



# CONNECT TRANSIT CARD

## Pilot Program - Privacy Policy

Effective Date: April 18, 2014

### 1. Welcome

- 1.1 Welcome to the Connect Transit Card Program. The Connect Card Program makes using public transit easier by allowing transit users to use a single fare card for multiple transit systems in the greater Sacramento Region. The Connect Card Program is a collaborative effort between the Sacramento Area Council of Governments (SACOG) and a consortium of Sacramento area transit agencies.
- 1.2 The use of the Connect Card Program, specifically the Website, will constitute acknowledgment and acceptance of this Connect Transit Card Privacy Policy. (Please see the *Connect Transit Card Terms & Conditions* for terms and conditions which are also accepted by User/Cardholder upon the use of any aspect of the Connect Card Program). Capitalized terms throughout the Privacy Policy are defined in Section 2, Definitions, below. Please read this Privacy Policy thoroughly and keep a copy for your records.
- 1.3 The use of any Connect Card, Connect Card Website, product, service, or information related to Connect Card is subject to all applicable federal, state, and local laws, regulations, ordinances, and codes. This includes, but is not limited to the *Connect Transit Card Terms & Conditions* participating Agencies' fares, rates, fees, rules of conduct, safety guidelines, and other applicable provisions relating to public transit.

### 2. Definitions

- 2.1 "Agency" or "Agencies": Any and all of the regional agencies, including SACOG, that are part of the partnership formed to plan, manage, operate, and accept the Connect Card Program as payment for transit services.
- 2.2 "Aggregate Data": Information collected for statistical information derived from ridership and purchasing. All PII is removed from this data making it statistical information on a large group of anonymous people.
- 2.3 "Agreement": The *Connect Transit Card Terms & Conditions*, which become accepted by and binding on the Cardholder/User through use of the Connect Card Program.
- 2.4 "Auto-load": The action of automatically loading Cash Value or fare products to a Connect Card by following pre-authorized instructions and form of payment.
- 2.5 "Cash Value": Balance of pre-paid transportation fare electronically loaded on the Connect Card.

- 2.6 “Cardholder”: A person to whom an individual Connect Card has been issued or a person making use of a Connect Card.
- 2.7 “Connect Card”: The smart card, equipped with a computer chip that stores pre-paid electronic transit fare(s) used to ride transit services in the greater Sacramento region.
- 2.8 “Connect Card Program” or “Program”: The Connect Transit Card Program, which encompasses all associated products, services, Features, information, infrastructure, websites, systems, facilities, and staff.
- 2.9 “Connect Card System” or “System”: The electronic data mainframe used for storing and managing Connect Card registration and account information and loading or debiting transit fare to and from Connect Cards.
- 2.10 “Connect Card Website” or “Website”: Any official Connect Transit Card website hosted by the Agencies for the purpose of administering and promoting the Connect Card Program.
- 2.11 “Feature”: Any data, trademark, logo, slogan, image, text, video, graphic, icon, music, sound, article, database or similar service mark developed for the Connect Card Program.
- 2.12 “Load”: The action of transferring purchased transit fare from the System to the card.
- 2.13 “Personally Identifiable Information” or “PII”: Information that can directly be linked to an individual person including: name, mailing address, business name, contact information such as phone numbers and e-mail addresses and the details of credit cards such as the number, expiration date, and security code.
- 2.14 “Reader”: The electronic device on buses and light rail platforms that reads and writes information to and from the Connect Card and transfers information to/from the System.
- 2.15 “Registered Connect Card”: A Connect Card associated with a specific Cardholder through an optional registration process on the Connect Card Website.
- 2.16 “Retailer”: An establishment that, under agreement with the Agencies, distributes Connect Cards and loads fares and Cash Value by use of a Connect Card terminal.
- 2.17 “Sacramento Area Council of Governments” or “SACOG”: An association of local governments in the six-county Sacramento region that provides transportation planning and funding for the region.
- 2.18 “Unregistered Connect Card”: A Connect Card that is not registered through the Connect Card Website to a specific Cardholder (allows Cardholder to remain anonymous).
- 2.19 “User”: Any person interacting on the Connect Card Website.

### **3. Connect Card Privacy Basics**

- 3.1 Cardholder should not provide his/her Connect Card to any third party. Cardholders/Users should not disclose authentication information to any third party and should notify a Connect Card representative of any unauthorized use of their information.
- 3.2 Information related to the Connect Card's use is associated with the Connect Card's serial number. Serial numbers are printed on the Connect Card.
- 3.3 In order to qualify for a discounted fare, the Cardholder may have a photograph printed onto their Connect Card.
- 3.4 Personal information will only be required if it is necessary to complete a transaction. Cardholder/User should avoid relaying personal information in any other context.
- 3.5 When personal information is required, it is important for the Cardholder/User to provide true, accurate, and complete information. Cardholder/User acknowledges that this information is given voluntarily and that he/she may decline to provide the information by not participating in the Connect Card Program.
- 3.6 If there is a problem processing an order or transaction, Cardholder's/User's personal information may be used to contact Cardholder/User.

### **4. Introduction to Aggregate Data and Personally Identifiable Information**

- 4.1 Connect Card microchips contain electronic information that do not include names, but may include Aggregate Data. Aggregate Data is designed to be read only from a Connect Card Reader.
- 4.3 The following Aggregate Data remains on the Connect Card regardless of whether it is registered:
  - a. Serial number
  - b. Type of card (regular, discount)
  - c. Cardholder settings (if any)
  - d. History of transactions (anytime a card is tapped to a system device)
  - e. Available Cash Value
- 4.3 When a Cardholder/User purchases or loads a Connect Card, regardless of method of payment, the following information may be collected:
  - a. Date/time
  - b. Connect Card serial number
  - c. Amount of Cash Value or type of pass purchased
  - d. Method of payment
  - e. Location of transaction

- 4.4 When a Connect Card is presented to a Connect Card Reader, the following information may be collected:
  - a. Date/time
  - b. Connect Card serial number
  - c. Product used (Cash Value or pass type)
  - d. Cash Value available
  - e. Location (including direction of travel and stops)
- 4.5 When a Cardholder/User purchases or loads a Connect Card with a check, PII is collected. PII includes, but is not limited to: name, address, driver's license number, check amount, checking account number, and check routing number.
- 4.6 When a Cardholder/User purchases or loads a Connect Card with a credit or debit card, PII is collected. PII includes, but is not limited to: name, signature, PIN, billing address, card number, CVV Security Code and card expiration date. An encrypted transmission of this information is sent to the Agencies' merchant processing bank for approval from the card issuer. The Connect Card System only retains the Cardholder name, billing address, expiration date, last four digits of card number, and the authorization number generated from that transaction.
- 4.7 When a Cardholder/User loads a Connect Card using the Auto-load option, PII is collected. PII includes, but is not limited to: name, billing address, credit card number, card expiration date, and instructions on when to charge the card. Stored payment card information will be encrypted in the Connect Card System.
- 4.8 If a Cardholder chooses to register a Connect Card, it will be linked to the Cardholder's Personal Identifying Information via a Connect Card account, which entails the collection of PII.

## 5. Connect Card Website

- 5.1 The Connect Card Website is offered to the User, conditioned on acceptance of the ***Connect Transit Card Terms & Conditions***. User additionally acknowledges and accepts this Privacy Policy. The Connect Card Website is part of the Connect Card Program. User acknowledges that Connect Card Program staff or administrators may provide evidence of possible criminal activity to appropriate law enforcement officials.
- 5.2 Cardholder/User acknowledges that certain information is automatically gathered and stored through the use of the Connect Card Website, which includes but is not limited to:
  - a. Internet domain
  - b. Internet Protocol (IP) address
  - c. Type of browser
  - d. Type of operating system
  - e. Date and time of access
  - f. Pages visited
  - g. Links from other websites

h. Links clicked on

- 5.3 The User has the option of permitting the Website to store cookies on their computer or other web-enabled device. These cookies may include information that will simplify data entry using subsequent visits to the Website. Cookies shall not include any Personal Identifying Information related to a User's credit card, debit card, or bank account. However, some Connect Card Website Features and services may not function properly if User's acceptance of cookies is disabled.
- 5.4 Although it may identify a User's computer, Aggregate Data is not considered PII because this information does not specifically identify individuals. This information is consolidated on a daily basis and may be used by Agencies to help understand how Users are navigating the Connect Card Website. Aggregate data may be used to improve the utility and functionality of the Website and to prevent unauthorized access to the Website.
- 5.5 The Connect Card Website may have links to other websites. When User links to an external website, these Terms & Conditions no longer apply. Instead, User is subject to the privacy notice and other terms, if in existence, of that external website.
- 5.6 Cardholder/User may use the Connect Card and browse Connect Card Website without ever disclosing PII. However, certain Features within the Connect Card Program, notably the customer services division, require the sharing of certain information.
- 5.7 Cardholder's/User's PII is collected when he/she:
- a. Creates an account to register an existing card or to order a new card through the Website
  - b. Requests customer services such as an e-mail reply or phone call from a Connect Card representative
  - c. Uses the functionality of password protected areas on a Connect Card Website
- 5.8 Connect Card Website and any Connect Card customer services that require PII are not intended for minors and Agencies will not accept or request information from individuals known to be under the age of eighteen (18).

## 6. Information Security

- 6.1 The categories of PII that are collected through the Connect Card Website may include:
- a. First and last name
  - b. An address (mailing and billing)
  - c. An e-mail address
  - d. Telephone number
  - e. Other Identifiers
  - f. Login/password
  - g. Location of birth
  - h. Secret questions and answers

- 6.2 The User has the option to revise, update or review his or her own PII. The process requires the User to access the Connect Card Website and modify User options or settings. In addition to this method, customers may request changes or be made to update their PII by telephoning the Connect Card Customer Service and Sales Center.
- 6.3 The Connect Card Website will automatically disregard “do not track” signals or other mechanisms that provide User’s the ability to exercise choice regarding the collection of PII over time and across third-party websites.
- 6.4 Other parties may not collect PII about a User’s online activities over time and across different websites when a User uses the Connect Card Website.
- 6.5 The Agencies will not sell PII to other entities for their marketing purposes. The Agencies will only share PII with:
  - a. Agency employees, officials, and contractors
  - b. Other persons if reasonably necessary and within the confines of the law
  - c. Attorney General’s office
  - d. State Treasurer
  - e. United States Department of Justice
- 6.6 Except as otherwise provided by law or this Privacy Policy, the Agencies intend to use and share all information collected through or generated by the Connect Card Program for the purposes of fare media sales, fare collection, monitoring the performance of the Connect Card Program, soliciting and receiving feedback, making further developments to the Connect Card Program, generating reports, analyzing trip behavior, and for any other Connect Card Program or Agency purpose or purposes.
- 6.7 Information collected through or generated by the Connect Card Program may be retained by the Agencies for as long as it is deemed useful or required by applicable law.
- 6.8 Although PII entered on the Connect Card Website will be encrypted during transmission, e-mails are not subject to such encryption. Cardholder/User should not send e-mails containing information considered to be sensitive.
- 6.9 Security measures are intended to protect against unauthorized access to Aggregate Data or PII collected through or generated by the Connect Card Program. Authentication, monitoring, auditing, and encryption assist in safeguarding the integrity of Connect Card telecommunications and computing infrastructure. However, these security measures are in no way fail-proof. **THE AGENCIES CANNOT PROVIDE ASSURANCE THAT COLLECTED INFORMATION WILL REMAIN FREE FROM ACCESS, LOSS, MISUSE, OR ALTERATION BY THIRD PARTIES.**
- 6.10 Access to PII is controlled through the following administrative, technical and physical security measures:
  - a. PII is limited to certain operations and technical employees

- b. Privacy training is required for employees with access to PII
- c. Network firewalls
- d. Encryption
- e. Vulnerability testing is undertaken
- f. Employee oversight
- g. Auditing
- h. Physical access to Connect Card servers is limited
- i. Passcode identification for Connect Card employees

- 6.11 If PII is or is reasonably believed to have been accessed by an unauthorized person, the Agency shall notify the subject of that personal information in accordance with applicable laws and regulations.
- 6.12 California Public Records Act (CPRA) provides for the inspection of public records maintained by state and local agencies. (Cal. Gov. Code § 6250 et seq.) Agency reserves the discretion, if any, to release or withhold records in accordance with the CPRA. Agencies reserve the right to impose fees in accordance with the CPRA for responding to requests for inspection and copying of records. In the event of a conflict between these Terms & Conditions and the CPRA or other law governing the disclosure of records, the CPRA or other applicable law shall control.

## 7. Contact Information

- 7.1 Questions or comments regarding these Terms & Conditions shall be directed to the Connect Card Customer Service and Sales Center:

**Phone:** 511 or (916) 321-BUSS  
(2877)

**Mail:** Connect Card Customer Service and Sales  
1400 29<sup>th</sup> Street  
Sacramento, CA 95816-6406

- 7.2 Formal written questions or comments regarding the Connect Card Program are welcome; send your questions and comments to the Connect Card Customer Service and Sales Center. All questions and comments will be responded to.

## 8. Changes to this Privacy Policy

- 8.1 This Privacy Policy may be amended at any time. If changes occur, copies will be made available in print and on the Website for at least thirty (30) days before they become effective. An alert will be posted on the Website under the News tab. A Cardholder/User signifies acknowledgment and agreement with the changes when he/she uses any aspect of the Connect Card Program after the effective date. After any such material or immaterial changes take effect, all newly collected information, if any, will remain subject to the terms of this Policy. Users are encouraged to check the Website frequently for changes to this Privacy Policy.

- 8.2 For purposes of this section, “material changes” are changes that expand the permissible use or disclosure of PII allowed by the prior version of this Privacy Policy.
- 8.3 For purposes of this section, “immaterial changes” are changes that are non-substantive, such as those that do not affect the permissible use or disclosure of PII allowed by the prior version of this Privacy Policy.

## **9. Closing Provisions**

- 9.1 Agencies will not give, sell, or otherwise distribute addresses maintained by the Agencies or a third party, except as required by law, including but not limited to the California Public Records Act.
- 9.2 If requested, this Privacy Policy can be made available in appropriate alternate formats to persons with a disability. Persons seeking an alternative format should contact the Connect Transit Card Customer Service and Sales Center, pursuant to Section 7.
- 9.4 Section and paragraph headings in this Privacy Policy are used for convenience and reference only. They in no way define, limit, extend or otherwise describe the scope or intent of this Privacy Policy and may not affect the meaning or interpretation of this Privacy Policy.