

## Terms of Use for BusNow

Last modified: 16 November 2018

This is a trial mobile application (“Application”) to facilitate booking of rides for the On-demand Public Bus (ODPB) Service trial (“Service”) commissioned by the Land Transport Authority (“LTA”). The Service will operate on weekdays, excluding public holidays during non-peak periods, from 1100hrs to 1500hrs, and 2030hrs to 2345hrs for the Day ODPB service in Marina-Downtown and from 2330hrs to 0200hrs on Fridays, Saturdays and eve of Public Holidays for the Night ODPB service.

1. By downloading, installing and/or using the Application *BusNow* you hereby expressly acknowledge and agree to be bound by the Terms of Use (or this Agreement”).
2. The LTA reserves the right to modify, vary and change the Terms of Use or its policies relating to the Application and Service at its sole discretion and you shall be bound by the latest policies which are available on the Application.

## Representations and Warranties

3. You shall comply with all existing and applicable laws in Singapore governing the use of the Application.
4. By using the Application, you agree that:
  - a. you shall only use the Application for lawful purposes;
  - b. you will only use the Application for the purpose for which it is intended to be used;
  - c. you shall not intentionally or unintentionally cause or attempt to cause damage to any persons, including the LTA-appointed bus operators;
  - d. you shall provide accurate, current and complete information as required for the Application and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times. You agree that the LTA may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the LTA has the right to terminate your use of the Application at any time with or without notice;
  - e. you shall not employ any means to defraud the LTA or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the LTA to encourage new subscription or usage of the Application by new or existing passengers; and
  - f. you agree that your use of the Application will be subject to the LTA’s Privacy Policy as may be amended from time to time.
5. The LTA makes available the content and functionality in the Application to assist you to plan your journey(s). As this is a trial, the LTA does not warrant or guarantee that the content and functionality in

the Application will be complete for your specific purposes, error-free, current at all times, or that the Application will always be available for use.

6. You agree that LTA may gather data on your location by cellular mobile network or via Global Positioning Satellite service.

### **Bookings and Service**

7. A Booking is made upon confirmation from the Application and notification of the estimated pick-up time. Until you have made a confirmation upon receipt of a booking, it is construed that no Booking has been offered to you. The LTA's appointed bus operator reserves the right to refuse carriage if you do not have evidence of your Booking in the form and manner which is acceptable to the Bus Captain.

8. If there are any additional fare-paying passengers for the trip with the same origin-destination of a booking, you must indicate this at the time of Booking. You acknowledge that a failure to notify the LTA's appointed bus operators at the time of arranging the Booking may entitle the LTA-appointed bus operator to refuse carriage to the additional passengers and/or cancel the Booking in its entirety.

9. You must also indicate at the time of Booking if you and/or any passengers are passengers-in-wheelchair ("PIWs"). The LTA-appointed bus operators may refuse carriage to the additional passengers and/or cancel the Booking in its entirety if notification is not given in the Booking.

### **Cancellation Policy**

10. If a person repeatedly cancels a confirmed Booking up to three times within 24 hours, the LTA has the absolute discretion to exclude the person from the use of the Application for such period as determined by the LTA.

### **Fares and Charges**

11. Fares for the Applications consist of a set fee per trip.

12. Unless otherwise stated, fares are inclusive of all taxes.

13. Payment method is through CEPAS card, supported bank cards or other existing payment media on the bus fare console readers, or cash upon boarding.

14. Where available, if you or an additional passenger is entitled to a concession fare, evidence of a valid concession pass must be produced without demand. If a passenger fails to provide a valid concession pass, the LTA-appointed bus operators reserves the right to either (a) charge a full fare or (b) refuse carriage at the LTA-appointed bus operators' discretion. For more details on concession passes, please refer to the Public Transport Council at <https://www.ptc.gov.sg/regulation/bus-rail/fare-structure>.

## **Personal Data Protection**

15. You agree and consent to the LTA using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

16. For the purposes of this Agreement, “Personal Data” means information about you, from which you are identifiable, including but not limited to your name, telephone number, email address, location and travel history and any other information about you which you have provided to the LTA in feedback forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by the LTA from time to time.

17. The LTA may use and process your Personal Data for business and activities of the Company which shall include, without limitation the following (the “Purpose”):

- a. To provide you with the Services pursuant to the Terms of Use herein;
- b. Process, manage or verify your application for the Service pursuant to the Terms of Use herein;
- c. To facilitate or enable any checks as may be required pursuant to the Terms of Use herein;
- d. To respond to questions, comments and feedback from you;
- e. To communicate with you for any of the purposes listed herein;
- f. For internal administrative purposes, such as auditing, data analysis, database records;
- g. For purposes of detection, prevention and prosecution of crime;
- h. For the LTA to comply with its obligations under law;
- i. To share your Personal Data with the LTA-appointed bus operator(s) who may communicate with you for any reasons whatsoever.

18. If any of the Personal Data that you have provided to us changes, for example, if you change your e-mail address, telephone number or if you wish to cancel your account, please update your details by sending your request as provided in the Feedback page within Application.

19. *BusNow* will try to effect such changes as requested within seven (7) working days of receipt of such notice of change.

## **Indemnification**

20. By agreeing to the Terms of Use upon using the Application and the Service, you agree that you shall indemnify and hold the LTA, LTA-appointed bus operator and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees on a full indemnity basis) arising out of or in connection with your use of the Application and Service.

21. You agree to use the Service at your own risk and shall not make any claims against LTA and/or its employees for any loss or damaged suffered by you directly or indirectly as a result of your use of the Service.

22. This Term of Use shall be governed by the law of the Republic of Singapore and any disputes, actions, claims or causes of action arising out of or in connection with the Terms of Use shall be subject to the exclusive jurisdiction of the courts of Singapore to which you hereby agree to submit to.

23. If any provision of the Terms of Use is held to be invalid; illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of the Terms of Use and the Terms of Use shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The failure of the LTA to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the LTA in writing.

24. The Terms of Use comprises the entire agreement between you and the LTA.

**By clicking 'I Agree', you agree to the Terms of Use of the Service**