reproduce, republish, upload, post, transmit, or distribute any content from the Services without our prior written permission; or
- (g) use the Services in any manner that violates applicable law or these Terms.

## **3. Accounts, Eligibility, and Registration**

### **3.1 Account Types**

The MyKey+ system supports Personal Accounts and Anonymous Accounts. A Personal Account provides you with full access to Services features, including Balance Protection.

## 3.2 Registration

To create a Personal Account, you must provide a valid email address. To register a Fare Card to your Personal Account through the App or Rider Portal, you will be required to enter the Fare Card ID and Security Code printed on the back of the card.

## 3.3 Personal Account Security

You are responsible for maintaining the confidentiality and security of your account credentials, including any username and password. You must immediately notify IndyGo's Customer Service Department if you become aware of any unauthorized use of your account or any breach of security. You are responsible for all activity that occurs under your account, whether or not authorized by you.

## 4. Fare Media

### 4.1 Types of Fare Media

**(a) Digital Fare Media.** The App can be used as a Digital Fare Medium by any individual with a Personal Account. Digital Fare Media are always Registered Fare Media because a Personal Account is required to use the App. Once registered, you may use the QR code or Mobile Pass provided within the App to validate fare payment.

**(b) Non-Personalized Fare Card.** A Non-Personalized Fare Card is a Fare Card that does not identify you by name or photo on the face of the card. Non-Personalized Fare Cards may be either Unregistered or Registered Fare Media.

**(c) Personalized Fare Card.** A Personalized Fare Card is a Fare Card that identifies the assigned individual by name and/or photo on the face of the card. Personalized Fare Cards are non-transferable. A digital equivalent may also be available in the App.

### 4.2 Special Fare Media Programs

- a) **Reduced Fare Card.** Reduced Fare Cards are Personalized Fare Cards issued by IndyGo to individuals who have applied and been deemed eligible for fare discounts, including persons with disabilities, IndyGo Access clients, youth (under age 19), seniors age 65 and older, individuals with a government-issued Medicare card, and veterans. Proof of eligibility must be provided at the time that a Reduced Fare or IndyGo Access application is submitted to IndyGo's Customer Service Department in accordance with IndyGo's application process. Recipients of Reduced Fare Cards are balance limited to one Fare Card per person. If a Reduced Fare Card is lost or stolen, a replacement may be issued upon payment of the Card Replacement Fee. Issuance of a replacement Reduced Fare Card will immediately deactivate the lost or stolen card. **REDUCED FARE CARDS THAT IDENTIFY AN EXPIRATION DATE WILL REVERT TO FULL-FARE CARDS IF NOT RENEWED PRIOR TO EXPIRATION.**

- b) **Fare-Free Programs.** IndyGo offers Fare-Free transit to eligible individuals. Fare-free eligibility categories include IndyGo employees and their immediate family members, IndyGo Board members, select IndyGo contractors, retirees, and children age 5 and under accompanied by a paying adult. Proof of eligibility must be provided at the time of application in accordance with IndyGo's application process. IndyGo may add or remove fare-free eligible categories in its sole discretion.

### **4.3 Balance Protection**

- a) An Unregistered Fare Medium can be registered at any time by associating it with a valid Personal Account through the App, the Rider Portal, or at the Transit Center customer service desk. You must register your Fare Medium to be eligible for Balance Protection.
- b) You are responsible for the protection of your Fare Media. We are not liable for any losses resulting from the loss of an Unregistered Fare Medium, including the loss of any Stored Value held on or associated with an Unregistered Fare Medium.

### **4.4 Fare Media Acquisition**

Fare Cards may be obtained from IndyGo via the Transit Center customer service desk. The App can be downloaded free of charge from the Apple App Store or Google Play Store. You must create a Personal Account to use the App.

## **5. Stored Value, Payments, and Loading**

### **5.1 Loading Stored Value**

You may purchase and load Stored Value onto a Fare Medium or your account via the App, the Rider Portal, the Transit Center customer service desk, by calling IndyGo's Customer Service Department, and at participating retail and partner locations.

### **5.2 Payment Methods**

Accepted payment methods for loading Stored Value include cash (at the Transit Center and at participating retail locations) and credit or debit card (at the Transit Center, by phone, via the Rider Portal, via the App, and at participating retail locations). Open-payment media (contactless credit/debit cards and mobile wallets such as Apple Pay and Google Pay) will be accepted once implemented.

### **5.3 Transaction Minimums**

For cash transactions, there is no minimum transaction amount when adding Stored Value. For credit or debit card transactions, a minimum transaction amount may apply as set forth on the App and the Rider Portal, which IndyGo may modify at any time without notice.

## **5.4 Stored Value Transfers**

Stored Value can be transferred between Fare Media registered to your Personal Account. Transfers can be made using the App, the Rider Portal, at the Transit Center customer service desk, or by calling IndyGo's Customer Service Department.

## **5.5 Balance Verification**

The balance of any Account can be verified through the App or Rider Portal, which shall serve as conclusive evidence of the Stored Value available on such Account.

## **5.6 Pre-Paid Ticketing**

You may use the Services to purchase future tickets or load undesignated fare value within your account ("**Pre-Paid Ticketing**"). All funds used to purchase Pre-Paid Ticketing are the sole property of IndyGo. Any Pre-Paid Ticketing funds that remain undesignated for five (5) years from the date of purchase are forfeited.

## **5.7 No Refunds; All Sales Final**

**ALL SALES ARE FINAL. NO REFUNDS WILL BE PROVIDED FOR STORED VALUE, PRE-PAID TICKETING FUNDS, FARE MEDIA, OR MOBILE PASSES. FARE CARDS, PASSES, AND PRE-PAID FUNDS CANNOT BE CHANGED, CANCELLED, OR REFUNDED. STORED VALUE IS NON-REFUNDABLE AND USABLE ONLY TO PAY FOR TRANSIT SERVICES. FARE CARDS AND PASSES ARE NON-TRANSFERABLE AND NON-RESELLABLE.**

We are under no obligation to change, cancel, replace, or refund any Fare Media, Stored Value, or other ticket, pass, or pre-paid funds where we have reason to believe that the circumstances prompting the request involve illegal motive or fraud.

## **5.8 Fare Pricing**

To use the Services to ride on IndyGo transit, you must pay the fare price as set forth on the Fares and Passes page on IndyGo's website, which may be modified by IndyGo at any time.

# **6. Fare Structure, Fare Capping, and Fare Validation**

## **6.1 Fare Capping**

The MyKey+ system implements IndyGo's fare capping policy. Fare capping defines a maximum amount that can be charged for fares over a given time period. Once the maximum fare payment amount is reached, you are still required to validate your Fare Medium, but you will not be charged additional fares for IndyGo transit taken during the applicable capping period.

- a) **Daily Fare Cap.** The daily fare cap period begins at 4:00 a.m. and ends before 4:00 a.m. the following day. The daily fare cap applies to all Fare Media. For current daily cap amounts, see the Fares and Passes page.
- b) **Weekly Fare Cap.** Weekly fare capping is based on the best value over a seven day period. Weekly fare capping applies to all Fare Media. For current weekly cap amounts, see the Fares and Passes page.
- c) **Per-Medium Application.** Fare capping is applied to each Fare Medium individually. To benefit from fare capping, you must use a single Fare Medium throughout the applicable capping period. You accept all responsibility for any increased fare charges resulting from your use of multiple Fare Media during a single capping period.
- d) **Changes.** All details regarding fare capping are subject to change at the sole discretion of IndyGo and shall be as provided on the Fares and Passes page.

## 6.2 Fare Validation

Fare Media are validated by tapping a Fare Card or scanning a Digital Fare Medium at a Fare Medium Validation Device . You are responsible for validating your Fare Medium each time you board an IndyGo bus.

- a) **Local and BRT Service.** For BRT service, you must tap or scan your Fare Medium at any of the on-board Fare Medium Validation Devices when boarding. If accepted, you may remain on the bus. If rejected, you must add value and re-validate. You must retain your Fare Medium as proof of fare payment for the duration of your trip.
- b) **Tap or Scan Carefully.** Tap or scan only the Fare Medium you intend to use. We are not responsible if a fare is charged to a Fare Medium you did not intend to validate.

## 6.3 Free Transfers

A two-hour free transfer is provided on local and BRT service. Free transfers are processed automatically by the MyKey+ system for all Fare Media. The two-hour transfer window begins when a fare is deducted from your Fare Medium. During this window, you have unlimited transfers between any local or BRT service. To complete a transfer, you must re-validate your Fare Medium each time you board a bus.

## 6.4 Fare Changes

IndyGo reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue any fare, including promotional, discounted, or category-specific fares, at any time and without prior notice. All fares are subject to such terms, conditions, limitations, and eligibility requirements as IndyGo may establish or revise from time to time. No fare, discount, or promotional offer creates any vested right or entitlement on your part, and IndyGo shall have no liability arising from any fare modification, suspension, or discontinuance.

## 6.5 Fraud and Misuse

Unauthorized use of the Services, including any form of fraud, misuse, or attempt to bypass security controls such as anti-passback functionality, or the reuse, sharing, duplication, or fraudulent use of any ticket, pass, or other credential, is strictly prohibited and may result in denial of access, suspension or termination of the ticket, pass, or account, and any other remedies available under applicable law.

Reproduction of a Fare Card or its contents, or possession of a fraudulent Fare Card, is illegal and subject to criminal prosecution pursuant to Indiana Code §35-43-5, et seq.

## 7. Lost, Stolen, or Damaged Fare Media

### 7.1 Balance Protection

- a) **“Balance Protection”** allows you to suspend the use of a Fare Card registered to your Personal Account, thereby freezing the balance of the Fare Medium. To invoke Balance Protection, you must report the Fare Card as lost or stolen via the App, the Rider Portal, or by contacting IndyGo’s Customer Service Department. Suspending your card does not affect your account balance, which will remain in your Personal Account. To continue accessing your funds, request a new physical Fare Card, which will be registered to your Personal Account when issued. You can resume spending from your Personal Account once the replacement Fare Card has been issued. The original Fare Card can also be reactivated if located by contacting IndyGo’s Customer Service Department.
- b) Balance Protection applies only to Registered Fare Media. Balance Protection covers only the Stored Value balance available at the time the Fare Card is reported as lost or stolen. For Unregistered Fare Media and for value or passes not tied to a Personal Account, IndyGo will not replace or refund lost or stolen value.
- c) For Digital Fare Media, the security of your mobile device and any passes stored thereon is your sole responsibility. If your Mobile Pass or phone is lost or stolen, IndyGo will not provide a duplicate or replacement Mobile Pass.

### 7.2 Your Responsibilities

- a) You shall exercise reasonable care to protect all Fare Media in your possession or control from damage, defacement, destruction, theft, loss, unauthorized use, or—in the case of Digital Fare Media—loss of battery power or device functionality. We have no liability for any loss, damage, or inability to use Fare Media resulting from your failure to comply with this Section.
- b) You shall not alter, modify, tamper with, reverse-engineer, or otherwise interfere with any Fare Media, including the graphic elements, embedded data, software, or security features of any Fare Card or Digital Fare Medium. Any violation of this Section may

result in immediate suspension or termination of your account, forfeiture of Stored Value or benefits, and such other remedies as may be available to IndyGo at law or in equity.

### **7.3 Damaged or Defective Cards**

If you have a damaged or defective Fare Card, you may visit the Transit Center customer service desk or call IndyGo's Customer Service Department for issuance of a replacement. If the Fare Card is found to be defective, it will be replaced at no cost, provided the defect was not caused by your misuse or improper handling. If the Fare Card is deemed defective due to your misuse or improper handling (in IndyGo's sole discretion), replacement may be subject to payment of the Card Replacement Fee.

### **7.4 Lost or Stolen Registered Fare Cards**

- a) You should immediately report any lost or stolen registered Fare Card. : A government-issued identification matching the name and address on the account. is required for replacement
- b) Upon reporting and providing proof of identity and payment of the Card Replacement Fee, IndyGo's Customer Service Department issue a replacement Fare Card. Only the balance as of the date and time the card was reported will be transferred. You may receive your replacement in-person at the Transit Center customer service desk.
- c) Once reported as lost or stolen, use of the Fare Card and its Stored Value will cease immediately. If a Fare Card is found after being reported, it can be reactivated by contacting IndyGo's Customer Service Department.
- d) You are responsible for all transactions that occur between the time a Fare Card is lost or stolen and the time it is reported to IndyGo. We will not reimburse any Stored Value deducted prior to your report.

### **7.5 Digital Fare Media**

Your Digital Fare Medium must be displayed clearly on your phone screen when requested by a Fare Inspection Officer, bus operator, or other authorized personnel. The Digital Fare Medium must be retained during your entire trip. If a Digital Fare Medium is damaged or unreadable for any reason, it is invalid. If you delete the App, your Digital Fare Media will also be deleted; however, if you reinstall the App on the same device, your Digital Fare Media may be re-downloaded. You cannot print or transfer Digital Fare Media.

## **8. Balance Adjustments**

Any request for a Fare Medium balance adjustment due to improperly-functioning MyKey+ equipment must be received by IndyGo's Customer Service Department within four (4) calendar

days from the alleged event. Requests received more than four (4) calendar days after the event will not be considered.

## **9. Fare Inspection and Enforcement**

**9.1.** All Fare Media must be validated at the time of use regardless of fare type (full-fare, half-fare, or fare-free).

**9.2.** You must retain your Fare Medium for the duration of your trip, from boarding through alighting.

**9.3.** You must present your Fare Medium upon request by any Fare Inspection Officer to verify proof of Fare Validation.

**9.4.** You are responsible for any malfunction of your Fare Medium that may occur while using IndyGo services, including battery loss on Digital Fare Media, a broken or malfunctioning mobile device that cannot display proof of payment, or physical damage to a Fare Card.

**9.5.** Anyone deemed not to have proof of fare payment must, if asked by a Fare Inspection Officer, exit the bus at the next regularly scheduled stop.

**9.6.** Failure to provide proof of validation to a Fare Inspection Officer, including failure due to any technical issues with a mobile device, may result in removal from the bus and/or issuance of a written warning or citation fee.

**9.7.** Fraudulent use of any Fare Media may result in suspension or revocation of your privileges and other remedies available to IndyGo under applicable law. Fraudulent use includes, without limitation, use of another person's Registered Fare Medium (such as a Reduced Fare Card) or use of a Fare Medium that is not an IndyGo-approved Fare Medium.

## **10. Intellectual Property; Trademarks; Feedback**

### **10.1 Ownership**

Our Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services and all Intellectual Property Rights to the same, including, without limitation, all copyrights, trademarks, service marks, trade names, and trade dress that may appear in our Services are owned by us, Provider, our other licensors, our affiliates, and/or identified third parties (collectively, the "**Service Content**"). Except for the limited use rights granted to you in these Terms of Service, you shall not acquire any right, title, or interest in our Services or any Service Content. Any rights not expressly granted in these Terms of Service are expressly reserved.

## **10.2 Feedback**

If you provide us with any comments, suggestions, ideas, or other feedback regarding the Services (“Feedback”), you hereby assign to IndyGo all right, title, and interest in such Feedback. We may use Feedback for any purpose without attribution, compensation, or obligation to you.

## **11. Privacy and Public Records**

### **11.1 Privacy Policy**

The collection, use, and security of Personal Information obtained from you through the Services is subject to IndyGo’s Privacy Policy, as amended from time to time, which is incorporated into these Terms by reference. IndyGo’s privacy policy can be accessed here: <https://www.indygo.net/privacy-policy/>

### **11.2 Public Records**

As a public municipal corporation organized under the laws of the State of Indiana, IndyGo is subject to the Indiana Access to Public Records Act (“APRA”), Ind. Code § 5-14-3. Under APRA, IndyGo is required to make available for inspection and copying any public record that is not confidential or otherwise exempt from disclosure under applicable State or Federal law. Information submitted to IndyGo in connection with the Services may be considered a public record and may be subject to disclosure in response to an APRA request. IndyGo will not disclose information that is confidential or exempt under APRA or other applicable law.

## **12. Termination; Suspension**

**12.1.** We reserve the right in our sole discretion and at any time to terminate or suspend your Personal Account and/or block your use of our Services and any Fare Media for any reason including, without limitation, if you have failed to comply with the letter and spirit of these Terms of Service. You agree that we are not liable to you or any third party for any termination or suspension of your Personal Account or for blocking your use of our Services.

**12.2.** Any suspension or termination shall not affect your obligations to us under these Terms of Service. The provisions of these Terms of Service that, by their nature, should survive the suspension or termination of your Personal Account or these Terms of Service shall survive, including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and all of the provisions under Section 23 “Miscellaneous.”

**12.3.** A suspension may be removed by contacting IndyGo’s Customer Service Department if conditions for removal have been met, as determined in IndyGo’s sole discretion. All IndyGo’s decisions regarding requests for suspension removal are final.

## 13. Third-Party Services, App Stores, and Data Charges

**13.1.** IN CERTAIN INSTANCES, YOUR USE OF THE APP, RIDER PORTAL OR OTHER SERVICES MAY BE SUBJECT TO YOUR AGREEMENT TO CERTAIN THIRD-PARTY PRIVACY OR OTHER TERMS. IN SUCH INSTANCES, WE WILL PROVIDE YOU NOTICE OF THIS IN THE PRIVACY POLICY OR OTHER APPLICABLE TERMS POSTED IN THE SERVICE. BY USING THE APPLICABLE SERVICE, YOU AGREE TO ALL SUCH THIRD-PARTY TERMS.

**13.2. App Store.** You acknowledge and agree availability of our App and related Services depend on the third-party from whom you received the App license, e.g., the Apple iTunes, Google Play, or other App stores (“**App Store**”). You acknowledge that these Terms of Service are between you and IndyGo and not with the App Store. IndyGo, not the App Store, is solely responsible for its Services, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). In order to use our App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the applicable App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using our Services, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms of Use and will have the right to enforce them.

**13.3.** Use of Digital Fare Medium creates a contract between you and IndyGo for the provision of transport services. The Provider is not responsible for, and shall have no liability to you in connection with, the underlying transport services, their availability, or their performance.

**13.4.** Our Services may link or contain links to other services maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third party or their website.

## 14. Indemnification

You agree to defend, indemnify and hold harmless IndyGo, Provider, and their respective officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies (collectively, the “**IndyGo Parties**”) from and against any and all claims, liabilities, losses, damages, obligations, costs, and expenses (including reasonable attorney’s fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of our Services; (ii) any actual or alleged violation or breach by you of these Terms of Use; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

## **15. Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE PARTIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (I) WARRANTIES THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS; (II) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATION CONTENT OF OUR SERVICES OR SERVICE CONTENT; (III) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (IV) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH, ADVERTISED OR ACCESSED THROUGH OUR SERVICES; (V) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES; (VI) WARRANTIES THAT YOUR USE OF OUR SERVICES WILL BE SURE OR UNINTERRUPTED; AND (VII) WARRANTIES THAT ERRORS IN OUR SERVICES OR SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED.

## **16. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL ANY OF THE INDYGO PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH OUR SERVICES OR THESE TERMS OF SERVICE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES INCLUDING, WITHOUT LIMITATION, SERVICE CONTENT, IS TO STOP USING OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS RECEIVED OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF ALL THE INDYGO PARTIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY US DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, OR RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF OUR SERVICES OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

These limitations shall apply to the fullest extent permitted by law. In some jurisdictions limitations of liability are not permitted; in such jurisdictions, some of the foregoing limitations may not apply to you.

## **17. Modifications**

### **17.1 Modification of These Terms**

We reserve the right, in our sole discretion and at any time, to modify these Terms. Modifications will be effective immediately upon posting on the App or the Rider Portal. It is your responsibility to review these Terms periodically for changes. Your continued access to or use of the Services following any modification constitutes your acceptance of the modified Terms. If you do not agree to any modification, your sole remedy is to discontinue use of the Services.

### **17.2 Modification of the Services**

We reserve the right, in our sole discretion, to modify, enhance, suspend, or discontinue all or any portion of the Services at any time, whether temporarily or permanently, and without prior notice. We will not be liable for any modification, suspension, or discontinuation of the Services.

### **17.3 App Updates**

We may issue updates, upgrades, patches, or new versions of the App at any time, with or without notice to you. Updates may add, change, or remove features or functionality and may be required for continued access to or use of the Services. You are responsible for maintaining a compatible mobile device and a supported operating system, and you may need to download and install the latest version to continue using the Services. We may, in our sole discretion, cease to support, disable, or limit the functionality of any outdated version of the App at any time. To the fullest extent permitted by law, we are not liable for any damages, loss of access, loss of data, or other consequences arising out of or relating to any update, your failure to install an update, your continued use of an outdated version of the App, or any resulting incompatibility or unavailability of the Services. We do not warrant that any update will be error-free. We recommend that you install all updates promptly when issued. This Section is in addition to, and does not limit, any of our other rights set forth under this Section 18 or this Agreement.

## **18. Governing Law; Forum; Waivers**

### **18.1 Governing Law**

These Terms are governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction.

## **18.2 Exclusive Jurisdiction**

Any legal suit, action, or proceeding arising out of or related to these Terms or the Services will be instituted exclusively in the federal courts of the United States located in the City of Indianapolis and County of Marion, Indiana, or, if such federal court lacks subject-matter jurisdiction, in the courts of the State of Indiana located in the City of Indianapolis and County of Marion. You irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waive any objection based on improper venue or inconvenient forum.

## **18.3 Class-Action Waiver**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, IN ANY LAWSUIT OR OTHER PROCEEDING.**

## **18.4 Jury-Trial Waiver**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND INDYGO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES.**

## **19. Governmental Status and Immunities**

IndyGo is a municipal corporation organized under the laws of the State of Indiana. Nothing in these Terms shall be construed as a waiver of any governmental immunities, defenses, or limitations of liability available to IndyGo under the Indiana Tort Claims Act (Indiana Code §34-13-3 et seq.) or any other applicable law. IndyGo expressly reserves all rights, privileges, and immunities available to it as a governmental entity under Indiana law.

## **20. Force Majeure**

IndyGo shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, pandemics, government actions, power failures, communications failures, equipment failures, or any other cause beyond IndyGo's reasonable control. IndyGo shall use reasonable efforts to resume performance as soon as practicable after the event giving rise to the delay is resolved.

## **21. Communications and Notices**

### **21.1 Consent to Electronic Communications**

By using the Services, you consent to receiving electronic communications from us, including notices, agreements, disclosures, and other communications delivered via email, the App, or the Rider Portal. You agree that such electronic communications satisfy any legal requirement that communications be in writing.

### **21.2 Notices to IndyGo**

All questions, notifications, and communications can be directed to the IndyGo Customer Service Department:

**Phone:** 317-635-3344 ext. 711

**Care Center:**

201 E. Washington St.

Indianapolis, IN 46204

## **22. Miscellaneous**

### **22.1 Entire Agreement**

These Terms, together with the Privacy Policy, any Additional Terms (as defined below), and any terms incorporated by reference herein constitute the entire agreement between you and IndyGo with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. For the avoidance of doubt, these Terms do not supersede any other IndyGo terms, policies, or agreements applicable to you that address subject matter outside the scope of the MyKey+ system and the prior MyKey system it replaces.

### **22.2 Assignment**

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without our prior written consent. IndyGo may freely assign, transfer, or delegate its rights and obligations under these Terms without restriction, including in connection with any merger, acquisition, reorganization, or transfer of assets. Any purported assignment by you in violation of this Section is void.

### **22.3 Waiver**

No waiver by IndyGo of any provision of these Terms shall be effective unless in writing. No failure or delay by IndyGo in exercising any right, remedy, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right.

### **22.4 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

### **22.5 Headings**

Section headings are for convenience of reference only and do not affect the interpretation of these Terms.

### **22.6 Modification and Additional Terms**

We reserve the right to modify or update these Terms at any time in our sole discretion. Any such changes will become effective upon posting of the revised Terms (or as otherwise stated therein). Your continued use of the Services following the effective date of any such changes constitutes acceptance of the modified Terms. We may also provide additional terms that govern your use of specific features or aspects of the Services (“Additional Terms”), which are incorporated by reference into these Terms. In the event of any conflict between these Terms and the Additional Terms, the Additional Terms will control with respect to the applicable feature or Service.

### **22.7 Survival**

The following sections, and any sections which by their nature should survive, shall survive any termination or expiration of these Terms: Sections 1 (Definitions), 5.6 (Pre-Paid Ticketing), 5.7 (No Refunds; All Sales Final), 10 (Intellectual Property; Trademarks; Feedback), 11 (Privacy and Public Records), 12 (Termination; Suspension), 14 (Indemnification), 15 (Disclaimer of Warranties), 16 (Limitation of Liability), 18 (Governing Law; Forum; Waivers), 19 (Governmental Status and Immunities), and 22 (Miscellaneous).

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