

Opal Travel App Terms of Use

iOS

These Opal Travel App Terms of Use (**Licence**) are for the provision of the mobile device application available for free download from the App Store provided by Apple (**App Store**) under the name "Opal Travel App" (**Opal Travel App**) between the person who downloads the Opal Travel App (**You, Your**) and Transport for NSW ABN 18 804 239 602 (**TfNSW, Us, We or Our**).

By downloading and using the Opal Travel App You agree to be bound by this Licence.

The Opal Travel App is the official NSW Government app for the NSW Opal card, which is a smartcard ticket designed to be used on greater Sydney public transport as part of the electronic ticketing system (**Opal Card**). TfNSW does not endorse any other mobile apps relating to the Opal Card. Customers who download and use non-TfNSW approved mobile apps do so at their own risk.

1. Licence terms: The Opal Travel App is licensed, not sold, by TfNSW to You for use only under the terms of this Licence. If You use the Opal Travel App in connection with the use of Your Opal Card, the Opal Terms of Use set out at www.opal.com.au/en/footer/opal-terms-of-use/ apply in addition to the terms of this Licence.

The Opal Travel App is available for use by persons who are 13 years or older. If You are under 13, You need Your parent or guardian's permission to use the Opal Travel App.

2. Licence parties: You acknowledge that this Licence is between TfNSW and You only, and not with Apple or any other person. Subject to the terms and conditions of this Licence, TfNSW, not Apple, is solely responsible for the Opal Travel App and the content thereof. TfNSW reserves all rights not expressly granted to You.

3. Description of Opal Travel App: The Opal Travel App allows You to access services related to Your Opal Card including: (i) viewing Your Opal Card balance and information related to Your travel history; (ii) topping up Your Opal Card; (iii) planning trips with an indication of the applicable fare; and (iv) if You are a registered Opal customer, managing and updating Your Opal account details such as Your address details (collectively, the **Services**). These Services can be accessed by logging into Your Opal account via the Opal Travel App.

Although every effort has been made to ensure the accuracy of information included in the Opal Travel App or provided as part of the Services You acknowledge that, subject to clause 14, the Opal Travel App and the Services may not be uninterrupted or error-free and that information such as locations, distances, times and fares may be factually inaccurate.

You acknowledge that the Opal Travel App may not fully function if You are using: (i) an Opal Card that has expired or have been cancelled or blocked (because, for example, they have been lost or stolen); (ii) an Opal Card that is Damaged or Faulty (as defined in the Opal Terms of Use); (iii) a non-reloadable Opal Card; (iv) single-ride tickets; or (v) any card other than an Opal Card.

You further acknowledge that: (i) the Opal Travel App may only be used to obtain information relating to travel on public transportation in greater Sydney; (ii) the Opal Travel App may not be compatible with certain devices and operating systems; and (iii) while TfNSW endeavours to ensure that the Opal Travel App contains no defects and is free from viruses, corrupted files and other harmful code, this cannot be guaranteed.

4. Scope of Licence: You are granted a non-exclusive, non-transferable licence to use the Opal Travel App on any iOS device that You own or control subject to the terms of this Licence and as permitted by the Usage Rules set out in the App Store Terms of Service (the **Usage Rules**). You may only use the Opal Travel App for Your personal, non-commercial purposes and You may not copy the Opal Travel App, or use it for any other purpose, unless You obtain TfNSW's prior written consent. You acknowledge that You may incur charges from Your mobile service provider for downloading and using the Opal Travel App.

5. Licence restrictions: Subject also to any applicable Apple terms governing Your use of the Opal Travel App through the App Store (including the Usage Rules), in downloading and using the Opal Travel App You must not: (i) use the Opal Travel App on any device that You do not own or control; (ii) distribute or make the Opal Travel App available over a network where it could be used by multiple devices at the same time; (iii) rent, lease, lend, sell, redistribute or sublicense the Opal Travel App; (iv) copy (except as expressly permitted by this License and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Opal Travel App, any updates, or any part thereof (except to the extent any foregoing restriction is prohibited by law); (v) violate any applicable laws or access or use the Opal Travel App for any unlawful or malicious purpose; (vi) distribute viruses, malicious code, spyware, corrupted files or any other similar software or programs that may damage the operation of the Opal Travel App or any computer hardware or software; (vii) engage in "rooting" or "jailbreaking" in connection with Your device or the Opal Travel App; or (viii) use the Opal Travel App to collect or store personal information about third parties unless you have their express consent to do so.

6. Username and password: TfNSW wants You to enjoy Your Opal Card safely and securely. You must keep all usernames, passwords, personal identification numbers and answers to security questions associated with Your Opal Card confidential and must not disclose this information to any person.

You should lock Your device and take all reasonable steps to stop unauthorised use of the Opal Travel App or disclosure of Your personal information and Opal Card details, including by following the personal information protection steps referred to in clause 7 and by promptly updating and keeping updated, the operating system and security software for Your device.

TfNSW is not responsible for any loss suffered as a result of You disclosing any private or confidential information to any third party or Your failure to maintain the security of Your device in accordance with this clause 6.

7. Privacy: To provide You with the Services, TfNSW (or its authorised representative) may collect and use personal information that You provide, or which TfNSW obtains from You, in providing the Services (including, Your name, address, telephone number, email address, travel history and payment details). You agree that TfNSW may handle, use and disclose this personal information in accordance with this Licence, applicable privacy laws and Our privacy policy set out at www.opal.com.au/en/asset/c96bc3e6-b501-4180-a018-1096503a625e/privacy_policy.pdf (**Opal Privacy Policy**). You acknowledge that Your use of the Opal Travel App through any iOS device may also be subject to additional terms and privacy policies of third parties (including the Usage Rules), which TfNSW is not responsible for.

You may update any personal information that We have about You by following the steps described in the Opal Privacy Policy for accessing and correcting Your personal information. To ensure Your personal information and data is protected We recommend You follow the tips at www.opal.com.au/en/customer-care/protect-your-data/.

8. Location and cookie data: The Opal Travel App makes use of location data to enhance the trip planning service. You can turn off this functionality at any time by turning off the location services settings for the Opal Travel App on Your device. The Opal Travel App also makes use of "cookies". Information about cookies, cookie data and Your options in relation to how You may manage, control and configure cookies is described in the Opal Privacy Policy.

By using the Opal Travel App, You consent to the collection, storing, use and disclosure of location and cookie data in accordance with this Licence and the Opal Privacy Policy.

9. Third party content: The Opal Travel App or the Services may display, include or make available content, data, information, applications or materials from third parties or provide links to certain third party web sites. To the maximum extent permitted by applicable law, TfNSW does not warrant or endorse and will not have any liability to You or any other person for any third party services, content or web sites which are provided solely as a convenience to You.

10. Intellectual property: TfNSW is the owner or the licensee of all intellectual property rights in the Opal Travel App, including the layout, all graphic design elements, underlying code and any text, graphics, photographs, images, sounds, video, illustrations, data, files, other information and software. You acknowledge that the Opal Travel App contains proprietary content, information and material that is protected by intellectual property laws and that You will not use such proprietary content, information or materials in any way whatsoever except for the permitted use of the Services.

11. Upgrades: TfNSW may from time to time change or upgrade the Opal Travel App. The terms of this Licence will govern any changes or upgrades that replace and/or supplement the original Opal Travel App, unless such change or upgrade is accompanied by separate licence terms in which case those licence terms will govern the relevant change or upgrade. You acknowledge that, in the event that TfNSW changes or upgrades the Opal Travel App, earlier versions of the Opal Travel App may no longer be downloaded or available for use.

12. Maintenance and support: You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Opal Travel App. Maintenance and support services provided by TfNSW will be limited to upgrades to the Opal Travel App which may be made available by TfNSW at the App Store from time to time and to any maintenance and support obligations that TfNSW may have at law.

13. Liability: To the maximum extent permitted by applicable law, use of the Opal Travel App and the Services is at Your sole risk and, subject to clause 14: (i) TfNSW disclaims all conditions, warranties, guarantees and rights with respect to the Opal Travel App and the Services; (ii) TfNSW does not warrant against interference with Your enjoyment of the Opal Travel App and the Services, that the Opal Travel App and the Services will meet Your requirements, that the operation of the Opal Travel App and the Services will be uninterrupted or error-free, or that defects in the Opal Travel App will be corrected; (iii) the maximum aggregate liability of TfNSW to You for all claims under this Licence is limited to \$250; and (iv) TfNSW is not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings, whether the claim or liability arises in contract, tort (including negligence), equity, under statute or on any other basis, whether or not such claim, liability or damage was foreseeable. TfNSW's liability to You is reduced to the extent that Your acts or omissions (or those of a third party) contributed to or caused the relevant loss or damage.

14. Non-Excludable Provisions: Nothing in this Licence excludes anything imposed by any legislation (such as the Australian Consumer Law which contains guarantees that protect the consumers of goods

and services in certain circumstances) that cannot be lawfully excluded or limited (**Non-Excludable Provision**). If We are able to limit Your remedy for a breach of a Non-Excludable Provision, then Our liability for such a breach is limited to one or more of the following at Our option: (i) supplying the Services again; or (ii) the payment of the cost of having the Services supplied again (if any costs were incurred by You).

15. Notification to Apple: In the event of any failure of the Opal Travel App to conform to any applicable warranty, You may notify Apple. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Opal Travel App, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TfNSW's sole responsibility.

16. Claims: You acknowledge that: (i) TfNSW, not Apple, is responsible for addressing any claims of You or any third party relating to the Opal Travel App or Your possession and/or use of the Opal Travel App, including: (A) product liability claims; (B) any claim that the Opal Travel App fails to conform to any applicable legal or regulatory requirement; and (C) any claims arising under consumer protection or similar legislation; and (ii) in the event of any third party claim that the Opal Travel App or Your possession and use of that Opal Travel App infringes that third party's intellectual property rights, TfNSW, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

18. Suspension: TfNSW and its licensors reserve the right to change, suspend, remove or disable access to the Opal Travel App or any part of the Services at any time without notice. In no event will TfNSW be liable for the removal of or disabling of access to the Opal Travel App or any such part of the Services. TfNSW may also impose limits on the use of or access to certain parts of the Opal Travel App or the Services, without notice or liability.

19. Termination: This Licence is effective until terminated by You or TfNSW. Your rights under this Licence will terminate automatically without notice from TfNSW if Your access to the Opal Travel App is permanently disabled, or the Opal Travel App is removed from the App Store, by Us or any third party, or if You fail to comply with any term(s) of this Licence. Upon termination of the Licence, You must cease all use of the Opal Travel App.

20. Amendments: TfNSW may at any time change the terms of this Licence. Any such changes will take effect when they are included in an update, which is available on the App Store. If We make changes that We consider will adversely affect Your use of the Opal Travel App in a material way, We will take such steps to notify You of those changes as We consider reasonably appropriate. By using the Opal Travel App after any changes are published, You agree to be bound by the changes.

21. Contacting TfNSW: You may direct Your questions, feedback or complaints with respect to the Opal Travel App to TfNSW by completing the feedback form available within the Opal Travel App or by calling 13 67 25 (13OPAL). We will respond to Your questions, feedback and complaints within a reasonable time.

22. Third party beneficiary: TfNSW and You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Licence, and that, upon Your acceptance of the terms and conditions of this Licence, Apple will have the right (and will be deemed to have accepted the right) to enforce this Licence against You as a third party beneficiary thereof.

23. Unenforceability: If any part of this Licence is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.

24. Governing law: The laws of New South Wales, Australia, govern this Licence and Your use of the Opal Travel App and You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Your use of the Opal Travel App may also be subject to other local, state, national or international laws.

ANDROID

These Opal Travel App Terms of Use (**Licence**) are for the provision of the mobile device application available for free download from the Google Play Store (**Play Store**) under the name "Opal Travel App" (**Opal Travel App**) between the person who downloads the Opal Travel App (**You, Your**) and Transport for NSW ABN 18 804 239 602 (**TfNSW, Us, We** or **Our**).

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The Opal Travel App is available for use by persons who are 13 years or older.. If You are under 13, You need Your parent or guardian's permission to use the Opal Travel App.

2. Licence parties: You acknowledge that this Licence is between TfNSW and You only, and not with Google Inc. (**Google**) or any other person. Subject to the terms and conditions of this Licence, TfNSW, not Google, is solely responsible for the Opal Travel App and the content thereof. TfNSW reserves all rights not expressly granted to You.

3. Description of Opal Travel App: The Opal Travel App allows You to access services related to Your Opal Card including: (i) viewing Your Opal Card balance and information related to Your travel history; (ii) topping up Your Opal Card; (iii) planning trips with an indication of the applicable fare; and (iv) if You are a registered Opal customer, managing and updating Your Opal account details such as Your address details (collectively, the **Services**). These Services can be accessed by logging into Your Opal account via the Opal Travel App or (with respect to some Services) scanning Your Opal Card on Your Android device (**Scan Functionality**). You acknowledge that to use the Scan Functionality You must have near field communication or NFC enabled on Your Android device.

Although every effort has been made to ensure the accuracy of information included in the Opal Travel App or provided as part of the Services You acknowledge that, subject to clause 14, the Opal Travel App and the Services may not be uninterrupted or error-free and that information such as locations, distances, times and fares may be factually inaccurate.

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You further acknowledge that: (i) the Opal Travel App may only be used to obtain information relating to travel on public transportation in greater Sydney; (ii) the Opal Travel App may not be compatible with certain devices and operating systems; and (iii) while TfNSW endeavours to ensure that the Opal Travel

App contains no defects and is free from viruses, corrupted files and other harmful code, this cannot be guaranteed.

4. Scope of Licence: You are granted a non-exclusive, non-transferable, worldwide and perpetual licence to use the Opal Travel App on any Android device that You own or control that can access the Google Play Store and subject to the terms of this Licence and as permitted by applicable Google terms governing Your use of the Opal Travel App (including the Google Play Terms of Service) (the **Google Play Terms**). You may only use the Opal Travel App for Your personal, non-commercial purposes and You may not copy the Opal Travel App, or use it for any other purpose, unless You obtain TfNSW's prior written consent. You acknowledge that You may incur charges from Your mobile service provider for downloading and using the Opal Travel App.

5. Licence restrictions: Subject also to any applicable Google terms governing Your use of the Opal Travel App through the Play Store (including the Google Play Terms), in downloading and using the Opal Travel App You must not: (i) use the Opal Travel App on any device that You do not own or control; (ii) distribute or make the Opal Travel App available over a network where it could be used by multiple devices at the same time; (iii) rent, lease, lend, sell, redistribute or sublicense the Opal Travel App; (iv) copy (except as expressly permitted by this Licence), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Opal Travel App, any updates, or any part thereof (except to the extent any foregoing restriction is prohibited by law); (v) violate any applicable laws, or access or use the Opal Travel App for any unlawful or malicious purpose; (vi) distribute viruses, malicious code, spyware, corrupted files or any other similar software or programs that may damage the operation of the Opal Travel App or any computer hardware or software; (vii) engage in "rooting" or "jailbreaking" in connection with Your Android device or the Opal Travel App; or (viii) use the Opal Travel App to collect or store personal information about third parties unless you have their express consent to do so.

6. Username and password: TfNSW wants You to enjoy Your Opal Card safely and securely. You must keep all usernames, passwords, personal identification numbers and answers to security questions associated with Your Opal Card confidential and must not disclose this information to any person.

You should lock Your device and take all reasonable steps to stop unauthorised use of the Opal Travel App or disclosure of Your personal information and Opal Card details, including by following the personal information protection steps referred to in clause 7 and by promptly updating, and keeping updated, the operating system and security software for Your Android device.

TfNSW is not responsible for any loss suffered as a result of You disclosing any private or confidential information to any third party or Your failure to maintain the security of Your device in accordance with this clause 6.

7. Privacy: To provide You with the Services, TfNSW (or its authorised representative) may collect and use personal information that You provide, or which TfNSW obtains from You, in providing the Services (including, Your name, address, telephone number, email address, travel history and payment details). You agree that TfNSW may handle, use and disclose this personal information in accordance with this Licence, applicable privacy laws and Our privacy policy set out at www.opal.com.au/en/asset/c96bc3e6-b501-4180-a018-1096503a625e/privacy_policy.pdf (**Opal Privacy Policy**). You acknowledge that Your use of the Opal Travel App through any Android device may also be subject to additional terms and privacy policies of third parties (including the Google Play Terms), which TfNSW is not responsible for.

You may update any personal information that We have about You by following the steps described in the Opal Privacy Policy for accessing and correcting Your personal information. To ensure Your personal information and data is protected We recommend You follow the tips at www.opal.com.au/en/customer-care/protect-your-data/.

8. Location and cookie data: The Opal Travel App makes use of location data to enhance the trip planning service. You can turn off this functionality at any time by turning off the location services settings for the Opal Travel App on Your device. The Opal Travel App also makes use of "cookies". Information about cookies, cookie data and Your options in relation to how You may manage, control and configure cookies is described in the Opal Privacy Policy.

By using the Opal Travel App, You consent to the collection, storing, use and disclosure of location and cookie data in accordance with this Licence and the Opal Privacy Policy.

9. Third party content: The Opal Travel App or the Services may display, include or make available content, data, information, applications or materials from third parties or provide links to certain third party web sites. To the maximum extent permitted by applicable law, TfNSW does not warrant or endorse and will not have any liability to You or any other person for any third party services, content or web sites which are provided solely as a convenience to You.

10. Intellectual property: TfNSW is the owner or the licensee of all intellectual property rights in the Opal Travel App, including the layout, all graphic design elements, underlying code and any text, graphics, photographs, images, sounds, video, illustrations, data, files, other information and software. You acknowledge that the Opal Travel App contains proprietary content, information and material that is protected by intellectual property laws and that You will not use such proprietary content, information or materials in any way whatsoever except for the permitted use of the Services.

11. Upgrades: TfNSW may from time to time change or upgrade the Opal Travel App. The terms of this Licence will govern any changes or upgrades that replace and/or supplement the original Opal Travel App, unless such change or upgrade is accompanied by separate licence terms in which case those licence terms will govern the relevant change or upgrade. You acknowledge that, in the event that TfNSW changes or upgrades the Opal Travel App, earlier versions of the Opal Travel App may no longer be downloaded or available for use.

12. Maintenance and support: You acknowledge that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Opal Travel App. Maintenance and support services provided by TfNSW will be limited to upgrades to the Opal Travel App which may be made available by TfNSW at the Play Store from time to time and to any maintenance and support obligations that TfNSW may have at law.

13. Liability: To the maximum extent permitted by applicable law, use of the Opal Travel App and the Services is at Your sole risk and, subject to clause 14: (i) TfNSW disclaims all conditions, warranties, guarantees and rights with respect to the Opal Travel App and the Services; (ii) TfNSW does not warrant against interference with Your enjoyment of the Opal Travel App and the Services, that the Opal Travel App and the Services will meet Your requirements, that the operation of the Opal Travel App and the Services will be uninterrupted or error-free, or that defects in the Opal Travel App will be corrected; (iii) the maximum aggregate liability of TfNSW to You for all claims under this Licence is limited to \$250; and (iv) TfNSW is not liable for, and no measure of damages will, under any circumstances include, special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings, whether the claim or liability arises in contract, tort (including negligence), equity, under statute or on any other basis, whether or not such claim, liability or damage

was foreseeable. TfNSW's liability to You is reduced to the extent that Your acts or omissions (or those of a third party) contributed to or caused the relevant loss or damage.

14. Non-Excludable Provisions: Nothing in this Licence excludes anything imposed by any legislation (such as the Australian Consumer Law which contains guarantees that protect the consumers of goods and services in certain circumstances) that cannot be lawfully excluded or limited (**Non-Excludable Provision**). If We are able to limit Your remedy for a breach of a Non-Excludable Provision, then Our liability for such a breach is limited to one or more of the following, at Our option: (i) supplying the Services again; or (ii) the payment of the cost of having the Services supplied again (if any costs were incurred by You).

15. Exclusions of Google: You acknowledge that in the event of any failure of the Opal Travel App to conform to any Non-Excludable Provision, or if You have concerns around defects or performance of the Licenced Application, You are to contact TfNSW, not Google. To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever to You with respect to the Opal Travel App and, if TfNSW is liable at law for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Opal Travel App to conform to any Non-Excludable Provision, it will be TfNSW's responsibility to manage and address that liability.

16. Suspension: TfNSW and its licensors reserve the right to change, suspend, remove or disable access to the Opal Travel App or any part of the Services at any time without notice. In no event will TfNSW be liable for the removal of or disabling of access to the Opal Travel App or any such part of the Services. TfNSW may also impose limits on the use of or access to certain parts of the Opal Travel App or the Services, without notice or liability.

17. Termination: The Licence is effective until terminated by You or TfNSW. Your rights under this Licence will terminate automatically without notice from TfNSW if Your access to the Opal Travel App is permanently disabled, or the Opal Travel App is removed from the Play Store, by Us or any third party, or if You fail to comply with any term(s) of this Licence. Upon termination of the Licence, You must cease all use of the Opal Travel App.

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20. Unenforceability: If any part of this Licence is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.

21. Governing law: The laws of New South Wales, Australia, govern this Licence and Your use of the Opal Travel App and You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Your use of the Opal Travel App may also be subject to other local, state, national or international laws.