

BC Ferries Assured Loading Card Terms and Conditions – effective November 1, 2011

**British Columbia Ferry Services Inc.
("BC Ferries" or "We")
BC Ferries Assured Loading Card**

Terms of Use and Agreement

IMPORTANT -- PLEASE READ: This Assured Loading Card Terms of Use and Agreement ("Agreement") outlines the terms and conditions that apply to your use of your BC Ferries Assured Loading Card. By using the BC Ferries Assured Loading Card, you agree to the terms of this Agreement.

A. RULES AND RESTRICTIONS WITH RESPECT TO ASSURED LOADING TICKETS:

1. Once your BC Ferries Assured Loading Card has been registered, you may purchase Assured Loading Tickets ("ALTs") for your BC Ferries Assured Loading Card online at www.bcferrries.com or in person at any BC Ferries Terminal Administration Office or Ticket Booth where ALTs are accepted. For a list of locations where ALTs are accepted, visit www.bcferrries.com, or call 1 888 BC FERRY (1 888 223 3779).
2. ALTs expire on the last day of the 24th month from the date of purchase, after which time expired ALTs will not be accepted at point of sale. The value of expired ALTs is not refundable but may, for a period of six (6) months after expiry only, be used toward the purchase of new ALTs. Current product balance and expiry dates are available at point of sale, on BC Ferries' website at www.bcferrries.com, in person at any participating BC Ferries Terminal Administration Office or by calling BC Ferries' Customer Service Centre at 1 888 BC FERRY (1 888 223 3779).
3. BC Ferries reserves the right to limit the number of assured loading spaces on each sailing or to deny assured loading privileges during periods of peak demand and/or reduced capacity as determined by BC Ferries in its discretion.
4. BC Ferries reserves the right to limit ALT quantities held on the BC Ferries Assured Loading Card to a maximum of \$3,000 worth of ALTs. BC Ferries may change the maximum and minimum amounts at any time by notifying you at the point of sale, by email message to the address you provided on your Assured Loading Card registration, by phone when you call, or on the BC Ferries website, and such notice of change shall constitute an amendment to this Agreement.
5. ALTs are valid only when presented to a BC Ferries Ticket Agent at least 20 minutes before the SCHEDULED departure time of the ferry where ALTs are accepted.
6. ALTs are non-refundable and non-transferable.
7. BC Ferries Assured Loading Cards containing ALTs may be presented in payment of one driver fare and one passenger vehicle up to 2.13 m (7') in height. ALTs are for single vehicles only, and cannot be used for vehicles towing a trailer.

8. BC Ferries Assured Loading Cards containing ALTs may be presented at all open ticket booths regardless of the displayed destination at the ticket booth.
9. If you use your BC Ferries Assured Loading Card to gain priority access to a ticket booth, ahead of a queue, and you do not have sufficient existing ALTs on your BC Ferries Assured Loading Card prior to such time, you will be required to return to the end of the queue.
10. If you are travelling as part of a group with more than one vehicle, you may redeem more than one ALT per sailing. However, BC Ferries reserves the right to limit the number of ALTs redeemed by you per sailing. ALTs are subject to changes in fares, tariffs or surcharges affected prior to use, such increased amounts to be paid prior to boarding. For current fares, see "Fares" at www.bcferrries.com.

B. BC FERRIES ASSURED LOADING CARD GENERAL TERMS

1. Any travel associated with the use of the BC Ferries Assured Loading Card is subject to BC Ferries' Conditions of Carriage, available at www.bcferrries.com or at any Terminal Administration Office.
2. Cards are non-transferable and ALTs are only redeemable by the registered cardholder at participating BC Ferries locations. Your BC Ferries Assured Loading Card is reusable and has no value until it is loaded with ALTs.
3. BC Ferries reserves the right to not accept any BC Ferries Assured Loading Card or otherwise limit use of a BC Ferries Assured Loading Card if it reasonably believes that the use is unauthorized, fraudulent or otherwise unlawful.
4. All ALT amounts loaded onto your BC Ferries Assured Loading Card are held and denominated in Canadian Dollars.
5. **Registration.**
 - (a) **Registration of Assured Loading Cards is mandatory. To register your BC Ferries Assured Loading Card**, visit www.bcferrries.com and complete and submit the card registration form. After the form has been completed and submitted to BC Ferries, you will receive a confirmation email message ("Confirmation Email") from BC Ferries. In order to activate your card, you must click on the link provided in the Confirmation Email. Your card will not be valid until activated. No ALTs may be loaded onto a new BC Ferries Assured Loading Card until it has been activated.
 - (b) Registering your BC Ferries Assured Loading Card or updating your account profile information requires that you provide personal information including name, address, phone number, email and password.
 - (c) With your registered BC Ferries Assured Loading Card, you will receive:
 - (i) **Access to your account on-line.** With your email and password (provided at time of registration) you may access your BC Ferries Assured Loading Card profile and usage information by visiting www.bcferrries.com. Information available to registered cardholders

includes balance summary, transaction details for the previous 36 months and the ability to review and update profile information.

- (ii) **Loss protection.** Cardholders whose BC Ferries Assured Loading Card is registered may report their card lost or stolen by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779), or in-person at the participating Terminal Administration Office. Any ALTs on the card will be frozen as of the time of the report and the card will be cancelled, rendering it unusable. The remaining ALTs may then be transferred to a new BC Ferries Assured Loading Card. To transfer your ALTs, call the BC Ferries Customer Service Centre at 1 888 BC FERRY (1 888 223 3779) or go in-person to any participating BC Ferries Terminal Administration Building. Customers may be required to answer a series of questions or present picture ID to confirm their identity. Your replacement card can be registered on your existing customer profile for continued loss protection.
- (iii) **Setup Auto-Purchase.** Registered cardholders may configure the ability to have ALTs automatically purchased or loaded for use on their BC Ferries Assured Loading Card when ALT quantity reaches a level provided. You will be required to provide credit card information to use this feature. A receipt with transaction details will be emailed to you at the email address provided on your profile. You may cancel this feature at anytime by accessing your account at www.bcferrys.com or by calling the BC Ferries Customer Service Centre at 1 888 BC FERRY (1 888 223 3779).
- (iv) **Save Card on File.** Registered cardholders can save a credit card on their account for on-demand transactions. You will be required to provide credit card information to use this feature. You can set up or cancel this feature at any time by accessing your account at www.bcferrys.com, by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779) or in person at any participating BC Ferries Terminal Administration Office.

6. **Liability for Unauthorized Transactions.**

Because your BC Ferries Assured Loading Card is used like cash, you are responsible for all transactions associated with your BC Ferries Assured Loading Card, including unauthorized transactions.

7. **Account Information.**

- (a) **Travel and Transaction History Reports:** Registered BC Ferries Assured Loading Card users will have access to travel and transaction history reports showing all travel and transactions that have taken place on the card for up to 36 months.
- (b) **Online (Internet) access:** Registered Assured Loading Cardholders may access their account online. See Registration section above.
- (c) **Phone access:** Cardholders may obtain their Assured Loading Card balance information by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779) and using the Automated Voice Response system or by speaking with a Customer Service Representative. You will be required to

- (d) provide your BC Ferries Assured Loading Card number and Card Verification Number found on the back of your card.
- (e) **In Person:** Cardholders may receive account information and transaction details in-person at participating BC Ferries ticket booths and Terminal Administration Offices.
- (f) **Point of Sale Usage Report:** Whenever you use your BC Ferries Assured Loading Card at Point of Sale, you will be provided a "BC Ferries Assured Loading Card Usage Report" with your receipt. This report will list ALTs currently on your card.

8. **Privacy Statement.**

For information concerning how we collect, use and disclose personal information, please refer to our privacy statement at http://www.bcferrries.com/privacy_statement.html.

Additionally, BC Ferries may analyze aggregated, non-identifiable customer information collected from registered BC Ferries Assured Loading Card customers for the purposes of developing or enhancing products and services that meet the needs of our customers.

9. **Changes to this Agreement.**

We may amend the terms of this Agreement at any time, including any rights or obligations you or we may have. We will post the terms of the modified agreement on our website at www.bcferrries.com. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our website or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing BC Ferries Assured Loading Cards. You are deemed to accept the changes, additions or deletions if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our posting thereof or such other time specified with such posting, or (2) you use your BC Ferries Assured Loading Card during or after such notice period. If you do not accept the changes, additions or deletions, your BC Ferries Assured Loading Card will be cancelled and any ALTs remaining on your BC Ferries Assured Loading Card will be refunded to you.

10. **Cancellation of this Agreement.**

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from fraudulent or unauthorized use of the BC Ferries Assured Loading Card. If we terminate this Agreement without cause, we will refund an amount equal to the balance held in your BC Ferries Assured Loading Card account less any amounts that you may owe us. In the event that this Agreement is terminated, this section shall survive in accordance with its terms.

11. **Errors, Corrections, Omissions.**

We reserve the right to correct the balance of your BC Assured Loading Card account if we believe that a clerical or accounting error occurred. If you have questions regarding your transaction history, or if you dispute any transaction or correction that has been assessed against your BC Ferries Assured Loading Card, please call our customer service department at 1 888 223 3779. We will conduct an investigation

and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error is found, we will communicate an explanation. We will have no liability for any error unless you contact us within sixty (60) days of the date of the transaction in question. We recommend that you monitor your transactions and account balances closely.

12. **Governing Law – British Columbia.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein notwithstanding any conflict of law rules.

13. **Dispute Resolution.**

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

- (a) **Binding Arbitration:** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our affiliated companies) arising out of or relating to this Agreement or your use of the BC Ferries Assured Loading Card will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.
- (b) **Arbitration Procedures:** You must first present any claim or dispute to us by contacting our Customer Service Centre to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 120 days. The arbitration of any dispute or claim shall be conducted in accordance with the *Commercial Arbitration Act* (BC) as modified by this Agreement. Unless you and we agree otherwise, any arbitration will take place in Vancouver, British Columbia, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class-wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.
- (c) **Costs of Arbitration:** All administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will

bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

- (d) **Waiver of Punitive Damage Claims and Class Actions:** By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

14. **Disclaimers and Limits of Liability.**

BC FERRIES AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BC FERRIES ASSURED LOADING CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. BC FERRIES DOES NOT REPRESENT OR WARRANT THAT YOUR BC FERRIES ASSURED LOADING CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED.

IN THE EVENT THAT BC FERRIES OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR BC FERRIES ASSURED LOADING CARD. BC FERRIES AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BC FERRIES OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A BC FERRIES ASSURED LOADING CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

The laws of certain provinces or other jurisdictions may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

15. **Assignment.**

We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We will then be released from all liability. The assignee shall have the same rights and obligations as BC Ferries and shall agree in writing to be bound by the terms and conditions of this Agreement.

16. **Entire Agreement; Construction.**

This Agreement is the complete and exclusive statement of agreement between you and British Columbia Ferry Services Inc., and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

17. **Inquiries or Questions.**

If you have any questions regarding this Agreement or your BC Ferries Assured Loading Card, please visit our website at www.bcferrys.com or call us at 1 888 BC FERRY (1 888 223 3779).