



# EZ Rider Card Registration Form

## Applicant Information

\_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Mailing Address Street Apt. Number City State Zip Code

\_\_\_\_\_  
 Daytime Phone Evening Phone Email Address

BART may contact me for market research  BART may send me additional BART service or promotional information by:  email  US mail

## Payment Information

Check here if billing and mailing address are the same

\_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Billing Address Street City State Zip Code

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Card Type:  Visa  MasterCard  Discover

By signature below, I authorize the Bay Area Rapid Transit District ("District") to charge my credit card account whenever my EZ Rider card balance drops below the threshold amount (initially \$10.00). My credit card will be charged \$45.00 to replenish the EZ Rider card balance by \$48.00.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Authorization

I have read the information contained on this form and have read the License Agreement and the Privacy Policy (available on [www.bart.gov](http://www.bart.gov) or, if requested, by mail). By signing, I indicate my agreement with the terms and conditions stated on this Application, License Agreement and Privacy Policy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please note:** This card is for use only on the BART System and will not be accepted as payment on any other transit system.

<b>For Office Use Only</b>	Application fee: <input type="checkbox"/> \$5.00 <input type="checkbox"/> waived	CSR: _____	Received date/time: _____	CSR: _____
Application ID#: _____	Card issued date/time: _____	CSR: _____	Processed date/time: _____	CSR: _____
EZ Rider card serial number: _____	Card sent to customer: _____	CSR: _____	Application refunded: _____	CSR: _____





# EZ Rider Card Privacy Policy

This Privacy Policy describes the collection, use and security of the information obtained from users of the EZ Rider card for the efficient and effective operation of the program. This policy is consistent with Federal and State laws governing an individual's rights to privacy.

## Personal Information Collected

The San Francisco Bay Area Rapid Transit District (BART) collects personal information to facilitate enrollment processing, account maintenance and to better serve EZ Rider cardholders. Examples of personal information include customer name, address, telephone number, email address, credit card number and expiration date or other information that personally identifies an EZ Rider card user. BART obtains this personal information from the EZ Rider card application form and other forms submitted to BART.

## How Personal Information is Used

Personal information will only be used by BART for the purpose of administering an EZ Rider card user's account and managing EZ Rider card operations. In the course of administering EZ Rider accounts, BART may disclose personal information to third party service providers for the aforementioned purposes; otherwise, personal information will not be disclosed to third parties, except as required by law or ordered by a court of competent jurisdiction. Information about an EZ Rider card user's

use of the system, which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the EZ Rider card operation.

## Security

BART will take all reasonable steps to safeguard personal information through physical, electronic and procedural means. BART will treat EZ Rider card user information confidentially and require third party service providers to treat it in the same manner.

EZ Rider card users retain the right to review and edit all of their personal information pertaining to their accounts, 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 the EZ Rider card Administration Center. BART may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

## Effective Date

The effective date of this privacy policy is October 1, 2006. If BART makes changes to this privacy policy, BART will post the revised policy on its BART website ([www.bart.gov](http://www.bart.gov)), including the date of any amendments.



# EZ Rider Card License Agreement

Please read this EZ Rider card License Agreement (“Agreement”) carefully. By opening an EZ Rider card account and using the EZ Rider card you agree to the terms and conditions of this EZ Rider card Agreement.

## General:

This Agreement with the San Francisco Bay Area Rapid Transit District (“BART”) allows you to use the EZ Rider card at fare gates within the BART system. This Agreement accompanies and is part of each BART EZ Rider card Application. Your submittal of such an Application constitutes your acknowledgement and consent to the terms of this Agreement. This Agreement is a license only and the EZ Rider card remains the property of BART.

## You Agree to:

- Sign up for the EZ Rider card Autoload Program by providing BART a valid credit card as a funding source for the registration fee and future add value transactions.
- Pay for all value added to your EZ Rider card account.
- Use the EZ Rider card in accordance with instructions provided to you in your EZ Rider card package.
- Obey all applicable BART policies and regulations.
- Notify the BART EZ Rider card Administration Center of any questions regarding charges. Charges not questioned within 30 days will be deemed valid.
- If your EZ Rider card is not accepted for fare payment, purchase a BART paper ticket at the ticket vending machine or use an existing paper ticket to pay for your BART fare.
- Immediately report any changes to your name, billing/ mailing address, telephone number, and credit card number and expiration date when that new information is first known. (See contact information below.) You remain liable for all value added to your EZ Rider card.

## Minimum Account Balances, Fees and Charges:

You agree to maintain your prepaid EZ Rider card balance as described in this Agreement.

- Your credit card account will be charged \$5.00 card registration fee per EZ Rider card. An initial load of \$45.00 will be charged to your credit card and \$48.00 worth of BART rides (currently discounted at 6.25%) will be added to your EZ Rider card. In addition, you authorize BART to automatically load (autoload) your EZ Rider card by charging \$45.00 to your credit card each time your EZ Rider card balance falls below the autoload threshold (currently \$10.00).
- You agree that your autoload amount, discount percentage, and autoload threshold are subject to change.
- Please see the BART website ([www.bart.gov](http://www.bart.gov)) for current fee amounts.
- You agree to waive all interest or benefits, if any, that may accrue on any prepaid balances or EZ Rider card deposits.
- Failure to maintain the required balance or properly maintain your account may result in the closure of your account and, in the case of negative account balance, may result in collection actions for any unpaid balance.

## EZ Rider Card:

- If your EZ Rider card fails to operate for reasons other than abuse or improper use and is returned to the BART EZ Rider card Administration Center, we will replace that EZ Rider card at no charge.
- If your EZ Rider card is lost or stolen, please call the BART EZ Rider card Administration Center immediately at 510-464-6474 or email [ezrider@bart.gov](mailto:ezrider@bart.gov). You remain liable for all fares charged to your EZ Rider card for one (1) business day after you have notified the Administration Center that your EZ Rider card has been lost or stolen.
- For lost/stolen cards, a replacement card will be issued upon payment of the \$5 registration fee. The remaining balance of your lost/stolen card will be transferred to your new card and future autoloads will be funded from your credit card on file.

- You agree to take reasonable care of the EZ Rider card to prevent it from damage, defacement, or loss of any kind.
- You shall not alter or interfere with the graphic or card data of the EZ Rider card and shall take all reasonable measures and care to ensure that the graphic and card data are not interfered or tampered with.

## Termination:

BART may terminate this Agreement at any time and for any reason. If BART requests termination, or if you wish to terminate this Agreement, you must return all of the issued EZ Rider card(s) to the EZ Rider card Administration Center. This Agreement shall remain in full force and effect until you have notified the EZ Rider card Administration Center in writing of your intent to terminate the Autoload Program in such a manner as to afford BART and your bank a reasonable opportunity to act. Upon termination and the return of your EZ Rider card, your account balance will be refunded to your credit card account (less any amount applied through a pre-tax program) within ten (10) business days without interest and less any amounts owed to BART. Following any termination, you remain responsible for payments owed under this Agreement. If your BART EZ Rider card account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, in accordance with applicable law and you may be subject to collection actions for any unpaid balance.

## Changes:

BART reserves the right to change the terms of this Agreement and these policies at any time by providing written notice to you. You will be deemed to have received such notice ten (10) days after deposit of that notice in the U.S. Mail. You agree to all changes when you use your EZ Rider card after that date.

## Release and Indemnity:

You hereby release BART and its directors, 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 EZ Rider card(s) issued to you. You agree that neither BART nor its directors, officers, employees nor agents will incur any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against BART will be replacement of any defective EZ Rider card(s).

**Failure to Comply** with any portion of this Agreement may result in your transactions being treated as violations of California Penal Code Section 640(b)(1) and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties, and unpaid fares may be referred to collection, as provided by law. BART reserves the right to debit your account for unpaid fares including fees and fines.

## Personal Information Notice:

BART’s treatment of personal information is described in the Privacy Policy available at [www.bart.gov](http://www.bart.gov) and is consistent with Federal and State laws governing an individual’s rights to privacy. Personal information provided by you and any data developed as a byproduct of your use of the EZ Rider card will not be made available to third parties except as described in our Privacy Policy or unless permissible by law. You retain the right to inspect all personal information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the EZ Rider card Administration Center, along with your name, address, and EZ Rider card number.

## Governing Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.