

www.busfinder.com

Terms of use

English-version 1.5 - EBA
busfinder GmbH

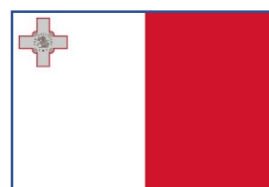
(valid from 1.7.2021)



Ireland



Great Britain



Malta

Legal notice

The following is a system-generated translation into English. The translation is based on the German original. The translated version of the German Terms and Conditions is a courtesy translation and is for informational and internal purposes only. In the event of any dispute, inconsistency or discrepancy between the German version and the version in another language, the German version shall prevail and be binding to the extent permitted by law. The German version can be found on our website or will be sent to you in writing upon request.

1. Services

The registering bus enterprise commissions EBA busfinder GmbH with the mediation of the services offered by the bus enterprise.

1.1 Type of services

The mediation is carried out via the online platform www.busfinder.com, where visitors of this web page can make bookings. With the booking via www.busfinder.com a direct and legally binding contractual relationship between the booking party and the offering bus company is established. During the booking process, EBA busfinder GmbH acts exclusively as an intermediary between the bus company and the booking visitor of the website.

1.1.1 Services in connection with a system integration

The mediation is carried out via the online platform of the registering bus company, where visitors of this web page can create offers and make bookings. As a licensee of EBA Bus Alliance GmbH, EBA busfinder GmbH provides the technology necessary for the creation of offers and the binding booking as a full integration on the online platform of the bus company. (I-Frame integration) With the booking via the online platform of the registering bus company, i.e. via the technical facility provided by EBA busfinder GmbH, a direct contractual relationship is created between the booking party and the offering bus company. The technical facility shall be provided to the bus enterprise by EBA busfinder GmbH for the duration of the agreement. The bus enterprise undertakes to immediately remove the technical facility from its own website upon the end of the contractual relationship.

1.1.2

Services in connection with online payment

The registered bus enterprise shall be given the opportunity to use a payment interface (online payment) upon registration. To use the payment interface, the bus enterprise must register with the payment provider of EBA busfinder GmbH ("MultiSafepay"). This is done via a personalized link, which the bus enterprise receives from EBA busfinder GmbH. The activation of the payment interface must be requested in writing from EBA busfinder GmbH. Until activation, no monthly maintenance and service fees will be charged. Activation of the payment interface automatically generates a term of 12 months, unless the user contract is terminated by one of the two contracting parties before the expiry of the 12-month term. After expiration of the 12-month period, the payment interface can be deactivated by a written notification of the bus enterprise to EBA busfinder GmbH. By activating the payment interface, the bus enterprise acknowledges that EBA busfinder GmbH shall be indemnified and held harmless in connection with the use of the payment interface and that EBA busfinder GmbH shall also not be held responsible or liable for the uninterrupted and unrestricted availability of the payment interface.

1.2.

Provision of information

The information used by EBA busfinder GmbH for the mediation of the services is based on the information provided to us by the bus companies. For the purpose of providing information, the bus company is provided with an administration area on app.busfinder.com. The bus company shall be solely responsible for ensuring that the prices, availability and other information listed on www.busfinder.com or used to calculate the respective offers are true and are always updated by the bus company.

The information can only be provided via the administration area of the bus enterprise or via interface solutions provided by EBA busfinder GmbH. The bus enterprise is required to handle the data in the administration area carefully and conscientiously. EBA busfinder GmbH cannot check whether all information is accurate, correct and complete, nor can EBA busfinder GmbH be held responsible or liable for errors, including obvious errors, or for interruptions in access to the administration area or for any failure to transmit the information - including any failure to transmit via interface solutions.

1.3.

Access data to the administration area

After registration, each bus enterprise shall be provided with a user name or password for the use of the administration area. The bus enterprise is responsible for keeping the access data secret. Passing on the access data to third parties is prohibited. EBA busfinder GmbH does not assume any liability for the misuse of the access data. This also applies to any further access to the administration area, e.g. own disposition accesses.

2.

Additional functions/applications

A disposition tool is available to the bus enterprise in the personal administration area. These applications can be used by the bus enterprise during the period of use.

3.

Usage fees/commissions/dues

Usage and system fees as well as brokerage commissions and their due dates are regulated in the appendix (tariff sheet) to the Terms of Use.

4.

Customer Cancellations/Claim for Provision

4.1.

Customer Cancellations after the Binding Booking

For customer cancellations after the binding booking (after the expiry of the deadline for the free cancellation option) via www.busfinder.com or for bookings via sales integrations (third-party sites, e.g. other booking platforms, travel agencies, media partners, etc.), the full commission claim of EBA busfinder GmbH shall not apply or shall not apply in part. The settlement of cancellation fees, with reference to the cancellation conditions published on www.busfinder.com and provided by the bus company, is the responsibility of the booked bus company.

4.2

Booking with optional cancellation option

In the case of a customer booking with the option to cancel free of charge within a predefined framework, the commission claim of EBA busfinder GmbH shall be waived in its entirety if the customer cancels the booking in due time. The bus company may grant the customer a discount for waiving the cancellation. This is activated by the bus company via the administration area and the amount of the discount is determined. The bus enterprise is obliged to consider this possibility, if offered, in the GTC or the payment and cancellation conditions accordingly (under administration/master data)!

5.

Rights and obligations of EBA busfinder GmbH

5.1

Vehicle data of the bus enterprise

The bus enterprise grants EBA busfinder GmbH a royalty-free and worldwide right to disseminate, convey and display the data required by the bus enterprise for the fulfillment of the contract.

5.2

Websites of third parties

EBA busfinder GmbH shall not be liable to the bus enterprise for acts or omissions of third party websites in the case of sales integrations.

5.3

Customer Data

busfinder GmbH shall forward the booking made by a customer, including the booking data, to the corresponding bus company.

5.4

Storage of Customer Data

busfinder GmbH shall store the customer data transmitted during the reservation process. EBA busfinder GmbH will neither use the stored customer data for its own marketing activities nor pass them on to third parties. However, the bus company agrees with the agreement that the customer data will be evaluated for statistical purposes. The data stored during the fulfillment of the agreement shall remain stored for as long as required by law.

5.5

Mail dispatch

EBA busfinder GmbH forwards the mails generated by the system with the booking to the customer of the bus enterprise.

5.5.1

Mail dispatch in the use of system integration

The bus enterprise has the option to provide busfinder GmbH with access to a mail server (mail address) from the bus enterprise. In this case, the technical equipment of EBA busfinder GmbH may send the customer mails via the mail server provided.

5.6

Customer ratings/general guidelines

After the provided service on the part of the bus company, EBA busfinder GmbH asks the customer to evaluate the services of the bus company from different points of view and to assign points for certain services during the provision of the order. There will be only "real" ratings on the website. A customer rating can only be submitted via a link sent from www.busfinder.com to the booking customer and only for the respective booking. EBA busfinder GmbH does not conduct any discussions or correspondence with the bus company regarding the customer ratings displayed on the websites. Furthermore, EBA busfinder GmbH shall not be liable for the content and consequences of the publication of customer reviews.

5.7

Review and publication of customer ratings

EBA busfinder GmbH undertakes to carefully check the guest reviews. They will only be released after being checked by administrators of EBA busfinder GmbH. Furthermore, EBA busfinder GmbH reserves the right to change, reject or remove inappropriate ratings or ratings containing personal names or, if necessary, to contact the rated bus company before publication. The bus company acknowledges that EBA busfinder GmbH is only the distributor and not the author of these comments. EBA busfinder GmbH has no obligation to verify the accuracy of the ratings/comments!

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6

Ranking

6.1.

Order

The order in which offers are displayed on www.busfinder.com are system-generated by www.busfinder.com. The ranking on www.busfinder.com is not a recommendation and should not be considered as such.

6.1.2

Claims regarding the ranking

The bus company cannot make any claims regarding the ranking against EBA busfinder GmbH.

7

Assurances and liability

7.1

Intellectual property and requirements under commercial law

The bus enterprise assures EBA busfinder GmbH that the bus enterprise possesses all authorizations, licenses, concessions and other official permits necessary for the performance of the offered services. The bus enterprise further assures EBA busfinder GmbH that all necessary rights and authorities are available to provide the data required for the performance of the contract.

7.2

Warranty/Liability

busfinder GmbH shall not assume any liability towards the

bus company in connection with a temporary or total failure, interruption, malfunction or non-availability of the Website, the administration area, sales platforms, interface solutions or individual additional functions.

8

Compensation and liability

The bus company shall be fully liable to EBA busfinder GmbH for all obligations, costs, expenses, damages, losses, obligations, claims of any kind, legal claim, penalties and legal proceedings paid by or incurred against EBA busfinder GmbH and undertakes to indemnify and hold EBA busfinder GmbH harmless with respect to: (a) all claims for damages by customers regarding incorrect, erroneous or misleading information provided by the bus company on the websites; (b) all claims for damages by customers regarding a service performed by the bus company, overbooking or (partially) cancelled or incorrect bookings; c) all other claims for damages by customers to be borne in whole or in part by the bus enterprise; and d) all claims against EBA busfinder GmbH in connection with or as a result of the bus enterprise's failure to pay or withhold applicable taxes levied or based on this service, or other fees in accordance with the applicable corresponding jurisdiction.

9

Period of Use and Suspension of the Right of Use

9.1

The right of use shall commence for the registering bus company on the date of registration and shall be concluded for an indefinite period of time. The right of use additionally requires the payment of the registration and training fees. Both contracting parties have the right to terminate the usage agreement in writing subject to a 30-day notice period. However, the services already booked beyond this

period are excluded from this and must be carried out by the bus company. The booking commissions incurred for these bookings shall be paid by the bus enterprise to EBA busfinder GmbH.

9.2

EBA busfinder GmbH may revoke or suspend the right of use with immediate effect or without prior written notice, if there is a significant violation of the Terms of Use by the registering bus enterprise. The suspension of the right of use may occur, for example, if the bus enterprise is in default with the payment of commissions to EBA busfinder GmbH. Other terms of use shall remain unaffected by the suspension of the right of use. However, the services already booked beyond the right of use are excluded from this and must be carried out by the bus enterprise. The booking commissions incurred for these bookings are to be paid by the bus enterprise to EBA busfinder GmbH. The data stored at the time of booking shall remain stored for as long as required by law.

9.3

After the end of the right of use/duration of use, the cooperation with the registering bus enterprise shall be deemed to be completely and entirely terminated. Sections 3, 4, 7, 8, 10, 13 and 14 shall apply beyond the period of use.

10

Data and documents

The systems and documents of EBA busfinder GmbH (including the administration area, the online booking overview, and/or e-mails) shall be considered as compelling evidence of the receipt of a customer's booking by the bus company and the amount of the commissions to be paid by the bus company to EBA busfinder GmbH in accordance with the Terms of Use (Tariff Sheet).

11.

Marketing

EBA busfinder GmbH shall initiate marketing activities at its own discretion and at its own expense.

12.

Marking of the vehicles

The bus company may affix a sticker provided by EBA busfinder GmbH in the maximum size of 25x25 cm clearly visible on or next to the front entrance door of all vehicles registered in the administration area. The stickers are issued by EBA busfinder GmbH upon request and availability and identify the bus company as an authorized member of www.busfinder.com. An average classification of the fleet or average customer ratings may be part of the sticker.

13

Secrecy/data protection/data processing

13.1

Disclosure

By accepting the Terms of Use, it is agreed that all confidential information exchanged in the use of www.busfinder.com remains the sole property of the disclosing company and the receiving company uses the confidential information exclusively for the use of www.busfinder.com, does not copy, publish or make confidential information available to third parties. (except in the use of www.busfinder.com)

13.2

Unauthorized use

Both companies also agree to secure and protect customer data from unauthorized use or publication and not to disclose it to third parties.

13.3

Data processing

By accepting the Terms of Use, the bus company expressly gives its consent to the processing of data in the use of www.busfinder.com by the system owner, EBA Bus Alliance GmbH with its registered office in A-1030 Vienna, Mohsgasse 11. The system owner also undertakes to secure customer data and protect it from unauthorized use or publication and not to disclose it to third parties. All legal requirements and guidelines must be complied with when processing personal data and data protection.

14

Other

14.1

Administrative expenses

All administrative expenses (personnel deployment, material...) incurred in connection with the use of www.busfinder.com shall be borne by the contracting parties themselves for the parts of the service that fall to them in detail.

14.2

Assignment of rights and obligations

The contracting parties are not entitled to assign, transfer or encumber any rights and/or obligations arising from the right of use of www.busfinder.com without the prior written consent of the other contracting party.

14.3

Advertising with www.busfinder.com

The registering bus company is prohibited from advertising with products of EBA busfinder GmbH. Any use of the

products, the trademark, the word- figurative mark and/or the domain(s) requires the express and written permission of EBA busfinder GmbH.

14.4 Notices

All notices and messages regarding these Terms of Use must be in German and in writing and sent by mail or courier service to EBA busfinder GmbH or the registering company.

14.5 Law/Court of Jurisdiction

The place of jurisdiction for all disputes arising from the use of www.busfinder.com shall be the respective competent court at the company location of EBA busfinder GmbH.

15 Final Provisions

15.1 Legal successor

The Terms of Use shall automatically pass to the legal successors of both contracting parties and the contracting parties undertake to transfer the rights and obligations arising from these Terms of Use to the legal successors.

15.2 Ineffective provisions

If any provision of these Terms of Use is or becomes invalid or non-binding, all other provisions applicable to the contracting parties shall remain unaffected thereby. In this case, the contractual partners shall replace the invalid or non-binding provision with a valid and binding provision.

15.3.

Tariff changes/terms of use

In the event of changes to the respective current tariffs, the terms and conditions of use accepted by the respective bus enterprise upon registration shall remain valid. Already registered bus companies shall only have to agree to changes in the respective tariff system in writing if any changes concern usage-dependent costs or booking commissions and if the changes have a direct impact on current costs and/or fees for the respective bus company in the operational use of www.busfinder.com.

15.4.

Previous agreements

By registering on www.busfinder.com and accepting the Terms of Use, all previously concluded agreements of any kind or form shall lose their legal effect.

Appendix A Tariffs

1.

One time fees

Basic package € 1.589,00

- Registration
- Site integration
- Payment interface
- 2 online trainings (a' 2 hours)

Interface 450,00*/€ 780,00**

- RATIO software
- **Kuschick
- CS Bus – Computer Steiner
- Turista
- Delta Plan

* additional fees will be charged by the software partner - please check with your provider

Additional training (per hour) € 80,00

Additional page integration € 495,00

Payment interface (retrofit) € 395,00

2.

Booking commissions

Bookings via busfinder.com 7%**

incl. bookings via sales integrations

** Percentage from the booking total plus
the statutory value added tax

Bookings via page integrations free of charge

Page integration on the websites of the bus companies

3.
System fees
in the use of page integration

Request fee per customer/per 24 hours	€ 0,39
Request fee incl. statistics tool per customer/per 24 hours (depending on usage)	€ 0,69
Statistics tool flat fee, monthly (flat fee) additional per customer/per 24 hours € 0,39	€ 15,00

4.
System and maintenance fees

Payment interface, monthly * only with the activation of online payment	€ 15,00*
Admin interface, monthly Interface to scheduling and order management tools. ** additional costs may be incurred by the software provider	€ 15,00**

5.
Foreign currencies

Costs, commissions and fees are always charged in € (Euro). All amounts stated in foreign currencies are only indicative values based on the current exchange rate of the "European Central Bank".

6.
Tariff adjustments

EBA busfinder GmbH reserves the right to adjust tariffs, commissions and fees.

However, tariff adjustments are only possible with 6 months notice and require the information on tariff adjustment to the individual bus companies connected to busfinder.com.

7.

Special conditions/discounts

Deviating tariffs or granted special conditions and/or require a written agreement. Special conditions and discounts are also granted if the registering bus company enters a valid voucher code communicated by EBA busfinder GmbH in the registration process.

8.

Invoicing / Deadlines

One-time fees are invoiced after registration/order. Monthly system and maintenance fees are system-generated and automatically charged in the month after service provision (monthly invoice). Booking commissions are system-generated and automatically charged in the month after the service is provided (monthly invoice). No commissions are charged for online bookings that are cancelled by the customer. All invoices are due when the invoice is issued/sent.