

TERMS AND CONDITIONS OF USE OF RTA TRANSPORT



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PART 1: DEFINITIONS

1. Definitions

The following terms have the meanings given to them below unless their context in these Conditions requires them to have a different meaning:

RTA	the Roads and Transport Authority, a public authority established under Dubai Law No. (17) of 2005 Concerning the establishment of the Roads and Transport Authority;
Authorised Representative	a person authorised by or on behalf of RTA to enforce these Conditions;
Auto Top-up	the automatic crediting of Stored Value to a personalised Nol Card with a prescribed amount of money from a bank or credit card account nominated by the Nol Card holder, the crediting to take place when the amount of Stored Value held on the Nol Card is less than a threshold agreed between the Nol Card holder and the relevant Nol Card Retailer (or such other amount as may be specified by RTA);
Auto Renewal	the automatic uploading to a personalised Nol Card of a 30-Day Pass on the first day following expiry of an expired Pass, the Fare for such Pass to be paid on the date of uploading onto the card from a bank or credit card account nominated by the Nol Card holder;
Blue Badge Holder	any person with special needs who has been issued with a “blue badge” by the relevant Government Department (including by RTA);
By-Laws	the by-laws issued by RTA in accordance with Article 9 of Regulation No. (3) of 2009 Concerning a Unified Fare Scheme for Utilization of Public Transport in the Emirate of Dubai;
Conditions	these terms and conditions of use applicable to RTA Transport, issued by RTA in accordance with Regulation No. (3) of 2009 Concerning a Unified Fare Scheme for Utilization of Public Transport in the Emirate of Dubai. Any reference to a Condition is to a condition of these Conditions;
Day	a calendar day, including public holidays;
Concession Fare	a reduced Fare (including zero) applicable to certain categories of passengers;
Fare	an amount, in UAE Dirhams, to be paid as consideration for use of RTA Transport (including, where applicable, for a particular type of RTA Transport) as set out in Condition 4.4 and, as regards Concession Fares, as set out in Condition 5;
Gold Class	a category of Nol Card or Nol Ticket entitling the holder to use demarcated sections of RTA Transport reserved for holders of “Gold Class” Nol Cards and Nol Tickets;

Gold Class Holder	the holder of a Gold Class Nol Card or Nol Ticket;
Metro Car Parks	RTA's car parks located at Al Rashidiya, Jumeirah Island and Al Qusais (and at such other locations as may be specified from time to time by RTA for the purposes of these Conditions);
Micro Purchase	the purchase of a service and/or product for which Stored Value is accepted as a means of payment for the service or product in question;
Nol Card	a plastic-based contactless smart card to be supplied by RTA (or by any person so authorised by RTA) for use (amongst other things) in connection with RTA Transport and Other Public Transport Services;
Nol Product	a type of fare product which may be uploaded to a Nol Card or Nol Ticket, as described in more detail in Condition 4.3;
Nol Retailer	RTA and any person appointed and authorised by RTA to sell Nol Cards, Nol Tickets and Nol Products;
Nol Ticket	a paper-based contactless ticket to be supplied by RTA (or by any person so authorised by RTA) for use in connection with RTA Transport and Other Public Transport Services;
Nol Validator	a device which validates ie accepts or rejects the tender of a Fare (including the use of a Pass) at the start and end of a journey made on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries (and such other forms of RTA Transport or Other Public Transport Services as may be specified from time to time by RTA);
Other Public Transport Services	transport services made available to the public in Dubai, other than on behalf of or at the request of RTA, for which Stored Value is accepted as a means of payment for the services in question;
Pass	a Nol Product uploaded to a Nol Card or Nol Ticket which entitles the holder, for a particular period and for selected Zones only, to unlimited travel on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries;
Paid Area	an area of RTA Premises set aside for Fare paying passengers where a Nol Validator regulates entry to and exit from that area;
Premium Service	a service offered by RTA Transport which includes benefits exceeding those normally provided by that service. An example of a Premium Service would include express bus services operated to a Dubai airport with only a limited number of stops;
RTA Premises	any and all premises and facilities (including car parking facilities) made available to members of the public by or on behalf of RTA in connection with the provision of RTA Transport;
RTA Transport	public transport and ancillary services provided by or on behalf of RTA, as more particularly described in Condition 2.1. Where the

context admits, "RTA Transport" includes the type of transport itself and RTA Premises (and the use of RTA Premises);

RTA Transport Provider	RTA and any person providing RTA Transport on behalf of RTA;
Short Trip	a Trip of less than 3 kilometres in length and 90 minutes duration, and during which only 1 Transfer may be made in accordance with Condition 4.4 (D) within the same Zone or an adjacent Zone;
Single Trip	a Trip of any length but of less than 3 hours duration, and during which only 2 Transfers may be made in accordance with Condition 4.4 (D) within the same Zone or an adjacent Zone;
Stored Value	an amount of money (uploaded on and credited to a Nol Card) to be used to pay for a Fare, Other Public Transport Services or a Micro Purchase;
Ticket Vending Machine	a machine at which can be purchased, amongst other things, Nol Tickets, anonymous Nol Cards and Nol Products;
Transfer	changing between different services within the same type of RTA Transport or changing between different types of RTA Transport;
Trip	any continuous journey on RTA Transport (including, potentially, the use of more than one type of RTA Transport), starting from the place at which the journey begins and terminating at the place at which the journey ends; and
Zone	any of the five zones demarcated as such in the Dubai ticketing zones map contained in Condition 4.4 (A).

PART 2: APPLICATION OF THESE CONDITIONS

2. RTA Transport

- 2.1 These Conditions apply to the following transport and ancillary services provided or to be provided by or on behalf of RTA:
- (A) **Dubai Metro:** Any metro train operated by or on behalf of RTA, including those to be operated on the Dubai Metro's Red Line, Green Line, Purple Line and Blue Line;
 - (B) **Dubai Tram:** Any tram operated by or on behalf of RTA, including the tram service known as the Al Sufouh Tram;
 - (C) **Dubai Buses:** Any bus, being a vehicle with a capacity to carry 15 persons or more (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA;
 - (D) **Dubai Taxis:** Any taxi, being a motor vehicle licensed by RTA with a capacity for the commercial carriage of up to 14 persons (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA;
 - (E) **Dubai Water Ferries:** Any water ferry, being a ferry with a capacity to carry 36

persons or more (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA in accordance with scheduled routes;

- (F) **Dubai Water Buses:** Any water bus, being a boat with a capacity to carry up to 36 persons (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA according to a set timetable on either the Dubai Creek or the Gulf;
- (G) **Dubai Water Taxis:** Any water taxi, being a boat with a capacity to carry up to 5 persons (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA to and from RTA authorised boarding piers on the basis of passenger request; and
- (H) **Dubai Abras:** Any traditional abra, being a wooden boat with a capacity to carry up to 20 persons (or such other number as may be prescribed from time to time by law), operated by or on behalf of RTA on set routes on the Dubai Creek or other inland waterways,

(together “RTA Transport” and each a “type of RTA Transport”).

3. **Contractual effect**

- 3.1 These Conditions are a contract between you, our customer, and us, RTA, the issuer of Nol Cards and Nol Tickets, in respect of the use of your Nol Card or Nol Ticket. By using a Nol Card or Nol Ticket, you agree to be bound by these Conditions.
- 3.2 These Conditions explain our obligations to you and yours to us. They apply to your use and our provision of RTA Transport and may be supplemented or amended by RTA from time to time.
- 3.3 Each Nol Card or Nol Ticket is issued subject to these Conditions and applicable By-Laws.
- 3.4 If the Nol Card or Nol Ticket entitles you to make Micro Purchases or to pay for Other Public Transport Services, the terms and conditions applicable to your purchase of those goods and services shall be those of the relevant supplier and RTA shall incur no liability or obligation to you with regard to that purchase.

PART 3: FARES AND TICKETING

4. **Unified automated fare collection and ticketing scheme**

RTA operates a unified automated fare collection and ticketing scheme for all types of RTA Transport. For passenger convenience, various fare and ticketing alternatives are available for purchase. The choice of which fare and ticket is best for you will depend on your intended use of RTA Transport and whether you are eligible for a Concession Fare. The key issues to consider when choosing whether to purchase a Nol Card or a Nol Ticket and which Nol Product you require are as follows:

4.1 **Types of tickets**

- (A) **Nol Card:** This may be used on all forms of RTA Transport. In addition, the Nol Card may be uploaded with Stored Value and used to make Micro Purchases or to pay for Other Public Transport Services. The Nol Card is intended for use by

regular users of RTA Transport or Other Public Transport Services (where Stored Value is accepted as a means of payment for the services in question).

- (B) **Nol Ticket:** This may be used for up to 10 Single Trips or 5 daily Passes on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries, and may be “topped up” but only up to a maximum of 10 Trips or 5 daily Passes per ticket.

4.2 Payment for Nol Cards and Nol Tickets

Nol Cards, Nol Tickets and Nol Products may be purchased and paid for by cash or bank card (provided appropriate facilities are made available for payment by bank card) from any Ticket Vending Machine or Nol Retailer and may be reloaded at the same locations.

4.3 Nol Products

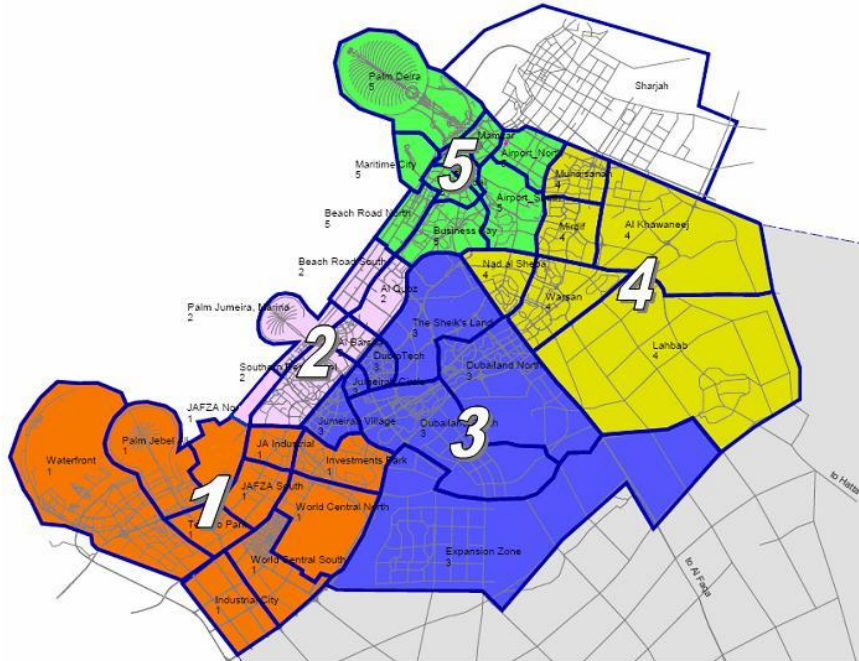
All Nol Cards and Nol Tickets use smart card technology to upload and store on them various types of fare products. We call these Nol Products and they comprise the following:

- (A) **Short Trip:** Fares for Short Trips are available for use on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries.
- (B) **Single Trip:** Fares for Single Trips (other than Short Trips) are available for use on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries. Fares for Single Trips vary depending on whether a Trip is to be made in one Zone only, two adjacent Zones only or three or more Zones.
- (C) **Pass:** For a set Fare, a Pass allows an unlimited number of Trips to be made during a single Day or for a period of 30 consecutive Days on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries. The cost of each type of Pass will vary depending on whether it is to be used exclusively in one Zone only, two adjacent Zones only or three or more Zones (see Condition 4.4 below for more information on Zones).
- (D) **Stored Value:** Nol Cards may be uploaded with an amount of money (subject to a maximum amount of AED 500) which may be used to pay for Fares on all types of RTA Transport, parking at Metro Car Parks, use of Other Public Transport Services and for making Micro Purchases.
- (E) **Gold Class:** On certain types of RTA Transport, including the Dubai Metro, passengers may pay a premium fare to use demarcated sections reserved for Gold Class Holders.
- (F) **Other Public Transport Services:** These are public transport services provided in Dubai independently of RTA. Nol Cards may be used to pay for the use of these services, but the fare structure and the amounts payable for their use will be determined by the providers of the services in question.
- (G) **Concession Fares:** Concession Fares are available for certain categories of passengers (including children, students, Blue Badge Holders and senior persons) on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries. Criteria for eligibility and the steps to be taken to benefit from Concession Fares are described in Condition 5 below.

4.4 Zones and fares

The following arrangements apply (in each case, as provided by RTA or to be provided by RTA) to the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries:

- (A) **Zones:** Each part of Dubai falls within one of five demarcated Zones as shown in the map below:



- (B) **Fare per Trip:** In relation to any Trip, the amount of the applicable Fare will be determined by the length of the Trip and how many Zones you travel in, irrespective of whether you change types of RTA Transport during your journey. Fare amounts vary depending on whether a Trip or Pass relates to travel within one Zone only, two adjacent Zones only or three or more Zones. The following Table and its notes describe in more detail the Fare and ticketing options available:

Standard Fares available for travel on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries
(in each case, to the extent such transportation is made available by RTA)

Type	Short Trip	1 Zone	2 Zones	3 Zones or more
NoI Ticket				
Single Trip	2	2.50	4.50	6.50
Single Trip – Gold Class	4	5	9	13
10 Trips	20	25	45	65
1 Day Pass	14			

Type	Short Trip	1 Zone	2 Zones	3 Zones or more
Nol Card				
Single Trip	1.80	2.30	4.10	5.80
Single Trip – Gold Class	3.60	4.60	8.20	11.60
Single Trip for Senior Persons and Students	0.90	1.15	2.05	2.90
30-Day (Adult) Pass	100		180	270
30-Day (Senior) Pass	200			
30-Day (Student) Pass	170			

In addition:

- (i) AED 2 is payable for the issue of each new Nol Ticket;
- (ii) AED 6 is payable for the issue of each anonymous Nol Card. In addition, any purchase of an anonymous Nol Card shall require a minimum purchase of AED 14 of Stored Value; and
- (iii) AED 50 is payable for the issue of each personalised Nol Card (with photograph) (including any card entitling the holder to a Concession Fare). In addition, any purchase of a personalised Nol Card shall require a minimum purchase of AED20 of Stored Value.

Notes:

- (1) A journey will not be treated as either a Short Trip or a Single Trip where, after you have checked out of a particular type of transport, you then check back in to the same or another type of transport to travel back to your origin.
- (2) If you use Stored Value to make several Single Trips in one Day (but excluding Gold Class Single Trips), the total amount of Stored Value that may be deducted in that Day will be capped at AED 14. For Gold Class Single Trips, there is no limit on the amount of the deductions which may be made in a Day.
- (3) If a Single Trip Fare is paid using a Nol Ticket, any subsequent Trip made on the same Day will be treated for the purpose of calculating its Fare as a new Trip.
- (4) Where a Single Trip or series of Single Trips are purchased using a Nol Ticket, each of those Trips must only relate to the Zone or number of Zones permitted by that Nol Ticket.
- (5) Any Trip outside the scope of a Pass will require payment of a separate Fare.

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- (6) If a Trip starts before but ends after midnight, it is treated as a Single Trip made on the Day on which the Trip commenced.
 - (7) A 30-Day Pass may be purchased up to 5 Days in advance of its first use, and may be renewed 5 Days in advance of its expiry.
 - (8) A premium fare may be payable for Premium Services.

- (C) **Payment of your Fare:** When using a Nol Card or Nol Ticket, payment of the Fare is made by checking in your Nol Card or Nol Ticket against a Nol Validator at the beginning and end of your Trip. If more than one type of RTA Transport is used to make a Trip or if more than one journey is made on any particular type of RTA Transport, payment of the Fare is made by validating your Nol Card or Nol Ticket at the beginning and end of your use of each type of RTA Transport or the making of each such journey (as the case may be). This does not apply to journeys by Dubai Taxi, where the taxi Fare must be paid in cash at the end of your Trip.
- (D) **Transfers:** You may, subject to certain exceptions, change types, or services within the same type, of RTA Transport during a particular journey and if you do so your entire journey will be treated as one Trip. Changing those types or services during a Trip will require you to “check in” and “check out” your Nol Card or Nol Ticket against a Nol Validator at the beginning and end of the Trip. If more than 30 minutes pass between your “checking out” of one such type or service and your “checking in” to another such type or service or, in the case of the use of Dubai Buses in “rural” areas, more than 60 minutes pass, other than where (in each case) this is caused by a delay to a timetabled service, then your journey will not be treated as one Trip and a separate Fare will be payable for that part of your journey which commences after the passing of the period in question.

- 4.5 **Auto Top-up and Auto Renewal:** You may on written application to RTA (with effect from date on which RTA offers this renewal facility to the public) authorise RTA to debit a bank or credit card account nominated by you to provide for the Auto Top-up or Auto Renewal of your Nol Card. If, subsequently, the payment transfer is not authorised by your bank, RTA may blacklist the card and Condition 19.6 shall apply. Only in exceptional circumstances will RTA re-activate a card which has been blacklisted.

PART 4: CONCESSION FARES

5. Concession Fares

Other than for children under 5 and 90cm or less in height, any person eligible for Concession Fares is required to apply for and be issued with a personalised Nol Card. Application forms may be obtained from RTA, ticket offices and such other locations as RTA may from time to time specify and must be submitted to RTA together with the required supporting documentation, a passport sized coloured photograph and the appropriate fee. The following Table describes in more detail the Concession Fares available:

**Concession Fares available for travel on the Dubai Metro, Dubai Tram, Dubai Buses and Dubai Water Ferries
(in each case, to the extent such transportation is made available by RTA)**

Concession category	Nol Card	Type of Fare	Application requirements
Children under 5 years and 90cm or less in height	Not required	Free travel	No application required
Children under 5 years and 90cm or	Personalized Nol Card required	Free travel	UAE resident and proof of age

less in height			
Concession category	Nol Card	Type of Fare	Application requirements
Students up to 25 years and enrolled at an institution recognised by the Ministry of Education	Personalised Nol Card required	Student 30-Day Pass Student Fare using stored value	UAE resident and proof of age and full time student status
Senior persons, being over 60 years	Personalised Nol Card required	Senior 30-Day Pass Senior Citizen Fare using stored value	UAE resident and proof of age
Blue Badge Holder	Personalised Nol Card required	Free Travel	UAE resident and Blue Badge

Different arrangements may apply to staff of RTA Transport Providers and of any other body authorised from time to time by RTA.

PART 5: METRO CAR PARKS

6. Metro Car Parks

6.1 **Car park operation:** Each of the Metro Car Parks has several entry and exit points that are controlled via gate barriers. Entry into and use of the car park facilities can be achieved in one of two ways:

(A) If you hold a Nol Card with Stored Value, you may enter the car park by using the Nol Card and the appropriate charge will be deducted automatically from the card value when exiting the car park. Parking will be free if the holder of the card then travels on RTA Transport within 60 minutes of parking the car.

(B) If you do not hold a Nol Card with Stored Value, you will be issued with a single use Nol Ticket at the entry to the car park and may use that ticket to purchase travel on RTA Transport. Parking will be free if the holder of the ticket then travels on RTA Transport within 60 minutes of parking the car.

6.2 **Daily Car Park charge:** If you park in a Metro Car Park and do not then travel on RTA Transport within 60 minutes of parking your car, you will be charged for car parking at an hourly rate of AED 10, with a maximum charge of AED 50 per day (being 24 hours). However, if you leave the car park within 15 minutes of entry you will only be charged AED 2.

6.3 **Maximum Car Park duration:** You will be permitted to park your vehicle in any Metro Car Park for a maximum of 24 hours. If this period is exceeded, you may be asked to remove the vehicle and to pay a penalty fee of AED 100. Any vehicle that remains in a Metro Car Park for over 48 hours may be towed away and you will be liable to pay a towing charge and a fine.

PART 6: YOUR RESPONSIBILITIES

7. **Purchase of your Nol Card or Nol Ticket**

- 7.1 You may purchase anonymous Nol Cards, Nol Tickets and Nol Products from any Ticket Vending Machine or Nol Retailer. Nol Products (including Stored Value, Passes, top-up and renewal) may be purchased using the internet at www.nol.ae.
- 7.2 After purchasing a Nol Card or Nol Ticket, you should check that the details shown on it are consistent with the Trip you intend to make or the type of Nol Product you intended to purchase, and that you have received the correct change if any is due. If you think a mistake has been made, you should immediately inform the person who sold you the Nol Card or Nol Ticket or, if the purchase was made from a Ticket Vending Machine, immediately report the problem to the nearest Authorised Representative.

8. **Inspection of Nol Cards and Nol Tickets**

At all times while you are travelling on RTA Transport or are within a Paid Area you must be able to show and, if asked to do so by an Authorised Representative, hand over for inspection a Nol Card or Nol Ticket which (unless otherwise specified by RTA) has been activated for the purpose of your intended Trip. You activate your Nol Card or Nol Ticket by checking it in against a Nol Validator at the commencement of your Trip. If your Nol Card or Nol Ticket has not been activated in this way, you will be treated as having used RTA Transport without paying the appropriate Fare and a fine (as determined pursuant to the By-Laws) may be payable.

9. **Boarding and alighting RTA Transport**

When boarding and alighting RTA Transport, you should make sure that:

- (A) you board the correct type of RTA Transport and that it is operating in your intended direction of travel;
- (B) if appropriate, you travel in the correct section of RTA Transport;
- (C) you alight at the correct station, stop or pier, including any station, stop or pier where you need to change to a different type of RTA Transport; and
- (D) you keep your luggage, and any other possessions, with you at all times.

RTA will not be responsible for any loss of luggage or possessions, or delay to your Trip, arising from your failure to comply with these Conditions.

PART 7: MICRO PURCHASES

10. **Use of your Nol Card to make a Micro Purchase**

- 10.1 You may use a Nol Card to make a Micro Purchase where a RTA notice states that this method of payment is acceptable.
- 10.2 The applicable purchase price will be displayed at the place where your Micro Purchase is made.

- 10.3 By using your Nol Card to make Micro Purchases, you agree to be bound by any terms and conditions applicable to your purchase which may be displayed where you make the Micro Purchase.

PART 8: FARE FREE DAYS

11. Fare free days

- 11.1 RTA may from time to time offer a Fare free Day on specified RTA Transport. If you have a valid Nol Card or Nol Ticket you will be able to travel for free on the RTA Transport to which the Fare free Day relates.
- 11.2 Holders of 30-Day Passes in force on a Fare free Day will not be entitled to any refund for travelling on that Day and there will be no extension to the validity period of the Pass.
- 11.3 For travel on any RTA Transport which does not benefit from a Fare free Day or for travel on Other Public Transport Services (unless the providers of those services are participating in the Fare free Day), standard Fares will be payable.

PART 9: RESERVED AREAS

12. Gold Class

Except with permission of an Authorised Representative, no person shall remain in any seat or any part of any RTA Transport where a notice indicates that it is reserved for a specified category of passenger, including Gold Class Holders

13. Women and children

No male person shall enter any area (including a metro carriage) reserved for women and children, except male children under 10 accompanied by a woman.

PART 10: SERVICE DISRUPTION

14. No undertakings given on availability

RTA intends that all RTA Transport will be operated safely, reliably, punctually and in accordance with best international practice. However, no undertaking is given and no obligations are assumed by RTA to passengers with regard to making available any particular RTA Transport or its accessibility at any particular time. RTA does not undertake that a passenger will be conveyed on any particular RTA Transport or in any particular class or that any RTA Transport will depart or arrive from a station, stop or pier at a particular time or times. A Gold Class Holder who does not travel in or is unable to sit in a Gold Class section or if there is no Gold Class section will have no entitlement to a refund of the difference in the Fare.

PART 11: NOL CARD REFUNDS

15. Refund options

15.1 You may be entitled to a refund of your Nol Card in the following situations:

- (A) if you no longer wish to use a Nol Card and want to return it;
- (B) where, in the opinion of RTA, you have a valid reason to discontinue the use of your Nol Product, but will otherwise retain the Nol Card;
- (C) when a Nol Card is faulty and requires replacement; or
- (D) where a personalised Nol Card is lost or stolen.

15.2 You may apply for a refund in person at certain Nol Retailers. If you are entitled to a refund, then either an on-the-spot cash refund or a deferred refund will be made (less any applicable refund fee).

15.3 If payment of the refund is to be deferred you will be issued with a collection slip. The slip will indicate the earliest refund date and a collection location selected by the card holder if the refund is not to be credited to an account. You must provide a mobile or other telephone number at which you can be contacted if the refund has not been collected within 30 Days of the stipulated refund date. If you do not collect your refund within a further 90 Days (or such other period as may be determined from time to time by RTA), you will lose your entitlement to it and the refund will accrue to RTA.

- 15.4 For Auto Top-up or Auto Renewal enabled Nol Cards, if you apply for and are due any refund it will be paid by crediting the bank or credit card account used for the purpose of the Auto Top-up or Auto Renewal.
- 15.5 If the holder of a personalised Nol Card wishes to retain the card for identification purposes, RTA may waive its right to retain the card.
- 15.6 Refunds with regard to Nol Cards issued in conjunction with the product of third party retailers (for example hotels) may be subject to different rules, which you should obtain from the relevant Nol Retailer.

16. **Refunds**

- 16.1 All refunds are at the discretion of RTA, and no partial refund will be made.
- 16.2 If you hold an unused Pass (on either a Nol Card or Nol Ticket) but are unable to travel due to unforeseen circumstances reasonably acceptable to RTA, you may apply for a refund calculated as follows:

Refund value for 30-Day Pass = 0.03 x price paid x 30 (Days)

- 16.3 Any refund of Stored Value shall be calculated:
- (A) if the Stored Value is AED 500 or more, as 97.5% of the Stored Value; and
- (B) if the Stored Value is less than AED 500, as the Stored Value minus the higher of AED 5 and 2.5% of the amount of any such refund.
- 16.4 All Nol Cards and Nol Tickets remaining inactive for a period of 7 years (or such other period as RTA may from time to time decide) from their last transaction shall be assumed to be retired, and no refund of any travel deposit shall be payable after that period.

17. **Faulty Nol Cards**

- 17.1 If your Nol Card is faulty you will be entitled to either a refund (in accordance with Condition 17.2) or a replacement (in accordance with Condition 18).
- 17.2 If you wish to obtain a refund, Conditions 15.2 and 15.3 will apply.
- 17.3 Nol Cards issued in replacement for faulty Nol Cards shall not be accepted for refunding until the outstanding transactions of the original (faulty) Nol Card have been settled and the credits/debits have been processed.

PART 12: REPLACEMENT NOL CARDS AND NOL TICKETS

18. **Replacement**

- 18.1 If your Nol Card or Nol Ticket fails to work properly or at all you should seek a replacement.
- 18.2 If an Authorised Representative or a Nol Retailer determines, in its sole discretion, that your Nol Card or Nol Ticket has been obviously mistreated i.e. it has been badly bent, folded or torn, you may not be entitled to a replacement free of charge. If so, you will be liable to pay the standard fee applicable to the purchase of a new Nol Card or Nol Ticket.

- 18.3 For a holder of a faulty personalised Nol Card, if RTA is unable to provide an immediate replacement then a temporary anonymous Nol Card will be issued. All temporary anonymous Nol Cards shall be of the standard type regardless of the Concession Fares to which the holder was entitled. Any difference between the standard Fare paid by the holder and the Concession Fare to which the holder would otherwise have been entitled may, at RTA's discretion, be reimbursed to the holder.
- 18.4 Any refund or replacement of a Nol Card or Nol Ticket will be based on the most current records available on RTA's database with regard to any unused Nol Product(s) registered against the Nol Card or Nol Ticket in question.
- 18.5 Except where specified by RTA, the life of all Nol Cards is 5 years from their date of purchase but personalised Nol Cards issued to children have a life of up to 6 years. A replacement will be required once the period in question has expired. All Nol Tickets must be used within 90 Days of their purchase.
- 18.6 You will be alerted to the need to replace your Nol Card on its expiry through messages displayed at ticketing devices, or by SMS, email or mail. On receiving the message, it is your responsibility to replace your Nol Card as soon as possible by complying with the application process prescribed by RTA and paying the applicable fee.

PART 13: LOST NOL CARDS AND NOL TICKETS, AND BLACKLISTING

19. Lost Nol Cards and Nol Tickets

- 19.1 RTA is not responsible for any financial loss incurred as a result of the loss or destruction of a Nol Card or Nol Ticket. Furthermore, RTA has no obligation whatsoever to prevent the use of a lost Nol Card or Nol Ticket by a person other than the original holder.
- 19.2 Anonymous Nol Cards and Nol Ticket holders who lose or destroy their card or ticket will have to purchase a new Nol Card or Nol Ticket at their own expense from any Nol Retailer.
- 19.3 Personalised Nol Cards will not be replaced until the original card has been blacklisted on RTA's database.
- 19.4 Holders of a personalised Nol Card (with or without a photograph) are encouraged to report the loss of their Nol Card either to RTA by telephone (the number 800 9090 is available 24 hours, 7 days per week) or at any Nol Retailer. To report the loss, the following minimum items of information will be required:
- (A) card tag identification;
 - (B) personal details of card holder; and
 - (C) card pin number.
- 19.5 Once the loss of a personalised Nol Card has been reported to RTA with the required information, RTA will blacklist the lost card as soon as practicable but no later than 24 hours from the time of the report. RTA may refund the value of the card determined, in accordance with Condition 16, as at the time of its loss, except that any amount used on the card within 24 hours after its loss was first reported to RTA will be for the account of the card holder.

- 19.6 When the loss or theft of a personalised Nol Card is reported to RTA, it will be blacklisted by RTA so that it can no longer be used on RTA Transport.
- 19.7 Any Nol Card which has been cancelled may be re-activated at RTA's discretion on application by the holder of the cancelled Nol Card and upon receipt of appropriate proof of identity.

PART 14: TRAVELLING WITHOUT A VALID NOL CARD OR NOL TICKET

20. Travelling without a Nol Card or Nol Ticket

- 20.1 Any person (other than a child who is under the age of 5 and below 90cm in height) who is within a Paid Area or travels or attempts to travel on RTA Transport:
- (A) without a Nol Card or Nol Ticket which has been activated by checking in at a Nol Validator;
 - (B) with a Nol Card or Nol Ticket which has not been uploaded with the appropriate Nol Product (including sufficient Stored Value) for the Trip in question or which is being used for a Trip which includes more Zones than is permitted by the Nol Product uploaded to the Nol Card or Nol Ticket;
 - (C) with a Nol Ticket which is invalid for travel in the carriage, section or compartment of RTA Transport in which that person is travelling and, in the case of a person travelling in a Gold Class compartment, without a Gold Class Nol Card or Gold Class Nol Ticket;
 - (D) with a Nol Card or Nol Ticket which has been damaged, altered or interfered with, including where coded data has been altered, erased or damaged;
 - (E) with an expired Nol Card or Nol Ticket; or
 - (F) with a personalised Nol Card for use in conjunction with a Concession Fare, when that person does not meet all of the conditions subject to which that personalised Nol Card was issued,

shall be regarded as not having paid the correct Fare for a Trip and may be liable to pay a fine and to deliver up the affected Nol Card or Nol Ticket, if any, to RTA or an Authorised Representative.

PART 15: UNAUTHORISED USE OF PASSES

21. Unauthorised use of Pass by a person other than the holder of the Pass

- 21.1 Personalised Nol Cards are valid for use by the relevant holder of the personalised Nol Card, as indicated by the particulars printed on the Nol Card. Any other person using a personalised Nol Card to travel on RTA Transport shall be in breach of these Conditions. He or she shall be treated as if travelling without a valid Nol Card or Nol Ticket and may be fined accordingly.
- 21.2 In addition, the personalised Nol Card shall be confiscated and shall be returned to its registered holder with a warning if such use by a third party is a first occurrence. Upon a second occurrence within one year, the remaining validity of the Nol Card shall be forfeited and the Nol Card holder will not be allowed to purchase a new personalised Nol Card for

at least six months and shall be prohibited, indefinitely, from purchasing any further 30-Day Passes.

PART 16: OWNERSHIP OF NOL CARDS AND NOL TICKETS

22. Ownership of Nol Cards and Nol Tickets

- 22.1 All Nol Cards and Nol Tickets shall remain the property of RTA and shall be produced at any time on demand by any Authorised Representative or, if a Nol Card is used to travel on Other Public Transport Services, then on demand by the provider of those other services.
- 22.2 RTA shall retain all Nol Cards and Nol Tickets which have been returned to or replaced by Nol Retailers or for which refunds have been made. In the case of personalised Nol Cards which are used for identification purposes, RTA may waive its right to retain the card.

PART 17: COMPLAINTS

23. Customer claims and complaints

Should you wish to comment on or complain about any RTA Transport, please submit your comment or complaint to the RTA Customer Service Centre (800 9090) or at any ticket office.

PART 18: DATA PROTECTION

24. Personal data

All personal data collected by RTA from or arising out of the use of a Nol Card or Nol Ticket shall be used for the purposes of and incidental to the operation, management and improvement of RTA and the unified Nol Card and Nol Ticket scheme.

25. Transaction records

Travel information on the last 10 Trips made using a Nol Card may be obtained from any Ticket Vending Machine or on request from any Nol Retailer. Nol Card holders may ask to see recent transaction records applicable to the use of their Nol Cards (other than in relation to the last 10 Trips) by paying the relevant fee (if any) and submitting a request in the form specified from time to time by RTA. RTA reserves the right to refuse the request and is under no obligation to provide those records.

PART 19: LIABILITY

26. Limitation of liability

- 26.1 RTA shall not be liable to the maximum extent permitted by the laws of Dubai and those Federal Laws of the United Arab Emirates that are applicable to Dubai, and whether or not caused by the negligence of RTA, any Authorised Representative, any RTA Transport Provider or otherwise, for any claim, loss, liability, damage, cost or expense that a person may suffer or incur in connection with:

(A) the use or issue of a Nol Card or Nol Ticket; or

- (B) any delay in issuing a Nol Card or Nol Ticket or the suspension or discontinuance of an issued Nol Card or Nol Ticket; or
- (C) any delay or detention arising from the use of a Nol Card or Nol Ticket (including any damaged Nol Card or Nol Ticket); or
- (D) any travel on or use of any type of RTA Transport or use of RTA Premises,

but so that this limitation shall not apply to any liability arising out of death or personal injury caused by the negligence of RTA or any RTA Transport Provider.

26.2 It is expressly acknowledged that RTA is not involved in the operation of Other Public Transport Services, irrespective of whether a Nol Card or Nol Ticket is used to pay for those services. Passengers who travel on or use Other Public Transport Services do so in accordance with the rules and regulations applicable to the services concerned. These Conditions are in addition to and do not affect any terms and conditions which might be imposed by the providers of Other Public Transport Services.

26.3 Damaged or defective Nol Cards or Nol Tickets may not be recognised for the purpose of payment of Fares by Nol Validators. RTA shall not be liable for any loss, delay or inconvenience that may be caused if a Nol Card or Nol Ticket is not accepted by a Nol Validator.

PART 20: AMENDMENT AND MISCELLANEOUS CONDITIONS

27. Amendment to these Conditions

27.1 RTA may from time to time amend any part of these Conditions. RTA will give notice of any amendment, which may have immediate effect, by posting the same at the offices of Nol Retailers and on the internet.

28. No waiver

No failure or delay on the part of RTA, or any other RTA Transport Provider, in exercising any power, right or remedy under these Conditions shall constitute a waiver of that power, right or remedy. Nor shall any single or partial exercise of any power, right or remedy by RTA or any other RTA Transport Provider preclude the further or other exercise thereof, or the exercise of any other power, right or remedy that it may have.

29. Assignment

These Conditions shall not be assignable by you, either in whole or in part. RTA reserves the right to assign its rights and obligations under these Conditions.

30. Suspension of your use of RTA Transport

RTA reserves the right at any time to suspend, whether indefinitely or for a prescribed period, your permission to use RTA Transport if RTA concludes, in its absolute discretion, that you have engaged in an activity which breaches these Conditions or the By-Laws.

31. Indemnity

You agree to indemnify and hold harmless RTA, Nol Retailers and their respective agents, directors, officers and employees from any liability to third parties arising from or related to your breach of these Conditions or the By-Laws.

32. **Governing law**

These Conditions are governed by the laws of Dubai and such Federal Laws of the United Arab Emirates as are applicable to Dubai.

33. **Arabic version to prevail**

We have provided an English language translation of these Conditions for reference. If there is any inconsistency between the English and the Arabic versions, the Arabic version shall prevail.