

Section 9 – katpay Terms of Use

The following terms and conditions (the “Terms”) govern the access to, and use of, the KAT Fare Payment System (“katpay”) as a user (in their individual capacity, “user” or generally, the “users”) for services provided by KAT, with sales provided by Masabi LLC (“Masabi”), including, without limitation, provisions of the Transit app software application (“App”), related products, and customer support services. For the purposes of these Terms, katpay does not include any physical transit services provided in connection with the purchase and use of Account-Based & Contactless Payments (defined in section i).

i. Account-Based Payments (ABT)

KAT shall use any of the following mechanisms to receive payment for travel: (1) Pre-paid stored value mobile account (“mobile katpay account”), a physical pre-paid stored value smartcard account (“katpay smartcard account”), which when any mechanism holds appropriate value by the User, the value is valid for use on a KAT operated vehicle.

Stored value can be loaded to your katpay account in any of the following ways:

- Transit app via a user’s valid debit or credit card
- Cash or debit/ credit card via KAT’s approved third party retail outlets (“katpay retail locations”) (retail locations may require a minimum purchase amount to use a debit/ credit card; minimum amount may vary store to store - where applicable)
- Debit or credit card through katpay Web Portal; or
- KAT Customer service counter

Stored value will be displayed in the “Account Balance” section of the Transit app. The appropriate mobile account balance must be loaded, available, and must be activated using the Transit app prior to boarding a transit vehicle. KAT is not responsible for any user’s mobile device functionality, display condition, including lack of power to display the proper information for proper payment of fares.

Physical katpay cards for users wanting to utilize a katpay smartcard account are available for purchase at the KAT Customer Service Counter during posted business hours. Users may reload value into their katpay card at katpay retail locations. KAT is not responsible for the availability of retail locations including hours and locations. katpay retail locations are not staffed with KAT employees and have no direct affiliation with KAT, therefor KAT is not responsible for any actions of katpay retail location employees or events that may occur while at a katpay retail location.

A fee of \$4.00 will be applied to any transaction where a katpay card is issued (subject to change). Any total value loaded to mobile or smartcard accounts, will be less any negative balance held prior to the transaction, plus any card fees (where applicable).

For stored value purchased with a debit or credit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/ credit card details will be stored on our systems.

ii. ABT Fare Payment Transactions

Standard fare cost is \$1.00 per trip, or \$.50 discounted fare per trip.

- a. Discounted fare is available to those who qualify. Only eligible individuals may make a discount fare payment, and you must be able to present proof of eligibility when using your katpay account.
- b. It is the responsibility of the user to contact KAT Customer Service to request discounted fare prices are enabled in their katpay account.
- c. For more information on fares, discount fare qualification requirements and approved ID types, visit www.katbus.com/fares.

A minimum single transaction amount of \$1.00 must be loaded to your katpay account, with a maximum single transaction amount of \$100.00 (subject to change). The 'ABT Payment' section above describes the ways in which value can be loaded to the account.

The katpay fare system utilizes fare capping. katpay account usage is tracked, and standard fares are capped at a daily and monthly rate of \$2.00 per day, or \$30.00 per 30 days. Discounted fares are capped at \$1.00 per day, or \$15.00 per 30 days.

You shall keep the equivalent to that of KAT's required standard fare payment to board the vehicle. Where you hold a negative stored value balance, you shall be denied boarding on the vehicle for having insufficient funds available, unless the account is fare capped, in which a positive balance is required following the completion of the fare capped period. You shall pay all costs, including attorney's fees, incurred by KAT to collect any monies due to KAT.

iii. katpay Token Validation

Passengers using a katpay account must scan their mobile katpay account barcode, or tap their katpay card on the validator every time they board the bus. Passengers with discounted fare enabled on their account may be required to show photo ID.

The security of your katpay token, mobile phone, physical smartcard and accounts are your responsibility. KAT assumes no responsibility for any damaged, lost or stolen mobile devices or smartcards. KAT will not provide a duplicate or replacement device or smartcard.

Please ensure you have sufficient battery charge to show to the driver and/ or validate your katpay token via an onboard validation device, as KAT does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

The appropriate balance must be loaded prior to boarding a transit vehicle. Please allow time for the App to load while waiting for the bus. If, for any reason, the katpay mobile account or katpay card is not accepted for fare payment on a participating Service Provider, user may be asked by the Service Provider to pay your fare in U.S. currency. No refunds will be given.

You may be asked to show your katpay mobile account or katpay card to a member of KAT staff or another authorized person at any time.

KAT reserves the right to refuse travel on invalid tokens or if used on a stolen phone. katpay tokens are not transferable and may only be used by you and may not be shared.

If a smartcard has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the Transit app you will also delete your tokens. If you reinstall the App on the same device it was deleted, you will be able to display your token. You cannot print or transfer tokens.

Your katpay token will be issued to you via KAT's partner, Masabi. The use of a token to travel creates a contract between you and KAT for the provision of the transport services that token allows you to use. It is KAT that provides these services to you under a token and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any KAT vehicle, the KAT network, your use of any services provided under a token or for your use of the Transit app).

KAT is not responsible for any refunds or credits as a result of card clashing. Card clashing happens when you accidentally touch more than one smartcard on the payment reader at the same time. You must keep your Contactless Payments and smartcards away from each other when utilizing the payment reader to ensure the correct fare is paid. The "correct fare" is defined as paying no more than the published KAT fare for your journey at the time of transaction(s). In order to pay the right fare, you

must also use the same token (mobile katpay account or katpay card), when paying fare at the payment reader. KAT is not responsible for any refunds or credits as a result of you using multiple tokens.

Each rider who downloads the App or utilizes a smartcard creates a contract with KAT for transport services. KAT hereby indemnifies Masabi for any liability to you in relation to these services or their availability or performance (including any use or access to any KAT operated vehicle, KAT network, and use of any services provided of a mobile account contactless payment or any use of the Transit app).

iv. Transit App Mobile Application & katpay Web Portal

The Transit app, katpay Web Portal, and the respective contents thereof are protected by US and international copyright, trademark laws, and other laws. Unauthorized use of the Transit app, katpay Web Portal, or their respective contents may violate such copyright, trademark, and other laws.

No user owns any portion of katpay or any information that is provided through the App, katpay Web Portal, or by KAT or its third-party service providers. However, each user is granted the limited, non-exclusive, revocable, non-transferable license to download, install, and use the App on the User's mobile device, and to access and use the katpay Web Portal, to utilize or load value to the Users Mobile Account and access certain information relating to the katpay system in accordance with these Terms.

The Transit app and katpay Web Portal ("Web portal") are provided on an "as is" basis, and each Passenger uses them at their own risk. KAT shall endeavor to use reasonable care and skill in providing the App and Web Portal, within a reasonable time, in accordance with these Terms. Otherwise, except as and where expressly provided in these Terms, KAT specifically disclaims any representations, endorsements, guarantees, and warranties regarding the App, Web Portal, or their respective contents, or any other services or products provided in connection therewith, including any warranties that the App or Web Portal will be provided without interruption, or that the App, Web Portal or any associated content will be secure, accurate, current, complete, or error-free.

All products, services, or content provided by third parties are provided "as is" and any representations or warranties of or concerning any such third-party products, services, or content are strictly between you and the third-party providers.

v. Registration of Account Based Ticketing and Accounts

You may register multiple tokens including, but not limited to, mobile barcodes through the Transit App and katpay cards. Riders choosing a katpay card account are not required to register, and can remain anonymous, however you will lose the ability for KAT to temporarily close the account in the event of a lost or stolen katpay card or have the availability to potentially other promotional offers and account benefits made through information gained during the registration process. If you opt to utilize a mobile katpay account, you must first register for an account on the Transit app.

Where you register a Mobile katpay account with full access to your transaction history and other information, in addition to an email address, you may be required to provide certain other information (“Registration Data”). The following conditions will apply all of your Registration Data:

- you agree that the Registration Data provided by you is accurate, complete and will be kept up-to-date. Failure to do so will constitute a breach of these Terms and may result in a termination of your account and access to the App without notice.
- you are responsible for maintaining the security and confidentiality of your account user identification (“User ID”) and password. You are solely responsible for all activities that occur through the use of your User ID, password, and mobile device.
- you shall not access or use, or attempt to access or use, the App using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify KAT of any unauthorized use of your User ID or password.
- you may be asked via an email message from KAT or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by KAT without notice. Once your account has been deleted, your account information may be retained or removed by KAT in accordance with the Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), a United States federal law.

If you opt to utilize a katpay card, registration is available through the online Web Portal at <https://katbus.justride.tickets/>. When you choose to register for an Account with full access to your transaction history and

other information, in addition to an email address, you may be required to provide certain other information (“Registration Data”) as well.

- you agree that the Registration Data provided by you is accurate, complete and will be kept up-to-date. Failure to do so will constitute a breach of these Terms and may result in a termination of your account and access to the Web Portal without notice.
- you are responsible for maintaining the security and confidentiality of your account user identification (“User ID”) and password. You are solely responsible for all activities that occur through the use of your User ID, password, and mobile device.
- you shall not access or use, or attempt to access or use the App using the identity or the Registration Data of any person other than your own.
- you agree to immediately notify KAT of any unauthorized use of your User ID or password.
- you may be asked via an email message from KAT or Masabi to confirm your Registration Data from time to time. If such information is not confirmed, your account may be deleted by KAT without notice. Once your account has been deleted, your account information may be retained or removed by KAT in accordance with the Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), a United States federal law.

vi. Availability & Updates

A katpay token can be used on all KAT fixed route bus service. Travel is based on fare applicability on KAT services at the time of boarding the service. You may not start your trip on a KAT vehicle until you have a valid token.

KAT has the right, at its sole discretion, to suspend access to a Mobile Account or Smart Card Account available through the App at any time and for any reason, with or without notice. Except KAT suspects fraudulent activity or believes that a rider is seeking to access or use a Mobile Account or Smart Card Account other than in accordance with these Terms, KAT will use reasonable efforts to only suspend access when carrying out maintenance on the App, or Masabi’s systems for supporting it.

KAT reserves the right to issue updates to the App, in which case you may not be able to continue use of the version of the App installed on

your mobile device without downloading the latest update. KAT recommends that you download and install all updates issued. KAT is not liable for errors which become apparent in old versions of the App.

vii. Data charges

The App is free, but data charges may be incurred to you by your cell phone network provider. The App requires a correctly configured and functional wireless internet data connection for (i) the initial download and installation of the App onto a mobile device; (ii) periodic purchases of stored value through the App; and (iii) accessing updates on your account balance or account status. You are responsible for any such costs. KAT will not take responsibility for any connectivity issues you may experience. You do not need to have a functional wireless internet data connection in order to board vehicles.

viii. Termination and Inactive Accounts

If you violate these Terms or any policies or guidelines posted on the App, then KAT shall have the right to immediately terminate your access or block Contactless Payments accounts to use the App and all access to your Mobile Account or Smart Card Account. KAT reserves all of its other rights at law and in equity.

An "Inactive Account" occurs when an account has been inactive for more than [one year]. If the KAT closes an Inactive Account, the remaining funds in the Inactive Account shall become the property of the KAT and the Account will be closed.

ix. Materials, Ownership and Restrictions on Use

The Transit app and katpay Web Portal are not directly operated by KAT and is owned by third-party licensors (including without limitation Masabi and Transit) and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of KAT, Transit, or Masabi or their respective licensors. You may not copy (other than copies made incidentally on a user's mobile device or other computing device in the course of a user's use of the App or Web Portal), reproduce, republish, upload, post, transmit or distribute the App or any of its content without the prior written permission of KAT and

its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the App or Web Portal except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the App. Use or downloading of the App and Web Portal is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the App or Web Portal, you agree to such terms and conditions. The Transit app and katpay Web Portal is supplied to you by KAT and neither Masabi, Transit, nor any of KAT's other third-party licensors shall have any liability to you arising out of or in connection with the App.

x. Liability Disclaimer

KAT is not responsible for any loss or damage which any user may suffer in relation to the use of KAT transit services in connection with katpay Account based Payments, Mobile and Smartcard Accounts, katpay Retail Locations, Transit app, or the katpay Web Portal (including delays, cancellations, or disruption to transit services). Any further Terms imposed by KAT regarding transit services will apply to all such transit services provided to in connection with account-based Payments, Mobile and Smartcard Accounts accessed through those mechanisms described in Section 1 and Participants should read such additional terms and conditions carefully.

All third-party suppliers of products, services, or content accessible through links contained within katpay, Transit app, katpay retail Locations, or the katpay Web Portal are independent entities and KAT is not responsible or liable for any wrongful act or omission on the part of any such third parties, for any products or services provided by such third parties, or for any of the content on such third-party websites. If a User decides to access linked third-party websites, the User does so entirely at the user's own risk. When you visit another site, please review their terms of use.

In no event will KAT, Transit, nor Masabi be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of the use or misuse of, or inability to access or use katpay, Transit app, katpay Retail Locations, the katpay Web Portal, or any Contactless Payment, Mobile or Smartcard Accounts, or products provided in connection therewith, whether or not KAT, Transit, or Masabi has been advised of the possibility of or foreseen such losses or damages and howsoever caused or arising, whether based on breach of

contract, tort (including negligence), product liability, or any other theory of legal liability.

xi. Legal responsibility

KAT may amend or update these Terms from time to time. Whenever you make a transaction via the App, you will be asked to confirm your acceptance of the most up-to-date version of these Terms. If you do not agree to any changes, you shall not be permitted to use the App.

These Terms (as may be amended, updated, or supplemented from time to time) are intended by KAT to set out the entire agreement between KAT and riders with respect to a riders' use of, and the provision by KAT, of the katpay and the App. KAT recommends that you read them carefully to protect your own interests and to ensure that you understand your rights and obligations hereunder. The use of Mobile Accounts and Smart Card accounts, and any transactions made through the mechanisms described in the 'ABT Payments' section, are governed by the laws in force in Tennessee and the United States. You agree and submit to the exclusive personal jurisdiction and venue of the courts located in Tennessee. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

If you lose your mobile phone with a valid token saved on it, please call our customer support number at 865-637-3000 where you can request that any tokens associated with your Account be blocked. Any tokens remaining on your account can be transferred to your new mobile phone.

KAT may cease to operate the service at any time, in which case the values of any balance associated with unused tokens at that time will be refunded.

xii. Privacy and Data Collection

KAT is subject to the Privacy Act of 1974 and strictly adheres to the principles contained therein. The Registration Data and any other personal information provided by the User in connection with katpay will be used for the purposes of processing the Account, providing the user with katpay (including support), and communicating with the Participant regarding katpay and the User's account.

In order to make the katpay available to Users, KAT will need to share Users' information with some of its katpay Retail Locations, including

Masabi, Transit app, credit card payment processing agencies, and financial institutions. These parties may also need to collect certain financial and other additional information about you. Masabi's privacy policy (available at <http://www.masabi.com/privacy-statement>) explains how it will use the information which the User has provided in connection with katpay.

By using katpay, Transit App, katpay Retail Locations, and katpay Web Portal, users consent to the collection and use of users' information in the manners and for the purposes as aforesaid. Please direct any inquiries regarding KAT's use of this information to connect@katbus.com.