# **Boston Logan International Airport**

# **Logan Express E-Ticketing System**

## **Terms and Conditions**

Thank you for visiting the Logan Express E-Ticketing System website. The Massachusetts Port Authority ("Massport") provides an online Logan Express ticketing system by which you may purchase bus tickets, in advance, for use on Logan Express. This document sets forth the Terms and Conditions that apply to those using the Logan Express E-Ticketing System. Your access to, and the use of, this website and the services and products found herein are subject to these Terms and Conditions. Please read these Terms and Conditions carefully. These Terms and Conditions may be revised, from time to time, without notice.

BY ACCESSING THIS WEBSITE OR USING THIS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

#### **REFUND POLICY**

Customers requesting a refund on a Logan Express E-ticket purchase must contact Massport directly. The person requesting the refund must be the original purchaser and must provide a confirmation number and/or other transaction details for the purchase in question. The person requesting the refund shall provide a detailed explanation for the refund request. Massport reserves the right to approve or reject a refund in its sole discretion.

Refund requests can be made by email at: <a href="mailto:LoganExpress@massport.com">LoganExpress@massport.com</a>

All refunds of Logan Express E-Tickets purchased with a credit card will be issued to the credit card used at the time of the purchase. (No Exceptions.) Refunds on cash purchases will be issued as a check and mailed to the purchaser.

# 1. Eligibility:

This website and the services and products found herein are available only to users with legal capacity to enter into binding contracts under applicable law. By using the service or the website, you represent and warrant that you are 18 years of age or older and that you are fully able to enter into, and abide by, all of these Terms and Conditions.

#### 2. Changes:

Rates, fees, and any portion of these Terms and Conditions are subject to change. If and when these Terms and Conditions are amended, they will be posted on this website. Please ensure that you check the most current Terms and Conditions at the time you purchase Logan Express E-Tickets.

### 3. Online E-Ticketing Purchases:

Logan Express is a non-reservation-based system, and seats are available on a first-come, first-serve basis. Massport does not guarantee that all products will be available at all times via the Logan Express E-Ticketing System, nor does it guarantee Logan Express bus schedules or seat

availability. Restrictions apply to different products. Massport reserves the right to limit the number of products per person using the Logan Express E-Ticketing System.

You must provide an email address in order to purchase tickets through the Logan Express E-Ticketing website. Once you have completed a purchase using the Logan Express E-Ticketing System at <a href="https://www.loganexpress.com">www.loganexpress.com</a> you will receive an email confirmation with a link to download your ticket(s). The credit card you use to purchase Logan Express E-tickets will be charged when you submit your purchase. Your purchase is not complete until such time as the confirmation is received.

Purchasers also have the option to set up a Logan Express E-Ticket account, where unused tickets can be stored, displayed, and printed. If you choose to establish a Logan Express E-Ticket account, you must agree to maintain the secrecy of your password (the "Password"). At no time will you be asked for your Password by Massport staff nor should you give it to anyone. This means that you shall:

- 1. Refrain from writing the Password on the Logan Express ticket.
- 2. Recognize that by giving your Password to another person, you are authorizing that individual to enter into Logan Express transactions for which you are accountable.
- 3. Change your Password(s) if you believe its security has been compromised.

# 4. Online Purchase, Products, and Payment:

Logan Express offers several bus ticket products with different fares. Customers must be eligible to use the Logan Express E-Ticket presented for boarding a Logan Express bus. Customers not eligible for the ticket presented will be denied boarding.

The following products are offered through the Logan Express E-Ticketing System.

- a) Adult One-Way: Tickets may be used by any Logan Express rider for boarding any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn.
- b) Adult Round-Trip: Tickets may be used by any Logan Express rider for boarding any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn. Adult Round-Trip tickets cannot be split among two riders for the same bus trip.
- c) Senior One-Way: Customers must be 65 years of age or older to board Logan Express with a Senior One-Way ticket. Massport reserves the right to request presentation of a valid government-issued identification as a requirement for boarding. Tickets may be used by any eligible Logan Express rider for boarding any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn.

- d) Senior Round-Trip: Customers must be 65 years of age or older to board Logan Express with a Senior Round-Trip ticket. Massport reserves the right to request presentation of a valid government-issued identification as a requirement for boarding. Tickets may be used by any Logan Express rider for boarding any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn. Senior Round-Trip tickets cannot be split among two otherwise eligible riders for the same bus trip.
- e) Passbooks (10 Tickets): A Passbook contains 10 tickets that can be used by an individual or group. Tickets may be used by any Logan Express rider for boarding any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn.

Certain Logan Express products are <u>not available</u> through the Logan Express E-Ticketing System. These products are as follows:

- a) Child: Children under the age of 18 accompanied by a ticketed family member may board any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn for free. Accompanying ticketed family members must present valid boarding passes to the bus driver and indicate the number of accompanying children in the family that will be boarding.
- b) Military: Active duty members of the United States military may board any Logan Express bus service originating from (or departing to) Braintree, Framingham, Peabody, and Woburn for free. Valid active military identification must be presented to the ticketing agent.

The Logan Express E-Ticket purchase price quoted by the online system is fixed only when you complete your purchase. When you provide your credit card details to complete your online purchase, you are authorizing Massport to charge your credit card in the amount of the quoted purchase price.

# 5. Refunds:

Customers requesting a refund on a Logan Express E-Ticket purchase must contact Massport directly. The person requesting the refund must be the original purchaser and must provide a confirmation number and/or other transaction details for the purchase in question. The person requesting the refund shall provide a detailed explanation for the refund request. Massport reserves the right to approve or reject a refund in its sole discretion.

Refund requests can be made by email at: LoganExpress@massport.com

All refunds of Logan Express E-Tickets purchased with a credit card will be issued to the credit card used at the time of the purchase. (No Exceptions.) Refunds on cash purchases will be issued as a check and mailed to the purchaser.

#### 6. No Resale or Assignment of Logan Express E-Ticketing Online Purchases:

The resale or market of any Logan Express E-Tickets, whether on its own or bundled with other services or products, is prohibited without Massport's express prior written consent. Resale will result in cancellation of the E-Ticket without refund.

You may assign Adult and Senior one-way or round-trip tickets and Passbook tickets to other individuals provided that the rider is eligible to board Logan Express using the ticket, and all Logan Express E-Ticket rules and restrictions are observed.

## 7. Safety and Security:

When using Logan Express services and facilities, you must comply with all laws and all other requirements relating to safety and security.

## 8. Limitation of Liability and Indemnity:

You agree that you are using Logan Express at your own risk. To the extent permitted by law, Massport's total liability to you will be limited to a refund of the Logan Express ticket price. In no event shall Massport be liable to you, or anyone claiming through you, for any direct, indirect, special, consequential, or other damages (including without limitation any injury, theft of, or damage to, your vehicle, its accessories or contents, lost profits or business interruption, or damages arising from a missed flight), as a result of your use of the Logan Express E-Ticketing System.

To the extent permitted by law, you agree to indemnify Massport and hold it harmless against any claim, loss, cost, expense, damage, or liability associated with your use of Logan Express, the Logan Express E-Ticketing System, the Logan Express parking facility, or any Massport facility, arising out of your negligence, intentional act or failure to act, or your breach of these Terms and Conditions.

#### 9. Force Majeure:

Massport will not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions, if any, to the extent such failure is caused, without fault by Massport, directly or indirectly by: fire, explosion, cable cuts, vandalism, sabotage, flood, earthquake, elements of nature or acts of God, regional failures of electrical distribution, regional failures of telecommunications services, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or quarantines, epidemic, embargoes, security restrictions and, other similar government action.

### **10.** Collection Expenses:

You agree to pay all costs, including attorney's fees, incurred by Massport to collect any monies due under these Terms and Conditions.

#### 11. Modification:

Massport reserves the right to change these Terms and Conditions at any time. These changes may include, without limitation, a change in any existing fees or imposition of new fees. You will be bound by the Terms and Conditions and the fees posted on the website for the Logan Express E-Ticketing System on the day you purchase the Logan Express E-ticket.

# 12. Severability:

The invalidity of any individual term or terms within these Terms and Conditions shall not affect or impair any other term of these Terms and Conditions, which shall remain in full force and effect.

#### 13. Governing Law:

The laws of the Commonwealth of Massachusetts and applicable federal law govern these Terms and Conditions. Any dispute arising under these Terms and Conditions shall be decided by a court of competent jurisdiction in the Commonwealth of Massachusetts.

#### 14. Waiver of Jury Trial:

By accepting these Terms and Conditions, you voluntarily, intentionally and knowingly waive all rights to a trial by jury as to all claims, disputes or controversies arising out of, or relating to, these Terms and Conditions.

#### 15. Privacy and Non-Disclosure:

In order to process a purchase, Massport will collect and store personal information which may include your name, phone number, and email. Your use of the Logan Express E-Ticketing System and/or the Logan Express indicates your consent to Massport's collection and storage of such information.

You are advised that, pursuant to Massachusetts General Laws Chapter 66, all materials received by Massport which fall within the definition of "public record" as set forth in Massachusetts General Laws Chapter 4, Section 7(26), shall be disclosed by Massport upon request. Massport, however, will seek to hold your financial or personal information in confidence, to the extent consistent with applicable law, except to:

- The financial institution(s) whose accounts you use must have certain financial information to process your transactions and to conduct business operations with Massport.
- Companies that provide Massport important services relating to the operation of Logan Express. Massport requires its service providers to keep your financial and personal information confidential.

#### **16.** Inquiries and Correspondence:

For all inquiries, please send an email to LoganExpress@masssport.com

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