

Wi-Fi Service Terms and Conditions

Our on bus Wi-Fi is provided by Ineo Systrans (Icomera)

Terms and Conditions for Icomera Wi-Fi Buses:

You must read the terms and conditions of this agreement before you access and use the Wi-Fi service. By accessing and using the Wi-Fi service you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you may not access or use the Wi-Fi service.

Privacy Notice

To be able to provide the Wi-Fi service for you, Ineo Systrans needs to process your MAC address (device identification), vehicle GPS position, IP address, timestamp and session ID. This data will be stored in our systems for a maximum period of 12 months and will only be used to maintain the service quality and for support issues, if necessary. If you have any questions please contact dataprotection@transdevbus.co.uk. This information is safely processed at Transdev Blazefield and Ineo Systrans systems within the EU only.

Definitions

“Information” means all material delivered by Transdev Blazefield through the Wi-Fi service. “User” means you, the Wi-Fi service end-user. “Contract” means this Wi-Fi service agreement.

Warranty

The Wi-Fi service is provided on an “as is” and “as available” basis and Transdev Blazefield makes no warranties or representations whether express or implied in relation to the Information, including implied warranties or conditions of completeness, accuracy, satisfactory quality or fitness for a particular purpose.

Liability

The User agrees that, except for death and personal injury arising from the negligence of Transdev Blazefield, Transdev Blazefield shall not be liable in contract, tort, negligence, statutory duty or

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otherwise for any loss or damage whatsoever arising from or in connection with this Contract, including damage for loss of business, loss of profits, business interruption, loss of business information or any other pecuniary loss (even where Transdev Blaze field) has been advised of the possibility of such loss or damage).

The Wi-Fi Service

The User acknowledges:- (a) that it is technically impossible to provide the Wi-Fi service entirely free of faults and that Transdev Blaze field Ltd does not undertake to do so; (b) that faults may lead to temporary unavailability of the Wi-Fi service; and (c) that the operation of the Wi-Fi service may be adversely affected by conditions and performances outside Transdev Blaze field's control, including transmission, telecommunications links between Transdev Blaze field and Users, between different parts of Transdev Blaze field, and between Transdev Blaze field and other systems and networks.

Transdev Blaze field cannot guarantee the security or privacy of the Wi-Fi service and any information or communication to or from the Wi-Fi service by the User.

Third Party Information

The User further acknowledges that some of the Information, for example software, is supplied to Transdev Blaze field (directly and indirectly) by third parties and accordingly Transdev Blaze field can offer no warranty of whatever nature in relation to such Information.

Use of the Wi-Fi Service/Indemnification

The User undertakes:-

1. not to use the Wi-Fi service for any unlawful purpose;
2. that it shall not make any use of the Wi-Fi service such that the whole or part of the Wi-Fi service is interrupted, damaged, rendered less efficient, or the effectiveness or functionality of the Wi-Fi service is in any way impaired;
3. not to use the Wi-Fi service for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character or in such a way as to cause annoyance, inconvenience or needless anxiety;
4. not to use the Wi-Fi service in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including rights of copyright or confidentiality);
5. that it shall not use the Wi-Fi service to transmit any material for the purposes of publicity, promotion and/or advertising without the prior written consent of Transdev Blaze field unless such transmission has been specifically requested by another user of the Wi-Fi service; and

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that in the event that it has any right, claim or action against any other user arising out of the use of the Wi-Fi service then it shall pursue such right, claim or action independently of, and without recourse to, Transdev BlazeField.

The User will indemnify and defend Transdev BlazeField against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Contract or any Use of the Wi-Fi service by the User. The User acknowledges that Transdev BlazeField has no control over the nature or content of information or programs transmitted or received by the User using the Wi-Fi service and that Transdev BlazeField does not examine in any way the use to which the User puts the Wi-Fi service. The User agrees to fully indemnify Transdev BlazeField against any claims or legal proceedings arising in connection with User's use of the Wi-Fi service which are brought or threatened against Transdev BlazeField by any other person.

Intellectual Property

The User acknowledges that all copyright, trademarks and all other intellectual property rights in the Wi-Fi service shall remain vested in Ineo Systrans or its licensor.

Suspension and Termination

Transdev BlazeField shall have the right to immediately terminate this Contract and/or suspend the Wi-Fi service if the User commits a breach of the Terms and Conditions.

Changes to the Terms and Conditions

Transdev BlazeField reserves the right to change these terms and conditions from time to time by placing a note of such change in this file. The User's continued use of the Wi-Fi service following notice of such change shall be deemed to be the User's acceptance of any such change. It is the User's responsibility to check this file regularly to determine whether this Contract has been changed. If the User does not agree to any change to the terms and conditions of this Contract then the User must immediately stop using the Wi-Fi service.

Severability

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract howsoever occasioned.

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No Waiver

No waiver by Transdev Blazefield shall be construed as a waiver of any breach of any provision of this Contract.

Choice of Law

This Contract shall be governed by the law of the country in which this transport service is registered and the parties hereby irrevocably submit to the exclusive jurisdiction of the said country's Courts.

Please take care of your wireless device. Transdev Blazefield accepts no responsibility for loss or damage.

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