

## TERMS OF USE

### 1. Application of these Terms of Use

These terms of use govern use of the website at <https://nx-solutions.bushub.co.uk> (the "Website") and use of the National Express Solutions mobile application software and the data supplied with the software (together "the "App"). Please read these terms of use carefully before using the Website and/or the App.

By using the Website and/or the App agree to these terms or use which will bind you. If you do not agree to these terms of use, do not use the Website and/or the App.

### 2. Who we are

We are The Kings Ferry Limited (trading as National Express Transport Solutions) ("We"). We are registered in England and Wales under company number 03120943 and have our registered office at National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, England, B5 6DD.

The Website and the App are supplied on our behalf by our contractor Rise Digital Media Limited.

### 3. Use of the Website and/or the App

In return for you agreeing to comply with these terms of use you may download, install and use the App on any compatible device owned or controlled by you.

You may receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you from time to time and these form part of the App.

You are responsible for ensuring that all persons who access the Website and/or the App on your device are aware of these terms of use and that they comply with them.

You may not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it first.

### 4. We may make changes

We may amend these terms of use from time to time. Every time you wish to use the Website and/or the App please check these terms of use to ensure you understand the terms of use that apply at that time.

We may update and change the Website and/or the App from time to time.

### 5. We may suspend or withdraw the Website and/or the App

The Website and the App are made available free of charge. We do not guarantee that the Website and/or the App, or any content on the Website and/or the App, will always be available or will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website and/or the App for business and operational reasons.

### 6. How you may use material on the Website and/or the App

We are the owner or the licensee of all intellectual property rights in the Website and/or the App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Under no circumstances will you acquire any

ownership rights or other interest in any content by or through your use of the Website and/or the App. You have no right to have access to the Website and/or the App in source code form.

No part of the Website and/or the App can be reproduced in any form whatsoever whether electronically or otherwise without our prior written consent other than temporarily in the course of using the Website and/or the App.

You must not use any part of the content on the Website and/or the App for commercial purposes without obtaining a licence to do so from us or our licensors.

## **7. Username and Password**

When you register to use the Website and/or the App you may be required to set a username and password. You must treat such information as confidential. You must not disclose it to any third party.

You are responsible for maintaining the confidentiality of your username and password and for any and all activities or actions that occur when the Website and/or the App are accessed using your username and password.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You must promptly notify us if you know or suspect that anyone other than you knows your username or password or if the device on which the App is installed is lost, stolen or otherwise is no longer in your control.

## **8. Prohibited uses**

You may use the Website and/or the App only for lawful purposes. You may not use the Website or the App to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You agree:

- not to reproduce, duplicate, copy or re-sell any part of the Website and/or the App in contravention of these terms of use;
- not to access without authority, interfere with, damage or disrupt any part of the Website and/or the App, any equipment or network on which the Website and/or the App is stored, any software used in the provision of the Website and/or the App, or any equipment or network or software owned or used by us or any third party;
- not to attack the Website and/or the App via a denial-of-service attack or a distributed denial-of service attack;
- not to translate, merge, adapt, vary, alter or modify, the whole or any part of the Website and/or the App nor permit the Website and/or the App or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Website and/or the App nor attempt to do any such things, except to the extent that such actions cannot be prohibited under applicable law;
- not to infringe our intellectual property rights or those of our licensors or those of any other third party in relation to your use of the Website and/or the App;

- not to use the Website and/or the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not to collect or harvest any information or data from the Website and/or the App or our systems.

If you breach any of the provisions in these terms of use your right to use the Website and the App will cease immediately and we may take such other action as we deem appropriate including (without limitation) bringing legal proceedings against you and disclosing such information to law enforcement authorities as we feel appropriate.

**9. Information on the Website and/or the App**

Although we make reasonable efforts to update the information on the Website and the App, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website and/or the App is accurate, complete or up to date.

**10. We are not responsible for third party websites we link to**

Where the Website and/or the App contains links to websites and other resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those third party websites or resources.

**11. Rules around linking to the Website and/or the App**

The Website and/or the App must not be framed on any other website, nor may you create a link to any part of the Website and/or App.

**12. Our responsibility for loss or damage suffered by you**

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 and for fraud or fraudulent misrepresentation.

Subject to the paragraph immediately above, we exclude all implied conditions, warranties, representations or other terms that may apply to the Website and/or the App or any content on the Website and/or the App.

Please note that we only provide the Website and the App for domestic and private use. You agree that you will not use the Website and/or the App for any other purposes including (without limitation) for any commercial or business purposes, and we have no liability to you for (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; or (d) loss of business opportunity, goodwill or reputation.

**13. We are not responsible for viruses**

We do not guarantee that the Website and/or the App will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website and/or the App. You should use your own virus protection software.

## **14. General**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a consumer and a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are consumer and a resident of Scotland, you may also bring proceedings in Scotland.

Each of the paragraphs of these terms of use 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.

Even if we delay in enforcing these terms of use, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms of use, or if we delay in taking steps against you in respect of your breaching these terms of use, 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.