

Terms and Conditions of Use – [Go South Coast Ltd] Bus Company App (the “Company”)

These terms and conditions (the “**terms**”) govern the use of the [bluestar mobile] 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 (tickets are downloaded to your registered mobile device using via the internet) made available by the App may only be used by people with UK registered mobile phone numbers for travel on the Company’s services. Once purchased, your m-ticket cannot be altered and is non-refundable. If your m-ticket is activated accidentally, we will not be able to refund this and m-ticket purchased are locked to your registered device and cannot be transferred, copied or moved to another device. One copy of the App may be installed per device only. You must not install two copies of the Apps under 2 different names or purchase extra tickets for use by a second person. This will result in the driver refusing travel. M-tickets are intended only for the holder of the mobile device to use - multiple tickets cannot be activated on one device and shared.
2. **Display to Company Staff:** By purchasing an m-ticket you agree to cooperate fully with the Bus Driver or Ticket Inspector and show you phone/ticket for inspection if asked to do so. Child m-tickets must be presented with proof of age and 3in1 discounted m-tickets must be presented with the appropriate 3in1 ID card. 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 when requested then a paper ticket will need to be purchased. On some devices, the App can take several seconds to load up, so it is recommended that you load the App and m-ticket whilst waiting for the bus - failure to have a visible m-ticket on your mobile phone will result you having to pay for a new ticket. 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 <http://morebus.co.uk/page.shtml?pageid=806>
 - 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 system. 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 or make available 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:** If you lose the mobile device on which your m-tickets are stored, we will not be liable to issue replacement m-tickets. The safekeeping of the m-ticket is your responsibility. In the event that the m-ticket or your device is lost or damaged, we will be unable to provide a duplicate or replacement ticket and a new ticket will need to be purchased.
7. **Data Protection:** any personal data about you collected via the App is subject to the Company's <http://morebus.co.uk/page.shtml?pageid=805>
8. **Availability and Liability:** We do not warrant that 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 under due to unavailability shall be notified to the Company within 48 hours of the occurrence of the unavailability and limited to an amount equal to two day travel passes.**