

**Seller:**

METROLINX  
20 Bay Street, Suite 600  
Toronto, Ontario M5J 2W3  
Canada

**Buyer:**

Company Name:  
Contact Name:  
Email:  
Phone:  
Alternate Phone:

**Invoice Details:**

Name on Invoice:  
Department:  
Contact Email:  
Contact Phone:  
Contact Address (Line1):  
Contact Address (Line 2):  
Province:  
City:  
Postal Code:  
Billing Instructions: (EFT/E-transfer/Cheque):

**Shipment Delivery Details:**

Delivery Contact Name:  
Alternate Contact Name:  
Contact Email:  
Contact Phone:  
Alternate Phone:  
Contact Address (Line1):  
Contact Address (Line 2):  
Province:  
City:  
Postal Code:  
Country:  
Delivery Instructions:



**METROLINX is requesting all customers send payments via electronic funds transfer (EFT)**

**Payment Method: EFT**

- \* Contact METROLINX for banking details at: [Bulk\\_Payments@metrolinx.com](mailto:Bulk_Payments@metrolinx.com)
- \* Please send an email with invoice payment details after EFT completion, in the email subject line please include "EFT", PRESTO Bulk LUMS and Sales Order ID (e.g. "EFT PRESTO Bulk LUMS 12345")

**Payment Method: E-Transfer**

- \* Please send all e-transfers to: [Bulk\\_Payments@metrolinx.com](mailto:Bulk_Payments@metrolinx.com)
- \* Please include Sales Order ID. in the message/comment section

**Payment Method: Cheque**

- \* Make all cheques payable to METROLINX.  
Metrolinx  
20 Bay Street, Suite 600  
Toronto, Ontario M5J2W3  
Canada
- \* Please quote PRESTO Bulk LUMS and Sales Order ID on remittance
- \* Send to the attention of Accounts Receivable

### Terms & Conditions

1. **Order Acceptance:** Bulk Sales Orders will be accepted by PRESTO for fulfilment designated from organization representatives. Product delivery will be withheld until receipt of payment.
  - Voice Channels: Will be accepted by named designated recipients.
  - Email: Will be accepted from named email origination points with a valid purchase order
  - Online: Will be accepted from recognized credentials which have been issued to designated organizations representatives.
2. **Payment Terms:** Payment will be accepted using EFT, e-Transfers or cheque with the method identified at time of account creation. Desired payment method will be retained by preference on an ongoing basis. Product delivery will be withheld until receipt of payment.
3. **PRESTO Ticket Minimum Order Size:** PRESTO will accept orders in increments of 100 PRESTO Tickets per product type with a minimum order of 100 PRESTO Ticket
4. **Resale:** Products made available via PRESTO bulk sales are for distribution only. Resale is prohibited.
5. **Defective Media:** Defective media will be exchanged for valid media by PRESTO.
6. **PRESTO Ticket Expiration:** All PRESTO Ticket media shipped to the customer contains an expiration date. The customer is responsible for monitoring and managing unused PRESTO Ticket media with the view of using prior to expiration. PRESTO will ensure any media shipped to the customer has a minimum expiration of 24 months from date of delivery.
7. **Returns for Refund:** With the exception of defective media there will be no refunds on PRESTO tickets.
8. **Termination:** Either party may terminate this agreement at any time with 7 days' written notice. Metrolinx shall have the right to terminate this agreement at any time without notice should the Customer fail to comply with any of the terms herein. PRESTO will not be responsible for refunding any remaining media in the customers possession unless as covered in the "Returns for Refund" section above.
9. **Discounts:** Any purchase discounts will be offered at the discretion of the TTC and will be subject to their approval
10. **Records Accuracy:** The partner is responsible to ensure information with respect to updates to authorized purchasers, delivery addresses, payment contact information is communicated in a timely manner.
11. **Purchase Maximums:** Situations may arise in which proves necessary to apply purchase maximums owing to limited inventory.
12. **Delivery:** Orders are delivered only to locations accessible by standard courier services. PRESTO will undertake to ensure delivery of any physical media within 24 hours of payment receipt to the specified delivery address. In cases sufficient lead time exists, the client can designate a specific delivery date. Upon receipt by client, Metrolinx assumes no liability for losses sustained by the customer.

**13. Shipping & Handling Fee** - All orders are subject to a standard Shipping & Handling fee of \$20. This fee is subject to change. This fee may be subject to change with updates to the Terms and Conditions.

**14. Order Pick Up** - PRESTO does not support physical order pick up.

**15.** You cannot use, display, or otherwise reproduce any of the Toronto Transit Commission ("TTC") trademarks, logos, or insignias (collectively, the "TTC Marks") for any purpose whatsoever without the prior written permission of TTC, in its sole discretion. At all times, title to and ownership of the TTC Marks will remain with TTC.

#### **16. Use of Metrolinx Marks**

You cannot use any of Metrolinx trademarks or logos (collectively, the "Metrolinx Marks") without our prior written permission authorizing each specific use, which we may provide in our sole discretion. Such use, if allowed, will be solely during your participation in the Program solely to communicate to your Eligible Commuters your participation in the Program. You shall not use the Metrolinx Marks in any form of publicity or promotion, whether as a press release, a brochure, a verbal announcement, an advertisement, or any similar activity without Metrolinx's prior written consent, which may be withheld in our sole discretion.

If we allow use, that will include a grant of a limited, non-exclusive, royalty-free, revocable right and license in Ontario to use the Metrolinx Marks. In your use of the Metrolinx Marks, you will (i) at all times comply with the trademark usage policies we provide, and (ii) promptly implement any changes which we may require respecting your display and usage of the Metrolinx Marks upon receipt of written notification from us. Metrolinx, or our authorized agents, will have the right to inspect your use of the Metrolinx Marks to determine compliance with our requirements.

Metrolinx may terminate that license at any time and for any reason in our sole discretion, including if at any time your use of the Metrolinx Marks does not conform to our requirements. Title to and ownership of the Metrolinx Marks will remain with Metrolinx. You will not form any combination marks with the Metrolinx Marks. You will not take any action inconsistent with Metrolinx's ownership of the Metrolinx Marks, and any benefits accruing from use of the Metrolinx Marks shall automatically vest in Metrolinx.

**17. Confidentiality:** You agree to maintain the confidentiality of the terms and conditions, and all other confidential or proprietary information we may provide to you. All information shall be kept in the strictest confidence and, except as provided in these terms and conditions, not divulged to any other person, other than the directors, officers or employees of your organization who, determined on a reasonable basis, have a need to know it.

**18. Privacy:** Metrolinx's collection and retention of personal information is governed by the terms of the Freedom of Information and Protection of Privacy Act, (Ontario), and other relevant legislation. For more information on our treatment of personal information please see our privacy policy, which is available on the GO Transit website at <https://www.gotransit.com/en/policies>.

**19. Sharing of Sales Information with TTC:** Sales information, including organization, purchase quantity, purchase value and usage will be shared with the TTC

## 20. General

You consent to receive notices or other communications about your participation in the Program electronically at the email address below, or by courier. Any notice to Metrolinx may be sent to the representative named below by email or courier. Notice given by email will be effective on the business day after it was sent. Notice by courier will be effective two (2) business days after it was sent.

Organization:

Representative:

Email:

Phone:

Address:

Metrolinx

Address: 10 Bay Street, 16th Floor | Toronto | Ontario | M5J 2R8

Email: [corporatebooking@metrolinx.com](mailto:corporatebooking@metrolinx.com)

Metrolinx reserves the right to modify or update these Terms at any time, including any discounts and any other rights or obligations you or we may have. We will provide you with written notification of the amended Terms. Any amendment will become effective upon written notice or as otherwise stated in the notice. You are deemed to accept the amendments if you do not notify us to the contrary in writing within ten (10) days of receiving our notice.

These Terms shall be governed by the laws of the Province of Ontario and the applicable laws of Canada, and any disputes arising under or relating to them will be subject to the exclusive jurisdiction of the courts in Ontario.

## 21. Absence of Delivery Recipient:

In the event of an absence during delivery for:

### **Bulk Shipments:**

If the recipient of the scheduled delivery is unable to sign or receive the order, it will be returned to Metrolinx. Once the shipment is returned as a non-deliverable. Metrolinx will reach out to coordinate with the customer for the next available delivery date.

### **Courier Services:**

If no recipient is available at the designated time & location of shipment, the courier will attempt a 2<sup>nd</sup> and 3<sup>rd</sup> delivery, if necessary. Notifications of the delivery attempts will be sent to the customer. Failure of all delivery attempts will result in shipments being returned to Metrolinx until further notice.

## 22. Warranty

In the event of any defective Tickets during the validity period, PRESTO shall replace the Tickets at its expense. The validity period is the time frame period between the expiry date on the Bulk PRESTO Ticket to the current date.

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_.

### **METROLINX**

an agency of the Government of Ontario under the *Metrolinx Act, 2006*  
(**"Metrolinx"**)

-and-

Customer: \_\_\_\_\_

("Customer")

**Electronic Signatures.** Each party agrees that these Terms & Conditions and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on these Terms & Conditions, or such other documents are the re-productions of handwritten signatures of the Designated Signing Authority of the Customer.

On Behalf of Customer:

_____	_____	_____
Signature	Print Name & Title	Date

_____	_____	_____
Witness - Signature	Print Name & Title	Date

**Note: if not a corporation, a witness is required.**

On Behalf of Metrolinx:

_____	_____	_____
Signature	Print Name & Title	Date

**Save a copy of your form. Please send your completed form to the PRESTO Commercial Desk by email or mail:**

Email: [PRESTO\\_Sales@metrolinx.com](mailto:PRESTO_Sales@metrolinx.com)

Mailing Address: Metrolinx 20 Bay Street, Suite 600 Toronto, Ontario M5J2W3 Canada