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Buupass Website Terms of Use

1. About our Terms

- 1.1 These Terms explain how you may use this website (the **Site**) to access our services and get to know about our company.
- 1.2 References in these terms to the Site means www.buupass.com, and all associated web pages.
- 1.3 You should read these terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
 - 1.6.1 e-mail info@buupass.com. Email will be responded to Monday to Friday: 9:00 a.m. to 5:00 p.m. Please email us again if you don't receive after one week; or
 - 1.6.2 telephone +254 715 763 362. Phone calls will be answered Monday to Friday: 9:00 a.m. to 5:00 p.m.
- 1.7 Your use of the Site means that in addition to complying with these terms, you also must comply with our Acceptable Use Policy.

2. Using the Site

- 2.1 The Site is designed to enable you purchase travel tickets, for example, bus or ferry tickets. It is also designed to help you hire various type of cars. Our website should therefore be used only for accessing information about us and for accessing the services we offer.
- 2.2 We offer these services to you are at fees indicated on the ticket and service you select and for this purpose, you agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 2.3 The Site is intended to be used by those who can access it from within the Kenya. If you choose to access the Site from locations outside the Kenya, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at info@buupass.com

3. Booking a travel ticket

- 3.1 In order for you to successfully book a ticket on our site, either for yourself or for someone else, you will need to provide us with the following information:
- 3.1.1 the point of departure, that is, the place where you will commence your journey;
 - 3.1.2 your destination, that is, the place where your journey ends;
 - 3.1.3 your intended date of travel;
 - 3.1.4 your name;
 - 3.1.5 your identity, alien card or passport number;
 - 3.1.6 your nationality; and
 - 3.1.7 your phone number.
 - 3.1.8 Note: They should also enter their payment authorization e.g MPesa PIN to pay for Buupass service and get ticket issuance.
- 3.2 You warrant that any information you give to us in the course of using the Site is, and will always be, accurate, correct, and up to date.

4. Acceptance of the Terms

You accept the Terms by remaining on the Site. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you especially at the point the Site prompts you to pay the Fare for the ticket you have selected. You also accept the terms as user of the Site even when such use is for the benefit of a person other than you.

5. Payment of the Fare

- 5.1 Once you have selected a service, or where applicable, a seat, and have accepted our terms and conditions of use, you will be required to pay the indicated Fare. You must pay this Fare to book your seat or service successfully. The Company will not accept any complaints about tickets where you place a booking for a ticket but fail or neglect to pay the Fare necessary to complete the booking process.
- 5.2 The Company may from time to time and at its own discretion, without informing you revise the Fares it charges for the tickets or service.
- 5.3 You acknowledge and agree that where a request for the payment of the Fare is

returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Fare.

- 5.4 The Company may from time to time, and at its own discretion, provide several Payment Gateways to enable you pay the Fare necessary to book your ticket or access the services we offer.
- 5.5 The Company will send you SMS ticket confirmation or an email after you have successfully paid for your ticket.
- 5.6 In some cases, you may make payment through your preferred Payment Gateway e.g. Safaricom MPesa services, but due to technical difficulties, the Payment Gateway that you have used fails to send payment instructions to The Company. You should always contact the Company in case you have paid for ticket, received SMS or email confirmation from the Payment Gateway but you have not received ticket confirmation from the Company.
- 5.7 Please contact the company through email info@buupass.com or telephone +254 715 763 362 if you have not received your SMS or email ticket confirmation after successful payment

6. Your Ticket

- 6.1 We will text and/or email you the ticket once we receive your Fare. The ticket will show the following details:
 - 6.1.1 your name;
 - 6.1.2 phone number;
 - 6.1.3 point of departure, that is, the point at which you will board;
 - 6.1.4 destination, that is, the place where your journey ends;
 - 6.1.5 the time at which you are expected to report at the terminus to commence your journey;
 - 6.1.6 time of departure, that is, the time at which your journey starts; and
 - 6.1.7 your seat number.
- 6.2 The SMS or email ticket you receive from the Company is not the final ticket for boarding. Some transport providers accept SMS or email ticket as the final ticket while others require you to visit the ticketing counter at their respective stations and

be issued a paper ticket from their respective station before departure. It is your responsibility to check ticket validation policies of your transport service provider.

- 6.3 You must keep your ticket safely secure as you will be required to present it to your transport services provider when collecting paper ticket for your journey or when boarding.

7. Refunds and Cancellation

- 7.1 We will not refund you for any lost tickets, or journey you miss. It is your responsibility alone to ensure your ticket is safe and secure and that you make it to the terminus in time for your journey.
- 7.2 You may contact your transport provider to change ticket details, cancel ticket or request for any alteration. The Company is not responsible for any alterations that you have made after purchasing the tickets from the Company platform
- 7.3 We will refund you within fourteen working days, after contacting the Company, if it turns out the seat you booked was already allocated to another passenger at the time you booked it. We will not pay any interest or penalty over and above the Fare we refund.

8. Restrictions on Use of the Site

- 8.1 You may not use the Services and may not accept the Terms if:
- 8.1.1 you are not of legal age to form a binding contract;
 - 8.1.2 you are a person barred from receiving the Services under the laws of Kenya or other countries including the country in which you are resident;
 - 8.1.3 if you are not in possession of a valid and acceptable identity or travel document in Kenya or your destination;
 - 8.1.4 if you were banned by the Company from using its services; or
 - 8.1.5 if you were banned by the specific transport provider from using its services.

9. Your privacy and personal information

- 10.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be received, used, and kept in line with our privacy policy. The privacy policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your

personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

10.2 Our privacy policy is available at www.buupass.com.

10. Ownership, use and intellectual property rights

10.1 We own this Site and all intellectual property rights in it including but not limited to any content in it. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

10.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust, to try to circumvent, or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

10.3 The use of any trademarks on the Site is strictly prohibited unless you have our prior written permission.

11. Limited of Liability

11.1 Our total liability arising out of or in connection with your use of the Site and our Services or these terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the cost of resupply of the services to you.

11.2 You expressly understand and agree that we, our affiliates, employees, agents, contributors and licensors, are not liable to you for any direct, indirect, incidental, special consequential or exemplary damages which you may incur, however they may be caused under any theory of liability. This includes, but is not limited to, any loss of profit (whether you incur it directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Accuracy of information and availability of the Site

12.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Any reliance that you may place on the information on this Site is at your own risk.

12.2 We may suspend or terminate operation of the Site at any time as we see fit.

12.3 Content is provided for your general information purposes only and to inform you about us, our products, news, features, services, and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

12.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

13. Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

14. Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

15. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

16. Variation

16.1 These website terms of use were published on 1st January, 2019.

16.2 We may change these website terms of use from time to time; when we do, we will inform you by posting them on the website.

17. Disputes

18.1 We will try to resolve any disputes with you quickly and efficiently.

18.2 If you are unhappy with us, please contact us as soon as possible.

18.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

- 18.3.1 let you know that we cannot settle the dispute with you; and
- 18.3.2 at this point you or us will jointly appoint an arbitrator to hear and settle the dispute. The arbitrator will be appointed in line with the Arbitration Act, 1995. If we have not agreed on the appointment of an arbitrator 21 days after us informing you that we are not in a position to settle your dispute, the Chairman of the Chartered Institute of Arbitrators, Kenya, may appoint such an arbitrator as your request or ours. The arbitration will be done in Nairobi, in English and the decision of the arbitrator will be binding on you and us.
- 18.3.3 We will each be responsible for paying our respective costs of arbitration. Should you or we refuse or for some reason fail to pay, the other party will make the payment and recover the costs as a debt.
- 18.4 If you want to take court proceedings, the relevant courts of the Kenya will have exclusive jurisdiction in relation to these Terms and in all other matters that may arise between you and us.
- 18.5 Relevant Kenyan law will apply to these Terms.

Buupass Website Acceptable Use Policy

1. About our Privacy Policy

- 1.1 This Acceptable Use Policy explains how you may use this website (the **Site**).
- 1.2 References in this Acceptable Use Policy to the Site means www.buupass.com and all associated web pages and platforms e.g. (USSD).
- 1.3 You should read this Acceptable Use Policy carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
 - 1.6.1 e-mail info@buupass.com. Email will be responded to Monday to Friday: 9:00 a.m. to 5:00 p.m. Please email us again if you don't receive after one week; or
 - 1.6.2 telephone +254 715 763 362. Phone calls will be answered Monday to Friday: 9:00 a.m. to 5:00 p.m.
- 1.7 Your use of the Site means that you must also comply with our website terms of use, where applicable.

2. Acceptable Use

You may use the Site only for personal purposes and primarily for accessing information about our services, and us and for booking travel tickets. Use of the Site in any other way, including in contravention of any restriction on use set out in this policy, is not permitted. If you do not agree with the terms of this policy, you may not use the Site.

3. Restrictions on use

- 3.1 As a condition of your use of the Site, you agree:
 - 3.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by this Policy or our website terms and conditions of use;
 - 3.1.2 not to use the Site to commit any act of fraud;
 - 3.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;

- 3.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;
- 3.1.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 3.1.6 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
- 3.1.7 not to use the Site in any manner that harms minors;
- 3.1.8 not to promote any unlawful activity;
- 3.1.9 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 3.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- 3.1.11 not to comply with the provisions relating to our intellectual property rights and software contained in our website terms and conditions of use.

4. Bulletin boards, chat rooms and other interactive services

- 4.1 We may make bulletin boards, chat rooms or other communication services ('Interactive Services') available on the Site.
- 4.2 We are not obliged to monitor or moderate Submissions to our interactive services. However, when we monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3 We may remove or edit any Submissions to any of our interactive services whether they are moderated or not.
- 4.4 Any Submission you make must comply with our Submission standards set out below.

5. Submission standards

- 5.1 Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:
 - 5.1.1 your own original work and lawfully submitted;
 - 5.1.2 factually accurate or your own genuinely held belief;
 - 5.1.3 provided with the necessary consent of any third party;

5.1.4 not defamatory or likely to give rise to an allegation of defamation;

5.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and

5.1.6 unlikely to cause offence, embarrassment or annoyance to others.

6. Using the Buupass name and logo

You may not use our trademarks, logos or trade names except in accordance with this Policy and our general website terms and conditions of use.

7. Breach

We shall apply the terms of this policy in our absolute discretion. In the event of your breach of this policy, we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

8. Disputes

All disputes between you and us will be addressed in accordance with clause 17 of our website terms of use.