



# UP Express Terms & Conditions

## Version 17.1



For September 2023

# TABLE OF CONTENTS

|                                                                                                                  |           |
|------------------------------------------------------------------------------------------------------------------|-----------|
| INTRODUCTION .....                                                                                               | 4         |
| <b>1. UP EXPRESS RESPONSIBILITIES.....</b>                                                                       | <b>5</b>  |
| <b>2. GUEST RESPONSIBILITIES.....</b>                                                                            | <b>5</b>  |
| 2.1. Guests Are Advised to Allow Enough Time For Their Journey To Toronto<br>Pearson International Airport ..... | 5         |
| 2.2. Guests Are Advised to Verify Their tickets at the time of issue.....                                        | 5         |
| 2.3. Guests Are Advised To Ensure They Are On The Correct Train And Exit<br>At The Correct Station .....         | 5         |
| <b>3. TICKETS, FARE PAYMENT &amp; INSPECTION .....</b>                                                           | <b>5</b>  |
| 3.1. Requirements To Hold and Retain a Ticket.....                                                               | 5         |
| 3.2. PRESTO Card and PRESTO contactless payment Users.....                                                       | 6         |
| 3.3. Buying a Ticket .....                                                                                       | 11        |
| 3.4. Website and Terms of Use.....                                                                               | 13        |
| 3.5. Fare Category Rules and Considerations .....                                                                | 14        |
| 3.6. Additional Fare Categories and Rules .....                                                                  | 17        |
| 3.7. Refund Policy.....                                                                                          | 18        |
| 3.8. Exceptions.....                                                                                             | 19        |
| 3.9. Limitations .....                                                                                           | 19        |
| 3.10. Inspection of PRESTO Cards, PRESTO contactless payment, Tickets,<br>Passes and ID Cards.....               | 19        |
| 3.11. Lost, Misplaced or Stolen Tickets .....                                                                    | 21        |
| <b>4. CLAIMS.....</b>                                                                                            | <b>21</b> |
| <b>5. LIMITATIONS OF LIABILITY.....</b>                                                                          | <b>21</b> |
| <b>6. LOST AND FOUND .....</b>                                                                                   | <b>22</b> |
| <b>7. ACCESSIBILITY .....</b>                                                                                    | <b>22</b> |
| <b>8. RIGHTS RESERVED .....</b>                                                                                  | <b>22</b> |
| 8.1. Refusal of Passage.....                                                                                     | 22        |

|            |                                                                        |           |
|------------|------------------------------------------------------------------------|-----------|
| 8.2.       | Fare Evasion .....                                                     | 22        |
| 8.3.       | Stops .....                                                            | 23        |
| 8.4.       | Transferring Guests .....                                              | 23        |
| 8.5.       | Schedule Revisions .....                                               | 23        |
| 8.6.       | Capacity .....                                                         | 23        |
| 8.7.       | Seating .....                                                          | 23        |
| 8.8.       | Smoking .....                                                          | 23        |
| 8.9.       | Animals.....                                                           | 23        |
| <b>9.</b>  | <b>GUEST CONDUCT IN STATIONS, TERMINALS, VEHICLES AND PARKING LOTS</b> |           |
| 9.1.       | Parking at Weston Station.....                                         | 24        |
| 9.2.       | Parking At All Other GO Transit Parking Lots .....                     | 24        |
| 9.3.       | Payment of Parking Violation Notices.....                              | 24        |
| 9.4.       | Guest Conduct on UP Express System .....                               | 25        |
| 9.5.       | Payment of Notice of Violation .....                                   | 25        |
| <b>10.</b> | <b>BAGGAGE .....</b>                                                   | <b>25</b> |
| <b>11.</b> | <b>PRIVACY POLICY AND AUTHORIZATION FOR INFORMATION SHARING.....</b>   | <b>26</b> |
| <b>12.</b> | <b>AIRPORT EMPLOYEE PROGRAM .....</b>                                  | <b>25</b> |
| <b>13.</b> | <b>CHANGES TO THIS AGREEMENT .....</b>                                 | <b>27</b> |
| <b>14.</b> | <b>CUSTOMER INQUIRIES &amp; DISPUTE RESOLUTION.....</b>                | <b>27</b> |
| <b>15.</b> | <b>GENERAL.....</b>                                                    | <b>28</b> |
| <b>16.</b> | <b>DEFINITIONS.....</b>                                                | <b>29</b> |

## INTRODUCTION

The Union Pearson Express (UP Express) is a dedicated airport rail service between Union Station in downtown Toronto and Toronto Pearson International Airport operated on behalf of Metrolinx. There are two stops along the way: Bloor and Weston Stations.

These Terms & Conditions outline important customer service and travel information for guests.

The Terms & Conditions apply specifically to UP Express. Connecting transit providers at UP Express stations include the Toronto Transit Commission (TTC) and GO Transit (a division of Metrolinx) and the terms and conditions of use of connecting services may vary. For more information about these transit operators and their services please visit or call:

TTC: [www.ttc.ca](http://www.ttc.ca), 416.393.4636  
GO Transit: [www.go transit.com](http://www.go transit.com), 416.869.3200

For information on the PRESTO fare card:  
[www.prestocard.ca](http://www.prestocard.ca)  
1.8.PRESTO.123  
(1.877.378.6123)

**UP Express welcomes your comments on our service. Please contact us at:**

[guestservices@upexpress.com](mailto:guestservices@upexpress.com)  
[www.upexpress.com](http://www.upexpress.com)

1.844.GET.ON.UP (1.844.438.6687)

### **UP Express Station Ambassadors**

UP Express Station Ambassadors are available Monday through Friday and on weekends and holidays. Please check [upexpress.com](http://upexpress.com) for UP Express Contact Centre hours of operation. For assistance, please contact:

[guestservices@upexpress.com](mailto:guestservices@upexpress.com)  
1.844.GET.ON.UP  
416.869.3300

### **Multilingual Interpretive Services**

UP Express provides multilingual interpretive customer service to assist passengers by phone or at our stations. Guests who wish to be served in a different language can contact us at:

[guestservices@upexpress.com](mailto:guestservices@upexpress.com)  
1.844.GET.ON.UP  
416.869.3300

Guests can also seek assistance from one of our Station Ambassadors.

## **1. UP EXPRESS**

UP Express transports guests between UP Express Station at Toronto Pearson International Airport Terminal 1 (Pearson Airport Station) and Union Station with stops along the way at Weston and Bloor Stations.

Subject to any advertised restrictions, UP Express guests may board any train for which their ticket is valid, however, seating and capacity cannot be guaranteed.

## **2. GUEST RESPONSIBILITIES**

### **2.1. GUESTS ARE ADVISED TO ALLOW ENOUGH TIME FOR THEIR JOURNEY TO TORONTO PEARSON INTERNATIONAL AIRPORT**

Your airline or travel agent will notify you of the minimum recommended check-in time at Toronto Pearson International Airport.

To allow plenty of time for check-in procedures, baggage drop-off and security checks, always arrive at Toronto Pearson International Airport well in advance of your flight. Remember, there may be queues at airline check-in desks. Please visit the Canadian Air Transport Security Authority (CATSA) website at <http://www.catsa.gc.ca/home> for details regarding flight times and other flight information.

Also, allow adequate time to get from the UP Express Pearson Airport station at Terminal 1 to the check-in desk for your minimum check-in time. Guests connecting to Terminal 3 should allow for additional time to transfer between terminals. Terminal transfers can be made free of charge using the Pearson Terminal Link Train, which departs regularly.

For further information on the Link Train please visit [www.torontopearson.com](http://www.torontopearson.com).

### **2.2. GUESTS ARE ADVISED TO VERIFY THEIR TICKETS AT THE TIME OF ISSUE**

When you purchase an UP Express ticket, please make sure it is the correct ticket type and for the designated origin and destination on the ticket. If possible, draw any apparent errors to the attention of the UP Express staff immediately.

### **2.3. GUESTS ARE ADVISED TO ENSURE THEY ARE ON THE CORRECT TRAIN AND EXIT AT THE CORRECT STATION**

Please make sure you board the correct train and de-board at the correct station. UP Express cannot be held responsible for any loss or delay if you do not do so.

## **3. TICKETS**

### **3.1. TICKETS MUST BE PURCHASED PRIOR TO BOARDING**

Tickets are needed for all journeys on UP Express, and must be purchased before boarding. UP Express tickets are not sold onboard the train.

## 3.2. PRESTOCARD AND CONTACTLESS PAYMENT USERS

### PRESTO Cards

Guests are able to use PRESTO cards on the UP Express system. There are four ways guests can purchase a PRESTO card:

- From a GO Transit or UP Express station service counter staff.
- At select Shoppers Drug Mart locations
- At select Ticket Vending Machines. For additional information click here
- Online – to order a PRESTO card online please visit **www.prestocard.ca** for more details

Guests who currently hold PRESTO cards can load (i.e. add value), and/or check the balance of their PRESTO card:

- Through the Ticket Vending Machines at Bloor, Weston or Pearson Airport stations
- By logging in online via PRESTO website ([www.prestocard.ca](http://www.prestocard.ca))
- By visiting the service counter (available at UP Pearson Station only)
- By calling PRESTO at 1.877.378.6123
- At select Shoppers Drug Mart locations
- Through the PRESTO Mobile Application (<https://www.prestocard.ca/en/about/presto-app>)

### How to use PRESTO card and contactless payment on UP Express – Going to or from the Airport

Fare transactions made on PRESTO cards for trips that are to or from Pearson Airport are validated by tapping ON a designated UP Express PRESTO Fare Payment device located at all UP Express stations at the beginning of the trip, and by tapping OFF on an UP Express PRESTO Fare Payment device at the final destination. PRESTO cards are transferable, but may only be used by one individual per trip. You may also use your contactless credit card, debit card, or these cards in a mobile wallet on a phone or watch, by tapping ON a designated UP Express PRESTO Fare Payment device located at all UP Express stations at the beginning of the trip, and by tapping OFF on an UP Express PRESTO Fare Payment device at the final destination.

For a full list of accepted contactless payment media, please visit the PRESTO contactless payment website at <https://www.contactless.prestocard.ca/en>

At the current time, only one-way standard Adult fares are available for contactless payment. Fare concessions (e.g. Senior, Youth and Post-Secondary students) are not available on PRESTO contactless.

Guests tapping ON an UP Express PRESTO Fare Payment device with their PRESTO card or contactless payment media are giving authorization for the full Adult fare cost of their journey, including any maximum fares or unpaid fares, to be charged to their issuing financial institution. When they arrive at their destination, the guest must tap OFF at an UP Express PRESTO Fare Payment device to close the transaction. At this point, if their trip's fare is less than the maximum, the PRESTO card or the contactless payment media (same card or device used to tap ON) will be credited accordingly.

For Example – When a guest enters the UP Express system at Weston station en route to Pearson station, the moment the guest taps ON a designated UP Express PRESTO Fare

Payment device, the guest will be charged the maximum fare (which in this case would be from Weston station to Pearson station). Once the guest taps OFF at a designated UP Express PRESTO Fare Payment device at Pearson station, the transaction will be closed and processed at the appropriate Weston to Pearson fare (rather than Weston to Union).

In the event that a guest forgets to tap OFF at an UP Express PRESTO Fare Payment device once they reach their final leg of their journey, they will be charged the maximum fare from the station where the guest initially tapped ON.

Please note that all PRESTO card and contactless payment media transactions on UP Express Fare Payment devices are closed and processed after sixty (60) minutes of the guest's initial tap ON when entering the UP Express system. Be sure to board within sixty (60) minutes of your tap ON.

While on-board the train, PRESTO card and contactless payment users will be requested by the authorized Transit Agency representative to provide their PRESTO card and contactless payment media for inspection purposes.

### **How to use PRESTO card and contactless payment media on UP Express – Going to or from non-Airport stations**

Guests who wish to travel from a non-Airport station to another non-Airport station (Union, Bloor or Weston stations) can tap their PRESTO card or use an accepted contactless credit card, debit card, or these cards in a mobile wallet on a phone or watch, on an UP Express PRESTO Fare Payment device. If a Guest taps ON an UP Express Fare Payment device, they must tap OFF on an UP Express PRESTO Fare Payment device once they reach their destination. In case of an accidental tap ON/OFF on a GO Transit Fare Payment device, guests may reverse the tap as detailed below. Please note that guests will still need to tap ON (or tap OFF, as appropriate) on the correct device.

While on-board the train, PRESTO card and contactless payment users will be requested by the authorized Transit Agency representative to provide their PRESTO card and contactless payment media for inspection purposes.

### **Reversing PRESTO card taps**

In the event that a guest would like to reverse (cancel) their tap ON from an UP Express PRESTO Fare Payment device, guests can immediately reverse the tap ON by pressing the correction button (indicated by the "X" symbol) until the "Fare Payment Reversal" screen appears and re-tapping their card on the UP Express PRESTO Fare Payment device. The amount deducted will be credited back to the PRESTO card. Please note that the reversal must be completed at the same station within 15 minutes of the initial tap ON.

For further assistance, guests can contact UP Express, speak with a Station Ambassador, or call PRESTO at 1-877-378-6123. If a guest taps OFF on the wrong device (completing their transaction), they may also contact PRESTO at 1.877.378.6123 for assistance.

For more information about PRESTO card, please visit [www.prestocard.ca](http://www.prestocard.ca)

### **Full PRESTO card refund**

Guests can obtain a refund on the balance of their PRESTO cards subject to a four percent

(4%) administration fee. For cards that have a balance over \$50, a mail-in form must be sent to PRESTO. For cards that have a balance under \$50, to apply for a refund, you should call the PRESTO Contact Centre at 1-877-378-6123. In either case, cards must be returned to PRESTO once refunded. Visit [www.prestocard.ca](http://www.prestocard.ca) for more information.

Note that a PRESTO card balance cannot be refunded if the card has a negative balance.

## **PRESTO contactless**

PRESTO contactless delivers freedom by providing an easy, convenient way to pay while moving seamlessly around the region – allowing contactless credit card, debit card, or these cards in a mobile wallet on a phone or watch as valid fare forms of payment on the UP Express. Use of a digital wallet for payment is also subject to the Terms & Conditions and Privacy Policy of the wallet provider.

For a full list of accepted contactless payment media, please visit the PRESTO website at <https://www.prestocard.ca/en/about/contactless>

UP Express customers currently purchasing UP Express tickets/e-tickets or using PRESTO card to travel to the airport or commute between Pearson airport to downtown Toronto are now able to use their contactless payment media to pay for their transit ride on UP Express. No need to purchase a PRESTO card, load funds, or pre-load your PRESTO card before travel, and there is no need to wait in line to purchase tickets.

When you tap your contactless debit, credit card, or these cards in a mobile wallet on a phone or watch on an UP Express PRESTO Fare Payment device or reader, you are giving authorization for the full adult fare cost of your journey, including any maximum fares or unpaid fares, to be charged to your issuing financial institution. We will charge the fare(s) for the journey(s) to your contactless payment media after you have completed your journey(s) for that day. It may take up to 48-hrs for the charge to appear on your credit/bank statement.

For customers who tap their contactless debit card on mobile wallet on phone or watch, a temporary pre-authorization may be held by your bank until the fare is completely processed. The amount will be the fare from the station where you tapped on to the end of the line (Union Station or Pearson Station).

When using a contactless payment media, you must always tap on and off (as required) using the same contactless payment media (single card or device). For example, if you tap on with your phone and tap off with your watch or card, you will be charged for two separate incomplete journeys.

- If you are using a payment card, remove the payment card from your wallet or purse before tapping on and off to ensure it is read properly by the UP Express PRESTO Fare Payment device and the card you intend to pay with is charged
- If you are using a smart device, you must have sufficient battery power to complete your journey as you may be asked at any time to provide proof of payment
- You should tap only the contactless payment media that you want to pay with on the UP Express PRESTO Fare Payment device

You must tap your contactless payment media on a UP Express PRESTO Fare Payment device at the start and end of each journey. Please complete your journey within sixty (60) minutes of the initial tap ON.



- A green checkmark screen, accompanied by a success beep, means that your contactless payment media has been accepted for travel
- A red “X” screen, accompanied by a failure buzzer, means your contactless payment media has been rejected for travel
- If your contactless payment media has been rejected, you must not travel any further until either your contactless payment media has been accepted for travel or you have paid your fare by a different means

If you have tapped on at the start of your journey, and are required to tap off, but you fail to tap off correctly, your contactless payment media may automatically be charged the maximum fare amount.

Your contactless payment media may not be accepted for travel if it:

- Has Unpaid Fares against it (see Unpaid Fares section below); or
- Is verified to be fraudulent or connected with illegal activities; or
- Has been reported lost or stolen; or
- Is rejected by your issuing financial institution; or
- Is damaged

### **Your PRESTO contactless media without a PRESTO Account**

For users of a credit card, debit card or credit cards in a mobile wallet on a phone or watch, you will need to enter your card identification each time you sign in to the PRESTO website or PRESTO App to view your detailed journey or transaction history. The last 7 days of previous transactions can be viewed through the PRESTO App and [PRESTO website](#). For security reasons, certain personal information provided will be subject to verification through third party sources. In order to verify such information, we may disclose such information to third parties for verification purposes. You hereby consent to us making these disclosures for the purpose of obtaining such verifications.

Users who pay their fare with a debit card in a mobile wallet on their phone or watch, will need to review their bank account to see their charges. They are not available on the PRESTO website or PRESTO App.

### **Your PRESTO contactless media with a PRESTO Account**

When you apply and are accepted for the PRESTO Service pursuant to the terms hereof which are incorporated by reference into the account application form, we will set up an account for you (“**PRESTO Account**”), to keep track and manage the use of eligible contactless payment media(s) connected to your PRESTO Account. Linking a credit card to a registered PRESTO account will result in providing the registered account with access to personal information such as the detailed journey or transaction history associated to that credit payment media. Therefore, only a credit card account belonging to the registered account holder should be linked to a PRESTO Account.

Users with a registered card in a PRESTO Account can access the last 180 days of transaction history and manage their Unpaid Fares by visiting the PRESTO website, PRESTO App or by contacting the PRESTO Contact Centre at 1-877-378-6123 or TTY: 711 or call 1-800-855-0511. As a registered PRESTO Account user who uses the mobile PRESTO app, you will also receive PRESTO contactless mobile push notifications notifying

you of outstanding actions on your PRESTO contactless payment media. Registered *Interac*<sup>®</sup> Debit card users have the same access as credit card users except for Unpaid Fares management. *Interac* users with debit cards on phone or watch cannot register their debit card in a mobile wallet on the PRESTO Account. If you've tapped with a debit card in a mobile wallet, you can check your bank account to see your charges. Your transaction history is not available on the PRESTO website or PRESTO App.

### **Closing your *PRESTO* Account**

PRESTO reserves the right to terminate this Agreement at any time, at its sole discretion, upon notice to you. You may end the PRESTO Service and close your PRESTO contactless card and PRESTO Account at any time, by notifying the PRESTO Contact Centre.

### **PRESTO contactless payment limitations**

Only one person at a time can use the same contactless payment media for travel. If you are travelling on UP Express with another adult, you can pay for the other passenger's fare with a separate PRESTO contactless debit card, credit card, or these cards in a mobile wallet on a phone or watch, or a PRESTO card.

PRESTO is not responsible if your fare is charged to a card or through a smart device that you did not intend to use, due to your failure to properly adhere to these Terms & Conditions or other posted instruction. Take the card you intend to pay with out of your wallet or purse to ensure that card is charged.

Your journey must be completed within sixty (60) minutes from when you tapped on. If the time between tapping on at the start and tapping off at the end of your journey is more than the prescribed time limit, you will be charged two maximum fares for your journey. If this happens, you may be able to apply for a refund by contacting the PRESTO Contact Centre at 1-877-378-6123 or TTY: 711 or 1-800-855-0511, or the UP Express Contact Centre at 1-844-GET-ON-UP (438-6687) or Local: 416-869-3300.

If your contactless payment media is verified to be fraudulent or connected with illegal activities, PRESTO contactless will permanently reject it for travel.

The fare charged may be subject to change (increase or decrease) if there are activities or taps that are received at a later date. The adjustment will be reflected and appear on your transaction history and/or your credit/bank statement.

### **Unpaid Fares**

If your contactless payment media does not have sufficient funds or is otherwise declined by your issuing financial institution when PRESTO submits it for payment, PRESTO is unable to collect your fare (the "**Unpaid Fares**"). In such case, you will be temporarily denied for travel using the contactless payment media that has Unpaid Fares against it until the amount owing has been paid in full.

### **Interac Debit users:**

If you have an unpaid fare associated with your debit card, the PRESTO system will automatically try to collect the unpaid fare from the same debit card for up to 7 days, or the next time you tap on with the same debit card on an UP Express PRESTO Fare Payment device. You will be notified with a "Tap Again | Trying to pay unpaid fares" screen. After

tapping, the PRESTO system will attempt to recover your Unpaid Fares. Once your unpaid fare is paid, either by you or by the PRESTO system automatically collecting the fare, you can use that same debit card again to travel. If you require additional assistance, reach out to our PRESTO Contact Centre.

**Credit card users:**

Credit card users can check the PRESTO website or PRESTO App to see any outstanding unpaid fares. Follow the prompts to pay them through an online payment form. If your unpaid fare has been collected by your issuing financial institution and paid to PRESTO, you must verify your contactless payment media is in good standing before travel, either through the PRESTO App or PRESTO website.

If you have Unpaid Fares (both credit and debit), you authorize PRESTO to recover the fare using your contactless payment media until we receive the full payment. PRESTO will attempt to recover the fare using your contactless payment until we receive the full payment:

- through your issuing financial institution, but we will not attempt to recover payment on more than six occasions nor more than once a day nor for longer than 30 days after your payment was first declined; or
- the next time you tap on your card on a UP Express PRESTO Fare Payment device

**Reversing PRESTO contactless taps**

Guest can immediately reverse (cancel) their PRESTO contactless tap ON from an UP Express PRESTO Fare Payment device by pressing the Mode button on the fare payment device screen. The device will display a green check symbol and a message, "Request for reversal recorded". For contactless payment, reversal requests are sent to the PRESTO back-end system for processing.

For further assistance, guests can contact UP Express, speak with a Station Ambassador.

**Refunds on fares paid with PRESTO contactless**

If you have used your contactless payment media but have paid an incorrect fare amount or could not tap off (if required) due to equipment issues, PRESTO may refund the full or partial fare amount back to the same contactless payment media. Any financial institution fees incurred by you will not be refunded by PRESTO. You may not be eligible for a refund if there are any Unpaid Fares owing. To apply for a refund, you should call the PRESTO Contact Centre or UP Express Contact Centre. It may take up to 48 hours for some contactless payment media transactions to fully process, so, when applying for a refund, it is recommended to wait 48 hours from the time of travel. Refund requests are required to be made within sixty (60) days of making a journey.

**3.3. BUYING A TICKET**

A range of e-tickets can be purchased from the UP Express website at [www.upexpress.com](http://www.upexpress.com). These tickets will have a barcode and will need to be visible (via print-out or via mobile display) for verification and inspection.

Other fare products may be available and must be used as required. Please note that a maximum of 20 e-tickets can be purchased in a single transaction online. For large ticket purchases, please refer the Business, Group and Conference Tickets fares in section 3.6.

You may buy a ticket or pay your UP Express fare using the following methods:

| TICKET TYPE                            |                       |                                                      |                                                        |                            |                                          |
|----------------------------------------|-----------------------|------------------------------------------------------|--------------------------------------------------------|----------------------------|------------------------------------------|
| Payment Methods                        | E-ticket from Website | Paper Ticket from UP Express Ticket Vending Machines | Paper Ticket from Station Ambassadors (off-board only) | PRESTO contactless Payment | Payment Card Inspection from Card Reader |
| Cash (\$CDN or \$US)                   | x                     | ✓                                                    | x                                                      | x                          | x                                        |
| Debit                                  | x                     | ✓                                                    | ✓                                                      | ✓                          | ✓                                        |
| Mobile wallet on phone or watch        | x                     | x                                                    | x                                                      | ✓                          | ✓                                        |
| Visa<br>Mastercard<br>American Express | ✓                     | ✓                                                    | ✓                                                      | ✓                          | ✓                                        |
| PRESTO Card                            | x                     | x                                                    | x                                                      | x                          | ✓                                        |

UP Express offers the following fare categories:

|                                | Definition                                                                                                                                                         | Requirements                                                    |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Adult                          | Guests between 20 and 64 years of age (inclusive)                                                                                                                  | Must provide Proof of Age Identification upon request           |
| Child                          | Guests 12 years of age and under                                                                                                                                   |                                                                 |
| Youth                          | Guests between 13 and 19 years of age (inclusive) with a Canadian school-issued ID or government-issued ID.                                                        |                                                                 |
| Post-Secondary Student         | Guests enrolled full-time in a post-secondary education (regardless of age) in the GTA with a valid GO Transit Student ID.                                         | Must provide a valid GO Transit Student ID upon request         |
| Senior                         | Guests 65 years of age and over                                                                                                                                    | Must provide Proof of Age Identification upon request           |
| Family                         | Up to two adults, and up to three guests 19 years of age and under                                                                                                 |                                                                 |
| Meeter & Greeter Return        | This is a return trip ticket to Pearson Airport and expires 4 hours after your first trip                                                                          | Guests must originate from Union, Bloor or Weston stations only |
| Family Meeter & Greeter Return | Up to two adults, and up to three guests 19 years of age and under<br>This is a return trip ticket to Pearson Airport and expires 4 hours after your first trip    |                                                                 |
| Long Layover Return            | This is a return trip ticket from Pearson Airport and expires 7 hours after your first trip. Guests must originate from Pearson station                            | Guests must originate from Pearson station                      |
| Family Long Layover Return     | Up to two adults, and up to three guests 19 years of age and under<br>This is a return trip ticket from Pearson Airport and expires 7 hours after your first trip. | Guests must originate from Pearson station                      |

### **3.4. WEBSITE TERMS OF USE**

By accessing the UP Express website and/or opening an account and/or purchasing an e-ticket you are agreeing to be bound by and comply with the relevant terms and conditions of purchase and use or access. The UP Express website Terms of Use are located online at [www.upexpress.com](http://www.upexpress.com).

#### **Accounts**

When you open an account with UP Express, you agree to provide information about yourself that is true, accurate, current and complete, and to keep such information true, accurate, current and complete. Your account designation may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account designation and password are personal to you. You are responsible for maintaining the confidentiality of your password and account designation and are fully responsible for all activities that occur under your password or account (including purchases).

In this regard you agree to immediately notify UP Express of any unauthorized use of your password or account designation or any other breach of security. You will also ensure that you log-out from your account at the end of each session. UP Express is not under any obligation to verify the actual identify or authority of any user of an account designation or password. UP Express may require you to change your account designation and/or password if we believe your account is no longer secure or if we receive a complaint that your account designation violates someone else's rights. UP Express will not be liable for any damages and expenses arising out of or relating to any unauthorized use of an account designation or password contrary to these Terms and Conditions.

You will have no ownership in your account or your account designation. UP Express may refuse registration, cancel an account or deny access to the UP Express website for any reason without any notice or liability to you or any other person. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies UP Express may terminate your account or any other obligation owed to you without notice.

UP Express may close your account if it is inactive for a period of two and a half years.

#### **Method of Payment**

You may pay for your purchase of an e-ticket by using any of the payment options listed in the chart above in section 3.3 and you authorize UP Express to charge the applicable card or account for the purchase price of the e-ticket, including any applicable taxes or other charges. UP Express has contracted Bytemark, Inc. to process e-ticket payments made through the UP Express website. You represent and warrant that you are the cardholder of the applicable card or the account holder of the applicable account. If your card is rejected by the card issuer your e-ticket will not be emailed to you and UP Express will have no obligation to fulfill your order.

Orders are processed only after billing address, and other billing information, has been verified. If you have opened an account, your credit card information may be kept on file by UP Express or its agent so that you can purchase additional e-tickets without having to

provide that information every time you access the UP Express website.

## **Price**

By confirming your purchase at the end of the check-out process on the UP Express Website, you agree to pay UP Express the amount set out as the TOTAL PRICE near the CONFIRM AND COMPLETE ORDER button on the check-out page. By confirming your purchase at the end of the check-out process you agree to pay UP Express the amount set out as the TOTAL PRICE on the CONFIRM PURCHASE page.

The TOTAL PRICE is quoted in Canadian dollars and includes all applicable taxes and third party charges, if any. The Purchase Price will be charged in Canadian dollars to your selected credit card or account by UP Express. The term "Purchase Price" means the TOTAL PRICE as set out on the applicable UP Express Website, as the case may be.

## **Order Confirmation**

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with UP Express Station Ambassadors whether or not your order has been placed. You may be the only one aware of any problems that may occur during the purchase process. Metrolinx, its employees, and agents will not be responsible for any losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

## **Electronic Communications**

When you open an account and/or purchase an e-ticket from the UP Express website or send an email to UP Express you are communicating with UP Express electronically. You consent to receive communications about your account and/or purchase from UP Express, and its agents and contractors, electronically. We will communicate with you by email or by posting notices on the UP Express website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **3.5. FARE CATEGORY RULES AND CONSIDERATIONS**

### **Ticket Availability and Expiry**

- E-tickets expire one (1) year from date of purchase unless otherwise indicated.
  - Once purchased, e-tickets are available for use immediately.
- UP Express Paper tickets (i.e. tickets purchased from an UP Express ticket vending machine, at an UP Express service counter, or through an UP Express Station Ambassador) expire in sixty (60) minutes from time of purchase unless otherwise indicated. Please note that these tickets are not transferable.
- For guests who will be connecting from GO Transit, such tickets will expire one (1) hour upon arrival at any UP Express station.
- Return tickets – after your ticket has been scanned/activated on the first trip, you must wait at least 30 minutes before starting your return trip.

- The return portion of the ticket is valid for one (1) year from date of issuance provided it is unused.
- Meeter & Greeter Return tickets expire 4 hours after your first trip start time.
- Long Layover Return tickets expire within 7 hours after your first trip start time.
- UP Express reserves the right to require that unused tickets (that have not yet expired) may be exchanged for current tickets in use.
- Return Tickets (Available to purchase Online as an E-Ticket Only)
- Discounted rates for Adult, Youth and Post-Secondary students, and Senior fare types are offered when using a PRESTO card. At the current time, only one-way Adult PRESTO discounted fare is available when tapping a contactless debit card or credit card, including those cards in a mobile wallet on a mobile phone or watch. Adult fare paid by PRESTO contactless must complete their trip within sixty (60) minutes of initial tap ON. Other UP Express fare concessions (i.e. Senior, Youth and Post-Secondary students) are not available on PRESTO contactless.
- Youth and Post-Secondary student fares cannot be purchased from the UP Express website, or at service counters including the Ticket Vending Machines at stations. Youth and Post-Secondary student discount fares are only available with a PRESTO card. Youth or Post-Secondary students must set up their PRESTO card to “Youth” or “Post-Secondary student” concession before travelling to ensure they receive the discounted fare when they tap on and off their PRESTO card.
- Return tickets are valid for one individual per trip.

### **Children 12 Years of Age and Under**

- Children 12 years of age and under ride free of charge
- Every Child 6 years of age and under must be accompanied by an adult for the entire journey.
- Children must show valid proof of age identification upon request from the proper authority while on the train.

### **Youth**

- Youths will be entitled to travel at a discounted fare subject to the following conditions:
  - Youths must be in possession of Proof of Age identification (i.e. Canadian school-issued student ID or a government-issued ID) while travelling in order to confirm upon the time of ticket inspection that they are between the ages of 13-19 (inclusive)

### **Post-Secondary Students**

- Guests that are enrolled full-time in a post-secondary education (regardless of age) in the GTA will be entitled to travel at a discounted fare subject to the following conditions:
  - Post-Secondary students must have a valid GO Transit Student ID while travelling in order to confirm upon the time of ticket inspection that they are valid post-secondary students.
  - The GO Transit Student ID Card is an electronic student ID card; all post-secondary students are required to have a GO Transit Student ID card when travelling on UP Express and GO Transit services. Applying for a GO Transit Student ID card can be easily done online.

### Senior

- Senior citizens that are 65 years of age or older will be entitled to travel at a discounted fare subject to the following conditions:
  - Senior citizens may be asked by a proper authority to show Proof of Age and, therefore, must carry reasonable Proof of Age identification at all times while travelling with UP Express in order for their ticket to be valid

### Family

- A Family ticket may be sold to a group consisting of a maximum of five guests; i.e., up to two adults, and up to three guests 18 years of age and under.
  - Guests using a Family ticket must travel together at all times in order to be eligible for the appropriate discount.

### Fare pre-validation

- Guests are asked to line up on the platform and have their tickets ready. Fare pre-validation will be performed at Union and Pearson stations. Please allow yourself a few extra minutes to board the train.
- Tickets can be purchased quickly and easily at the ticket vending machines, via the UP Express website.
- Guests who have purchased a ticket, or have tapped their PRESTO contactless payment with a credit card, debit card, or mobile wallet on a phone or watch may board the train.

### On-board

- Guests who do not have proof of fare payment and valid identification while onboard an UP Express train will be subject to a fare inspection fine in accordance with Metrolinx By-Laws No.2 and No. 2A.
- UP Express tickets must be purchased before boarding. UP Express tickets are not sold onboard the train.
- PRESTO cards must be tapped at the UP Express PRESTO devices at the UP Express station prior to boarding.
- Accepted contactless payment media (i.e. credit card, debit card, or a compatible mobile wallet on a phone or watch) must be tapped ON an UP Express PRESTO Fare Payment device before boarding an UP Express train, and must be tapped OFF at the final stop and upon exiting the station.

### Meeter & Greeter Return Tickets (Available to purchase Online as an E-Ticket or from an UP Express Station Ambassador)

- Guests travelling with UP Express to meet or greet others at Pearson Airport may purchase a Meeter & Greeter round-trip fare product at a reduced rate.
- Guests using this fare type must originate from Union, Bloor, or Weston stations only.
- Meeter & Greeter tickets expire within 4 hours after of initial inspection. Initial inspection will take place on the way to Pearson Airport station and occurs as soon as the guest boards UP Express.
- Guests can also purchase a **Family Meeter & Greeter Return** ticket which is eligible for up to two adults, and up to three guests 19 years of age and under.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Meeter & Greeter tickets may not be used for any other purpose other than travelling to Pearson Airport station and returning to the original station of origin. Guests wishing to travel beyond their station of origin will be required to pay an additional fare.
- In the event that there is an unused portion of the ticket (i.e. only one portion of



the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

### **Long Layover Return Tickets (Available to purchase Online as an E-Ticket or from an UP Express Station Ambassador)**

- UP Express guests who have a long layover between flights can purchase a round-trip ticket from Pearson Airport Station at a reduced rate.
- Long Layover tickets expire within 7 hours of initial inspection. Initial inspection will take place leaving Pearson Airport station and occurs as soon the guest boards UP Express.
- Guests are advised to ensure their tickets are initially inspected by UP Express staff before embarking on the UP Express System.
- Long Layover tickets may not be used for any other purpose other than leaving and returning to Pearson Airport Station.
- Guests can also purchase a **Family Long Layover Return** ticket which is eligible for up to two adults, and up to three guests 18 years of age and under.
- Please note that the first portion of this ticket cannot be used after 11pm.
- Long Layover tickets are only available at a reduced rate for guests travelling to Union Station. Guests wishing to use a Long Layover ticket to Weston and Bloor stations may do so but are not eligible for any form of additional discounts.
- In the event that there is an unused portion of the ticket (i.e. only one portion of the round-trip ticket has been used), the unused portion is non-exchangeable and non-refundable.

## **3.6. ADDITIONAL FARE CATEGORIES AND RULES**

### **Corporate Discount, Conferences, Conventions and Events, and Group Booking**

- Businesses wishing to purchase a large volume of tickets can qualify for discounts – please visit [www.upexpress.com/corporatebooking](http://www.upexpress.com/corporatebooking) for more details.
- Guests who plan to travel in groups larger than 10 people are advised to contact [corporatebooking@metrolinx.com](mailto:corporatebooking@metrolinx.com) in advance of their trip.
- Group/conference travelers who are planning to take UP Express are encouraged to make a [group travel request online](#) at [corporatebooking@metrolinx.com](mailto:corporatebooking@metrolinx.com) in order to access discounted ticket sales. Rates will vary – please visit [www.upexpress.com/corporatebooking](http://www.upexpress.com/corporatebooking) for more details.

### **Airport Employee Tickets**

- Qualified Airport Employees are able to purchase reduced one-way and weekly passes. Please visit [www.upexpress.com/AirportEmployee](http://www.upexpress.com/AirportEmployee) for more details.

### **Accessibility (Support Persons)**

- Guests who require physical assistance during their use of UP Express services may be accompanied by a Support Person who is capable of aiding such guests, and/or a guide dog.
- Support Persons are permitted to ride the UP Express free of charge. Support Persons accompanying Guests with disabilities riding UP Express will not be issued a ticket at time of inspection.
- Please see Accessibility section 7 for more information.

### **UP Express fares on GO Transit**

- Please note that UP Express fares are **not** valid on GO Transit.

### GO Transit fares on UP Express

- Please note that GO fares are **not** valid on UP Express.

**Rounding US Exchange** – all funds will be rounded to the nearest five cents.

## 3.7. REFUND POLICY

### Refund Eligibility

- Only **unused e-tickets are eligible** for full refunds.
- E-tickets are refundable for a period of up to one (1) year from purchase (unless otherwise stated), provided that they are unused.
- Airport Employee One-Way ticket expire in two (2) days and are not eligible for refunds.
- Paper tickets (i.e. tickets purchased at a ticket vending machine, at a ticket counter, or through a mobile UP Express Station Ambassador) **are not eligible** for refunds.
- Partially used Meeter & Greeter and Long Layover tickets **are not eligible** for a refund.
- Partially used return tickets are **not eligible** for a refund.
- Incorrect fares paid with contactless payment media, or if you could not tap of off (if required) due to equipment/device issues. To apply for a refund, call the PRESTO Contact Centre or UP Express Contact Centre.
- In the event of a service delay greater than 45 minutes, guests may be eligible for compensation up to and/or equal to the fare paid. Guests must contact UP Express within 30 days of their trip.
- Please note that UP Express assumes no responsibility for any consequential loss (missed flight, lost baggage, etc.) related to any form of service disruption.
- Courtesy or Complimentary tickets are not refundable and have no redeemable cash value.

### Method of Refund

- All refunds associated with e-tickets can be made by contacting UP Express or by filling out the "**Contact Us**" form online. Refunds will be made by crediting the credit card used at the time of purchase.
- All refund requests for fares paid with contactless payment media can be made by calling the UP Express Contact Centre or PRESTO Contact Centre. PRESTO may refund the full or partial fare amount back to the same contactless payment media.
- The value of such refunds will be up to and/or equal to the fare paid.

## 3.8. EXCEPTIONS

- Except for concessions or special fares provided or as published in bulletins or supplements or posted on the UP Express website (**www.upexpress.com**) from time to time, fares shall be paid for a single one-way ride and no other reduction in fare shall be granted to any class of guest.
- No fare is required to be paid by a police officer as defined in Section 2 of the Police Services Act (Ontario) or a police officer of the Royal Canadian Mounted Police who is in possession of the official identification issued by the police services engaging such officer. For greater certainty, the benefit of this provision does not extend to any Special Constable, By-law Enforcement Officer, any auxiliary or civilian member of a police force, or Canadian Border Services Officers.

- On days that are for National or Provincial recognition of war veterans, no fare is required to be paid by:
  - a war veteran and any person accompanying him or her; or
  - the immediate family of a deceased veteran, provided the individual can provide identification or service papers to prove the relation to the deceased veteran.
- Unless explicitly stated, a ticket is valid only for continuous passage without stop-over on services scheduled to stop at the destination printed or encoded on the ticket.
- Special rates of fare other than regular rates will be effective as published in bulletins, supplements to the Terms & Conditions or as posted on [www.upexpress.com](http://www.upexpress.com).

### **3.9. TRAVEL LIMITATIONS**

- It is not permitted for a guest to travel beyond the destination printed, marked or encoded on his or her ticket.
- Under-rides are defined as rides ending earlier than the destination for which the ticket was purchased. Under-riders are not eligible for any form of discount or refund associated with their disembarking at an earlier stop.
- All tickets may be accepted for a station that is not beyond the station printed or encoded within the corridor where the fare for the changed destination is equal to or less than the fare printed or encoded on the ticket.
- Only one person at a time can use the same contactless payment media for travel. You may pay another person's fare with a contactless payment media only if they are travelling with you and only if you have paid your fare by another means. PRESTO is not responsible if your fare is charged to a card or through a smart device that you did not intend to use, due to your failure to properly adhere to these Terms & Conditions or other posted instruction. For full details of contactless payment limitations, refer to the PRESTO Open-Payment Terms & Conditions in the [PRESTO website](#).

### **3.10. INSPECTION OF PRESTO CARDS, CONTACTLESS PAYMENT, TICKETS, PASSES AND ID CARDS**

#### **PRESTO Cards, Tickets, Passes, and ID Cards**

- PRESTO cards, tickets, passes, and ID cards shall be subject to inspection and/or validation in accordance with the terms of Metrolinx By- Laws No. 2 and No. 2A. Failure to provide valid and acceptable proof of payment, as determined by Metrolinx in its sole and absolute discretion, may be subject to a fine, penalty, or prosecution as per the applicable by-laws and terms and conditions.

If you wish to query or dispute general Inspection Fare please contact:

UP Express Contact Centre  
 1-844-GET-ON-UP (438-6687)  
 Local: 416-869-3300  
 TTY: #711 or call 1-800-855-0511  
 Fax: 416-869-1662

## PRESTO contactless

- For fares made by PRESTO contactless, you must be prepared to show the credit or debit card, including these cards on your phone or watch that you tapped on at the start of your journey, if asked to do so. You must allow an authorized Transit Agency representative to inspect your contactless payment method at any time during your journey. You may be asked to tap your credit or debit card, including these cards on your phone or watch on an inspection device as part of their inspection. By tapping your credit or debit card, including these cards on your phone or watch on the inspection device, you are confirming that it is the same payment method that you used for travel.
- If the credit or debit card, and card on a phone or watch that you presented to the inspection device had not been successfully tapped in at the start of your journey or cannot be read (which shall be treated as a failure to provide a valid proof of payment), PRESTO will determine that a failed inspection has occurred and will issue an inspection fare ("**Inspection Fare**") or fine to the credit or debit card, or the card on your phone or watch in accordance with the fare policy set out by UP Express. See the table below for the graduated Inspection Fine details:

| Transit Agency | Inspection Fines                                                                                                                                                                                                                                                           |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| UP Express     | \$35.00 – 1 <sup>st</sup> time offenders<br>\$50.00 – 2 <sup>nd</sup> offence<br>\$100.00 – 3 <sup>rd</sup> offence<br><br>Passengers with four or more offences will be automatically served a Notice of Violation/Provincial Offence Notice, with a set fine of \$200.00 |

Customer's PRESTO contactless payment will be inspected in real-time, and failed inspections (no tap on found) will be subject to an inspection fare ("**Inspection Fare**") or fine. The inspection result will also be available in your trip history on the PRESTO website. Customers using a physical *Interac* Debit card or physical credit card, or credit card on a mobile wallet can view their transaction history through their bank account, the PRESTO website or PRESTO App. Customers who have added their debit card to a mobile wallet to pay with a phone or watch can access their detailed transaction history only through their bank account.

To get details, or if you wish to query or dispute Inspection Fine specific to PRESTO contactless, please contact:

UP Express Contact Centre  
 1-844-GET-ON-UP (438-6687)  
 Local: 416-869-3300  
 TTY: #711 or call 1-800-855-0511  
 Fax: 416-869-1662

OR

PRESTO Contact Centre  
 1-877-378-6123  
 TTY: #711 or call 1-800-855-0511

### 3.11. LOST, MISPLACED OR STOLEN TICKETS

- Metrolinx, UP Express or its operators are not responsible for lost, misplaced or stolen tickets, which will not be replaced or refunded.
- Guests who have purchased e-tickets may contact UP Express Station Ambassadors in order to retrieve and/or reprint their e-tickets following a verification process.

## 4. CLAIMS

- All claims of any nature or character whatsoever must be filled out in writing within twenty-four (24) hours to:  
 Metrolinx  
 Claims Management, Risk and Insurance 20 Bay Street, Suite 600  
 Toronto, Ontario M5J 2W3 Telephone: (416) 869-3600  
 Email: riskmanagement@metrolinx.com

## 5. LIMITATIONS OF LIABILITY

- Metrolinx, UP Express, its operators and its resellers are not liable for delays caused by accidents, road or track conditions, snow storms, or other conditions beyond their control or for failure to depart from or arrive at any point, station or destination.
- Metrolinx, UP Express, its operators and its resellers are not responsible for loss or damage to property on UP Express property, including trains.
- Metrolinx, UP Express, its operators and its resellers are not responsible for any costs associated with missed flights at Toronto Pearson International Airport.
- Metrolinx, UP Express, its operators and its resellers are not responsible for any costs associated with missed connections to other travel services.
- Uses of other services are subject to their respective terms and conditions.
- Metrolinx, UP Express is not responsible for administering any refunds on tickets sold by its resellers.
- **Metrolinx, UP Express, its operators and its resellers are in no event liable or responsible for any indirect, consequential, punitive or special damages.**
- Metrolinx, UP Express, PRESTO, its operators and resellers will not be responsible or liable for any delay, damage, loss, expense or inconvenience you or any other person may incur: (i) if the PRESTO contactless service does not work as expected for any reason, including any delay or failure in the processing of any transaction; (ii) if we do not receive a notice from you or your instructions for any reason, or if we delay or fail to act on your instructions, for any reason; (iii) if PRESTO does not process a transaction when your contactless payment media has insufficient funds or if your contactless payment media has been rejected; or (iv) if there has been any failure or delay in providing a message to you, or if a message is given to a person other than you at the contact point(s) provided by you.
- Additionally, you acknowledge and agree that PRESTO is providing to you, via PRESTO contactless, a method of payment only for travel on the UP Express. You agree that the liability of Metrolinx, UP Express, PRESTO and its operators and resellers (including any of their respective directors, officers, employees, agents or representatives), shall be limited to \$100.

## 6. LOST AND FOUND

- Metrolinx, UP Express and its operators assume no responsibility for lost or stolen items at UP Express stations, on trains or at any other UP Express property.
- Any lost property found within the UP Express system will be given into the custody of the Lost and Found Office.
- A Guest must allow for up to 72 hours processing time for items to arrive at the Lost and Found Office.
- To inquire about any items lost or found on UP Express property, including trains and stations, guests should contact Union Pearson Express:

1.844.GET.ON.UP  
 guestservices@upexpress.com

## 7. ACCESSIBILITY

- Guests with disabilities who require assistance when travelling on UP Express are encouraged to call or email UP Express Contact Centre in advance of their trip in order to be accommodated accordingly. UP Express staff will make reasonable efforts to provide assistance where possible.
- Support Persons who assist guests with a disability are permitted to ride UP Express free of charge.
- A wheelchair or a mobility aid of the guest with a disability will be permitted onboard the train.
- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation.
- Guests requiring accessibility assistance at Toronto Pearson International Airport are encouraged to make pre-arrangements with the GTAA Airport Customer Assistance Program (ACAP). Please visit [www.torontopearson.com](http://www.torontopearson.com) or call 416.776.ACAP for more details.

## 8. RIGHTS RESERVED

### 8.1. REFUSAL OF PASSAGE

- A proper authority may refuse passage on UP Express services in accordance with Metrolinx By-Law No. 2.

### 8.2. PROOF OF VALID FARE PAYMENT

- Guests unable to produce proof of valid fare payment when requested by a proper authority will be subject to the penalties and enforcement measures set out in Metrolinx By-law No. 2 regulating the use of the regional transit system.

### 8.3. STOPS

- Trains shall be required to make station stops as indicated in the operating timetables established by UP Express except for accidents, road or track conditions, extreme weather, or other conditions beyond their control or where for

reasons of safety an alternate stopping place is required.

#### **8.4. TRANSFERRING GUESTS**

- UP Express and its operators shall have the right, wherever required by operating circumstances, to transfer guests from one train to another train, to a bus, or a combination of both.

#### **8.5. SCHEDULE REVISIONS**

- UP Express reserves the right to modify schedules without notice.

#### **8.6. CAPACITY**

- UP Express cannot guarantee sufficient capacity on any train or bus to accommodate any or all guests.

#### **8.7. SEATING**

- UP Express reserves full control and discretion as to seating of guests and the right to change such seating should it be deemed necessary at any time during the trip, provided that seating arrangements will be made without regard to race, colour, sex, creed, national origin or other prohibited ground of discrimination described in Section 1 of the Ontario Human Rights Code, R.S.O. 1990, Chapter H.19.
- Guests may be asked to make a seat available in the designated priority seating area for a guest with a disability or physical limitation.
- UP Express staff will make every effort to locate a seat in the designated priority seating area to accommodate a guest who is disabled or has a physical limitation. See Accessibility Section 7 for more details.

#### **8.8. SMOKING**

- Smoking (including the use of e-cigarettes) is NOT permitted on UP Express property, except in locations specifically designated and signed as smoking areas.

#### **8.9. ANIMALS**

- A maximum of two leashed dogs can travel with you when you board on weekdays between 9:30 a.m. and 3:30 p.m. and from 6:30 p.m. until the end of service, and all day on weekends and holidays. Outside of these hours, dogs are welcome on board but must be in a pet carrier that can fit on your lap or under your seat.
- To make your journey with us as smooth as possible, please follow these rules for travelling with your leashed dog:
  - Be sure to pick up after your dog, but do not dispose of their waste on trains.
  - Be considerate to others and keep your dog out of the way and off the seats.
  - Always ensure your dog is secured properly with a leash capable of maintaining control of your dog.
  - Keep your dog with you at all times for its safety and the safety of others.
  - Ensure your dog does not disrupt the enjoyment of other passengers.
  - All other pets must be in a carrier at all times while on board.

- We haven't made any changes to our service animal policy. Service animals are welcome onboard with their owners all day, every day, and must wear a vest and have identification from an accredited training organization.

## **9. GUEST CONDUCT IN STATIONS, TERMINALS, VEHICLES AND PARKING LOTS**

### **9.1. PARKING AT WESTON STATION**

- Guests wishing to park at Weston Station may do so except during overnight hours between 2am and 5am.
  - Guests who park their vehicles overnight at Weston Station will be subject to any or all fees and/or fines or will have their vehicle towed in accordance with relevant Metrolinx bylaws, as found at [www.gotransit.com](http://www.gotransit.com).

### **9.2. PARKING AT ALL OTHER GO TRANSIT PARKING LOTS**

- Guests are advised to follow the associated Metrolinx by-laws when parking at all other GO Transit parking lots. Please visit [www.gotransit.com](http://www.gotransit.com) for more details.

### **9.3. PAYMENT OF PARKING VIOLATION NOTICES**

For information regarding how to pay and/or dispute parking violation notices, please visit: <https://www.gotransit.com/en/travelling-with-us/dealing-with-a-fine/parking-infraction-notice>

### **9.4. GUEST CONDUCT ON UP EXPRESS SYSTEM**

- All guests on UP Express are required to comply with the conduct requirements and prohibitions, as determined by Metrolinx from time to time, set out in By-Law No.2 and/or any other public posting on the UP Express website.

### **9.5. PAYMENT OF NOTICE OF VIOLATION**

- For information regarding how to pay and/or dispute a Notice of Violation, please visit <https://www.upexpress.com/Tickets/DealingWithAFine>

## **10. BAGGAGE**

- UP Express will normally accept accompanied luggage on the UP Express provided it meets the following criteria:
  - Will not cause injury, danger or inconvenience, damage to property or delay to trains;
  - There is enough room for it;
  - It does not exceed 158 cm in overall dimensions (length plus height plus depth);
  - It does not exceed 23-32kg (50-70lb); and
  - It is carried or packaged in a suitable manner.
- UP Express reserves the right to refuse luggage even if it has been accepted on a previous occasion or is normally accepted.
- If you bring any luggage onto UP Express trains or premises, you will be responsible for any injury, damage or loss caused by it as a result of its condition



or your failure to take reasonable care of it.

- UP Express Station Ambassadors do not provide luggage assistance.
- UP Express Station Ambassadors also do not assist customers to taxis other part of the station.
- Larger baggage items, including sporting equipment such as skis and golf bags, and various musical instruments are to be placed in available oversized baggage storage spaces if the size permits.
- Bicycles which can be folded or stored in an aircraft-ready bicycle box are the only type of bicycles permitted onboard UP Express. Our Station Ambassadors will be happy to show you where these need to be placed on board.
- No powered or motorized vehicles will be carried with the exception of wheelchairs, which will be carried free of charge.
- UP Express is not responsible for any lost, damaged or tampered with baggage.
- UP Express staff may refuse passage to any guest with baggage that:
  - Is in violation of the Canadian Air Transport Security Authority (CATSA) guidelines. For more information on CATSA, visit [www.catsa-acsta.gc.ca](http://www.catsa-acsta.gc.ca);
  - UP Express staff feels may pose a risk to other guests; and/or
  - Is in violation of UP Express posted baggage policy (see [www.upexpress.com](http://www.upexpress.com)).
- Guests are permitted to have others (without a ticket) assist them with baggage to board the train, assuming they leave the train before time of departure and are in compliance with guest policies. Guests are, however, responsible for their baggage throughout the duration of the trip and upon disembarking. Porter service is only available at Toronto Pearson International Airport in terminals 1 and 3. For more information, please visit [www.torontopearson.com/](http://www.torontopearson.com/).

## 11. PRIVACY POLICY AND AUTHORIZATION FOR INFORMATION SHARING

You agree that any information provided in connection with the use of UP Express, including any data PRESTO receives as a result of the use of your contactless payment media and the PRESTO contactless service, may be collected, used and disclosed in compliance with the Metrolinx and PRESTO Privacy Policy. The Metrolinx Privacy Policy can be accessed by visiting the UP Express website at [www.upexpress.com](http://www.upexpress.com) (the “UP Express Website”). The PRESTO Privacy Policy can be accessed by visiting the PRESTO website at [www.prestocard.ca](http://www.prestocard.ca) (the “PRESTO website”).

In addition, you certify that all information provided by you to UP Express is correct and that you will notify UP Express in the event of any changes to such information. You authorize UP Express to share all such information and data with its service providers and otherwise as provided in the Metrolinx Privacy Policy.

## 12. AIRPORT EMPLOYEE PROGRAM

This section states the terms and conditions which specifically apply to your participation in the UP Express Airport Employee Program. These terms are in addition to any and all other terms and conditions applicable to UP Express, as well as the applicable Metrolinx By-Laws, all of which also apply to you. By participating in the UP Express Airport Employee Program, you acknowledge that you have read, understood and agree to abide by and comply without limitation or qualification, to the provisions of this section. If you do not agree with any of these terms, you cannot participate in the program.

## UP Express Airport Employee Program Eligibility

To qualify for the UP Express Airport Employee Program, it is a prerequisite that you be employed by and stationed out of Toronto Pearson Airport Grounds, and possess a Toronto Pearson Restricted Area Identity Card (RAIC) identification card or have an employee photo ID which clearly indicates “YYZ”, “Toronto Pearson” or “GTAA”. Note that your RAIC identification card or your employee photo identification card must be shown upon ticket validation or at the request of a proper authority.

To register and participate in the UP Express Airport Employee Program, the Airport employee must provide a valid ID that authenticates their Airport employee status to an UP Express Station Ambassador. This must be done at the UP Express Service Counter in Terminal 1 at Pearson or Union Station. Upon approval of the registration form, the Airport employee will receive an email confirmation of their registration into the program. The Airport employee must then create an UP Express account at [upexpress.com](http://upexpress.com) using the same email address provided on the registration form, to get access to the discounted fare (one-way or weekly pass) options online

## Fare Class and Features

By registering into the UP Express Airport Employee Program, Airport employees will have the ability to purchase a Weekly UP Express Pass, or a One-Way UP Express e-ticket at a discounted rate (the “Airport Program Fare”) online at [www.upexpress.com](http://www.upexpress.com).

Note: Airport Employee discounted tickets must be purchased online and are no longer available for purchase from UP Express Service Counters at Union or Pearson stations.

Fares under the UP Express Airport Employee Program are subject to increase at any time. Tickets purchased by you through the UP Express Airport Employee Program cannot be sold to any other person or entity.

You acknowledge that UP Express has the right to monitor your participation in the UP Express Airport Employee Program to ensure compliance with these Terms and Conditions.

## Weekly Unlimited Travel Pass

The Weekly Pass is valid for unlimited travel by the Airport employee to which the ticket was issued.

- Weekly Passes are for unlimited trips between any selected origin ⇔ destination stations in either direction
- Weekly Passes are valid from Monday at midnight through Sunday at 23:59
- Once used, Weekly Passes will expire on the last day of the week (Sunday) at the end of service day
- Once activated, Weekly Passes are **non-refundable**.
- Use is restricted to airport employees with a valid RAIC or a valid employee photo identification card

### One-Way Tickets

Each One-Way ticket is valid for one trip between any selected origin-destination stations in either direction. Airport Employee Program tickets are valid for two (2) days. The one (1) year expiration and refund policy for standard UP Express e-tickets do not apply for Airport Employee discounted e-tickets.

Use is restricted to persons who are eligible to qualify for the UP Express Airport Employee Program. If you violate the terms and conditions herein you may be excluded from the program at UP Express' sole discretion.

### Accounts

To participate in the UP Express Airport Employee Program on the website, you will be required to register with UP Express at the **Service Counter** at either Pearson Airport in Terminal 1 or at Union Station. Once registration is verified, you will have to create an online account at **www.upexpress.com**.

### Suspension or Termination

UP Express may suspend or discontinue the UP Express Airport Employee Program at any time and for any reason.

UP Express may suspend or terminate your participation in the UP Express Airport Employee Program at any time and for any reason.

### Electronic Communications

If you create an account through the UP Express website, you consent to receive communications about your participation in the UP Express Airport Employee Program from UP Express electronically. We will communicate with you primarily by email. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **13. CHANGES TO THESE TERMS AND CONDITIONS**

UP Express may amend these Terms and Conditions at any time without notice, including any rights or obligations you or we may have. UP Express will post the amended Terms and Conditions on the UP Express Website. As permitted by applicable law, any amendment will become effective at the time we post the amended Terms and Conditions on our website. Unless we state otherwise, the amendment will apply to your future and existing use of UP Express. You are deemed to accept the amended Terms and Conditions if you use UP Express after such amendments are made.

## **14. CUSTOMER INQUIRIES & DISPUTE RESOLUTION**

If you have any questions or concerns, please feel free to contact UP Express Contact Centre.

You agree that you will not join your claim with any other person's claim and you expressly

agree to waive any right you may have to begin or participate in any class action or proceeding against us and/or such parties, and you also agree to opt out of any class action or proceeding against us or such other parties.

Inquiries specific to PRESTO contactless payment including customer transaction history, fare dispute, removal from deny list and refunds, please contact:

UP Express Contact Centre:  
1-844-GET-ON-UP (438-6687)  
Local: 416-869-3300  
TTY: #711 or call 1-800-855-0511  
Fax: 416-869-1662

OR

PRESTO Contact Centre:  
Within Canada/US: 1-877-378-6123  
Outside Canada/US: **416-814-9390** (long distance charge may apply)  
TTY: #711 or call 1-800-855-0511  
PRESTO Customer Service Email: [info@prestocard.ca](mailto:info@prestocard.ca)  
PRESTO Website: [www.prestocard.ca](http://www.prestocard.ca)  
PRESTO App: [www.prestocard.ca/en/about/presto-app](http://www.prestocard.ca/en/about/presto-app)

## 15. GENERAL

### Assignment

UP Express may assign these Terms and Conditions at any time without further consent. You may not assign the obligations or benefits of these Terms and Conditions.

### Severability

The invalidity of any term or terms of this document shall not affect any other term of this document, which shall remain in full force and effect.

### Language

It is the express wish of the parties that this document and any related documents be drawn up and executed in English.

### Governing Law

This document shall be governed by the laws of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of the Province Ontario.

Please note that these Terms & Conditions are subject to change. Always check [www.upexpress.com](http://www.upexpress.com) for the most up to date Terms & Conditions.

## 16. DEFINITIONS

“**Agent**” means a travel agent, a Train Company, a Rail Service Company, Union Pearson Express or any agents acting on behalf of UP Express.

“**Courtesy Ticket and Complimentary Tickets**” means a paper-based ticket issued to guests upon time of inspection by an UP Express Station Ambassador fare inspection

officer. Guests must meet specific criteria as outlined above. These tickets are non-refundable and have no redeemable cash value.

**“Mobile Wallet”** refers to contactless form of payment which enables you to make secure payment instead of using your physical credit and debit cards.

**“E-Tickets”** refers to tickets purchased online from [www.upexpress.com](http://www.upexpress.com). These tickets can be printed and/or displayed on a mobile device for inspection purposes.

**“GO Transit Student ID Card”** is an electronic student ID card that post-secondary students require to have when travelling on UP Express and GO Transit services. Applying for a GO Transit Student ID card can be easily done [online](#).

**“GO Transit”** means the regional public transit service provider for the Greater Toronto and Hamilton Area. GO Transit is an operating division of Metrolinx, an agency of the Government of Ontario.

**“GTAA”** means the Greater Toronto Airports Authority, responsible for operations at Toronto Pearson International Airport.

**“Guest”** means any passenger or customer using UP Express System.

**“Inspection Fine”** is the amount issued to a passenger or customer using UP Express System who is unable to provide a valid proof of payment upon inspection. Fines are issued for failed inspections (no tap-on found), and fine amount issued vary dependent on frequency of offences. Passengers or customers with four or more offences will be automatically served a Notice of Violation (NOV)/Provincial Offense Notice (PON) and a set fine of \$200.

**“Metrolinx”** means the agency of the Government of Ontario that, under the Metrolinx Act, 2006, coordinates and integrates all modes of transportation in the Greater Toronto and Hamilton Area.

**“Paper tickets”** refers to tickets purchased at a ticket vending machine, at a ticket counter, or through a mobile Station Ambassador, and expire sixty (60) minutes from time of purchase unless otherwise indicated.

**“Post-Secondary student”** refers to anyone enrolled full-time in a post-secondary education (regardless of age) in the GTA.

**“PRESTO contactless”** is a simple way to pay for and travel on UP Express that allows you to tap your credit card, debit card, or these cards in a mobile wallet on a phone or watch directly on a PRESTO Fare Payment device to pay for a fare.

**“Proof of Age”** means identification including Canadian school-issued ID or a government-issued photo ID, passport or any other reasonable proof of age document which bears the guest’s photo, name and birth date.

**“Proper Authority”** has the meaning ascribed to it in Metrolinx By-law No. 2.

**“Station Ambassador”** is an agent that works solely on the UP Express system.

**“Support Person”** means a Guest who is accompanying a person with a disability and who assists with communication, mobility, vision, personal care/medical needs or with

access to goods, services or facilities. Support Person eligibility is at the discretion of UP Express staff.

“**Ticket**” has the meaning ascribed to it in Metrolinx By-law No. 2.

“**Unpaid Fares**” refers to uncollected fares from your contactless payment media due to insufficient funds or otherwise declined transaction issued by your issuing financial institution when payment is submitted.

“**UP Express Staff**” refers to Station Ambassadors, Station Attendants, Transit Safety Officers, Revenue Protection Officers, or any or all staff employed by UP Express and/or Metrolinx.

“**UP Express System**” means all trains (or other vehicles) and stations operated by or on behalf of UP Express including Toronto Pearson International Airport, Weston, Bloor and Union stations.

“**Youth**” refers to guests age between 13 to 19 years of age.