

These terms and conditions apply to any person using our mobile app (BPL Transport).

This end-user licence agreement (EULA) is a legal agreement between you (End-user or you) and Blackpool Transport Services Ltd a company incorporated and registered in England & Wales with company number 02003020 whose registered office is situated at Rigby Road Blackpool In The, County Of Lancashire, FY1 5DD (Licensor, us or we) for:

* BPL Transport mobile application software, the data supplied with the software, and the associated media (App).

We license use of the App to you on the basis of this EULA and subject to any rules or policies applied by any App Store provider or operator from whose site (App Store), the End-user downloaded the App (App Store Rules). We do not sell the App to you. We remain the owners of the App at all times.

IMPORTANT NOTICE:

* BY CLICKING "ACCEPT" YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU. THE TERMS OF THE LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CONDITION 1.5 AND LIMITATIONS ON LIABILITY IN CONDITION 7.

* IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP TO YOU AND YOU SHOULD UNINSTALL THE APP WITH IMMEDIATE EFFECT.

1. Acknowledgements

1.1 The terms of this EULA apply to the App or any of the services accessible through the App (Services), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

1.3 From time to time updates to the App may be issued through the App Store. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms. You must accept updates if you wish to continue using the App. Blackpool Transport Services Ltd accepts no liability in the event that you fail to keep the App updated.

1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (Devices) and to download a copy of the App onto the Devices. You and they may be charged (including roaming charges) by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you. If you are not the bill payer for the device on which you're using the app, please ensure that you have received permission from the bill payer. For the avoidance of doubt we will not be responsible for any third party costs or charges.

1.5 The terms of our privacy policy from time to time (Privacy Policy) are incorporated into this EULA by reference. Additionally, by using the App or any Service, you acknowledge and agree that

internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.7 Certain Services make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings on your Device.

2. Grant and scope of licence

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the App Store Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

(a) download the App onto your device and view, use and display the App on the Devices for your personal purposes only;

3. Licence restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree:

(a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of backup or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;

(c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing (by virtue of section 296A of the Copyright, Designs and Patents Act 1988);

(e) to keep all copies of the App secure;

(f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (Technology), together Licence Restrictions.

4. Use of the App

4.1 You are responsible for maintaining the confidentiality and security of your BPL Transport App account and password details, and are fully responsible for any and all activities occurring in your account under your password, unless these activities are clearly due to Blackpool Transport Services Ltd negligence or a specific and provable breach by Blackpool Transport Services Ltd of these terms. We are unable to offer technical support and by agreeing to these terms you are confirming you have access to, and can use a mobile phone of suitable specification to receive and display the BPL Transport App. Once the BPL Transport App is downloaded you will be able to purchase mobile tickets using the app on your mobile phone. The app is available on iOS and Android mobile phones.

4.2 It is important you check your mobile ticket details are correct before making a purchase via your mobile. Although you will be prompted to check details before making the purchase it is your responsibility to ensure the purchase is what you require. Once a purchase has been made it cannot be changed and any refund will be given at the discretion of Blackpool Transport Services Ltd. Your tickets will need to be activated before you can use them and you will need an internet connection for both the purchase and the activation. Once the purchase is complete, you have 12 months to activate your ticket. Your mobile ticket must be presented on the screen of your mobile phone clearly to the driver long enough for the driver to observe the date and boarding code, and must be produced if requested by any Blackpool Transport Services Ltd officials at any time.

4.3 It is your responsibility to ensure you have a valid mobile ticket and that it is validated. Failure to produce a valid mobile ticket will mean you must pay the appropriate fare in cash or other accepted payment method on boarding. Refunds will not be given where passengers have failed to produce a valid mobile ticket.

4.4 We reserve the right to reject any mobile ticket which we have reason to believe is invalid, out of date, cancelled or on a stolen mobile phone. Your mobile ticket is valid for the period selected at the point of sale, and will be clearly displayed on your mobile. The period of validity will count down once activated.

4.5 Mobile tickets are not transferable to other passengers. Mobile tickets will transfer to a new device once you log in on the new device. Logging in on a new device will log you out on all other devices. Mobile tickets may only be used on one device at a time, but may be activated and then transferred.

4.6 You will require an internet connection to regularly update and verify your active mobile tickets.

4.7 It is possible Blackpool Transport Services Ltd staff may need to handle your mobile phone to check your ticket. Our staff will take reasonable care to make sure no damage occurs to your mobile phone. We do not accept any liability for damage unless it is a clear proven result of our staff not having taken such reasonable care.

4.8 It is your responsibility to ensure your mobile device stays sufficiently charged. If it runs out of battery life and you cannot turn it on for long enough to show your mobile ticket, Blackpool Transport Services Ltd cannot be held responsible, and will not offer any refund if you are unable to travel on their services.

4.9 We cannot guarantee that all ticket types you wish to purchase are available via the BPL Transport App and you should check our website www.blackpooltransport.com to ensure that the travel you require for your journey is available. We use reasonable endeavours to ensure that the data on the website is accurate. Once notified of any errors or omissions we will use reasonable

endeavours to correct them in a timely manner. This website may not be compatible with your mobile phone or computer configuration. We make no guarantees that your access to our website will be uninterrupted and we will not be responsible if we are unable to provide the website for any reason.

4.10 Refunds: Other than where your mobile phone has been stolen and you can provide both a Police Crime Number and proof of purchase to us, we will not give refunds for tickets purchased using the BPL Transport App in any other circumstances. If you lose your mobile phone we are not responsible for any unused mobile tickets.

4.11 We reserve the right to cancel or suspend your account without notice or liability if we reasonably believe any mobile tickets have been obtained in a fraudulent manner. If you fail to comply with our conditions of carriage, we may also refuse to supply any further mobile tickets.

4.12 We cannot take responsibility for certain functions that require an active internet connection with sufficient signal strength and data handling capability. The connection can be WiFi or provided by your mobile network provider, but Blackpool Transport Services Ltd cannot take responsibility for the app not working if you have not purchased and validated your ticket or your data allowance has expired.

4.13 If you are using the BPL Transport App outside of an area with WiFi you should remember that the terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app for validation or purchase, or other third party charges.

4.14 We do not store your credit/debit card or bank details on our servers or within the app, and we agree we will only use the information that we collect about you lawfully, in accordance with the Data Protection Act 2018, the General Data Protection Regulation and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011. For your part, you confirm that you will only enter information about yourself and that such information is true. The details which you provide about yourself and any other information which identifies you will only be used for operational purposes, for example to contact you for feedback on this new technology, unless you have agreed to our Marketing opt in. Your personal details will not be passed to any other parties.

4.15 You also have certain legal rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015. If we do not comply with these laws you have certain remedies and these terms and conditions do not affect your rights, obligations and remedies under those laws which shall take precedence. For further information about your legal rights, contact Trading Standards Department or Citizens' Advice Bureau.

5. Acceptable use restrictions

You must:

(a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

(b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

(d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

together Acceptable Use Restrictions.

6. Intellectual property rights

6.1 You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of this EULA.

6.2 You acknowledge that you have no right to have access to the App in source-code form.

7. Limitation of liability

7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

7.2 We only supply the App for domestic and private use. You agree not to use the App for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 7.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it were contemplated by you and us at the time we granted you the EULA.

7.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the value of the tickets you have purchased that have not yet expired. This does not apply to the types of loss set out in condition 7.5.

7.5 Nothing in this EULA shall limit or exclude our liability for:

(a) death or personal injury resulting from our negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any other liability that cannot be excluded or limited by English law.

8. Termination

8.1. We may terminate this EULA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

8.2 On termination for any reason:

- (a) we will give you the opportunity to use any remaining credit via a replacement form of ticket;
- (b) all rights granted to you under this EULA shall cease;
- (c) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (d) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.

9. Communication between us

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to Blackpool Transport Services Ltd at enquiries@blackpooltransport.com. We will confirm receipt of this by contacting you in writing by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our Control).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11. Other important terms

11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.