

PAME App

Terms and Conditions

Last Updated Date: 08-Apr-24

1. Definitions and roles:

"App"	refers to the PAME Mobile Application
"CPT"	means CPT Cyprus Public Transport Services and Operations Ltd, a Limited Liability Company registered pursuant to the laws of the Republic of Cyprus, having its registered address at Thali 4, Geri, 2200, Nicosia, Cyprus which is the provider of the scheduled public transport service in Cyprus in the District of Nicosia and Larnaca. CPT is the license holder and manager of the App.
"Terms"	mean these Terms of Use, those applicable provisions found in CPT's Terms and Conditions (https://www.publictransport.com.cy/cms/page/terms-and-conditions) and CPT's Privacy Policy (https://www.publictransport.com.cy/privacy-policy/).
"Transport services"	means the scheduled public transport service operated by CPT.
"You", "your" or "user"	means the person making use of the App.

2. Binding Agreement:

These Terms constitute a legally binding document that set out the terms and conditions applicable to you, the User, when accessing and using the PAME Mobile Application (the "App") provided by Us, CPT.

These Terms incorporate in them, by reference, the Terms and Conditions that are found at [\[https://www.publictransport.com.cy/cms/page/terms-and-conditions\]](https://www.publictransport.com.cy/cms/page/terms-and-conditions) and the applicable Privacy Policy that may be found at (<https://www.publictransport.com.cy/privacy-policy/>). Please make sure that you read, understand and accept these Terms before making use of the App. Do not use the App if you disagree with these Terms.

You are also encouraged to periodically check these Terms as they may be updated from time to time depending on our business needs and requirements, amongst other reasons. The continued use of the App shall be considered as acceptance of the Terms as amended.

Users of this App are also encouraged to read the Travel Conditions imposed by CPT prior to using CPT's transport service. These can be found at: <https://www.publictransport.com.cy/cms/page/conditions-of-carriage>.

3. Eligibility for using the App: If you are under eighteen (18) years of age, legal consent from your parent/s or guardian must be acquired prior to using the App. By registering for and using the App, you warrant and represent that you have obtained this legal consent. If you are a parent or guardian of an underage User who has registered for or used the App without your consent, please contact us immediately at info@publictransport.com.cy.

4. The App: This App is intended to provide the general public and more specifically, CPT's transport service users with information about the service. It also allows those interested, to plan their journey and pay for the transport service offered by CPT, through the PAME in-app payment platform.

As the license holder and manager of the App, CPT is responsible for its content and function. It is also responsible for collecting payments related to the transport service provided by CPT.

5. Responsibility for Your Account:

You are responsible for:

(i) Keeping your log-in credentials safe and secure. Log-in credentials are sensitive therefore, you should refrain from giving them out to third parties at any point in time. Having a strong password will also enhance the security of your Account. Remember your account is personal to you, and therefore, you are prohibited from sharing your Account details with others.

(ii) Ensuring that the personal details listed in the App are always accurate and up to date. This is important since we may use these details to confirm your identity, offer our services, get in touch with you and more.

(iii) The manner in which your account is used. Any activity recorded on your account shall be understood as having been carried out by you. In the event that you suspect that your account information has been jeopardized or that someone other than yourself has accessed your account, please make sure that you inform us immediately on [mail to: info@publictransport.com.cy](mailto:info@publictransport.com.cy). Failure to inform us of any breaches noticed in a timely manner or failure to adhere to the above shall render you solely responsible for any losses incurred by yourself, Third Parties and/or Us.

6. PAME in-App Payments: You can pay for transport services through the App. Your obligation will be fulfilled when the payment order is given to transfer funds to our bank account. As a user of the transport service provided by CPT, you are responsible for ensuring that the payment is effective and that you have enough funds available to pay for the transport service prior to using such transport. We reserve the right to ask for additional information from you so as to verify payment method, payments and more.

Please note that when making payments for the transport service through the PAME in-App Payment Platform you may incur costs imposed by third-party service providers. These service providers may charge you additional fees so as to process your payment, amongst others. CPT disclaims any liability and responsibility for any fees you may incur. Also be informed that certain third-party payment providers regulate their service through their own terms and conditions. You are advised to read and review these terms and conditions before using your preferred payment method.

Please note that we are only responsible for the functioning of in-app payments and for providing support in resolving payment related issues.

7. Intellectual Property: All intellectual property rights over the application, its services, design, and source code, and all intellectual property rights over any content included in the same (including without limitation text, images, animations, data bases, graphics, logos, trademarks, icons, buttons, pictures, videos, sound recordings, etc.) belong or are licensed to CPT and protected by international laws and treaties.

Use of any trademarks, logos, contents, designs, text, graphics, images, music, software, audio, video, information and/or any other material featured on the App or elsewhere shall be prohibited unless prior written consent is first obtained from us.

You are also strictly prohibited from transferring, sub-licensing, and/or laying claim to this App and the content outlined herein. You are not allowed to reproduce, transform, make any derivative work, distribute, make available, communicate to third parties, extract, reutilize and/or use the App, its services, its design or its contents, except as permitted by Section 8 below

The content of this section does not take away from the provisions of the law, and in addition to them, all restrictions and prohibitions dictated by law and related to intellectual property rights and copyright law shall also apply.

8. License to You: Subject to your compliance with the Terms, CPT grants you a limited, personal, non-exclusive, non-sublicensable, non-transferrable and revocable (without notice and with and/or without cause) license to: (i) access and use the App on your personal mobile device solely in connection with your personal use of the transport services provided by CPT; and (ii) viewing access to any content, information, and related material that may be made available on the App and this solely for your personal use. All other rights are expressly reserved.

In addition to the above, you agree to use the App only for its intended purpose. Use of the App must be in line with all applicable law, including but not limited to data protection, privacy and intellectual property law. Amongst others, data mining, use of web spiders, robots, worms, viruses, or any other method of gathering data on or through the App is prohibited. Efforts to hamper or hinder, damage, obtain knowhow and acquire illegitimate access to the App or to the user accounts, or the technology it holds are also forbidden. You are also prohibited from framing, mirroring, or linking to the App without our prior written approval. We also ask you to refrain from using the App:

- To Disclose or post personal information about another person.
- In an illegal way or to commit an illegal act, or do anything that may otherwise result in fines, penalties, and other liability to CPT or others; or
- In a jurisdiction where it is illegal or unauthorised to do so.

(Please note that the above list is not exhaustive)

9. Consequences of Violating The Terms: Failure to adhere to the Terms, may render you legally liable to CPT. In case of any breach of these Terms, CPT also reserves the right to: (i) suspend your Account; (ii) terminate your Account; (iii) prevent you from accessing or refuse to give you access to your Account or the App; (iv) refuse to allow you to create a new Account; (v) take any action deemed so necessary to protect itself and third parties.

You will also be held responsible for any fees, fines, penalties, claims and other liability incurred by Us or others as a result of your breach of the Terms and your misuse of the App.

10. Limitation of Our Liability: CPT shall not be held liable for:

- Any damages (including but not limited to loss of profits, goodwill, damages to reputation etc) and/or injury/ies that you may suffer, either as a direct or indirect result of your use of the App;
- Any damages (including but not limited to loss of profits, goodwill, damages to reputation etc) and/or injury/ies third parties may suffer as a direct or indirect result of your use of the App.
- Any damages (including but not limited to loss of profits, goodwill, damages to reputation etc) and/or injury/ies that you may suffer, either as a direct or indirect result of use of the App by third parties.

11. Content Accuracy: CPT endeavours to provide you with information that is up to date and accurate at all times. Nevertheless, there may be instances where this is not possible due to changes in routes and prices, increase in traffic and so on. For this reason, we cannot always guarantee the validity, timeliness, reliability, accuracy or completeness of any of the content made available on the App or of any data submitted on the App by or from any third-party service provider. We also cannot make representations on the quality or nature of third-party products or services obtained through the App.

Use of the App shall, therefore, be entirely at your own risk.

12. Third-Party Websites and Promotions: The App may contain links to websites and applications operated by third parties. It may also contain reference or links to special contests or promotions organised by third parties. You are solely responsible for deciding whether you want to access these links and participate in any promotions or contests so organised by third parties. CPT is not responsible for such promotions, contests, websites and applications unless

otherwise specifically indicated. You are, therefore, solely responsible for your use, participation and access of them and we disclaim all liability arising from your use of them.

13. General Terms: These Terms constitute the entire agreement between you and Us in relation to your use of the App.

Our failure to assert all or part of any right or provision of the Terms may not be deemed as a waiver of such right or provision unless agreed to by Us previously in writing.

If any provision of this Agreement, is held to be void or unenforceable in whole or in part by any court or other competent authority, this Agreement shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

14. Jurisdiction and Applicable Law: These Terms are subject to the exclusive jurisdiction of the Cyprus Law Courts and shall be interpreted in line with Cypriot Law.

15. Suggestions and Submissions: We welcome any feedback and comments that you may have regarding the App. Please be advised that any information, comments, suggestions, ideas, concepts, recommendations and other materials submitted to Us and consequently used by Us shall be considered as:

- Wholly owned exclusively by Us;
- Not subject to any obligation of confidentiality and therefore, free to make use of against no charge, compensation and/or liability;
- Freely available for use by Us for any purpose whatsoever, including commercially or otherwise.