

Terms and Conditions of Use –Brighton & Hove Bus and Coach Company Limited App (the “Company”)

These terms and conditions (the “**terms**”) govern the use of the Company’s App (the “**App**”). By downloading the App you agree to be bound by these terms. “We” “us” “our” refers to the Company. “You” “your” refers to the person downloading and/or using the App. We may modify these terms at any time by posting revised terms on the App and/or the Company website.

Terms on this site:

1. **How it works:** The mobile tickets / M Tickets are downloaded to your registered mobile device via the internet for travel on the Company’s services. One copy of the App may be installed per device only. You must not install more than one copy of the App under different names. Breach of this term may result in the driver refusing travel to the person presenting the M Ticket. M Tickets are intended only for the holder of the mobile device to use - multiple tickets cannot be activated on one device and shared - except for DUO and Family M Tickets which allow more than one person to travel.
2. **Display to Company Staff:** By purchasing an M Ticket you agree to cooperate fully with the Bus Driver or Ticket Inspector and show your phone/ticket for inspection if asked to do so. Your M Ticket should be displayed clearly on the device screen (ensure you can see all 4 characters of the password by adjusting your screen text size) to show to the Bus Driver or Ticket Inspector when requested. If you are unable to show the M Ticket to the Bus Driver or Ticket Inspector when requested then a paper ticket will need to be purchased and a penalty fare may be charged. It is your responsibility to ensure that the mobile phone is sufficiently charged to display the M Ticket as many times as required for the duration of your journey (including at origin and destination stops).
3. **Use of the App – The App:**
 - a. allows you to buy tickets for travel with the Company and provides you with other ancillary information (the “**purpose**”) all tickets purchased for travel via the App are subject to the terms and conditions of carriage of the Company that can be found here; https://s3-eu-west-1.amazonaws.com/images.buses.co.uk/downloads/Conditions_of_Carriage_24_May_2018.pdf
 - b. may only be used for the purpose and for your own personal use. **You may not use the App or allow the App to be used for any reason other than the purpose and specifically you may not use the App for commercial purposes;**
 - c. Is owned by the Company and its licensors. All intellectual property rights contained in, or which exist in the appearance or operation of, the App are, as between you and us, the property of us and our licensors and to the extent we are able we grant you a revocable, royalty free licence to use the App for the purpose only.
4. **Technical Requirements.** The App may only be accessible and function when used in conjunction with certain operating systems. It is your responsibility to ensure that the mobile device that you operate the App on has the required version of the relevant

operating system. You are responsible for all data charges incurred when using the App with the provider of data services to your mobile device.

5. **Suspension and Termination.** We may cease to operate the App or make it available at any time (either permanently or temporarily) and, other than refunding the values of any balance associated with unused portions of tickets purchased using the App, shall have no liability to you for such temporary or permanent cessation.
6. **Security:** The safekeeping of the M Ticket is your responsibility. If you lose or damage the mobile device on which your M Tickets are stored, we will not be liable to replace lost days. Copying mobile tickets to other devices or to third parties is strictly prohibited as is any other behaviour carried out with the intent to de-fraud the Company. In the event that we have reasonable suspicion of any such activity we reserve the right to terminate your account and to pursue any losses or damages as a result, through the civil or criminal courts as appropriate.
7. **Data Protection:** any personal data about you collected via the App is subject to the Company's privacy policy found here; <http://www.buses.co.uk/information/privacy.aspx>
8. **Availability and Liability:** We do not warrant that the App will be available at all times or that when available it will function without error but we will use our reasonable endeavours to ensure that the App is available for use and operative at all times during which our Company operates services, however we will not be responsible or liable where failure of the App is due to a reason beyond our reasonable control. **In the event that the App does not work for any reason which is within our reasonable control then our sole liability to you shall be a refund of the cost of any journey which has been pre paid and that you are unable to make due to the App's unavailability. We will not be liable for any other losses of whatever type suffered by you. Applications for refunds due to unavailability shall be notified to the Company in writing. (mtickets@buses.co.uk)**