

Amplify Customer Panel Terms and Conditions of Participation

The Amplify Customer Panel (the "**Panel**") and the amplifybymetro.com website (the "**Website**") are operated by Vision Critical Communications Inc. under contract with Washington Metropolitan Area Transit Authority ("**WMATA**"). By selecting the "I ACCEPT" button during the process of registering to be a member (a "**Member**") of the Panel or by using the Website, you agree to be a member of the Amplify Panel on a voluntary basis and to be bound by the following terms & conditions (the "**Terms**"). Metro also has a broader corporate privacy policy protecting the privacy of individuals who are the subjects of records maintained in Metro's systems of records. See explanations for general routine uses within the systems of records notices. Metro interprets and applies this privacy policy consistent with the federal Privacy Act, 5 U.S.C. § 552a, and federal practice.

I. Panel Membership.

The Panel is open only to persons residing in the Washington DC Metropolitan area who use Metrorail, MetroBus and MetroAccess at least once a month and who are eighteen (18) years of age or older. Employees of WMATA, governing principals, affiliates, and members of their immediate family are not eligible to participate.

A. Panel Participation Requirement:

1. As a Panel Member, you must be willing to participate in at least one (1) survey per quarter (3 months) per calendar year. Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than three (3) consecutive months.
2. Panel Members are typically invited to participate in 1 to 4 surveys per month, although we do not guarantee any minimum number of surveys.
3. You acknowledge and agree that we are under no obligation to provide you with a specific number of opportunities to participate in surveys.
4. You acknowledge and agree that you have no expectation and are not entitled to compensation of any sort for this voluntary service.

II. Registration Requirements

In order to receive invitations to participate in Panel surveys you must first register as a Member of the Panel by providing us with accurate, complete and updated registration information as required by the introductory survey. Registration information that is required is:

- A. Full name (first last);
- B. Email Address;
- C. Zip Code;
- D. Jurisdictional Residency; and,
- E. Frequency of Use – Metrorail, MetroBus & MetroAccess.

At any time, you may update the above registration information by visiting the “Update Profile” section of the Website and entering the information requested.

III. Incentives and Sweepstakes

As an incentive to complete surveys, Panel Members may from time to time be eligible for Metro merchandise, discounts at select stores, and Smartrip® benefits. The number of incentives available, if any, upon completion of each survey may vary and will be announced prior to each survey. WMATA is under no obligation to provide Panel Members with incentives for participation as outlined in these terms and conditions.

From time to time we may offer sweepstakes with prizes to randomly selected Members, rather than incentives (in which cases we will clearly identify invitations that provide entry to sweepstakes and provide a direct link to the related sweepstakes rules and regulations). Sweepstakes will take the form of Smartrip® benefits and will be awarded and provided based on the rules and regulations of each sweepstakes offered.

By participating in a survey with a sweepstakes, you are automatically entered to win. You may be required to provide: (i) your Smartrip® serial number for automatic loading; (ii) additional information such as home address for mailing of sweepstakes winnings or other incentives.

The incentives and sweepstakes are not guaranteed and are not considered to be compensation, wages or property. As such, we reserve the right to suspend, terminate, revalue or modify all or part of the incentive and sweepstakes structure and offers without the provision of advance notice to Panel Members. In the event that Metro terminates the incentives and sweepstakes program, Metro will notify Panel Members provide at least one month’s notice.

IV. Standards of Conduct

- A. Panel Members agree NOT to:
1. Activate or use more than one account;
 2. Present false or misleading registration information;
 3. Assist another individual or entity in conducting fraudulent, or illegal activity;
 4. Disclose information obtained from WMATA that is not publicly available; or,
 5. Hold themselves out to the public as Metro employees, agents, officials, etc.; and,
 6. Speak on Metro's behalf.

From time to time, on our Website or in Panels, we may provide you with information that is not known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for Panel purposes. Disclosure of such confidential information will lead to immediate termination.

- B. To ensure the integrity of the Panel, Panel Members may not:
1. Activate or use more than one Member profile account;
 2. Use a name subject to rights of another person without authorization from that person;
 3. Use a false or misleading name, address, or email address to activate or use an account; or,
 4. Provide any false or misleading information.

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), if such third-party use is authorized by you or results from you providing a third party with your username and password.

V. Suspension/Termination:

- A. Panel Members may immediately terminate participation at any time by sending an email with the subject line "remove me" to support@amplifybymetro.com.

- B. WMATA may terminate any Member's account, at our sole discretion and without prior notice, if a Member has failed to complete a survey for a period of more than three (3) months.
- C. WMATA may, at its sole discretion, immediately terminate or suspend any Member from future participation on the Panel for violating the Standards of Conduct established in Section IV of these Terms and Conditions.
- D. WMATA may, at its sole discretion, immediately suspend or terminate any Member's access to all or part of the Panel and the Website for taking actions that are inconsistent with the intent of the Standards of Conduct or purpose of the Panel.
- E. Notice of Suspension/ Termination. WMATA shall provide Panel Members notice of termination via email addresses provided.

Any decision WMATA initiates relating to WMATA termination or suspension of any Member's account shall be final and binding.

Any Member suspected of engaging in any fraudulent or illegal activity shall also be referred to appropriate law enforcement agencies.

VI. Ownership of Data

Any responses or material you provide on the Website becomes Metro property, and we are free to use such information, including ideas, photographs, text and video, in any way we see fit, including for advertising and commercial purposes without any further consent from you.

VII. Privacy

We take your privacy very seriously. Personally identifiable information that we collect from you in connection with the Panel and/or the Website is governed by our broader corporate privacy policy protecting the privacy of individuals who are the subjects of records maintained in Metro's systems of records. See explanations for general routine uses within the systems of records notices. Metro interprets and applies this privacy policy consistent with the federal Privacy Act, 5 U.S.C. § 552a, and federal practice.

VIII. Third-Party Information

The Website may contain links to, or information about, other websites, products or services. We do not make any representation or warranty about any such third-party

information, and nothing on the Website should be construed as an endorsement of such third-party information unless otherwise explicitly stated.

IX. Changes

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY ANY PART OF THESE TERMS AT ANY TIME.

All information posted on the Website, including these Terms, is subject to change. WMATA will provide notice of such changes to Panel Members via email addresses provided. Panel Members continued use of the Website after receiving email notice will be deemed to be acceptance of such changes.