

TERMS AND CONDITIONS FOR THE USE OF SMART CARDS “MOTIONBUSCARD” IN PUBLIC  
TRANSPORT IN CYPRUS

Last Updated: May 2018

**1. PRELIMINARY:**

1.1 These Terms and Conditions apply to the MOTIONBUSCARD smart cards and their entire electronic management system, hereinafter "THE SYSTEM", which are used in Public Transport Service by Bus in Cyprus, hereinafter referred to as "PUBLIC TRANSPORT".

1.2 The System was created and is under the effective control and responsibility of the Ministry of Transport, Communications and Works of Cyprus, hereinafter referred to as "THE MINISTRY", and is managed by the respective bus companies with which the Ministry has a service concession contract with exclusive right exploitation.

1.3 The system with all individual electronic devices and software, the mobile application with the logo



the website [www.motionbuscard.org.cy](http://www.motionbuscard.org.cy), as well as “MOTIONBUSCARDS” smart cards are the property of the Ministry.

1.4 The companies with which the Ministry maintains a contract until 5 July 2020 are:

- Nicosia District Transport Organisation (OSEL) - <http://www.osel.com.cy/>
- Limassol District Transport Organisation (EMEL) - <http://en.limassolbuses.com/>
- Larnaca Bus Company (ZINONAS) - <http://www.zinonasbuses.com/>
- Famagusta District Transport Organization (OSEE) - <https://www.osea.com.cy/>
- Pafos District Transport Organization - <http://www.pafosbuses.com/>
- INTERCITY BUSES - <http://www.intercity-buses.com/>
- Nicosia Municipality Bus Company (Nicosia Mini Buses) - <https://nicosiaminibuses.eu/home/>

hereinafter referred to as "COMPANIES".

1.5 Any modification to the companies with which the Ministry maintains a contract, either within the current period - that is until 5 July 2020 or beyond - does not in any way affect the public transport service obligations towards the customer holding the MOTIONBUSCARD charged with valid tickets or cash.

1.6 In the event of a problem, a question or a complaint about the system, the customer should contact the respective company at the phone numbers and addresses given on its website and its service points and / or MOTIONBUSCARD points of sale.

1.7 The system allows access to and use of public transport throughout Cyprus.

1.8 One Way Tickets, Season Tickets (7, 30 and 365 days, etc.), are valid for the area / zone for which they are purchased and loaded onto the card.

1.9 The electronic wallet, charged up to 50 euro, is valid for all of Cyprus, as well as season tickets for all Cyprus purchased and loaded on the card.

## **2. TYPES OF MOTIONBUSCARD CARDS AND ACCESS TO THE SYSTEM**

2.1 There are three types of smart cards available and their use is in accordance with Appendix 1 of these terms - "The New Electronic Ticket in Cyprus - What We Need to Know".

2.2 The way of accessing the system and distributing MOTIONBUSCARD cards is described in Appendix 1.

## **3. USERS OF THE SYSTEM:**

3.1 Its use is permitted by all persons aged 6 years and over.

3.2 For users under the age of 12, the parent / guardian is legally responsible regardless of the type of card.

3.3 Users or parents / guardians in the case of persons under the age of 12, are bound by these terms, who are held liable for the wrong using of the system.

## **4. SERVICE AVAILABILITY:**

4.1. The system is available 24/7. Exceptions include instances of shutdowns due to upgrading or maintenance reasons, reasons for a Ministry decision to transfer a system to new buses or contractors, or force majeure.

4.2 The System is of high security and availability over 99%.

## **5. OBLIGATIONS OF THE PARTIES:**

### **5.1. OBLIGATIONS OF THE MINISTRY:**

5.1.1. The Ministry undertakes to provide the required service through the system in accordance with the terms and annexes provided for in this document.

5.2.2. The Ministry undertakes to make the best efforts to ensure the availability and quality of the service provided and the control of the companies, within the framework of the instructions issued related to the system and contract held with the companies.

5.3.3. The Ministry does not bear any responsibility:

- In the event of non-appropriate use of the system by the user, including the poor handling, storage

and wear & tear or destruction of the MOTIONBUSCARD smart card.

- If the user fails to observe his / her obligations listed here.
- If the system is used by an unauthorized person (eg in case of loss, theft or grabbing of the card).
- In the event of unavailability of the system for the reasons given in paragraph 4.
- For any damage that may be caused to the user during use or to any other person or property.

## **5.2. OBLIGATIONS OF THE COMPANIES:**

### **5.2.1. The companies have obligations under the concession contract to:**

- The provision of a specified service in return of the fee paid by the User and as determined by the pricing policy in force issued by decree by the Minister of Transport, Communications and Works,
- Servicing Users
- Information to Users
- Good and correct operation of the system
- Responding to complaints and suggestions by Users.

## **5.3. USER'S OBLIGATIONS:**

5.3.1. The user is responsible for the proper use of the smart card and the system on the basis of these terms and their annexes.

5.3.2. The user has full responsibility for the possession of the card, and the cost of its loss or damage or its destruction shall be borne by the user.

## **6. Terms & Conditions of Use of Personal Data:**

6.1. The following terms and conditions apply to customers acquiring a contactless registered or personalised Motionbuscard:

6.2 The User is asked to fill and sign a form which will provide the PT Operator with the following personal information:

- Name & Surname
- ID Number
- Address
- Contact Details: mobile telephone & email

For personalising the card:

- A personal picture of the User will be taken on site (Point of Sales), and printed on the card

6.3. In order to ensure only valid personal details are submitted, the registration process would require the

card holder to present his/her national ID card, and an ID or official letter confirming their user category (e.g. Student, Pensioner, Soldier etc).

- 6.4. Registration can occur either at the point of purchase or when migrating from an anonymous Motionbuscard.
- 6.5. The completed and signed form shall be held in the Ministry Headquarters, in the original paper form and scanned and saved in an electronic form – pdf - for security and easy access purposes within the system. Your information will be kept in a secure environment and access to it will be restricted except where disclosure is required by law, for example to government bodies and law enforcement agencies.
- 6.6. User's personal details shall be inserted and held on the electronic Public Transport System, in a separate central database (name, address, profile etc), from the information about the transactions made by the user using the smart card. There will not be an automatic and direct relationship / linkage between the two databases. Such linkage will only be possible with User's request to an authorised person at a Points of Sales, for the purposes of recovering and transferring available funds or tickets to a new smart card, because of loss or stolen or malfunction of the current card.
- 6.7. User's personal data shall not be made available to any third party or used for promotion of any services, other than for the purposes of PT Transport Service. We may also share your personal data with the following third parties for the purpose described in this Privacy Policy:
- Bus Companies under concession contract with the Ministry (see paragraph 1.4)
  - Government Authorities
  - Credit and debit card companies which facilitate your payments to us
- 6.8 Your personal data will be used for a number of purposes including the following:
- In the event of a loss or malfunction of the card, the money or ticket types can be returned to another smart card
  - To analyse trip patterns and improve our level of service and PT infrastructure (in such case personalised data, if any, is removed)
  - To provide our motion journey planner service which gives you a complete door-to-door guide with times and directions.
  - Receive personalised feedback and improve our services
- 6.9. Whenever you provide such information we will only use your information in line with all applicable data protection laws, including the General Data Protection Regulation (GDPR). The processing of personal data necessary for the registration process shall also adhere to the Cyprus data protection Law, transposing the provisions of DIRECTIVE 95/46/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 October 1995 for the protection of individuals with regard to the processing of personal data and for the free movement of such data.

6.10. The User has the right to request to permanently delete all their personal details from the system and cancel their registered and personalised cards. Under the General Data Protection Regulation, you have the right to:

- Access your personal data by making a subject access request
- Rectification, erasure or restriction of your information where this is justified
- Object to the processing of your personal data or information you have provided, where this is justified
- Data portability

To exercise your rights, please contact the MOTION Officer using the following contact details:

[motionbuscard@gmail.com](mailto:motionbuscard@gmail.com)

6.11. Nothing in these terms and conditions affects User's statutory rights.

#### Privacy and cookies:

6.12 Cookies are small text files which are stored on your computer when you visit certain webpages. The website [www.motionbuscard.org.cy](http://www.motionbuscard.org.cy) uses cookies to understand how our site is used which helps us to improve your overall online experience. To find out more about cookies, visit [www.aboutcookies.org](http://www.aboutcookies.org)

6.13. The [www.motionbuscard.org.cy](http://www.motionbuscard.org.cy) website uses the following categories of cookies:

- **Strictly necessary** - These cookies are essential for certain features of our websites to work for example when you top up your smart card. These cookies do not record identifiable personal information and we do not need your consent to place these cookies on your device. Without these cookies some services you have asked for cannot be provided.
- **Functionality** - These cookies are used to provide services or remember settings to enhance your visit for example text size, language or other preferences. The information these cookies collect is anonymous and does not enable us to track your browsing activity on other websites. By using our website, you agree that we can place these types of cookies on your device.

6.14. **Managing cookies** - If you'd prefer to restrict, block or delete cookies from our website, you can use your browser to do this. Each browser is different, so check the 'Help' menu of your particular browser to learn how to change your cookie preferences. If you choose to disable all cookies we cannot guarantee the performance of our websites and some features may not work as expected.

6.15. Up to date terms and conditions will always be available at [www.motionbuscard.org.cy](http://www.motionbuscard.org.cy)

## 7. SETTLEMENT OF COMPLAINTS - DISPUTES BETWEEN USER AND COMPANY

7.1. The user should always contact the respective bus company.

7.2. The intervention of the Ministry will be made if the user claims that the company has not considered its request under the instructions regarding the operation of the system or its obligations arising from its contract with the Ministry, or if a new instruction is needed.

7.3. The Ministry's decision regarding the User's request will be binding on himself and the company.

## 8. Accessibility:

8.1. Updated terms and conditions will always be available at [www.motionbuscard.org.cy](http://www.motionbuscard.org.cy)

8.2. These terms are also available in Greek and in larger font, printed on request.

## 9. PUBLICITY:

### PROJECT CO-FUNDED BY THE COHESION FUND

The project goal is to promote sustainable mobility using buses and removing problems in basic public transport infrastructure.



Project Budget: € 10m

Cohesion Fund contribution: 85%



**European Union**  
Cohesion Fund



Republic of Cyprus



**Structural Funds**  
of the European Union in Cyprus

## APPENDIX 1

Last Review: May 2018

### The New Electronic Ticket in Cyprus:

#### What we need to know:

The Ministry of Transport, Communications and Works in cooperation with the Bus Companies gradually introduces the Electronic Ticket in the whole of Cyprus.

The Pricing policy remains the same.

All paper tickets, and paper cards will be gradually replaced by:

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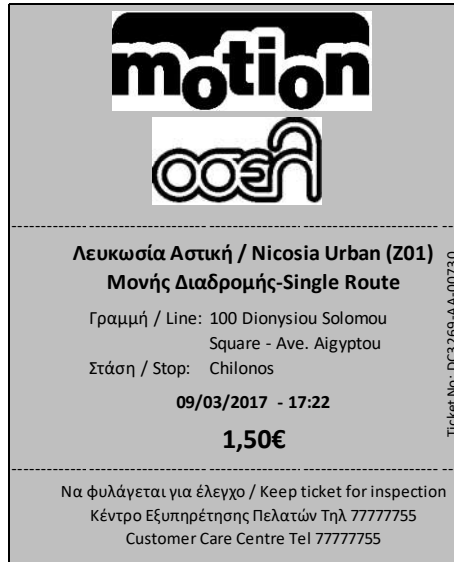
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**One Way Paper Ticket**

**Issued in Customer's Presence from the Driver Machine**



**AVAILABLE IN ALL BUSES**

- One Way Paper Ticket:** is issued on the bus, in customer's presence, with the respective amount payable to the driver. Transfers are not allowed.

**One Way Paper Tickets are valid for:**

- all days between: 04: 00-21: 00

Between: 21:01 - 03:49 an evening one way paper ticket is issued by the driver with an increased price.

For those entitled discounts, a corresponding reduced-price one way paper ticket is issued, with the presentation of the relevant ID as a proof of evidence.

During the transition period to the new system, until the end of September 2018, Daily Paper Tickets will be issued on the bus with the respective amount payable to the driver.



**Paper Smart Card – Carries Multiple Single Trips – Non Rechargeable**



**SHALL BE AVAILABLE TO PUBLIC FROM SEPTEMBER 2018**

- 2. Paper Smart Card – multiple trips – non rechargeable:** is issued on the bus loaded with a limited number of trips (4), with the respective amount payable to the driver. For cards loaded with larger number of trips (8, 10, 20, 40), visit the local Points of Sales.

It is available for people entitled to discounts, with the presentation of the relevant ID as a proof of evidence.

Maximum charge limits for Daily Title are automatically applied with the use of four one-way tickets.

Allows transfer within 90 minutes of the first cancellation without additional charge.

**Single, One-Way, Tickets are valid** all days and hours of service.

Is valid for all Districts in Cyprus (Nicosia, Limassol, Larnaca, Paphos and Famagusta area under the control of the Cyprus Republic), and is valid only for the service offered in the district that is purchased for.

No refund is given for non-use of Tickets.

**Non Personalized Plastic Smart Card - Rechargeable**



**AVAILABLE FROM MAY 2018**

**3. Non Personalized Plastic Smart Card - rechargeable:** is issued at local points of sale for a fee of €2.00. It is not available for people entitled to discounts.

**Can be charged with:**

- a) **Period Tickets** for 7-days or 30-days, valid from the date of the first cancellation, which must be within 6 months of the date of purchase.

**Period Tickets are valid** all days and all hours of service.

Each card can carry at the same time up to three period tickets from any of the public transport operators in Cyprus covering the districts of Nicosia, Limassol, Larnaca, Paphos, Famagusta free area and Intercity travel.

- b) **E-Wallet - AVAILABLE FROM SEPTEMBER 2018** - maximum money held €50. Each cancellation removes a corresponding one-way amount. Allows up to 2 transfers within 90 minutes of the first cancellation without additional charge. **Maximum charge limits** for Daily, Weekly, and Monthly **are not applicable** with regular usage in non personalised plastic cards.

No money or tickets are refunded in case of loss, bad card or non-use. Such service is only available for the Registered Cards.

To convert the card to "REGISTERED", visit the local Points of Sales. It is necessary that you present a proof of ID (National ID or Passport).

For "REGISTERED" cards, in the event of loss or malfunction of the card, the money or ticket types are returned to another smart card for an administration and card cost fee of € 5.00.

**You may hold more than one non-Personalized Plastic Smart Card.**

**Personalized Plastic Smart Card – Rechargeable**



**AVAILABLE FROM MAY 2018**

- 4. Personalized Plastic Smart Card - rechargeable:** is issued free of charge at local points of sale and it is also available for people entitled to discounts. It is necessary that you present a proof of ID (National ID or Passport), and where applicable proof of entitlement for discounts (ID for Pupil, University Student, Receiving Government Income Support, Pensioner etc). Your picture is taken and printed on the card.

**Can be charged with:**

- a) Period Tickets for 7-days or 30-days and 365-days, valid from the date of the first cancellation, which must be within 6 months of the date of purchase.

**Period Tickets are valid** all days and all hours of service.

Each card can carry at the same time up to three period tickets from any of the public transport operators in Cyprus covering the districts of Nicosia, Limassol, Larnaca, Paphos, Famagusta free area and Intercity travel.

- b) **E-Wallet - AVAILABLE FROM SEPTEMBER 2018** - maximum money held €50. Each cancellation removes a corresponding one-way amount. Allows up to 2 transfers within 90 minutes of the first cancellation without additional charge. **Maximum charge limits** for Daily, Weekly, and Monthly **are automatically applied** with regular usage.

In the event of a loss or malfunction of the card, the money or ticket types are returned to another smart card at a charge of € 5.00 to cover the administration costs.

**No refund is given for non-use of Tickets.**

**You may hold only one Personalized Plastic Smart Card.**