

**MARYLAND TRANSIT ADMINISTRATION
WEBSITE AND ELECTRONIC FARE MEDIA PRIVACY POLICY**

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As part of our commitment to providing our customers with quality service, we have adopted this "**Website and Electronic Fare Media Privacy Policy**". 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 web site. 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 web site will be treated. If you do not supply personal information, we make no attempt to identify you individually. Rather, we track only aggregate usage data to help us improve site content and organization. The policy details section below specifies what information we collect and how we use it.

1. SCOPE OF POLICY

This Privacy Policy governs our information practices with respect to (i) information that Site visitors 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 MTA's information practices applicable to other relationships or other programs.

2. DEFINITIONS

- a) **Aggregate Information** is information that does not identify you, and may include statistical information concerning use of MTA transportation services, or the pages on our Site that users visit most frequently.
- b) **Automated Fare Collection or "AFC"** means the platform of systems, equipment (ticket vending machines, fareboxes, fare gates), back office hardware, and software for the MTA's fare collection activities. This system includes Electronic Fare media, electronic ticketing, electronic fare collection, and customer service activities.
- c) **Data Subject** means the individual identified by the Personally Identifiable Information at issue.
- d) **Electronic Fare Media** means a Maryland Smart Card or Magnetic Stripe Ticket designed to be used by Customers to obtain MTA transportation services.
- e) **Customer account** means an account for Electronic Fare Media that includes advanced service features such as recurring autoloads, electronic payments, and loss balance protection.
- f) **Electronic Fare Media Programs** mean MTA administered programs dealing with customer purchase, registration, or use of Electronic Fare Media.
- g) **MTA** means the Maryland Transit Administration.
- h) **Personally Identifiable Information** is any information that could reasonably be used to identify you, including your name, address, e-mail address, birth date, financial information, photograph, telephone number or any combination of information that could be used to identify you.
- i) **Reduced Fare Programs** shall mean Electronic Fare Media Programs at reduced rates provided to senior citizens, persons with disabilities and anyone holding a Medicare card in accordance with Federal Transit Administration regulations.

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- j) **Registered User** means an individual or entity that has registered a Maryland Smart Card with the MTA.
- k) **Ridership Information** is data related to travel patterns of our customers, the number of people using certain MTA locations, and peak travel times.
- l) **Unrelated Third Parties** anyone who is not involved in providing AFC services, running this Site, or fulfilling requests you make concerning this Site or the AFC System.
- m) **You and Your** refer to any person (i) who accesses this Site or participates in an Electronic Fare Media Program, and (ii) whose Personally Identifiable Information is provided to the MTA.
- n) **We, Us, and Our** means the MTA.

3. COMPLIANCE

MTA is responsible for administering and ensuring compliance with this Policy. The MTA shall ensure a timely response to requests for access to records; shall provide notice (where allowed) when records are obtained pursuant to compulsory legal process under Section 14; and shall be responsible for the implementation of this Policy in each MTA office/department.

4. INFORMATION WE ASK FOR

MTA only ask for, and compiles, personal information that is needed to provide you with the service or product that you seek from us. Information you may provide while visiting our Site or while participating in an Electronic Fare Media Program falls into two broad categories: personally identifiable information, and aggregate information. Electronic Fare Media that provides a high level of functionality generally requires 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.

5. PERSONALLY IDENTIFIABLE INFORMATION

You decide whether you wish to provide us with Personally Identifiable Information. MTA has structured our Website so that you may visit us, and review a range of information about transportation services, schedules and updates, without revealing your identity or providing any Personally Identifiable Information. You have the option to buy certain Electronic Fare Media and elect not to “link” your personal information in our system with the Electronic Fare Media you have purchased. Please note, however, that in order to use certain services offered by the MTA, such as the customer account services for Electronic Fare Media or to purchase media online, you must register and provide us with Personally Identifiable Information otherwise you will be unable to use account based features such as recurring autoloads, electronic payments, and loss balance protection.

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

5.1 ORDER FORMS

MTA collects Personally Identifiable Information in connection with the purchase of pass products, commuter bus or commuter rail multi-ride passes, fare media, and transit services purchased online from this Site or purchased by credit card through other means. For credit card purchases, a customer will be asked to provide contact information (such as name, e-mail address, and shipping address) and financial information (such as credit card number and expiration date). We use a reputable company to verify your credit 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. See Section 13 for further information on safeguarding your information.

5.2 ELECTRONIC FARE MEDIA 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 card, however, we will ask you to provide the Personally Identifiable information needed for us to process your order, and we will use this information only for billing purposes and to fill your order. If you choose to register a Maryland Smart Card and obtain customer account services, with auto-load functionality, electronic payment features, loss balance protection, 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 account.

5.3 REDUCED FARE PROGRAM

Reduced Fare Program participants, including senior citizens, persons with disabilities, and Medicare cardholders, will be asked to provide Personally Identifiable Information to determine eligibility in the Program. MTA will electronically store passport size photographs in order to personalize identification cards issued under the Reduced Fare Program.

5.4 LOCATION INFORMATION

Each time that a patron uses his or her Electronic Fare Media, the MTA system collects information about the location of its use. Except in the case of an account, this “location of use” information is not “linked” by our system to a particular user. This location information is recorded and stored in MTA’s Automatic Fare Collection (AFC) system and does not personally identify you. In the case of a customer account, location

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information is needed by the system to provide autoloads, and other services a user has selected for his or her customer account. This information must be linked to a particular user and a particular Maryland Smart Card. MTA links the location information only for purposes of providing to you the customer account services you have requested.

5.5 COMMUNICATIONS

MTA may use your e-mail address and other personal information to respond to any questions and/or comments you may provide. Similarly, MTA will use this information if you request to receive notifications and other correspondences from the MTA. MTA will only use your e-mail address to send you the type of information for which you have signed up for or requested.

5.6 SURVEYS

The MTA from time to time may conduct online and other surveys that customers may complete on a voluntary basis. Information collected through the surveys will be used for the purpose of marketing or planning MTA services only.

6. PERSONALLY IDENTIFIABLE INFORMATION AND THIRD PARTIES

MTA does not share with unrelated third parties any Personally Identifiable Information that you provide. Personally Identifiable Information that we collect will be disclosed only to MTA employees, officials or service providers with a “need to know” for purposes of fulfilling their responsibilities to the MTA. They will only use the information to answer your questions, respond to any requests for assistance, and fulfill the MTA’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.

7. ACCESS TO INFORMATION

Upon request MTA will allow access by you to review, change or amend Personally Identifiable Information that you have previously submitted. MTA will take reasonable steps to verify your identity before granting access to your Personally Identifiable Information. A request shall be made in writing or by e-mail and be directed to the MTA’s Office of Communications & Marketing. No later than ten (10) days after receipt, an MTA Representative shall acknowledge such receipt. No later than (30) days after receipt the MTA shall either:

- a) make any correction of any portion thereof which the individual believes is not accurate, relevant, or complete and shall provide notice of the correction to the individual; or

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- b) inform the individual of the refusal by MTA to amend the information in accordance with the request, the reason for the refusal and the procedures for review.

Please contact MTA's Office of Communications & Marketing in accordance with Section 17, if you wish to access/make changes to your Personally Identifiable Information.

8. REMOVAL OF INFORMATION

Upon request MTA will remove your name and other Personally Identifiable Information from our databases. A request shall be made in writing or by e-mail and be directed to the MTA's Office of Communications & Marketing. No later than ten (10) days after receipt, a MTA Representative shall acknowledge such receipt. No later than (30) days after receipt the MTA Representative shall notify the individual that the information has been removed from MTA's system.

It may not be possible to remove this information completely, due to system backups. In addition, please be aware, you will be unable to utilize associated features of the Website and any services offered through our Electronic Fare Media Programs, such as customer account features, should you request removal of your Personally Identifiable Information from our databases.

Please contact MTA's Office of Communications & Marketing in accordance with Section 17, if you wish to remove your name and other Personally Identifiable Information.

9. OPT-IN-RIGHT CONCERNING CERTAIN INFORMATION

You have the ability to decline to receive bulletins, updates, or other communications from us, if you wish. We will contact you to request permission before sending you such information. Please understand 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, and legal and other related notices concerning your relationship to the Site and your participation in Electronic Fare Media programs.

10. PUBLIC RECORDS REQUEST

Certain information held by the MTA may be subject to public records laws. Dissemination of such information is governed by the Maryland Public Information Act, §10-611 through 10-628 of the State Government Article of the Annotated Code of Maryland. The Act requires disclosures of certain information in response to a public records request.

Although the Act entitles access to information about the affairs of government and the official acts of public officials and employees, Section 10-616 (r) prohibits inspection of records "in connection with the use or purchase of electronic fare media provided by the MTA, its agents, employees, or contractors." Thus your Personally Identifiable Information, including financial

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and transaction information, is exempt from disclosure by 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 14.

11. AGGREGATE INFORMATION

The MTA 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 at our Site and may share Aggregate Information with third parties. Aggregate Information provided to third parties will not identify you, or determine anything personal about you. We collect Aggregate Information through the following means:

11.1 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 MTA locations, and peak travel times, will be collected to analyze and improve the operations of Electronic Fare Media Programs and applicable MTA 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 13 below.

11.2 COOKIES

We may collect Aggregate Information about your use of our Site through cookies and similar Internet technologies. "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 do not collect or retain your name or other Personally Identifiable Information. No third parties are permitted to use cookies MTA may create at our Site for their own purposes. You may choose not to allow us to collect information in this manner. If you wish, you can set your browser software to reject cookies by following the instructions for disabling cookies in the "Help" section of your browser. Because cookies can be used to provide certain functionality, such as the use of an online "shopping cart," if you disable your browser's cookies feature, certain elements of our Site may be unavailable to you.

11.3 FRAUD DETECTION

To allow MTA to detect fraud and system errors, we may compare Ridership Information to Electronic Fare Media information. If in the course of inspecting for fraudulent activity or system errors, Ridership Information is combined or linked with any Personally

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Identifiable Information, the combined information will be treated as Personally Identifiable Information and will be protected as detailed in Section 12 below.

11.3 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 12 above.

12. LINKING INFORMATION WITH PERSONALLY IDENTIFIABLE INFORMATION

To enable MTA 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, for example, is necessary for Customer accounts, in order to ensure that transactions you complete using the MTA system are credited to your personal account.

If MTA combines or links 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 Policy.

13. SAFEGUARDING INFORMATION

MTA has 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 e-mail, you should not send emails containing information that you consider highly sensitive through this Website.

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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 MTA Site and of information submitted through customer participation in the Electronic Fare Media Programs. Due to the nature of Internet communications and evolving technologies, MTA 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 MTA detects, 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 affected 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); (ii) use contact information for each affected 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.

14. EXCEPTIONS

There are two exceptions to our Privacy Policy.

- a) Legal Proceedings – We may release or use Personally Identifiable Information in connection with (a) legal proceedings, 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
- b) Imminent Harm or Threat of Harm – 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. We are not responsible for Proper Recipients' later use of this information.

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15. RETENTION PERIOD

MTA retain records from our Electronic Fare Media Programs on our active database systems, and on 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 state law. Our backup systems do not materially change the retention period of Electronic Fare Media Program records that contain Personally Identifiable Information. We reserve the right to retain Aggregate Information indefinitely.

16. ADDITIONAL GENERAL PROVISIONS

16.1 PRIVACY PROTECTION FOR CHILDREN

MTA's 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 15 USCA §6502, if we learn that a child under 13 has provided us with Personally Identifiable Information, we will delete this information from our databases.

16.2 CHANGES TO POLICY

MTA will post changes to this Policy at least ten (10) days prior to taking effect on our web-site. 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.

16.3 DISCLAIMER NOTICE

MTA 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.

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16.4 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.

16.5 CHOICE OF LAW AND JURISDICAITON

This Site is controlled and operated by the MTA from its headquarters in Baltimore, Maryland. This Policy shall be construed in accordance with the laws of the State of Maryland, without regard to any conflict of law provisions. Any dispute arising under this Policy shall be resolved in the courts of Maryland.

16.6 FEES FOR DISCLOSED RECORDS

MTA reserve the right to impose reasonable charges for responding to access requests under Section 7. 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).

16.7 LINKS

MTA's Site may contain links to other sites. Please be aware that the MTA 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.

17. CONTACT US

MTA's Office of Communications & Marketing may be contacted by email at mtawebsite@mtamaryland.com or by standard mail at:

Maryland Transit Administration
Office of Communications & Marketing
6 St. Paul Street
Baltimore MD 21202

We welcome your feedback or suggestions

18. COMPLETE AGREEMENT

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

Effective Date: