

MOBILITY IQ – TMC END USER TERMS

1. Scope of Application

- 1.1 The Mobility IQ mobile and web application (the “**App**”) is a product of The Miles Consultancy, also known as TMC, which is comprised of:

The Miles Consultancy Limited, a company registered in England (company registration number 04679336) with its registered office at TMC House, Spring Farm Business Park, Minshull Vernon, Cheshire CW1 4RJ; and

The Miles Consultancy Europe Limited, a company registered in the Isle of Man (company registration number 135925C) with its registered office at Coutts House, Summerhill Road, Onchan IM3 1NW, (hereinafter referred to as “**TMC**” or “**we**”).

2. Terms and Conditions

- 2.1 By accessing and using the App and its mobility booking services (the “**Services**”), you (“**you**” being the individual user of the App) agree that you accept these terms and conditions (“**Terms and Conditions**”) and agree to act in accordance with them in your use of the App.
- 2.2 These Terms and Conditions may be updated from time to time and the version that will apply is the one available on the App at the time you access the App or use any of the Services. If you don’t agree with and accept the most recent version of the Terms and Conditions, you should stop using the App and Services.
- 2.3 We will notify you in advance of any changes to these Terms and Conditions when you next use the App and/or by e-mail. You may object to any of the new changes within 4 weeks from the date of notification. If you do not exercise your right to object within this 4 week period you will be deemed to have approved the changes. If you do not accept any changes notified to you, you may lose access to the Services and we may be required to close your account, and we will notify you if that is the case.
- 2.4 If you choose to use the service of a third party transportation provider through the App (“**Third Party Provider**”), you automatically agree to be bound by the terms and conditions of such third party. Such Third Party Provider terms and conditions are detailed in clause 4 below and will also be presented to you before you make a booking. We are not a party to the contract between you and the Third Party Provider.
- 2.5 If you are using the App and the Services in a business capacity pursuant to a services agreement between your employer and us (“**Services Agreement**”), then the terms of that Services Agreement shall also apply to your use of the App and Services. If there is any conflict between the terms of the Services Agreement and these Terms and Conditions, then the Services Agreement shall prevail.
- 2.6 If you are using the App and the Services on a trial basis, then the terms and conditions of the trial (“**Trial Ts&Cs**”) shall also apply in addition to these Terms and Conditions. If there is any conflict between the Trial Ts&Cs and these Terms and Conditions, then the Trial Ts&Cs shall prevail.

3. Our Services

3.1 Account Registration

- 3.1.1 To use the Services you will need to create an account on the App. You must be aged 18 or over to use the App and Services. We reserve the right to refuse access to the App or to reject a transaction made using the Services if you are underage or if we otherwise deem it appropriate to do so.

3.1.2 Please keep your account information secure and don't share it with others as you are responsible for anything that happens in your account. If your password is stolen, we recommend changing it as soon as possible. We reserve the right to reject your registration for any legitimate reason.

3.1.3 You are responsible for keeping your account details up to date and providing legitimate email addresses. We reserve the right to disable an account or any functionality within it at any time if we suspect there may have been misuse by you, including suspected fraudulent activity.

3.2 Third Party Providers

3.2.1 We act as an intermediary between you and the Third Party Providers and do not run these services ourselves. We are only responsible for our App and booking service, to the extent detailed in these Terms and Conditions.

3.2.2 We cannot guarantee all information in our booking service is correct as some of it, such as timetables, live journey information, available rides and vehicles, comes from the Third Party Providers. The Third Party Providers have different pricing systems which means that prices may change between the time we show them to you as a search result and your final page before payment, but we'll let you know before you pay if the price has changed.

3.2.3 The transportation services are provided pursuant to the terms and conditions of the relevant Third Party Provider. A Third Party Provider is entitled to refuse to provide transportation services (including cancelling a booking) if they, in their reasonable discretion, believe that you have breached or intend to breach the terms and conditions of that Third Party Provider. Bookings cancelled as a result of a breach of the Third Party Provider's terms and conditions may be subject to a cancellation fee.

3.3 Changes to Services

3.3.1 We may make changes to the Services and the App from time to time without notice to you, including to add new Services, improve performance and security, or otherwise modify, reduce or discontinue any of the Services.

3.3.2 We may need to suspend access to the App and reserve the right to do so at any time and for any reason, including in the event of technical issues or for planned maintenance. Wherever possible we will give you advance notice of any such downtime. We also reserve the right to withdraw the App at any time without liability to you, but we will notify you in writing if we do so.

3.3.3 If you are using the App and Services on a trial basis, we give no guarantees on the content or functionality available during such trial.

4. Bookings

4.1 If you book a trip with a Third Party Provider, you are concluding a contract of carriage with that Third Party Provider and you agree to their terms and conditions. Your trip may consist of one or more contracts with different Third Party Providers. If you purchase multiple tickets in a single transaction, each ticket constitutes one separate transport contract. If you receive one ticket that is valid with multiple carriers, then the trip with each carrier constitutes one separate contract of carriage.

4.2 The terms and conditions of relevant Third Party Providers will be made available to you on the App before you book a trip, in order for you to review and if you choose, accept such terms and conditions.

4.2.1 Rail booking ticket options:

(a) During the booking process we'll let you know what ticket delivery options are available to you and give you any relevant instructions. Please note not all delivery options are available for all operators and services. Whichever method you choose, it is your responsibility to present a valid ticket when asked and if you don't, you will be responsible for paying the full fare again and any

applicable penalty fares. Tickets are non-transferable unless we or the operators' terms and conditions state that they are.

- (b) **Etickets** – will be emailed to you as a PDF attachment so you will need a mobile device that can open PDFs and has internet access to open the email. An eticket can only be used by one individual for one valid journey and it is a criminal offence to amend or reproduce an eticket for fraudulent use. You are responsible for any fraudulent use of your eticket.
- (c) **Mobile tickets** – are available on certain routes via the App. You must be able to show your mobile ticket on your device and you need to activate your mobile ticket before boarding the train to make it valid. Where mobile tickets have been booked for more than one passenger, all passengers must travel together.
- (d) **Collection at station** – you will need your collection reference number and credit/debit card used to make the booking.

5. Fees

- 5.1 You agree to pay all fees applicable to the Service which includes the relevant transportation fare plus any additional fee incurred by the Third Party Provider (such as (without limitation) toll charges, parking charges, congestion/low emission zone charges, waiting fees, cleaning/damage fees and cancellation fees) (the “**Transportation Fees**”) plus any applicable VAT. To the extent VAT is chargeable, it will be clearly indicated within the App at the time of booking whether the Fees shown are inclusive or exclusive of VAT.

5.2 *Fare estimates*

- 5.2.1 Before submitting a Booking through the App, the User will be provided with an estimate of the cost of the Booking (a “**Fare Estimate**”) based on the information provided in the Booking request. We will attempt to provide a Fare Estimate that is as accurate as possible based on the information available at the time of calculation, but the User will always remain responsible for paying the total Fees incurred after each Booking, including (i) any additional charges that were not included or only partially included in the Fare Estimate, even if they were ascertainable at the time of the Booking request, and (ii) the total final Transportation Fee for the journey, including any adjustments to reflect changes made after the Booking was accepted in accordance with clause 5.2.2.
- 5.2.2 The original Fare Estimate will be invalidated if you request changes to the original route, destination or other changes such as unscheduled stops. For any changes requested via the App, an updated Fare Estimate will be provided via the App. The Transaction Fee for a Booking may be adjusted during or after completion of the Booking if reasonably required to account for significant changes to the actual distance travelled, duration of the journey or other changes requested by the User.
- 5.2.3 We will not be responsible for inaccurate Fare Estimates resulting from the provision of inaccurate information by the User.

5.3 *Fares for Taxi Bookings*

- 5.3.1 The taxi driver will switch on the taximeter on arrival at the pick-up location (and in relation to advance bookings, no earlier than the scheduled pick-up time).
- 5.4 We may charge a booking fee on top of the Transportation Fees (which together are the “**Fees**”) but we'll highlight these to you during the booking process.

6. Payment

- 6.1 Payment of the Fees must be made by credit or debit card through the secure payments function in the App. We currently accept card payments using Visa, Mastercard, American Express, Diners Club or

Maestro in GBP or Euros. You authorise us to take payment of the Fees from the default payment method registered from time to time on your account.

- 6.2 Before paying, you must accept these Terms and Conditions as well as the terms and conditions of the Third Party Provider that you will be travelling with. Your order will only be complete when we've sent you a confirmation by email after the full price has been paid. This will include a receipt and a breakdown of the Fees. All receipts not disputed within 30 days from date of issue will be deemed accepted (without affecting your statutory rights).
- 6.3 We show you prices in the currency of the location of the relevant Third Party Provider. Any refunds you receive will be calculated from the amount you paid at the time and in the currency that you pay.
- 6.4 If you buy your ticket using a credit or debit card that is linked to a bank account set up in a different currency, you may be charged a fee by your bank. If you ask for a refund, you may be subject to foreign currency fluctuations between the time you bought your ticket and the time of the refund.

7. Refunds and Cancellations

- 7.1 In the event of a technical error in the App, you can submit a request for a refund of the Transportation Fee to us via the contact details set out in clause 12. In the event of an error on the part of the Third Party Provider, you need to submit a request to us via the contact details set out in clause 12 and we will triage the request to the relevant Third Party Provider. The relevant Third Party Provider's terms and conditions will govern your request. In the case of an order error on your part, you will not be entitled to a refund.
- 7.2 If you are delayed on a trip, you may be entitled to a refund subject to the terms and conditions of the relevant Third Party Provider.
- 7.3 We may charge you a fee to change, cancel or refund your ticket. These fees are sometimes determined by the Third Party Providers and will be detailed in the booking service and in the terms and conditions of the Third Party Providers.
- 7.4 Refunds exclude booking fees.
- 7.5.1 Occasionally a Third Party Provider may need to cancel or amend a Booking and/or create a replacement Booking. If that happens, we will notify you through the App and, if required, attempt to find another Third Party Partner to carry out your Booking. However, we cannot guarantee that we will be able to do so in all cases and we reserve the right to cancel any Booking without compensation to you.

8. Liability

- 8.1 We act as an agent of the Third Party Providers and do not provide transportation services. We are only responsible to you for our App and booking service. We have no liability for the acts or omissions of any Third Party Provider and you agree that the risk arising from your use of the Third Party Providers is solely borne by you.
- 8.2 You will be financially liable for all bookings made with us through your account, as well as any losses we incur if you breach these Terms and Conditions or misuse the App or our Services.
- 8.3 We are not responsible for any (i) loss or damage that is indirect or is not foreseeable; (ii) loss of data; (iii) loss of opportunity (iv) costs of procuring substitute services; nor (v) losses that you suffer that are not related to our App or Services. We are not liable for any loss or damage due to delays or cancellations or failure on the part of a Third Party Provider to provide your transportation.

- 8.4 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by negligence or our employees, agents or sub-contractors, or fraud or fraudulent misrepresentation by us.
- 8.5 The App and Services are provided “as is” and “as available”. We disclaim all representations and warranties, express, implied, or statutory, not expressly set out in these Terms and Conditions, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.6 We makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of any of the Services, or that the Services will be uninterrupted, error-free, or free of viruses or other harmful code or components. The material displayed in the App is provided without any guarantees as to its accuracy.
- 8.7 You acknowledge that there are risks associated with the use and transmission of information over public networks, and we cannot be held liable for losses resulting from such risks that are outside its reasonable control (including cyber attacks and other malicious actions).
- 8.8 Subject to clause 8.3 and 8.4, our total liability to you in connection with these Terms and Conditions shall be limited to the higher of (i) £250 (two hundred and fifty pounds); and (ii) 150% of the Fees payable for the booking in relation to which the liability arose.

9. Intellectual Property

- 9.1 Subject to these Terms and Conditions, we grant you a limited, revocable, non-transferable, non-sublicensable and non-exclusive licence to use the App solely in connection with your use of the Services.
- 9.2 Access to the App and Services does not grant you any intellectual property rights relating to them, other than a right to use them in accordance with these Terms and Conditions. Under no circumstance may you copy, represent, change, transmit or publish any part of our App without our written consent. If you do, you may be subject to an infringement action or any other action we feel appropriate.
- 9.3 All intellectual property rights in the App and the Services (as updated from time to time) will remain at all times vested in us.

10. Privacy

- 10.1 Your privacy rights are important to us. Read our Mobility iQ Privacy Policy to find out how we process your personal data and what we use it for.

11. Restricted Use & Technical Requirements

- 11.1 We cannot guarantee the availability of our App or Services in the event of force majeure or third party failure. We also may need to restrict access to our App or Services for maintenance purposes.
- 11.2 By using our App and Services you are confirming that you are not currently subject to any sanctions, embargoes or asset freezes and confirm you will not:
- 11.2.1 Use any device, software, automated agents, scripts or routine to hack, or attempt to hack our App or Services or to create multiple accounts or to strip, scrape or mine data from or App or Service;
 - 11.2.2 Change, destroy or upload content on our App;
 - 11.2.3 Use or attempt to use any engine, software, tool, agent or other device or mechanism to navigate or search our Service (save for those we provide, third-party commercial viable web browsers or software to assist with accessibility);

- 11.2.4 Use our Service to collect or store personal data about others without their consent;
- 11.2.5 Change, copy, disassemble, reverse compile or reverse engineer any part of our App or Service or access our App or Service to build a similar or competitive site or service; or
- 11.2.6 Use any electronic means including robots, spiders, scripts or other automatic devices to use our App or Services, or to monitor or copy content from pages of our App.
- 11.3 The App may link to other websites, apps or materials owned by third parties for which we are not responsible and which you access at your sole risk.
- 11.4 In order to use the Services, you must ensure, at your expense, that your device meets the minimum technical requirements required for use of the App, including with respect to the operating system, mobile data and internet access.
- 11.5 You are advised to regularly back up all content and data used in connection with the App. We cannot be held liable for any corruption or loss of such content or data.
- 11.6 Occasionally you may be required to update the App to ensure that you always have access to the latest features and functionality of the App and the latest security updates. In some cases, if you are not using the latest version you may be unable to access the Services.

12. Contract Period, Termination and Right to Suspend Access

- 12.1 The contract between you and us based on these Terms and Conditions comes into force when you create an account, and will continue for as long as you use the App or any of the Services. Where you are using the App and/or Services as part of a trial, we may terminate this contract in accordance with the terms and conditions of the trial. You may terminate your contract with us at any time by permanently deleting the App on all of your devices. On termination, any amounts due by one party to the other will immediately (if they are not already) become due and payable. Some of these Terms and Conditions may continue to apply after the contract has terminated, including obligations to pay any amounts owed to us.
- 12.2 We may, at our sole discretion, suspend or terminate your account or your access to any of the Services (partially or fully) with immediate effect at any time if:
 - 12.2.1 you materially breach these Terms and Conditions or fail to provide any information we require to set up your account and provide the Services;
 - 12.2.2 we suspect fraudulent, unauthorised or unlawful activity in relation to your account and/or your use of the Services;
 - 12.2.3 you fail to pay any amount you owe us and it remains unpaid more than 14 days after we have sent you a reminder;
 - 12.2.4 we consider that such action is reasonably necessary or prudent, in our sole discretion, for the safety or security of other users of the Services, Third Party Providers or for continued good operation of any of the Services,

and we may, at our sole discretion, temporarily or permanently disable your access to the App and any Services in the circumstances described above. If we take action to suspend or terminate your account we will notify you unless there are legal or other reasonable grounds for not doing so.

- 12.3 If we terminate your account in accordance with this clause 12, this means that the contract between you and us based on these Terms and Conditions is also terminated and you must cease to use the App and any Services.

13. Governing Law

- 13.1 The laws of England will apply to these Terms and Conditions and the courts of England will have exclusive jurisdiction over any disputes in connection with these Terms and Conditions.

14. Contact Us

- 14.1 For any queries or complaints relating to a booking or the Services, please contact us via the contact function in the App or via email at mobilityiq-support@tmc.co.uk. In relation to the transportation services, we will act as an intermediary between you and the Third Party Provider in the resolution of any issues.