



General Terms and Conditions of Service Mass Transit/Parking

Terms and Conditions of Service

1. Term: 1 Year unless specific rate guarantee
2. General Terms and Conditions of Service: You are purchasing the service(s) from BBP Admin. In doing so, acknowledge and agree to BBP Admin's General Terms and Conditions of Service that this document represents. Either party may terminate service without cause at any time.
3. Fees: Client shall pay all Fees via direct deposit initiated by BBP Admin. All payments will process within the first five days of the month. If pre-negotiated, the client can pay by check and all payments are due net 25 days from the date of the invoice.
4. Service Charge: A service charge of 1.5% per month will apply to any overdue amounts.
5. Client Accounts that have outstanding invoices over 90 days past due will have service temporarily deactivated until all payments are current. The client will also be responsible for a \$50 reinstatement fee. Reactivation will occur three days after a successful ACH pull. Re-activation can happen the same day with a wire transfer of all outstanding funding.
6. Annual Service Increase: Your fee rate is fixed for the initial term of one year, and is subject to a 3% increase upon each subsequent renewal period.
7. Funding: If the funding account goes into a negative balance, the service will be temporarily deactivated until the account has adequate funding. The client will also be responsible for a \$50 reinstatement fee.
8. Weekly Funding: For those accounts that fund via ACH, if an ACH pull is not able to process for any reason, the service will be temporarily deactivated until the account has adequate funding. The client will also be responsible for a \$50 reinstatement fee. Reactivation will occur three days after a successful ACH pull. Re-activation can happen the same day with a wire transfer of all outstanding funding. The bank will also require an additional security deposit for weekly funding if for any reason a weekly pull is denied.

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Client's Responsibilities

You are the administrator of the transit and/or parking plan(s) (each a "Plan"). As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of the Plan, and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Determine which individuals are eligible to participate and provide us with accurate and complete initial enrollment and eligibility data in the prescribed electronic data file format.
- b. Provide accurate and timely changes to participant enrollment and eligibility data, including, but not limited to, information that modifies a participant's eligibility, status or election under the Plan in the prescribed electronic data file format.
- c. Provide correct and accurate delivery addresses used in the fulfillment of commuter fare media if

- you have assumed responsibility for control of addresses for your participants.
- d. Require that interested employees complete their commuter elections prior to your election deadline.
 - e. Execute a Funding Agreement and provide all funding required to cover all payments made under the Plan. We shall not be obligated to issue any payments in the absence of an executed Funding Agreement.
 - f. Timely pay all service fees and invoices.

BBP Admin Responsibilities

We have been engaged by you to provide certain administrative services in connection with your Plan. Accordingly, you have authorized us to use our standard procedures for the provision of these services that have been designed to ensure that the administration of your Plan is in compliance with IRS Code §132(f) and all other applicable regulations. We shall provide our services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall:

- a. Provide you with a set of electronic file specifications for the delivery of data to us.
- b. Process data files received from your Plan and/or payroll data processor in the format and method specified by us.
- c. Process initial and ongoing enrollment and eligibility data files submitted by you in the prescribed electronic data file format provided you have not used our enrollment tool.
- d. Process enrollment data received through proper methods (e.g., our website).
- e. Facilitate reimbursement of eligible commuter expenses submitted by participants through either payroll and check or direct deposit if you have provided prefunding.
- f. Procure and fulfill debit card orders for participants' elected commuter media.
- g. For debit card commuter media, we will:
 - ship to the addresses provided by you or your participants; and
 - assist in linking debit card with transit authority
- h. Administer all funding provided by you.
- i. Provide reimbursement of any post tax-balances or deductions pursuant to IRS § 132(f)
- j. Reimburse a participant who files a timely claim for undelivered physical parking.
- k. Provide you with access to our website where you may:
 - View and download standard reports (e.g., summary of expenditures claimed by participants, the total number of participants in the Plan, the total amount of benefits paid or reimbursed for each commuter transactions);
 - View individual participant's transactions; and
 - Access our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- l. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 8:30 AM CT to 6:00 PM CT, Monday through Friday, excluding holidays and other non-business days.
- m. Provide customer service representatives who are available to answer participant phone calls during the period of 8:30 AM CT to 6:00 PM CT, Monday through Friday, excluding holidays and other non-business days.
- n. Provide participants with 24/7 access (excluding scheduled maintenance) to our website and our interactive voice response phone system, where participants can access information regarding

their commuter benefits.

- o. Participate in enrollment meetings and benefits fairs for an additional charge.
- p. Add your logo and/or name on the participant website upon request.