

# INTRODUCTION TO TERMS AND CONDITIONS OF USE

myPTP is a service to provide you with suggested options to get to your destination with using information provided by users. As our widget tool allows collection of a name and email address it is important that any user understand it's use comes with the following Terms and Conditions.

myptp.co is a website operated by Liftshare.com Limited. Liftshare.com Limited is a private limited company registered in England and Wales under company number 03968472. Our registered office is at 4 Duke Street, Norwich NR3 3AJ.

In these Terms and Conditions of Use:

(1)References to 'you', 'your' and 'yours' are references to the person accessing myptp.co website and/or using any of the Facilities together with any party represented by such person.

(2)References to 'we', 'us' and 'our' are references to Liftshare.com Limited.

Should you wish to contact Liftshare.com Limited about our myPTP service please contact [support@myptp.co](mailto:support@myptp.co)

## IMPORTANT – LEGAL NOTICE

This legal notice applies to the entire contents of the website under the domain myptp.co ("Website") and to any correspondence by e-mail between us and you.

Please read these Terms and Conditions of Use carefully before using the Website. By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms and Conditions of Use Agreement ("Agreement"). By becoming a Member of the Website, you agree to be bound by and comply with the following Terms and Conditions of Use without modification. If you do not accept these Terms and Conditions of Use, you should neither use nor register with the Website.

You accept and agree to be bound by these Terms and Conditions of Use and represent and warrant that you have sufficient right, authority and capacity to enter into and abide by all of the terms and conditions set out in the Terms and Conditions of Use.

# DISCLAIMER

Without prejudice to condition 10 of these Terms and Conditions of Use please note that:

- (1) myPTP is an information sheet only, designed to guide users to the possible transport options available. The information given is only as accurate as the data source.

# TERMS AND CONDITIONS OF USE

## (1) DEFINITIONS USED IN THESE TERMS AND CONDITIONS OF USE

(1.1) The definitions and rules of interpretation in this condition 1.1 apply to these Terms and Conditions of Use.

"myPTP"

means the Facilities and the Website the purpose of which is to facilitate on-line contact between individuals who want to travel more sustainably by travelling together and to facilitate the searching for travel companions and the arranging of shared travel.

"Facilities"

means any or all of the facilities available to Users on or through the Website.

"User"

means any person who has visited the Website and who has completed all of the mandatory fields in the form to receive a travel plan.

"Client"

means an organisation that has purchased the licence to use a white-labelled version of the myPTP website.

"Terms and Conditions of Use"

means these terms and conditions of use (including the introduction, the legal notice, the safety statement, all conditions and the Privacy Policy) and any amendments to or revisions

of any of the same as may be published from time to time by Liftshare.com Limited on the Website from time to time.

"Website"

means this myPTP.co website.

(1.2)Where we use the expression "including" this is to be construed as being immediately followed by the expression "without limitation". Consequently, any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(1.3)Words appearing in the singular shall include the plural and vice versa.

(1.4)Headings to conditions, paragraphs, policies and/or to any documents published and/or accessible through the Website do not affect the interpretation of these Terms and Conditions of Use.

(1.5)On occasion we refer to a statute, statutory provision or subordinate legislation made under a statute. These references are to be construed as being to that statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date appearing at the top of these Terms and Conditions of Use as the last revision date. Where we refer to a statute, that reference includes any subordinate legislation made under that statute whether before or after the date of the latest revision of these Terms and Conditions of Use.

## **Eligibility**

This Service is intended solely for Users who are thirteen (13) years of age or older, any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. If you are under 18 years of age you may use the Service only if you either are an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations.

## **(2)LIMITATION OF OUR LIABILITY TO YOU**

(2.1)We shall have no responsibility for any personal or financial consequences, which result from the use of the Website and/or the Facilities. The Website is simply a "virtual notice board" which allows you to post journeys, search for matches with other Members and contact them.

(2.2)The material displayed on the Website and/or the Facilities is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the fullest extent permitted by law, we and any and all third parties connected to us (including our employees, officers, agents, representatives and/subcontractors) hereby expressly exclude:

(2.2.1)any and all conditions, warranties and other terms (including any and all express or implied warranties) which might otherwise be implied by statute, common law or the law of equity;

(2.2.2)any and all liability for any direct, indirect and/or consequential loss or damage incurred by you in connection the use, inability to use, or arising (directly or indirectly) from use of the Website and/or the Facilities, any websites linked to either of them and/or any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Website and/or the Facilities, including:

(2.2.2.1)loss of income or revenue;

(2.2.2.2)loss of business;

(2.2.2.3)loss of profits or contracts;

(2.2.2.4)loss of anticipated savings;

(2.2.2.5)loss of data;

(2.2.2.6)loss of goodwill;

(2.2.2.7)wasted management or office time, whether caused by tort (including our negligence), breach of contract, breach of statutory duty or otherwise, even if any such loss and/or damage is reasonably foreseeable.

(2.3)You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives and/subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Website and/or any of the Facilities by us, by any of our partner organisations, by any User and/or by any other person or entity.

(2.4)You acknowledge that we and our employees, officers, agents, representatives and/subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Website and/or the Facilities.

(2.5)We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.

(2.6)Nothing in these Terms and Conditions of Use shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraudulent misrepresentation or misrepresentation as to a fundamental matter; or (c) any other liability which cannot be excluded or limited under applicable law.

### (3)YOUR INDEMNITY TO US

(3.1)You agree to indemnify us, our holding companies, our subsidiaries, our officers employees, agents, representatives and subcontractors against any and all claims, demands, costs, losses, liabilities and expenses including legal expenses (on an indemnity basis) arising out of or relating to:

(3.1.1)your use of the Website and/or the Facilities;

(3.1.2)any part or all of Your Content;

(3.1.3) any breach of these Terms and Conditions of Use including any abusive or unlawful behaviour on your part or by any person for whom you are responsible; and/or

(3.1.4) breach of any warranty or representation given by and/or on behalf of you.

#### (4) LINKS TO OTHER WEBSITES

(4.1) Please note that links to websites created and/or maintained by organisations other than ourselves are available on or through the Website and/or the Facilities. However, we cannot accept any liability for the accuracy or content of such other websites and we do not necessarily endorse the views expressed within any of them. We cannot guarantee that these links will operate all of the time and we have no control over the availability of any linked pages.

#### (5) VARIATIONS TO TERMS AND CONDITIONS OF USE

(5.1) The information, material and/or content provided in the pages of the Website and/or the Facilities may be changed at any time and from time to time without notice. We may revise these Terms and Conditions of Use at any time without prior notice by amending this page. You agree that you will check this page on the Website on a regular basis to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms and Conditions of Use may also be superseded by provisions or notices published elsewhere on our Website.

#### (6) ENTIRE AGREEMENT AND MISCELLANEOUS PROVISIONS

(6.1) These Terms and Conditions of Use, and the pages on the Website and/or the Facilities to which these Terms and Conditions of Use refer, constitute the entire agreement between us. They cancel and supersede all prior understandings, proposals, agreements, negotiations, and discussions between us whether written or oral.

(6.2) If any provision (or part of any provision) of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions will continue in force without being impaired or invalidated in anyway.

(6.3) No forbearance, delay or indulgence by either of us in enforcing our respective rights shall prejudice or restrict those rights. Neither of us shall be deemed to have waived any of our respective rights under these Terms and Conditions of Use because of our respective failure or delay in exercising that right.

(6.4) You may not assign, transfer and/or subcontract all or any of your rights and/or obligations under the agreement between us set out in these Terms and Conditions of Use which are personal to you and any attempt on your part to the contrary is void. The agreement made between us as evidenced in these Terms and Conditions shall inure to the benefit of and be binding upon each of our successors and assigns.

(6.5) Any notice required or permitted to be given to you by us under these Terms and Conditions of Use shall be delivered by electronic mail to the email address provided by you during registration on the Website.

#### (7) RIGHTS OF THIRD PARTIES

(7.1) A person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any provision of these Terms and Conditions of Use.

#### (8) JURISDICTION AND GOVERNING LAW

(8.1) These Terms and Conditions of Use and the agreement made between us are governed by and will be interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction in respect of any claim or

dispute which may arise in connection with these Terms and Conditions of Use or in connection with and/or arising from any use of the Website and/or the Facilities.

#### **(9) CONCERNS**

(9.1) If you have any concerns about any material whatsoever which appears on the Website and/or the Facilities, please contact [support@myptp.co](mailto:support@myptp.co)

(9.2) If you believe that any communication made through or on the Website and/or any of the Facilities infringes any legal rights that you may have or is in breach of any of these Terms and Conditions of Use (including the Rules of Behaviour) or know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by email at the following address: [support@liftshare.com](mailto:support@liftshare.com).

(9.3) You agree to comply with all reasonable requests from us, the police, or any statutory or regulatory authorities in identifying any unauthorised users of the Website and/or the Facilities.

## **OUR PRIVACY POLICY**

Your privacy on the Internet is of the utmost importance to us. Because we gather certain types of information about users of the myPTP service, we feel you should understand fully the terms and conditions surrounding the capture and use of that information. This Privacy Policy discloses what information and/or data we gather, how we use it, and how to correct or change it.

### **(1) INFORMATION WE GATHER AND TRACK**

(1.1) We gather two types of information about users of the myPTP service: data that users provide through optional, voluntary registration and data gathered through tracking information derived mainly by tallying page views and journey requests through the service. Such information enables us to improve the tailoring of our features and content to users' needs.

(1.2) We currently gather user information in the following processes:

#### **(1.2.1) Optional Registration**

the Website offers free, voluntary service to users. By entering journey details, users can receive results tailored to the details entered and may receive an email summary of their journey.

**(1.2.2)**To receive a Travel Plan we ask you to supply a name an email address and details about the journey you would like to make; it's date, the times of the journey and it's start and end points.

### **(1.2.3)Surveys**

occasionally, we conduct user surveys to understand better the needs of our audience in order to improve our features. We sometimes share the aggregated demographic information in these surveys with our clients or partners. We never share any information about a specific user gathered in a survey with any third party without that user's express consent.

### **(1.2.4)Usage Tracking**

The Website tracks Member traffic patterns throughout its network. This information may be used to help personalize the Website or target advertising. We also break down overall usage statistics according to a user's domain name, browser type, and MIME type by reading this information from the browser string (information contained in every user's browser).

### **(1.2.5)Cookies**

A cookie is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the Website uses to track the pages you've visited. But the only personal information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. The Website uses cookies to allow.

**(1.2.6)**When you register, the Website uses a cookie to store a unique, random user ID.

**(1.2.7)**You can refuse cookies by turning them off in your browser. However you need to have your cookies turned on to use the Website.

## **(2)USE OF THE INFORMATION**

**(2.1)**We use information given by our Users to provide a travel plan of a journey which may be emailed to the user for later reference. We may also use it to enhance the User experience by better preparing future features based on the interests of our Users.

**(2.2)**We use your email information to provide an email with your requested travel plan. We may also use your email information to issue surveys from the service to monitor travel

behaviour. We never share individual email addresses or postcodes with any third parties, including advertisers or partners, without prior consent from the relevant Users.

**(2.3)**We create aggregate reports on User demographics and traffic patterns for our clients and partners. This allows our clients and partners to advertise more effectively, and allows our Users to receive information that is pertinent to their needs.

### **(3)SHARING OF THE INFORMATION**

**(3.1)**We use the above-described information to tailor our content to suit your needs and to help our clients and partners better understand our Users' demographics. This is essential to keeping the Website and Facilities free. We do not share individually identifiable information about specific Users with any third party without prior consent from that User. We do not, however, control the practices of our clients or partners. If you have questions about how one of our clients, our partners and/or your administrator, uses information about you please contact them directly (we will divulge information only as necessary to comply with English law).

**(5)**liftshare.com makes use of the Google Maps service to display journey information. Please view their [privacy policy here](#).

### **(6)Data Protection**

**Liftshare.com Ltd is registered on the Data Protection Register (Registration number: Z5010286)**

#### **(6.1)Subject Access Request**

Under Section 7 of the Data Protection Act, 1998 (DPA) an individual has the right to request copies of all their personal data known as a subject access request (SAR).

**(6.2)**In order to get a copy of their personal data, an individual has to make a request in writing, provide sufficient information to identify themselves and the information they are seeking and the necessary fee (the Act allows a Data Controller to charge up to £10 for a request).

**(6.2.1)**SAR forms should be completed by the individual and returned to the Data Protection Administrator at Liftshare.com Ltd, 4 Duke Street, Norwich NR3 3AJ

**(6.2.2)**Liftshare.com Ltd will acknowledge all SARs within 5 working days



**(6.2.3)**Liftshare.com Ltd will respond to a SAR within 40 calendar days of the required documents and fee being submitted

**(6.2.4)**All SARs will be treated in the strictest confidence and will only be processed by authorised Liftshare.com staff in order to locate the information and process the SAR

**(6.2.5)**Only information which is considered to be personal data will be released under a SAR. The anonymity of other individuals or other information which is not considered to be personal data may be protected, as appropriate, by redaction or omission in accordance with the DPA.

**(6.3)Requesting information on behalf of another individual**

In order to request information on behalf of another individual Liftshare.com Ltd requires proof that you are acting with the authorisation of that individual. Therefore, some additional information is required.

**(6.3.1)**If you are acting on behalf of another individual a written request must be submitted along with the statutory £10 fee, signed authorisation confirming the data subject's consent to the agent acting on individual's behalf, and evidence of the identity of the data subject.