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Clear Support

This email is for general inquiries about Clear. For specific inquiries, please call us directly at (866) 848-2415.
*Required

Email:*

Message:

Clear Corporate Enrollment

This email is for general inquiries about Clear. For specific inquiries, please call us directly at (212) 332-6363. *Required

Your Name:*

Your Phone Number:*

Your Company:

Home Airport:

Clear Public Relations

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Membership Agreement

Terms and Conditions

Clear®

Registered Traveler Program

Verified Identity Pass, Inc.

MEMBERSHIP AGREEMENT

This is a Membership Agreement between Verified Identity Pass, Inc. (Clear) and its applicants and members. The Clear Program is operated by Verified Identity Pass, Inc., a privately held company. It is regulated by the U.S. Government's Transportation Security Administration (TSA), which is a division of the U.S. Department of Homeland Security.

I. Introduction

Below you will find the contractual terms that will govern our relationship with you. Although by nature much of it is complicated, we have attempted to write it in plain English. And we've drafted it in a way that is consistent with the overall idea behind Clear - that we are engaged in a risk management service, not a risk elimination service.

II. Membership Eligibility

Our service is available only to U.S. Citizens and permanent foreign residents aged 12 and over, and may only be used by individuals who can form legally binding contracts under applicable law. Our service is not available to children (persons under the age of 18), unless you use this service in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, please do not apply for membership.

According to Transportation Security Administration policies, children under the age of 12 may not enroll in a registered traveler program, but may access the Clear lanes when accompanied by a parent or legal guardian that is a registered traveler participant in good standing.

Children using the Clear lane who are 11 and under will be processed through the security checkpoint as "non-members". Minors above the age of 12 are eligible to join the program through the same process as adults with the additional requirement that a parent or legal guardian must be an approved registered traveler member and must consent in writing to permit the child to join the program.

III. Fees and Services

You are responsible for paying all fees associated with using our service. When you complete the online portion of Clear enrollment, you will select a term length and agree to the fee associated with that term.

Should you cancel your Clear membership, your card will be deactivated and you will receive a pro-rated refund of your Clear membership. In the case of a multi-year membership, the first year of your membership is valued at the retail price of a one year membership, and the balance of your total membership cost is applied equally to the remaining term. For example, if you signed up for a two year membership, costing \$358, and cancel at the end of your first year you would receive a refund of \$159, which is the two year cost less \$199 (the one year retail price).

Your credit card will be billed at the time of approval of your membership. Unless you instruct us otherwise after we give you advance notice, at expiration of your initial membership term, we will bill your credit card for renewal of the service at the then-applicable rate for the original term length you selected.

Your Clear Account is set by default (i) to auto-renew for the same term length as the one originally selected, except in the case of 3 or 6 month trial memberships, which will be renewed for a term length of one year and (ii) to charge automatically your credit card at the currently-applicable rate for the renewal term when your term expires. Renewal fees are subject to the same pro-rated refund policy as initial membership fees. You can turn off auto-renew at any time by calling Clear support at (866) 848-2415.

If your membership application is not approved, your credit card will not be charged. Our pro-rated refund policy does not apply to advance payments for multiple memberships paid for by third parties.

If you are enrolling in Clear through a promotion, the Terms and Conditions of that promotion shall apply.

IV. Use of Our Website

This website is owned and operated by Clear. Clear provides its services to you subject to the terms and conditions described in the Terms and Conditions section of our website. When you use this service, you accept those conditions.

V. Privacy

Please review our [Privacy Policy](#) to understand our privacy practices that govern this membership Agreement.

VI. Clear's Obligations to Applicants and Members

In providing the Clear membership Service, Clear agrees as follows:

1. Clear shall administer an application and enrollment process which will serve to ascertain through the collection of biographic information that the applicant meets certain criteria to prove his identity ("the enrollment process").
2. Clear shall register applicants in-person by taking biometric identifiers, including fingerprints and iris (the biometric information), and photographs for Clear membership.
3. Clear shall issue a membership card upon applicant's successful completion of both the online enrollment process and the in-person registration.
4. Clear warrants that it will keep the promises contained in its Privacy Policy referenced in V above, and instruct its directors, officers, employees or agents not to commit any action which causes it to be in violation of those principles. Clear reserves the right from time to time to change these policies, and if it does so it shall inform all customers by email.

VII. Applicants' and Members' Obligations

In contracting for the Clear membership service, applicants and members (who shall be known collectively as "Customers") agree as follows:

1. Customer acknowledges and agrees that for the fee charged, Clear cannot be an insurer against injuries or losses related to the performance of the membership cards, the card readers, and/or the overall system for granting access to the members' designated lane ("the access system"); and therefore, that the customer will not hold Clear liable for any injury or loss in connection with the access system and from any loss or expense suffered by Customer resulting directly or indirectly from its performance or failure.
2. Customer acknowledges that in the case of a lost or stolen card, it is the customer's responsibility to notify Clear at flyclear.com or (866) 848-2415 as soon as possible.
3. Customer acknowledges that the enrollment term begins on the day that the card can first be used by the member.
4. Customer acknowledges that all decisions related to who is allowed to board or not to board an airplane at any airport are solely the responsibility of the federal Transportation Security Administration (TSA) and that Clear cannot in any way be responsible for any direct or indirect consequences or damages related to those decisions.
5. Customer acknowledges and agrees that Clear is intended to be and is offered as a risk management tool, not a risk elimination tool, and that while Clear may lessen the risk of criminal, terrorist and other dangerous acts in places where the Clear Service is used, while enhancing

convenience, Clear is not an insurer and in no way eliminates those risks. Because of the limits inherent in the Clear process, including the limits of, and possibility of errors in the screening process, as well as the impossibility of predicting human behavior based on the prior acts of members, neither Clear nor the facilities in which it is used shall be liable for any loss, injury or damage to property, to customer or to third parties, arising from any use of the Clear card and its access system.

VIII. TSA Required Conditions

1. Customer acknowledges that Registered Traveler is linked to the national security environment and that the Transportation Security Administration (TSA) can suspend the program at any or all locations at any time if changes in the security environment warrant. If the registered traveler program is suspended by the TSA, the amount of days missed due to the suspension will be added to the end of the membership term. If the registered traveler program is shut down by the TSA, the customer will be provided a pro-rata refund of his or her membership fee.
2. Customer acknowledges and agrees that payment of a fee to participate in Registered Traveler neither guarantees acceptance into RT nor continued enrollment status in RT.
3. Customer authorizes Clear to collect and retain information necessary to provide customer support including the biometric information collected at enrollment.
4. Customer acknowledges and agrees to update his/her biographical data, such as address or phone number, within 30 days of any changes taking effect.
5. Customer acknowledges and agrees that he/she has received a copy of the TSA Privacy Act Statement.

TSA Privacy Act Statement

Authority: 49 U.S.C. 114 authorizes collection of this information.

Purpose: TSA is collecting this information from all individuals who apply to participate in the Registered Traveler program. TSA will use this information to verify your identity, to conduct and adjudicate a security threat assessment, and, if you are accepted into Registered Traveler, to conduct ongoing security threat assessments and to issue a "smart card" to you that will identify you as a Registered Traveler. Furnishing this information is voluntary. However, failure to provide it may delay or prevent the completion of the security threat assessment, without which you may not be permitted to participate in this program.

Routine Uses: The information will be used by and disclosed to TSA personnel and contractors or other agents who need the information to assist in the operation of Registered Traveler. Additionally, TSA may share this information with airports and airlines to the extent necessary to ensure proper identification, ticketing, security screening, and boarding of Registered Travelers. TSA may disclose information to appropriate law enforcement or other government agencies as necessary to identify and respond to outstanding criminal warrants or potential threats to transportation security. TSA may also disclose information pursuant to its published system of records notices, DHS/TSA 002, Transportation Security Threat Assessment System (T-STAS) and DHS/TSA 015, Registered Traveler Operations Files, both of which were last published in the Federal Register on November 8, 2005, at 70 FR 67731-67736.

IX. Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue for any claim, demand or action under this Agreement shall be New York County, New York.
2. This Agreement and any Terms and Conditions of any promotion through which Customer enrolls, constitute the entire understanding of Clear and Customer. If any provisions in this agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall not render this agreement unenforceable, invalid or illegal as whole.
3. The Customer may not assign, transfer or delegate any rights or obligations hereunder.

Email Sign Up

Let us send you information

about Clear

Special Offers

There are lots of ways to get Clear for a lot less.

[Family Discounts >](#)

[Multiple Year Discounts >](#)

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Questions? Call us at (866) 848-2415

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