

fflecsi

TRANSPORT FOR WALES FFLECSI MOBILE APPLICATION: TERMS OF USE FOR CUSTOMERS IN WALES

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU REGISTER OR USE
THE APP

1. THESE TERMS

- 1.1 These are the terms and conditions on which we will provide you with services and digital content via the Transport for Wales Fflecsi Mobile Application (the "App").
- 1.2 In addition to these Terms, your use of the App is also subject to any other terms brought to your attention when using the App.
- 1.3 Transport for Wales does not operate bus services, and your use of any vehicles requested via the App, is strictly subject to the conditions of carriage for the operator of the service on which you are booked and any fflecsi specific conditions of carriage set out in section 14 of these Terms.
- 1.4 In registering and using our App, you agree to comply with these Terms and any restrictions or other terms brought to your attention when registering via the App or when using it from time to time.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Transport for Wales ("TfW") and our registered office is at 5th Floor, South Gate House, Wood Street, Cardiff, Wales, CF10 1EW. We provide the App to you in order to facilitate demand responsive transport on certain services in Wales by offering a platform for you to pre-book your bus journeys and providing that booking information to the relevant Welsh bus operator providing the booked service.
- 2.2 You can contact us by email at helo@fflecsi.wales or by calling our customer service number on 0300 234 0300.

3. ELIGIBILITY SECTION

Age

Individuals over the age of 18 shall be entitled to register and use the App to book travel. Minors between the ages of 16 to 18 may also have their own accounts, but they must have consent from their parent or guardian.

4. REGISTRATION AND LOG-IN DETAILS

- 4.1 The App can be downloaded from both the iOS and Android application stores on your smart phone or tablet. In order to use the App, you must register certain information to create an account for use with the App. In order to create your account you must provide a username, password, UK mobile phone number and email address.
- 4.2 You are responsible for your log-in details and for keeping your information accurate.
- 4.3 You are responsible for any activity resulting from the use of your log-in credentials on the App.
- 4.4 You represent and warrant that the information you provide to TfW upon use of the App and at all other times in the booking process will be true, accurate, current, and complete.
- 4.5 To use the App, you need to log-in by providing the username and password you created at registration. Your account is personal to you, and you may not share your account information with a third party.
- 4.6 If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify TfW by e-mail to helo@fflecsi.wales. You will be solely responsible for the losses incurred by TfW and others due to any unauthorised use of your account.

5. SERVICES

- 5.1 The App will enable you to pre-book and track travel on bus operator vehicles that have opted in to the fflecsi transport scheme. The App is designed to cover all elements of the booking service including confirmation of your pick-up point and all other services available to you via the App. Once a booking had been made, push notifications on smartphones or tablets can also be enabled to set travel reminders and to provide you with additional updates on your journey closer to the day of travel such as the vehicle registration and a live estimated time of the vehicle's arrival. These services are jointly referred to in these Terms as the **"Services"**.
- 5.2 Please be aware that your journey with the bus operator is governed by a separate contract between you and the bus operator called the conditions of carriage. TfW are not responsible for changes to your journey after a booking has been made or for any delays or cancellations to your trip. You

should familiarise yourself with clause 14 below to understand the bus operator's legal obligations to you and your obligations while you are travelling in their vehicle.

6. ADDITIONAL TRAVELLERS

6.1 If you make a booking and multiple people are travelling in your party, you, as the holder of the account associated with the booking, are responsible for the conduct of everybody travelling in your party.

6.2 When you make a booking for multiple people, you must indicate how many people are travelling in your party and provide us with contact details for these passengers if requested to do so. If you do not provide these details, the bus operator shall be entitled, at their sole discretion, to refuse boarding for additional passengers in your party who cannot be identified.

7. PAYMENT

7.1 The App is free to use and there is no associated booking fee when making use of our Services. You will not be asked to provide any bank card details or to register a direct debit when using the App.

7.2 Payment for your journey is made to the bus operator driver on the day of travel and TfW are not responsible for any payment processing. The bus operator's payment policies are governed by separate conditions of carriage. You should familiarise yourself with clause 14 below to understand the bus operator's legal obligations to you and your obligations while you are travelling in their vehicle.

7.3 Cancellations

We understand that it may sometime be necessary to change your plans. We will therefore not charge you a cancellation fee if you cancel a booking made by the App. However, regular cancellations affect the ability of bus operators to provide a good service to other passengers and therefore where there are repeated cancellations made by you we reserve the right to suspend operation of your account at our sole discretion and not take any further booking from you.

7.4 No-Show Policy

Repeated "no-show" instances may also affect the ability of bus operators to provide a good service to other passengers and therefore where you fail to arrive at the designated pick-up location at the designated time on

multiple occasions or without good reason we may suspend operation of your account, at our sole discretion.

8. COMMUNICATIONS

- 8.1 By registering to use the App you agree that you have read and understood TfW's Privacy Policy available on www.fflecsi.wales. Our Privacy Policy explains how we handle and use your personal data.
- 8.2 You agree to receive SMSs and calls in respect of your journey on the mobile number you provided to us when registering for use of the App.
- 8.3 By registering to use the App or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the App. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the App or sending an SMS to you.
- 8.4 We may send you an SMS text message to the phone number you provide upon registering through the App (i) when you book a journey, (ii) when the bus operator's vehicle is approaching the designated pick-up location, (iii) when the bus operator's vehicle is at the designated pick-up location or (iv) when you reset your password through the App. SMS text message and data rates, as determined by your wireless carrier, may apply. By registering through the App, you consent to receive these SMS text messages.

9. THIRD-PARTY CONTENT DISCLAIMERS, LIMITATIONS, AND PROHIBITIONS

- 9.1 You are responsible for your actions when using and relying on the App or content available through the App.
- 9.2 We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by third parties ("**Third-Party Content**"). You accept that any reliance on material posted by other users or third-party service providers will be at your own risk.
- 9.3 You agree to use the App only for its intended purpose. You must use the App in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the App are prohibited.
- 9.4 You must not:

- (a) attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorised access to the App, user accounts, or the technology and equipment supporting the App;
- (b) frame, mirror or link to the App without permission;
- (c) use data mining, robots, web spiders, viruses or worms or other data gathering devices on or through the App, including any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the App;
- (d) post or upload to the App incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- (e) disclose personal information about another person, or post, send or store infringing, obscene, threatening, libellous or otherwise tortious material, including material that is harmful to children, violates the rights of third parties, or is intended to harass, abuse, or degrade another person;
- (f) sell, transfer, or assign any of your rights to use the App to a third party without our express written consent;
- (g) post advertising or marketing links or content, including spam or otherwise duplicative and unsolicited messages, except as specifically allowed by these Terms;
- (h) use the App in an illegal way or to commit an illegal act in relation to the App or that otherwise results in fines, penalties, and other liability to TfW or others; or
- (i) access the App from a jurisdiction where it is illegal or unauthorized.

10. INTELLECTUAL PROPERTY

- 10.1 Ownership of all intellectual property in the App software belongs to Via Transportation, Inc., 226 5th Avenue, 3rd Floor, New York, New York 10001 ("**Via**").
- 10.2 TfW is authorised to provide you with a licence to use the App, strictly subject to your compliance with all of your obligations as set out in these Terms.
- 10.3 You understand and agree that you will not obtain as a result of your use of the App, any right, title or interest in or to such content delivered via the

App or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets or other rights) in the content. TfW or Via alone (as the case may be) (and their licensors, where applicable) owns all right, title and interest, including all related intellectual property rights, in and to the App. The TfW and Via logos, and the product names associated with the App are trademarks of TfW, Via or third parties, and no right or license is granted to use them.

- 10.4 Certain materials made available for download from or through the App may be subject to additional or different license terms and conditions. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the App.

11. CONSEQUENCES OF VIOLATING THESE TERMS

- 11.1 If you do not act acceptably in accordance with these Terms, we may prohibit your use of the App.
- 11.2 We will have the right to investigate and prosecute violations of these Terms to the fullest extent of the law.
- 11.3 We reserve the right to suspend or terminate your account and prevent access to the App for any reason, at our discretion. We reserve the right to refuse to provide you with access to the App in the future.
- 11.4 You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the App.

12. LIABILITY

- 12.1 Our liability is limited to any inaccurate and/or false information we provide to you through the App relating to the details of your journey or for failing to pass your booking details on to the relevant bus operator once your booking has been made. We are not responsible for the bus operator's failure to carry out your journey in accordance with the booking you made with us, any delays in the pickup or drop off times or for any loss or damage you suffer as a result of travelling with the bus operator carrying out your pre-booked journey. Any matters relating to your journey with the bus operator are governed by separate conditions of carriage as set out in clause 14 below.
- 12.2 Should you wish to bring a claim against us after our third breach of these Terms, we shall be responsible to you for loss or damage that you suffer

that is a foreseeable result of our breaking of these Terms or our failure to use reasonable care and skill, but we are not responsible for any loss or damage which is not foreseeable.

- 12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the App.
- 12.4 We only supply the App for domestic and private use. If you use the App for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.5 We are not liable for the actions of users when they use the App. We may also change the App at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the App or other websites.
- 12.6 We may change, suspend, or discontinue any aspect of the App at any time, including hours of operation or availability of the App or any feature, without notice or liability.
- 12.7 We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the App. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any bus operators that are used to carry out your booked journey.

13. OTHER IMPORTANT TERMS

- 13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 13.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 These Terms are between you and us. No other person shall have any rights to enforce any of its term.
- 13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14. CONDITIONS OF CARRIAGE

14.1 When you use the App to book a journey, you enter in to these Terms with us. However, in making the booked journey you enter into a contract with the bus operator carrying out your journey at the point you board their vehicle. Each bus operator has conditions of carriage which set out your legal relationship with that bus operator in respect of your journey on their vehicles. These conditions of carriage may include fflecsi specific conditions of carriage that apply between you and the bus operator in addition to that operator's standard conditions of carriage, when you make a journey booked through the Services.

14.2 It is up to you to familiarise yourself with the bus operator's conditions of carriage and specific fflecsi conditions before making your journey. Both the operator's standard conditions of carriage and any fflecsi specific conditions of carriage can be found at www.fflecsi.wales.