
**SHUTTLEID - BUS OPEN DATA PACKAGE
TERMS OF USE
FOR TRANSPORT OPERATORS**

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, shuttleid.uk and all subdomains, including client.shuttleid.uk (“Our Platform”). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Platform and you will be required to read and accept these Terms of Use when signing up for an Account. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Platform immediately.

1. Definitions and Interpretation

1.1. In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required for a User to access and/or use certain areas of Our Platform, as detailed in Clause 8.
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Platform.
“User”	means a user of Our Platform.
“User Content”	means any content submitted to Our Platform by Users including, but not limited to, bus service information.
“We/Us/Our”	means ShuttleID, a trading name of Cevenco Ltd, a company registered in England under number 11901852, whose registered office is at and whose main trading address is 138 Wensley Drive, Leeds, LS7 2LT.
“Transport Operator”	means the company providing the transport services.
“Tracking Provider”	means the company providing the vehicle trackers to the Transport Operator.
“Tracker”	means the vehicle tracking device provided by the Tracking Provider.
“BODS”	means The Bus Open Data Service which provides bus timetable, vehicle location and fares data for every local bus service in England outside of London.

1. Information About Us

- 1.1. Our Platform is owned and operated by Cevenco Ltd, a company registered in England under number 11901852, whose registered office is at and whose main trading address is 138 Wensley Drive, Leeds, LS7 2LT.

2. About ShuttleID

- 2.1. ShuttleID facilitates the provision of tracking data to BODS of its partner Transport Operators, by combining the service data in ShuttleID with the vehicle location data supplied by the Tracker.
- 2.2. ShuttleID is otherwise unaffiliated with the Transport Operators. We are not responsible for the pricing, products or services of the Transport Operators.

3. Setting up an account with Us

- 3.1. The Transport Operator will need to sign up with Us, creating a client account on the Operations Portal.
- 3.2. The Transport Operator will need to set up their services on the Operations Portal.
- 3.3. The Transport Operator will need to add Us as their BODS agent as per the BODS implementation guide:
<https://www.gov.uk/government/publications/bus-open-data-implementation-guide/bus-open-data-implementation-guide>

4. Setting up an account with the Tracking Provider

- 4.1. The Transport Operator will need to sign up with the Tracking Provider.
- 4.2. The Transport Operator will need to enter into a separate contract with the Tracking Provider for the provision of Trackers.

5. The Tracker

- 5.1. The Transport Operator will contract separately with the Tracking Provider for the provision of the Tracker
- 5.2. The Transport Operator is responsible for Tracker ensuring it is fully operational and secure.

6. Integration with the Tracker

- 6.1. ShuttleID will use the location data provider by the Tracker and send this data in the appropriate format to BODS.

7. Access to Our Platform

- 7.1. It is your responsibility to make any and all arrangements necessary in order to access Our Platform.

8. Accounts

- 8.1. Certain parts of Our Platform (including the ability to purchase services from Us) may require an Account in order to access them.
- 8.2. You may not create an Account if you are under 18 years of age. If you are under 18 years of age and wish to use the parts of Our Platform that require an Account, your parent or guardian should create the Account for you and you

- must only use the Account with their supervision.
- 8.3. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
 - 8.4. We require that you choose a strong password for your Account, consisting of at least a combination of lowercase and uppercase letters, numbers and a minimum of eight characters in length. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at info@shuttleid.uk. We will not be liable for any unauthorised use of your Account.
 - 8.5. You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
 - 8.6. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 22.
 - 8.7. If you wish to close your Account, you must contact Us at info@shuttleid.uk and request your Account to be closed. Upon receipt of your request We will close the Account. Closing your Account will remove access to any areas of Our Platform requiring an Account for access. Please refer to Our Privacy Policy for further information regarding the use of your data.

9. Intellectual Property Rights

- 9.1. With the exception of User Content (see Clause 10), all Content included on Our Platform and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.2. Subject to sub-Clause 9.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Platform unless given express written permission to do so by Us.
- 9.3. Our status as the owner and author of the Content on Our Platform (or that of identified licensors, as appropriate) must always be acknowledged.
- 9.4. You may not use any Content saved or downloaded from Our Platform for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Platform for general information purposes whether by business users or consumers.

10. User Content

- 10.1. User Content on Our Platform includes (but is not necessarily limited to) personal information, including photographs.
- 10.2. An Account is required if you wish to submit User Content. Please refer to Clause 8 for more information.
- 10.3. You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 16.
- 10.4. You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 10.3. You will be responsible for any loss or damage suffered by Us

- as a result of such breach.
- 10.5. You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating Our Platform.
 - 10.6. If you wish to remove User Content from Our Platform, the User Content in question will be anonymised. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
 - 10.7. We may reject, reclassify, or remove any User Content from Our Platform where, in Our sole opinion, it violates Our Acceptable Usage Policy, or If We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

11. Links to Our Platform

- 11.1. You may link to Our Platform provided that:
 - 11.1.1. you do so in a fair and legal manner;
 - 11.1.2. you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 11.1.3. you do not use any logos or trademarks displayed on Our Platform without Our express written permission; and
 - 11.1.4. you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 11.2. You may link to any page of Our Platform.
- 11.3. You may not link to Our Platform from any other site the main content of which contains material that:
 - 11.3.1. is sexually explicit;
 - 11.3.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 11.3.3. promotes violence;
 - 11.3.4. promotes or assists in any form of unlawful activity;
 - 11.3.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 11.3.6. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 11.3.7. is calculated or is otherwise likely to deceive another person;
 - 11.3.8. is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 11.3.9. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;
 - 11.3.10. implies any form of affiliation with Us where none exists;
 - 11.3.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 11.3.12. is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

12. Links to Other Sites

- 12.1. Links to other sites may be included on Our Platform. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Platform is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

13. Disclaimers

- 13.1. Nothing on Our Platform constitutes advice on which you should rely. It is provided for general information purposes only.
- 13.2. Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Platform will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Platform damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 13.3. We make reasonable efforts to ensure that the Content on Our Platform is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

14. Our Liability

- 14.1. The provisions of this Clause 14 apply only to the use of Our Platform.
- 14.2. To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Platform or the use of or reliance upon any Content (including User Content) included on Our Platform.
- 14.3. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Platform or any Content included on Our Platform.
- 14.4. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 14.5. We exercise all reasonable skill and care to ensure that Our Platform is free from viruses and other malware. However, subject to sub-Clause 14.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Platform (including the downloading of any Content from it) or any other site referred to on Our Platform.
- 14.6. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 14.7. Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

15. Viruses, Malware and Security

- 15.1. We exercise all reasonable skill and care to ensure that Our Platform is secure and free from viruses and other malware.
- 15.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 15.3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Platform.
- 15.4. You must not attempt to gain unauthorised access to any part of Our Platform, the server on which Our Platform is stored, or any other server, computer, or database connected to Our Platform.
- 15.5. You must not attack Our Platform by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 15.6. By breaching the provisions of sub-Clauses 15.3 to 15.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Platform will cease immediately in the event of such a breach.

16. Acceptable Usage Policy

- 16.1. You may only use Our Platform in a manner that is lawful and that complies with the provisions of this Clause 16. Specifically:
 - 16.1.1. you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 16.1.2. you must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;
 - 16.1.3. you must not use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 16.1.4. you must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 16.2. When submitting User Content (or communicating in any other way using Our Platform), you must not submit, communicate or otherwise do anything that:
 - 16.2.1. is sexually explicit;
 - 16.2.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 16.2.3. promotes violence;
 - 16.2.4. promotes or assists in any form of unlawful activity;
 - 16.2.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;

- 16.2.6. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 16.2.7. is calculated or is otherwise likely to deceive;
 - 16.2.8. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 16.2.9. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 16.2);
 - 16.2.10. implies any form of affiliation with Us where none exists;
 - 16.2.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 16.2.12. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 16.3. We reserve the right to suspend or terminate your access to Our Platform if you materially breach the provisions of this Clause 16 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
- 16.3.1. suspend, whether temporarily or permanently, your Account and/or your right to access Our Platform;
 - 16.3.2. remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 16.3.3. issue you with a written warning;
 - 16.3.4. take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 16.3.5. take further legal action against you as appropriate;
 - 16.3.6. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 16.3.7. any other actions which We deem reasonably appropriate (and lawful).
- 16.4. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

17. Privacy and Cookies

- 17.1. Use of Our Platform is also governed by Our Privacy Policy. These policies are incorporated into these Terms of Use by this reference.

18. Changes to these Terms of Use

- 18.1. We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Platform after the changes have been implemented. You are therefore advised to check this page from time to time.
- 18.2. In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

19. Contacting Us

- 19.1. To contact Us, please email Us at info@shuttleid.uk.

20. Communications from Us

- 20.1. If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, and changes to your Account.
- 20.2. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 20.3. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@shuttleid.uk.

21. Data Protection

- 21.1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 21.2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

22. Law and Jurisdiction

- 22.1. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 22.2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 22.3. If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 22.4. If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.