

**MBTA'S WEBSITE AND ELECTRONIC FARE MEDIA PRIVACY POLICY  
( DECEMBER 15<sup>TH</sup>, 2006)**

As part of our commitment to providing our customers with quality service, we have adopted the "Website and Electronic Fare Media Privacy Policy" below. This policy is intended to explain how we protect and treat information you may provide to us through participation in one of our electronic fare media programs and through the use of our Website. Protecting your privacy is one of our top priorities and we would like to ensure that you have a chance to understand how the information we collect from you through your participation in our electronic fare media programs and our Website will be treated. Printer friendly PDF version (73KB) (Requires Adobe Acrobat<sup>TM</sup> Reader Version 5.0 or higher.)

## TABLE OF CONTENTS

1.	Privacy Policy And Your Acceptance And Consent .....	1
2.	The Connection between Information We Ask For And Our Services .....	1
3.	The Types Of Information You May Provide.....	1
4.	Your Choices Concerning Personally Identifiable Information .....	2
4.1.	Order Forms .....	2
4.2.	Electronic Fare Media; Managed Accounts.....	2
4.3.	Corporate Pass Program.....	3
4.4.	Reduced Fare Program.....	3
4.5.	Location Information .....	3
4.6.	T-Service Alert Program.....	4
4.7.	Cookies .....	4
4.8.	Personalized Webpage Services .....	4
4.9.	Trip-Planning Services.....	4
4.10.	Search-Term Recall .....	5
4.11.	Downloads .....	5
4.12.	Email Address and Other Communications.....	5
4.13.	Surveys.....	6
4.14.	Employment Related Information.....	6
5.	No Unrelated Third Party Is Given Access To Your Personally Identifiable Information .....	6
6.	How To Obtain Access To Information You Have Provided, And How To Remove Your Information From Our Database .....	6
6.1.	Electronic Fare Media.....	6
6.2.	Personalized Webpage .....	7
6.3.	T-Service Alerts .....	7
7.	Opt-In Right Concerning Certain Information, Products and Services .....	7
8.	Public Records Requests.....	7
9.	Information That Does Not Identify You: Aggregate Information .....	8
9.1.	Ridership Information.....	8
9.2.	Cookies .....	8
9.3.	Fraud Detection.....	9
9.4.	IP Addresses.....	9

9.5.	Clickstream Data.....	9
10.	Any Information Linked With Your Personally Identifiable Information Is Protected As “Personally Identifiable Information” .....	9
11.	How We Safeguard Information We Collect.....	10
12.	Exceptions.....	10
13.	Retention Period.....	11
14.	Compliance .....	11
15.	Scope Of Policy .....	11
16.	Definitions.....	11
17.	Additional General Provisions.....	13
17.1.	Privacy Protection for Children .....	13
17.2.	Changes to Policy .....	13
17.3.	Disclaimer Notice .....	13
17.4.	Site Privileges .....	14
17.5.	Choice of Law and Jurisdiction .....	14
17.6.	Fees for Disclosed Records.....	14
17.7.	Fees for T-Service Alerts .....	14
17.8.	Links .....	14
18.	Contact Us.....	14
19.	Complete Agreement. ....	14

## **1. Privacy Policy And Your Acceptance And Consent**

Please read this Privacy Policy carefully; it constitutes the agreement between you and the MBTA regarding your providing, and our collection and use of, personal, financial and other information you may provide us (i) while using our Site, (ii) while enjoying the benefits of our Website Services, (iii) while signing up for our services or Electronic Fare Media Programs via the telephone, or (iv) while participating in our Electronic Fare Media Programs via this Website. This Privacy Policy only applies information transmitted through this Website. This Policy does not apply to information that you provide or the MBTA collects through means other than those discussed above, such as through traditional mailings or telephone calls.

By using our Website you consent to this Privacy Policy. In addition, when you choose to participate in an Electronic Fare Media Program or Website Services program that requires the use of personal information, we will further confirm you consent to this Policy, by asking you click an "I accept" button referring to this Policy.

## **2. The Connection between Information We Ask For And Our Services**

We only ask for, and compile, personal information that is needed to provide you with the product or service that you seek from us. For Electronic Fare Media that provide a high level of functionality, we generally require a greater amount of information, and a broader scope of use for this information. In addition, participation in a Reduced Fare Program requires that you provide us with contact information and other personal information to demonstrate eligibility for the Program, and that you allow us broader abilities to use that information in order to run the Reduced Fare Program.

Participating in certain Website Services programs, such as the T-Service Alert program, also requires that you provide us with certain personal information.

If you are uncomfortable with providing the requested level of information, or with our use of this information for the particular purposes identified, you may simply decline to order that level of service or participate in that particular program. We offer Electronic Fare Media that do not require you to provide us with any personal information, although these Media provide you with no special services on our system, and do not allow you to participate in the Reduced Fare Program. Regardless, even if you choose not to provide us with personal information, you can still enjoy a wide range of features on our Website. You will not, however, be able to participate in those Website Services programs that rely on a level of personal information, such as the T-Service Alert Program, or our Personalized Webpage Service.

Please read on to learn more about this relationship between personalized services and your personal information, and about your ability to tailor the MBTA services you seek with your wishes regarding the use of your personal information.

## **3. The Types Of Information You May Provide**

Information you may provide while visiting our Site or participating in an Electronic Fare Media Program falls into two broad categories: personally identifiable information and aggregate

information. We use the term “Personally Identifiable Information” to mean any information that could reasonably be used to identify you, including your name, address, email address, birth date, financial information, photograph, telephone number or any combination of information that could be used to identify you. “Aggregate Information” is information that does not identify you, and may include statistical information concerning use of MBTA transportation services, or the pages on our Site that users visit most frequently. Our Privacy Policy governs both categories of information as detailed below.

#### **4. Your Choices Concerning Personally Identifiable Information**

You decide whether you wish to provide us with Personally Identifiable Information. You have the option to buy Electronic Fare Media and elect not to “link” your personal information in our system with the Electronic Fare Media you have purchased. You also decide whether you wish to participate in Website Services that rely on personal information. We have structured our Website so that you may visit us, review a range of information about transportation services including schedules and updates, all without revealing your identity or providing any Personally Identifiable Information. Please note, however, that in order to use certain services offered by the MBTA, such as the Managed Account services for Electronic Fare Media or the Buy Online program, you must register and provide us with Personally Identifiable Information. For example, if you do not wish to provide us with the Personally Identifiable Information needed to offer you Managed Account services, you will not be able to obtain Managed Account services, and will be unable to use account based features such as recurring autoloads, electronic payments, and loss protection.

We collect Personally Identifiable Information through the following means, and use this information for the following purposes, depending on the level of service and/or program(s) you have selected:

##### **4.1. Order Forms**

We collect Personally Identifiable Information in connection with the purchase of monthly passes, express bus passes, commuter rail multi-ride passes, visitor passes, and other goods, fare media, and transit services purchased online from this Site or purchased by credit card through other means. For credit or debit card purchases, a customer will be asked to provide contact information (such as name, email address, and shipping address) and financial information (such as credit card number and expiration date). We use a reputable company to verify your credit or debit card information before billing your account. This information is used for billing purposes and to fill orders. If we have trouble processing an order, the information may be used to contact you. We will also share your shipping information with the delivery service you request (UPS, U.S. Postal Service, or other delivery companies you select).

##### **4.2. Electronic Fare Media; Managed Accounts**

You need not provide any Personally Identifiable Information in order to purchase Electronic Fare Media. If you choose to make a purchase with a credit or debit card, however, we will ask you to provide the Personally Identifiable information needed for us to process your order, and we will use credit or debit information only for billing purposes and to fill your order.

In addition, if you choose to register a Smart Card and obtain a Managed Account, with autoloading functionality, electronic payment features, loss protection features, and other available features, you will be asked to provide contact information, and possibly financial information, depending on the level of service you select for your Managed Account. We will use the information you provide to register and service your Managed Account.

#### **4.3. Corporate Pass Program**

Companies participating in the Corporate Pass Program will not be required to provide the MBTA or its Authorized Vendors with Personally Identifiable Information (such as name and mailing address) for employees who participate in the Corporate Pass Program. Corporate customers will be asked for corporate contact information (such as the name of the account representative and his or her work mailing address) in addition to corporate financial information (such as bank account) in order to establish accounts with the MBTA. Information the corporate customer provides will be used to establish and maintain an account, and to permit the corporate customer to make electronic payments on behalf of its employees. We may also use the information to contact the account representative in charge of making changes and managing the account. If an employer participates in our Corporate Pass Program and chooses to provide Personally Identifiable Information in connection with its employees' Electronic Fare Media, this Information will be treated and protected under this Policy as if the employee submitted the information him or herself, under Section 4.2 above. Please read the MBTA's Terms and Conditions of Use for additional information regarding the Corporate Pass Program.

#### **4.4. Reduced Fare Program**

Senior citizens, persons with disabilities, and blind persons participating in the Reduced Fare Program will be asked to provide Personally Identifiable Information in connection with the purchase and registration of Electronic Fare Media, and our determination of eligibility for the Program. In addition, we will electronically store passport size photographs in order to personalize Electronic Fare Media issued under the Reduced Fare Program. We will use this Information to provide the Reduced Fare Program, and ensure compliance with eligibility requirements for the Program.

#### **4.5. Location Information**

Each time that a patron uses his or her Electronic Fare Media, the MBTA system collects information about the location of use. Except in the case of a Managed Account, this "location of use" information is not "linked" by our system to a particular user. This location information in the AFC system (except in the case of a Managed Account), therefore, does not personally identify you, and constitutes Aggregate Information governed by Section 9.1 below. In the case of a Managed Account, location information is needed by the system to provide autoloading, in order to manage your account balance, and to provide other services a user has selected for his or her Managed Account. Therefore, for Managed Accounts, location information is by necessity linked to a particular user and a particular Smart Card. We use this "linked" location information only for purposes of providing to you the Managed Account services you have requested from us.

#### **4.6. T-Service Alert Program**

Our T-Service Alert Program is designed provide users with useful transit alerts, such as information as to commuter rail train delays. The Program sends these alerts in the form of email messages or text messages to your cellular phone (or other mobile device). If you choose to participate in the T-Service Alert Program, you will be asked to provide Personally Identifiable Information, such as your email address (if you wish to receive alerts in email form), or your cell phone number (if you wish to receive alerts in text message form). We will only use this information to provide you with the T-Service Alert Program services you have requested.

When you select this Program, we also ask you to identify (a) which MBTA transit services you are interested in, and (b) the commuting or other time(s) you are interested in, so that we can tailor the Program to your needs. The number of alerts you receive will depend on the number of transit services you select and the range of commuting times you select. For example, if you are only interested in information about the Commuter Rail from 6a.m. to 9a.m., you would receive fewer messages than if you were interested in information about every subway line at every hour of operation. Because Program participants will be responsible for the cost of receiving text messages on their mobile device, we advise participants to narrow their requests for alerts in text message form. You can cancel your participation in the T-Service Alert Program at anytime, by following directions on the T-Service Alert Program page on our Website.

#### **4.7. Cookies**

“Cookies” are small text files that a website can use to recognize repeat users, to facilitate the user’s ongoing access to and use of the Site, and to compile aggregate data to improve the Site and related business purposes. Cookies, by themselves, do not collect or retain your name or other Personally Identifiable Information. If a Website Service requires that we link (a) information provided by cookies to (b) your Personally Identifiable Information, we will inform you via this policy, and allow you to choose whether you wish to receive that Website Service.

#### **4.8. Personalized Webpage Services**

You can choose to personalize certain MBTA webpages to fit your needs by using our Personalized Webpage Services. A personalized webpage can save you time by allowing you to put the information and features you use most often in one centralized location. If you personalize your webpage, our system collects certain Personally Identifiable Information and compiles this information with your personalized selections to create a "user profile." We then associate this profile with a cookie so that our Website can – via this cookie – "recognize" you and load your personalized webpage every time you visit. Any cookie associated with a user profile will be treated as Personally Identifiable Information and will be protected as detailed in Section 10 below.

You do not need to personalize your webpage to have access to our Website, and you are free to accept or decline to receive our Personalized Webpage Services.

#### **4.9. Trip-Planning Services**

You may also choose to employ our various Trip-Planning Services. These Services are designed to provide you, upon your request, with maps, directions, and other travel information. For example, when you click on a station in the subway map page, a street map will overlay the subway map, and allow you to see where the station exits on the street level. In addition, you may choose to provide a street address if you wish to obtain directions from the station exit to your final destination. Our Website may also give you the option of learning about points of interest close to your destination, such as Freedom Trail stopping points, restaurants, hotels, or banks. It is not necessary for us to ask for Personally Identifiable Information to provide you with these Trip-Planning Services, and we accordingly do not request this information. If the destination information, or other information you provide in order to receive Trip-Planning Services were to be linked with Personally Identifiable Information, such as, for example, if you have decided to obtain Personalized Webpage Services, we will treat the Trip-Planning information as Personally Identifiable Information, protected as detailed in Section 10 below.

#### **4.10. Search-Term Recall**

You have the ability to use our Trip-Planning Services to obtain directions, and to perform a range of searches on our Site. The Search-Term Recall feature is designed to allow you to re-run your searches with minimal effort. The feature accomplishes this result by saving your most recent searches, and presenting the terms to you as you enter your current search. In order to "remember" the searches you have run, the Search-Term Recall feature links (a) the searches run from a particular computer, with (b) the cookie resident on that computer. We do not associate search terms, or information used by this Search-Term Recall feature, with any Personally Identifiable Information. If your cookie (and thus your search terms) were to be linked with Personally Identifiable Information, such as, for example, if you have decided to obtain Personalized Webpage Services, we will treat this information as Personally Identifiable Information, protected as detailed in Section 10 below.

#### **4.11. Downloads**

You have the ability to download certain information from our Site, and store this information on a personal computer, or a mobile device, such as an Apple iPod. In order to provide you with the requested download, we ask for Personally Identifiable Information, such as your email address. We use this information only for purposes of providing you with the download you have requested. Please read the MBTA's Terms and Conditions of Use for additional information regarding downloads.

#### **4.12. Email Address and Other Communications**

If you send us an email or letter with questions or comments, or if you provide your contact information when ordering MBTA goods or services, including the T-Service Alert Program, the MBTA may use your email address and other personal information included in your correspondence in order to respond to you. If you provide us with your email address in order to receive notifications, such as information concerning your Electronic Fare Media account, the MBTA will only use your email address to send you the type of information for which you provided your email address, unless you "opt in" and affirmatively agree to receive additional email notifications from time to time. If you provide your phone number in order to

participate in the T-Service Alert Program, we will only use your phone number to send you the type of information for which you provided your phone number. Please read section 17.7 of this Policy for more information regarding the T-Service Alert Program.

#### **4.13. Surveys**

From time to time the MBTA may conduct online and other surveys that customers may complete on a voluntary basis. Information collected through the surveys will only be used for the purpose of marketing or planning MBTA services unless you expressly agree otherwise.

#### **4.14. Employment Related Information**

If you are interested in employment opportunities with the MBTA, you can apply online and submit your resume, past work experience, and other Personally Identifiable Information. This information will be used only by MBTA employees in charge of evaluating an applicant's qualifications for a position with the MBTA. In addition, we may use this information to contact you to discuss employment opportunities and to send you written or electronic communications regarding employment opportunities at the MBTA.

### **5. No Unrelated Third Party Is Given Access To Your Personally Identifiable Information**

We do not share with unrelated third parties any Personally Identifiable Information that you provide to us. By "unrelated third parties" we mean anyone who is not involved in providing AFC services, running this Site, or fulfilling requests you make concerning this Site or the AFC System. Personally Identifiable Information that we collect will be disclosed only to MBTA employees, officials or service providers on a "need to know" basis for purposes of fulfilling their responsibilities to the MBTA. They will only use the information to answer your questions, respond to any requests for assistance, and fulfill the MBTA's operational and legal obligations. Where appropriate, we may provide the information submitted by you to the person or company that is the subject of your inquiry, or to a government agency responsible for the matters referred to in your communication. In cases where we disclose your Personally Identifiable Information to related third parties who work with us to provide you with services, we will require such party to protect your information and abide by this Privacy Policy.

### **6. How To Obtain Access To Information You Have Provided, And How To Remove Your Information From Our Database**

To allow you appropriate control over your Personally Identifiable Information, you can request access to review, change, update, or delete Personally Identifiable Information that you have previously submitted. We will take reasonable steps to verify your identity before granting access to your Personally Identifiable Information. Except as provided in Section 12, only a Data Subject is entitled to access Personally Identifiable Information concerning that Data Subject. You may not make access requests for Aggregate Information or ridership information (if available), and we will not respond to such requests.

#### **6.1. Electronic Fare Media**

You have the option to delete your name and other Personally Identifiable Information from our databases concerning Electronic Fare Media. Please understand, however, that it may be impossible to remove this information completely, due to system backups and records of deletions. In addition, if you request deletion of your Information, you will be unable to utilize associated features of the Website and any services offered through our Electronic Fare Media Programs, such as Managed Account features. The MBTA will fulfill any deletion request within a reasonable time.

## **6.2. Personalized Webpage**

If you have chosen to use our Personalized Webpage Services, you are able to review, change, and update the manner in which you have personalized your Webpage (within the constraints of our system) without having to request permission from us. You may also delete the preferences that you have saved for your Personalized Webpage or your Personalized Webpage Services account. The MBTA will, within a reasonable time, remove from its databases all deleted accounts, subject to the backup and record limitations discussed in Section 6.1 above.

## **6.3. T-Service Alerts**

If you have chosen to subscribe to our T-Service Alert Program, you are able to review, change, and update the transit services about which you have selected to receive alerts. You can cancel your participation in the T-Service Alert Program at anytime, simply by following directions on the T-Service Alert Program page on our Website. The MBTA will delete all accounts, subject to the backup and record limitations discussed in Section 6.1 above, within a reasonable time.

## **7. Opt-In Right Concerning Certain Information, Products and Services**

We will contact you to request permission to send you bulletins, updates, or other communications. You have the ability to decline to receive such information. Please understand, however, that you may not be allowed to decline to receive certain formal notices concerning operation of this Site, notices concerning operations of the Electronic Fare Media Programs, operation of or our Website Services, and legal and other related notices concerning your relationship to this Site and your participation in Electronic Fare Media programs.

You decide, based on the product or service you request, what Personally Identifiable Information to give us. We only ask for the personal information that we need in order to provide you with your requests. If you feel uncomfortable providing the requested information or how the personal information is used (see Section 4 above), you can simply choose not to request that product or service.

## **8. Public Records Requests**

Certain information held by the MBTA may be subject to public records laws. Dissemination of such information is governed by the Public Records Law, the Massachusetts General Laws Chapter 66A (Fair Information Practices Act), Executive Order 412 and other

applicable laws and regulations. The laws require disclosure of certain information in response to a public records request.

Although these statutes provide a structure for disclosing information held by public entities, Massachusetts General Laws Chapter 4, Section 7, Clause 26, provides that: "materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy" are exempt from the definition of "public records." It is our position that your Personally Identifiable Information, including financial and transaction information, is exempt from disclosure by virtue of this statute. Accordingly, we will not disclose your Personally Identifiable Information in response to a public records request, and will only disclose this information to third party requests that meet the conditions of Section 12.

## **9. Information That Does Not Identify You: Aggregate Information**

General information that describes our customers' activities, but that does not identify any particular customer, is Aggregate Information. For example, if Site visitors spend the majority of their time browsing information about "bus schedules," this suggests that bus schedules are important to our customers generally. Similarly, if Kenmore Station after Red Sox games experiences a ten-fold increase in ridership, this information suggests that we should plan to increase the number of cars that service Kenmore Station during these time frames.

These examples concern information that does not identify a particular user, but that does provide potentially useful data concerning our customers' preferences and the efficacy and interest of our Site's and Electronic Media Program's features. The MBTA uses Aggregate Information to analyze the effectiveness of our Site and our Electronic Fare Media programs, and to improve our services. From time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of customers participating in any of the Electronic Fare Media Programs and the characteristics of visitors to our Site, and may share Aggregate Information with third parties. Rest assured, though, that Aggregate Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We collect Aggregate Information through the following means:

### **9.1. Ridership Information**

Our AFC system collects Aggregate Information through the use of Electronic Fare Media. "Ridership Information" such as the travel patterns of our customers, the number of people using certain MBTA locations, peak travel times, and T-Service Alert requests will be collected to analyze and improve the operations of Electronic Fare Media Programs and applicable MBTA services. Ridership Information will not include your name or other Personally Identifiable Information. If Ridership Information is combined or linked with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information and will be protected as detailed in Section 10 below.

### **9.2. Cookies**

We may collect Aggregate Information about your use of our Site through cookies and similar Internet technologies. We do not use cookies to collect or retain your name or other Personally Identifiable Information without first informing you, as set out in this Policy. If we

link a cookie with your Personally Identifiable Information to create a user profile in order, for example, to provide you with Website Services like our personalized Webpage Service, we will treat the information as Personally Identifiable Information as provided in Section 10 below. In addition, no third parties are permitted to use cookies we may create at our Site for their own purposes.

You may choose not to allow us to collect Aggregate Information in this manner. If you wish, you can set your Internet browser software to reject cookies by following the instructions for disabling cookies in the “Help” section of your browser. Because cookies are necessary to provide certain functionality for our Website Services, if you disable your browser’s cookies feature, certain elements of our Site may be unavailable to you.

### **9.3. Fraud Detection**

To allow us to detect fraud and system errors, we may compare Ridership Information to Electronic Fare Media information. If, for example, the system shows that anonymous Smart Card no. 1234 was used to enter the Braintree stop, and anonymous Smart Card no. 1234 was also used simultaneously to enter the Wonderland stop, we can assume either (i) that there is a system malfunction, or (ii) that fraudulent activity has taken place. If in the course of inspecting for fraudulent activity or system errors, Ridership Information is combined or linked with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information and will be protected as detailed in Section 10 below.

### **9.4. IP Addresses**

An Internet Protocol (IP) address is associated with your computer’s connection to the Internet. We use your computer’s IP address to maintain contact with you as you navigate through our Site. We may also use your computer’s IP address to provide you with personalized content. Your computer’s IP address by itself does not identify you personally and thus we treat IP addresses, as Aggregate Information. If your IP address is combined with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information and will be protected as outlined in Section 10, below.

### **9.5. Clickstream Data**

"Clickstream data" is information concerning the sequence of mouse clicks made by a website user, or the pages viewed by users, or the amount of time users spend on a certain page, and other, similar information. Clickstream data can be thought of as a "trail" that users make while navigating through a website. Clickstream data does not identify you personally. We may collect clickstream data and, if we do so, we treat such data as Aggregate Information. If clickstream data is combined with any Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information and will be protected as outlined in Section 10, below.

## **10. Any Information Linked With Your Personally Identifiable Information Is Protected As “Personally Identifiable Information”**

To enable us to better understand the characteristics of our customers and/or to provide services tailored to your needs, we may link (a) the Personally Identifiable Information you have provided; with (b) Aggregate Information. Linking is necessary, for example, for Managed Accounts, in order to ensure that transactions you complete using the MBTA system are credited to your personal account, and for certain Website Services, as outlined in Section 4 above.

If we combine or link any Aggregate Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Policy. Accordingly, no unrelated third parties will have access to this information, and any of our service providers who are granted access to this information will be bound to protect it in accordance with this Privacy Policy.

## **11. How We Safeguard Information We Collect**

We have put in place security systems designed to prevent unauthorized disclosure of information you provide to us and to deter and prevent hackers and others from accessing this information. For example, we have taken steps to safeguard the integrity of our telecommunications and computing infrastructure, including but not limited to authentication, monitoring, auditing, and encryption. In addition, customer orders are processed through a secure server using advanced forms of encryption software. This means that all of your Personally Identifiable Information provided online, including your financial information, will be encrypted during transmission to maximize security protection.

Because this Site does not encrypt incoming email, you should not send emails containing information that you consider highly sensitive through this Website. We use standard security measures to minimize the threat that your Personally Identifiable Information will be lost, misused, altered, or unintentionally destroyed. We also use software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

This information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to the MBTA Site and of information submitted through customer participation in the Electronic Fare Media Programs or our Website Services. Due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide to us will remain free from loss, misuse, or alteration by third parties, who, despite our efforts, obtain unauthorized access.

If we detect, despite the safeguards set out in this Section, an intrusion or other unauthorized access to or use of Personally Identifiable Information (an "Intrusion"), we will notify effected Data Subjects of the Intrusion, and will (i) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email), or by other means as required by applicable law; (ii) use contact information for each effected Data Subject that is current in our files; and (iii) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner.

## **12. Exceptions**

There are two exceptions to our Privacy Policy. (1) We may release or use Personally Identifiable Information in connection with (a) legal proceedings (such as false reimbursement claims made by MBTA patrons), or contemplated legal proceedings, that directly relate to such information; or (b) in response to a subpoena or court order specifically requesting such information; and (2) in cases involving threat of imminent harm to you or others, we may release such information to prevent or mitigate the threat. In any such case, we will seek to limit the scope of the disclosure and restrict such disclosures only to appropriate authorities, and will disclose only such Personally Identifiable Information as is reasonably required to fulfill the purpose of the disclosure. In addition, unless instructed otherwise by a court or other authority with appropriate jurisdiction, we will undertake reasonable efforts (i) to notify you of such a disclosure or request for disclosure, and (ii) to provide you with this notice as far in advance of the disclosure as is reasonably practicable.

Persons who receive information in proper accordance with the procedures set out in this Section ("**Proper Recipients**") may be able to combine (i) information they properly obtain from us under this Section with (ii) other information they independently possess concerning you. As long as we comply with the procedures set out in this Section concerning the release of information, we will not be responsible for Proper Recipients' later use of this information.

### **13. Retention Period**

We retain records from our Electronic Fare Media Programs on both our active database systems and our archive systems. These records contain Personally Identifiable Information and Aggregate Information. We retain on our active systems Electronic Fare Media Program records that contain Personally Identifiable Information for not more than fourteen (14) months. At that point, we archive such records, and retain the archived records for the retention period required by applicable Public Records Laws of the Commonwealth. Our backup systems do not materially change the retention period of Electronic Fare Media Program records that contain Personally Identifiable Information. We retain Aggregate Information indefinitely.

### **14. Compliance**

The MBTA will appoint a Privacy and Security Administrator (the "**Administrator**") to be responsible for administering and ensuring compliance with this Privacy Policy. He or she shall (i) ensure timely response requests for access to records, (ii) provide notice (where allowed) when records are obtained pursuant to compulsory legal process under Section 12; and (iii) be responsible for the implementation of this Policy in each MBTA office/department.

### **15. Scope Of Policy**

This Privacy Policy governs our information practices with respect to (i) information that Site visitors directly or indirectly provide while using our Website and (ii) information collected from customers that choose to participate in our Electronic Fare Media Programs. This Policy does not apply to the MBTA's information practices applicable to other relationships or other programs.

### **16. Definitions**

- 16.1. **“Aggregate Information”** is defined in section 3 of this Policy.
- 16.2. **"Authorized Vendor"** are vendors working with the MBTA in order to help facilitate your use of the Corporate Pass Program.
- 16.3. **"Autoload" or "autoload"** is a program whereby the MBTA (i) automatically charges your credit or debit card at your request and (ii) loads those funds to your Electronic Fare Media.
- 16.4. **"Automated Fare Collection” or “AFC”** means the platform of systems, equipment (fare vending machines, fareboxes, fare gates), back office hardware, and software for the MBTA’s fare collection activities. This system includes Electronic Fare media, electronic ticketing, electronic fare collection, and customer service activities.
- 16.5. **“Data Subject”** means the individual identified by the Personally Identifiable Information at issue.
- 16.6. **“Electronic Fare Media”** means a Smart Card or magnetic stripe ticket designed to be used by Customers to obtain MBTA transportation services.
- 16.7. **“Managed Account”** means an account for Electronic Fare Media that includes advanced service features such as recurring autoloads, electronic payments, and loss protection.
- 16.8. **“Electronic Fare Media Programs”** mean MBTA administered programs dealing with customer purchase, registration, or use of Electronic Fare Media.
- 16.9. **“Personally Identifiable Information”** is defined in Section 3 of this Policy.
- 16.10. **"Personalized Webpage Service" or "Personalized Webpage"** is defined in Section 4.8 of this Policy.
- 16.11. **“Reduced Fare Programs”** shall mean Electronic Fare Media Programs at reduced rates provided to senior citizens, persons with disabilities, and blind persons.
- 16.12. **“Registered User”** means an individual or entity that has registered a Smart Card with the MBTA.
- 16.13. **"Ridership Information"** is defined in Section 9.1 of this Policy.
- 16.14. **"Search-Term Recall"** means the feature on our Website that retains in memory the most recent terms you used in conducting searches of our site. This Search-Term Recall feature relies on cookies, as further described in Section 4.10 of this Policy.

- 16.15.** "Smart Card" means the magnetic stripe ticket used to identify users of the MBTA and to provide them with certain services that we offer.
- 16.16.** "T-Service Alert Program" is defined in Section 4.5 of this Policy.
- 16.17.** "Trip-Planning Services" means services that assist you in obtaining directions, locating maps, and obtaining other information to help you in locating your destination.
- 16.18.** "You" and "your" refer to any person (i) who accesses this Site, (ii) who participates in an Electronic Fare Media Program or Website Services program, and (ii) whose Personally Identifiable Information is provided to the MBTA.
- 16.19.** "We," "us," and "our" mean the MBTA.
- 16.20.** "Website Services" means the informational, educational, travel-related, or other services that we offer through our Website. The term "Website Services" includes our T-Service Alert Program, our Personalized Webpage Service, and our Trip-Planning Services.

## **17. Additional General Provisions**

### **17.1. Privacy Protection for Children**

Our Site is not directed at children, and we will not accept or request personal information from individuals we know to be under 13. In accordance with the Children's Online Privacy Protection Act of 1998, if we learn that a child under 13 has provided us with Personally Identifiable Information, we will delete this information from our databases.

### **17.2. Changes to Policy**

We will post changes to this Policy at least 10 days before they take effect. Any information we collect under the current Privacy Policy will remain subject to the terms of this Policy. After any changes take effect, all new information we collect, if any, will be subject to the new Policy.

### **17.3. Disclaimer Notice**

The Massachusetts Bay Transportation Authority (MBTA) makes no claims, promises or guarantees about the accuracy, currency, completeness, or adequacy of the contents of this Website and expressly disclaims liability for errors and omissions in its contents. In the event of a conflict between this Privacy Policy and the Public Records Act or other law governing the disclosure of records, the Public Records Act or other applicable law will control. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to this Website or its links to other Internet resources. Although we have put in place security systems (as described in this Policy) that are

designed to prevent unauthorized disclosure of your Personally Identifiable Information, due to the nature of Internet technologies we cannot provide firm assurances as to the security of this information, and expressly disclaim any such obligation.

#### **17.4. Site Privileges**

You agree to refrain from activity that imposes an unreasonable burden on the Site, and we reserve the right, in our discretion, to limit the order quantity on any item and/or to refuse service to any customer who violates these provisions.

#### **17.5. Choice of Law and Jurisdiction**

This Site is controlled and operated by the MBTA from its location in Boston, Massachusetts. This Policy shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. Any dispute arising under this Policy shall be resolved exclusively by the state or federal courts sitting in Suffolk County, Massachusetts.

#### **17.6. Fees for Disclosed Records**

We reserve the right to impose reasonable charges for responding to access requests under Section 6. Fees for copies of records which are disclosed shall be assessed in accordance with the Federal Department of Transportation regulations regarding the assessment of fees under the Privacy Act (49 CFR §10.75).

#### **17.7. Fees for T-Service Alerts**

Each mobile device service provider sets its own prices for receiving text messages. Please be aware that the MBTA is not responsible for any charges that a customer incurs as a result of enrollment in the T-Service Alert Program and that the MBTA cannot predict, with any accuracy, the number of alerts that a customer may receive from the MBTA in connection with the T-Service Alert Program. The MBTA is providing the T-Service Alert Program to benefit its customers and does not have a financial interest in the program.

#### **17.8. Links**

Our Site may contain links to other sites. Please be aware that the MBTA is not responsible for the privacy practices of other sites. We encourage our Customers to be aware when they leave our Site and to read the privacy policies of each website that collects Personally Identifiable Information. This Privacy Policy applies solely to information collected by our Site.

#### **18. Contact Us**

We welcome your feedback or suggestions, please contact us at [privacypolicy@mbta.com](mailto:privacypolicy@mbta.com)

#### **19. Complete Agreement.**

This Privacy Policy constitutes the entire agreement between you and the MBTA with respect to the collection, use, storage, and disclosure by the MBTA of Personally Identifiable and Aggregate Information obtained from the MBTA Site or from participation in the MBTA's Electronic Fare Media Programs.

Effective Date: December 15<sup>th</sup>, 2006

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