

January extended track closures - impacts all lines



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# Translink On Demand mobile app conditions of use

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The Translink On Demand mobile application ("the app") is created and developed by the State of Queensland acting through the Translink Division of the Department of Transport and Main Roads ("Translink") for the purpose of enabling the booking or pre-ordering of On Demand public transport passenger services to and from an address within an available area approved by Translink through the use of the app by a public transport customer ("you").

## 1. Compatible devices

- The app is designed for Android and iOS mobile devices. Support is provided for Android operating system version 5 and up, and Apple iOS version 12 and up
- Support is not provided for earlier operating systems or other mobile devices. Translink may, at its sole discretion, discontinue support for the app, or a particular version of it, at any time and without notice

## 2. Your use of the app

- Translink grants to you a non-exclusive, non-transferable license to download, install and use the app on your compatible mobile device or tablet in accordance with these conditions of use and subject to you complying with them. If you do not accept or agree to these conditions of use you should not proceed to download, install or use the app.
- You acknowledge and understand that Translink may from time-to-time update these conditions of use (without notification to you) and you agree that you are obliged to ensure that your use of the app complies with the conditions of use that are published and in force at the relevant time.
- You acknowledge and agree:
  - to only use the app to obtain information about public passenger services in Queensland, to accept any information or invitations we may send or make available to you including by push notifications and to provide feedback or an enquiry to Translink through the app ("the intended purpose");
  - not to attempt to reverse engineer, modify, copy, transfer, sell, disseminate, distribute, decompile, or disassemble any of the data, software, code, information or material made available or accessible; and
  - the app is provided free of charge and use of the app for commercial gain is strictly prohibited.

## 3. Data charges and access

- The app requires a functional internet data connection, both for the initial installation and for use.
- Depending on your specific circumstances, your telecommunications provider may charge you a fee for downloading, installing and/or using the app. You acknowledge and agree you are entirely responsible for any such costs.
- Translink disclaims any and all responsibility for or associated with your arrangements with your telecommunications provider including network access and data allowances.

#### 4. Intellectual property

- You do not own the app or any information that is provided to you through it.
- The license to download, install and use the app does not, and is not intended to, grant you any interest or right with respect to any intellectual property in the app, associated services or any other information or data.
- Translink reserves all its rights in the intellectual property residing in the app and the data and information generated or produced by the app, including without limitation, copyright, trademarks and designs.
- If you provide feedback or an enquiry to Translink through use of the app, you grant Translink a worldwide perpetual irrevocable license to use and disseminate your feedback or enquiry for the purposes of improving Translink's services and to respond to your enquiry if you request a response. You agree to provide the mandatory information as requested by Translink in its feedback and enquiry form and to not insert or send any malicious, harmful, derogatory, unlawful or defamatory content in connection with this form or the app.

#### 5. No warranty

- The app is provided 'as is' and Translink does not expressly or impliedly warrant that the app is fit for any particular purpose, including the intended purpose.
- Additionally, Translink does not warrant:
  - the accuracy, reliability, adequacy or completeness of the app or the data and information it contains or provides;
  - the app will be error free or available for use at any particular time without interruption;
  - the app will meet your requirements or apply to your circumstances; or
  - that any website including any third-party app store is free from any viruses or malicious software or code which may be transmitted to a mobile device in connection with the download and installation of the app.

#### 6. Limitation of liability and indemnity

- To the maximum extent permitted by law, Translink disclaims and excludes all liability for any claim, liability, loss (including loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss), damage or expense of any kind, however caused (including by negligence), arising out of or in connection with the app including its download, installation and use.
- You hereby release discharge, indemnify and hold harmless Translink and each of its officers and employees from and against any claim (including by you) which may be brought against or made upon or incurred by any of them in connection with:
  - your use of the app (whether or not that use is for the intended purpose);
  - your breach of these conditions of use;
  - a breach of any law associated with the use of the app; or
  - your infringement of the intellectual property rights or moral rights of any third party.

#### 7. Updates & availability

- From time-to-time, Translink may issue updates to the app and the continued functionality of the app may depend on you downloading the relevant update.

#### 8. Support & communications

- If you have any questions or comments concerning the app, please [contact us](#) and we will endeavour to respond to you as soon as possible.

#### 9. Severability

- If any part of these conditions of use are determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the conditions of use and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

#### 10. Governing law

- These conditions of use are governed by and construed in accordance with the laws of Queensland and the in the event a dispute arises from these conditions of use you submit to the non-exclusive jurisdiction of the courts of Queensland.

## 11. Privacy

- Translink abides by the *Information Privacy Act 2009* when managing personal information.
- In order to provide On Demand services through your use of the app, Translink collects personal information when you create or update your On Demand registration and when making a booking for a On Demand service. This includes:
  - name and address;
  - telephone/mobile number;
  - email address
  - concession details
  - personal mobility details
  - journey details including pickup location and drop-off destination;

Translink's Service Operators will have access to your personal information for the purpose of delivering the On Demand public transport services.

By using this app, you consent to your personal information being transferred and stored offshore by Translink's contractors and/or agents as deemed necessary for the provision of On Demand services. Your information will not be used for unrelated purposes without consent unless authorised or required to by law.

- To help improve the app and Translink services more generally, Translink may, from time-to-time, record information about your use of the app. This information may include:
  - the random, auto-generated user account number created when the app is first launched and associated with your device;
  - when and how the app is used;
  - the pages accessed and the types of functions used;
  - your location when using a map, stop alarm or 'stops near you' feature; and
  - your device type and information required in order to deliver push notifications to you, when enabled.
- Translink (and its contractors) may use the information recorded about your use of the app to contact you and invite you to participate in surveys and to otherwise improve the app and Translink services more generally.
- By downloading the Translink On Demand app and 'enabling' each push notification function in the app settings on your device, you consent to Translink delivering push notifications to your device to:
  - notify you of current or upcoming booked trips and service updates
- If you **do not** wish to receive these push notifications from Translink you may disable either or both types of push notification functions in the app permission settings on your device. However, this will degrade the level of service.
- If you provide feedback or an enquiry to Translink or its delivery partners regarding the app or the On Demand service, Translink will use your personal information in accordance with its privacy policy.
- Unless otherwise stated in these conditions of use, no attempt will be made to identify users or users' activities, unless Translink is required by law to do so.
- If you have any concerns about providing your personal information on the basis that details of your identity or movements are considered sensitive and highly confidential, it is recommended that you reconsider your proposed use of the app or that you seek advice from an appropriate source.

Last updated: 31 March 2021

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☐ Yes ☐ No

## Get in touch

We are available to answer your questions and help you with travelling on public transport across Queensland.

Call us on [13 12 30](#), 24 hours a day | [Feedback form](#) | [More options](#)

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