



## Terms of use Breng app

Version July 2024

### 1. General

These Terms of Use for the Breng app (hereinafter: "**Terms of Use**") apply to the use of the Breng app ("**App**"). The App is made available by Connexxion Nederland N.V., located at Stationsplein 13, 1211 EX in Hilversum and registered with the Chamber of Commerce under number 32083680 (hereinafter: "**Connexxion**"). By using the App you agree to these Terms of Use. You can download, save and/or print these Terms of Use.

### 2. General Conditions of Transport

Transport provided by Breng is subject to the [General Terms and Conditions of City and Regional Transport](#). This also applies to transport provided by other city and regional transport operators.

### 3. Privacy

By using the App, personal data are processed. The processing of personal data is subject to the [privacy statement](#) of Breng.

### 4. Use of the App

4.1. Connexxion makes its App available for the benefit of users. However, the effectiveness of the

App and the quality of the travel advice are also depends on the device ("**Device**") used by the user, such as a smartphone or tablet, the software and operating system used on the Device, the Internet connection and the presence of (sufficient) GPS satellites.

4.2. To use the App, you must have a Device with an (Internet) connection. You must pay the cost for this yourself.

4.3. The user is not allowed to modify, copy, damage, overload the App, obstruct or interfere with the use and functioning of the App.

4.4. The user is not permitted to modify the App, Commercial use of (travel) data derived from and/or displayed on the App, including, not limited to screen scraping, is not allowed, unless prior written permission from Connexxion.

4.5. Connexxion has the right at any time to modify the App, change and/or delete, restrict the use of the App or deny the user access to the App in whole or in part, temporarily or permanently.

4.6. Users cannot derive any rights from the rates and information. Rates and information may change daily and are subject to misspellings.

4.7. By downloading the App and using the App, the user declares and accepts the following:

- a) The use and installation of the App is entirely at the expense and risk of the user;
- b) The App is provided to the user "as is";
- c) Connexxion cannot guarantee that the App will meet user requirements;
- d) Connexxion cannot guarantee that the App will be free of errors, defects, bugs and will be available without interruption;
- e) Connexxion cannot guarantee that the information provided in the App is complete, accurate and/or up-to-date.

4.8. Connexxion is not liable for damage caused by delay, for whatever reason before, during or after transport, or caused by any deviation from the timetable. The limitations of liability of (amongst others article 7.11 of) the General Conditions of Urban and Regional Transport also apply.

## **5. Automatic Updates**

Connexxion may periodically release updates to the App. Updates include enhanced functionalities, patches, bug fixes and plugins. The user can specify through the settings on his/her Device whether updates are installed automatically. If automatic updates are not available, the user can choose to install updates manually. Ensure that updates to the App are installed so that the latest version of the App is used. To use the App, you must own a smartphone ("**Device**") equipped with at least Android version 6.0 or iOS 15.0, built-in GPS and a mobile data connection. The app is not compatible with other operating systems. The User accepts that as Connexxion introduces new versions of the App, higher requirements may be made to the operating system, requiring a higher version thereof in order to use the App to be able to use it.

## **6. Termination**

The user may terminate the use of the App itself, by uninstalling or uninstalling the App from his/her Device. Connexxion may at any time decide to stop offering or terminate the App itself or maintenance to it.

## **7. Intellectual property rights**

- 7.1. All intellectual property rights relating to the App, including but not limited to copyright in the App as well as all text, images and other content contained in the App are and shall remain the property of Connexxion or its licensors.
- 7.2. User is granted exclusively a personal, revocable, non-exclusive, non-licensable and non-transferable right to use the App and all content contained therein for their own use subject to these Terms of Use.
- 7.3. The user must refrain from any act that infringes the intellectual property rights of Connexxion and its licensors, or from acts that hinder, damage or jeopardize the aforementioned intellectual property rights. For example, it is not permitted to copy or duplicate (images of) the App and the content of the App, without the prior written consent of Connexxion.

## **8. Liability**

- 8.1. Connexxion shall not be liable for any damages of any kind arising out of or related to the installation (downloading) and/or use of the App and/or the inability to (de)install or use it.
- 8.2. In the event that it would be established in court that Connexxion cannot rely on the limitation of its direct liability, then the total direct liability of Connexxion's total direct liability, on any grounds whatsoever, to user as a result of or related to the installation and/or use of the App shall be limited to an amount of EUR 50 (in words: fifty Euro) per calendar year in respect of all events occurring in the relevant calendar year.
- 8.3. The limitation of Connexxion's liability does not apply in case the damage is the result of intent or deliberate recklessness of the executives of Connexxion.
- 8.4. The (transport) services offered by Connexxion are subject to the limitations of liability of the General Terms and Conditions of City and Regional Transport apply.

## **9. Modifications**

- 9.1. Connexxion reserves the right to make modifications to the App and to the Terms of Use of the App. Any modifications to these Terms of Use will be announced on Breng's website, in the App, via the app store or email. You are advised to check the app store regularly for this purpose.
- 9.2. Use of the App after the effective date of the modified terms of use shall be deemed acceptance of the modified terms of use.

## **10. Further**

- 10.1. If any provision of these Terms of Use is or becomes invalid or unenforceable, the Parties shall remain bound by the remaining provisions. In such event, the Parties shall replace the invalid or unenforceable provision with a provision that is valid and enforceable and, taking into account the nature and intent of these Terms of Use, has, to the extent possible, the same effect as the invalid or unenforceable provision.
- 10.2. The Dutch text of the Terms of Use is leading for its content. Translations of this Dutch text are for ease of reading only and shall not create legal consequences deviating from those resulting from the Dutch text.

## **11. Governing law**

- 11.1. These terms of use are governed by Dutch law, to the exclusion of the conflict rules of Dutch private law.
- 11.2. All disputes arising out of and/or related to the App will be settled by a court of competent jurisdiction in Utrecht, the Netherlands.

## **12. Contact**

For any questions, comments and/or complaints regarding the App, please contact Breng's customer service at <https://www.breng.nl/en/customer-service/contact>.