

TERMS AND CONDITIONS OF USE RELATING TO DOUBLE DECKER BUS TOURS

PLEASE READ THIS STATEMENT CAREFULLY. THESE TERMS AND CONDITIONS, TOGETHER WITH THE PRIVACY POLICY AND COOKIE POLICY (AND ANY OTHER AGREEMENTS THAT GOVERN YOUR RELATIONSHIP WITH DOUBLE DECKER BUS TOURS LIMITED (A LIMITED LIABILITY COMPANY REGISTERED IN TENNESSEE UNDER EIN NUMBER 84-3648823 WHOSE REGISTERED OFFICE IS AT 349 E. HOLLY RIDGE RD. (“DDBT”)) APPLY TO YOUR USE OF ANY SERVICES (THE “SERVICES”), SITES AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE SITE [HTTP://WWW.DOUBLEDECKERBUSTOURS.COM/](http://www.doubledeckerbus tours.com/) AND THE DDBT APP (THE “APP”) (TOGETHER, THE “PLATFORMS”) OWNED AND OPERATED BY DDBT OR DDBT GROUP COMPANIES. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE TERMS OF THE ADDITIONAL AGREEMENTS THEN YOU SHOULD NOT ACCESS OR USE ANY OF THE SERVICES OR PLATFORMS. ACCESS OR USE OF ANY OF THE SERVICES OR PLATFORMS BY YOU SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THE TERMS OF THE ADDITIONAL AGREEMENTS. DDBT MAY SUSPEND OR CANCEL YOUR USE OF THE SERVICES OR PLATFORMS IMMEDIATELY IF YOU DO NOT COMPLY WITH THESE TERMS AND CONDITIONS OR THE TERMS OF THE ADDITIONAL AGREEMENTS.

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1. TERMS OF SALE

The Services provided by DDBT include the provision of sightseeing tours by passenger-carrying vehicles and/or guided tours on foot.

1.1 E-TICKETS

If you purchase tickets on the Platforms, you will have your tickets delivered to you by way of E-ticket or SMS if you have selected to receive your ticket via SMS, which will contain a QR code for scanning. You will need to print the E-ticket and bring the printed copy with you to present to a member of DDBT staff at your preferred boarding point. Please note that DDBT does not offer physical tickets via the Platforms.

1.2 E-TICKET REDEMPTION

If you have an E-ticket, you must bring the printed E-ticket, or show the SMS link with E-ticket visible from your phone, along with the credit card used to make the purchase as proof of ID. You should present your E-ticket to a DDBT uniformed member of staff, at the preferred boarding point. The member of staff will exchange the E-ticket for a valid ticket to travel.

DDBT reserves the right to refuse any E-tickets presented without the credit card used to make the purchase.

1.3 TICKETS TO TRAVEL

You should keep your ticket safe as replacements will not be issued. You must show or purchase your ticket as you board. The ticket remains the property of DDBT and must be produced for inspection and, if requested to do so, be surrendered upon demand to an authorized DDBT official. You will not be permitted to use any DDBT Service without a valid ticket for the entire journey that you wish to make.

1.4 TICKET VALIDITY

The ticket purchased entitles you to use DDBT Services during operational hours for the period of time stated on your ticket commencing at the time you first board the Service. When the ticket expires, you must either leave the Service at the next available opportunity or purchase another ticket. Extensions will not be given. Tickets do not guarantee travel on a specific Service or at a specific time. Tickets can be used on any date within 6 months of the date of purchase.

1.5 LOST TICKETS

You must keep your ticket safe. If you are found traveling without a valid ticket, you will be charged the full ticket price for a replacement ticket.

1.6 CHILDREN

Child tickets are available for children aged from 5-15 years. Children must be accompanied by an adult at all times. Children under 5 may travel for free if accompanied by a dedicated adult (1 adult: 1 child) as long as the child does not occupy a seat to the exclusion of a fare-paying passenger.

1.7 DEPARTURE POINTS AND TIMES

It is DDBT intent to provide departure points and times for the service which are as accurate as possible. However, DDBT reserves the right to vary such departure points and times without notice, as circumstances require.

1.8 TOUR ROUTE

DDBT reserves the right to deviate from the route of a service in the event of heavy traffic, marches, parades or where reasonably prudent to do so in the light of circumstances beyond DDBT control.

1.9 BUSES AND BUS SAFETY

While DDBT strives to operate its famous open-top double-decker buses, it reserves the right to operate closed-top double-decker buses from time to time, especially in bad weather.

During busy times, seating cannot be guaranteed on either deck.

DDBT reserves the right to refuse access to travel on a particular departure should circumstances be deemed to compromise tour safety.

For safety reasons, all customers on the upper deck of a bus are required to remain seated while the bus is in motion.

1.10 RIVERBOATS

Sightseeing tours by riverboat, where relevant, are provided by a contracted third party. These terms and conditions shall apply while you are traveling on a riverboat tour, where it is included by the ticket issued by DDBT.

1.11 PRICING AND PROMOTIONAL OFFERS

Prices relating to the Services can be found on the relevant pricing page of the Platforms. All prices are

inclusive of applicable local taxes. DDBT reserves the right to alter the prices of any Services immediately and without notice.

DDBT may from time to time offer discounts or promotional offers, with or without a discount or promotional code. Discounts with codes are usually only valid for one transaction and, once the code is used, it will be deactivated and will no longer be valid. DDBT does not bear any responsibility or liability for discounts or promotional offers published on external websites and reserves the right to withdraw any discounts and promotional offers at any time without notice.

1.12 REFUNDS

In the event that DDBT is unable to provide a Service throughout the period of the validity of your ticket through circumstances within its control, you shall be entitled to a full or partial refund of the price of your ticket. Any application for a refund must be made in writing to info@doubledeckerbustours.com. Please scan and attach your ticket to your email. However, DDBT shall not be in breach of these terms and conditions, nor shall it be liable, for delay in performing, or failure to perform, any of the Services if such delay or failure results from events, circumstances or causes beyond its reasonable control.

1.13 ACCIDENT OR LOSS

Please take care of all personal property. DDBT will not be liable for any loss, damage, delay, inconvenience, direct or consequential loss, however caused, unless due to negligence by DDBT, in which case its liability is limited (except for death or personal injury) for damages to a maximum of the refund of the ticket price.

1.14 ALCOHOL

The consumption of alcohol is prohibited on the Services at all times, with the exception of alcohol specific tours including, but not limited to Moonshine and Wine, Harrah's Casino, any Party Bus used tour.

1.15 TICKET AGENTS

Where a ticket is purchased from one of DDBT ticket agents, any query regarding the ticket purchase or refund request must be referred to the ticket agent who sold the ticket.

1.16 IMAGES

You hereby acknowledge that DDBT may take photographs on-board any of the Services and you consent, for the purposes of the Data Protection Act 1998 and any other relevant legislation, law or regulation, to any such photographs which include images of you being used in DDBT marketing and promotional materials, including on the Platforms. DDBT will strive not to use photographs in which a single individual is present and prominently featured without obtaining that individual's consent. Any images contained on the Platforms are for illustrative purposes only.

1.17 CUSTOMER CONDUCT

DDBT may at its discretion require any person to disembark from a Service if it deems his/her conduct offensive or a nuisance to other passengers, or if behaving in such a way as to constitute a risk to his/her safety or to the safety of other passengers, and DDBT shall have no further liability in this regard. Under the above circumstances, NO REFUNDS will be given to the offending party or anyone in their group.

1.18 FEEDBACK

If you have any feedback on the Services or the Platforms, please email: info@doubledeckerbustours.com.

2. TERMS OF USE

2.1 CHANGES TO THE PLATFORMS

DDBT reserves the right, at its discretion, to change, modify, add to, or remove portions of these terms and conditions at any time and to restrict access to any areas of the Platforms at any time, without notice or liability. DDBT suggests that you check these terms and conditions periodically for changes. If you use the Platforms after changes are posted to this section, you accept the changed terms and conditions.

2.2 LIABILITY

By using any of the Platforms, you acknowledge and agree that the use of the Platforms is at your own risk and to the extent permissible by applicable law, in no circumstances, including (but not limited to) negligence, shall DDBT be liable for any direct, indirect, incidental, special, consequential, or punitive damages, losses, costs or expenses nor for any loss of profit that results from the use of, or inability to use, any of the Platforms or any material linked to any of the Platforms (including but not limited to any viruses or any other errors or defects or failures in computer transmissions or network communications) even if DDBT has been advised of the possibility of such damage. In addition, no liability can be accepted by DDBT in respect of any changes made to the content of any of the Platforms by unauthorized third parties. All express or implied warranties or representations are excluded to the fullest extent permissible by law.

Any software which is downloadable from any of the Platforms is downloaded at your own risk.

Nothing in these terms and conditions affects your statutory rights. Nothing in these terms and conditions excludes DDBT liability for:

- death or personal injury arising from DDBT negligence;
- fraud or fraudulent misrepresentation; or
- any other loss or damage which cannot be excluded or limited under applicable law.

2.3 PLATFORM AVAILABILITY

To the extent permitted by applicable law, DDBT does not warrant that any of the Platforms will be available at any time or that your access to any of the Platforms will be uninterrupted, timely, error free or free from viruses or other harmful components. If any of the Platforms are unavailable, please report this by e-mailing info@doubledeckerbustours.com and DDBT will attempt to correct the fault as soon as DDBT reasonably can. You are responsible for obtaining and maintaining all equipment, services, and other materials that you need to access this website and for ensuring that you have adequate anti-virus protection installed on the equipment used to access this website.

2.4 INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual property in the Platforms and all rights in any information which appears in any of the Platforms (including the screen displays, the content, the text, graphics and look and feel of any of the Platforms) belongs to DDBT or its licensees. All trademarks, service marks, company names or logos are the property of their respective holders. Any use by you of these marks, names and logos may constitute an infringement of the holders' rights. DDBT does not warrant that the Platforms do not infringe any intellectual property rights of third parties.

Your use of any intellectual property displayed on or relating to the Platforms, except as provided in these terms and conditions, is strictly prohibited. DDBT will aggressively enforce its intellectual property rights to the fullest extent of the law. Nothing relating to the Platforms should be construed as granting any license or right in or to any trademarks, service marks or trade dress of DDBT or any other intellectual property owned by any member of DDBT group.

You may print off one copy, and may download extracts, of any page(s) from the Platforms for your personal use and you may draw the attention of others to content posted on the Platforms.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

DDBT status (and that of any identified contributors) as the authors of content on the Platforms must always be acknowledged.

You must not use any part of the content on the Platforms for commercial purposes without obtaining a license to do so from DDBT or its licensees.

If you print off, copy or download any part of the Platforms in breach of these terms of use, your right to use them will cease immediately and you must, at DDBT option, return or destroy any copies of the materials you have made.

2.5 THIRD PARTY SITES

DDBT is not responsible for the content of any other sites that are linked to or from any of the Platforms and DDBT excludes all warranties and all liability for any loss or damage you incur as a result of your use of such sites.

2.6 LINKING CONDITIONS FOR SITES

You may not link to any applicable Platform unless you have obtained the prior written consent of DDBT. If you have obtained consent, you must comply with the following conditions:

- you must only link to the homepage of this website (<http://www.doubledeckerbustours.com/>). Linking to other content within the relevant Platform is prohibited without DDBT expressed written permission;
- the text of the link must read either "Double Decker Bus Tours" or "www.DoubleDeckerBusTours.com". You may not use any DDBT logo or graphic as part of the link without DDBT prior written consent;
- the link and surrounding content on the linking site must not: (a) falsely represent or misrepresent any relationship between the linking site and DDBT; (b) portray DDBT, or its products or services, in a false, misleading, derogatory or otherwise offensive manner, or in a way which damages or is likely to damage the reputation of DDBT; or (c) alter the layout, content, look or feel of the relevant Platform; and
- you must not establish a link to a Platform where such link is not owned by you.

DDBT assumes no responsibility for the content of websites linked on the Platforms. Such links should not be interpreted as an endorsement by DDBT of those linked websites. DDBT will not be liable for any loss or damage that may arise from your use of them.

2.7 ACCEPTABLE USE

You must not use any of the Platforms for any unlawful, improper or illegal purpose or activity. Furthermore, you must not use any of the Platforms in a way which causes or may cause:

- damage to the reputation of DDBT;
- any of the Platforms, or the services offered through any of the Platforms, to be interrupted, damaged or impaired;
- a virus or malicious code to be introduced into any part of any Platform;
- offense or detriment to any other person who uses any of the Platforms;
- DDBT, you or any other user of any of the Platforms to be in breach of any applicable law or regulation; or
- detriment to any person who supplies services to DDBT in connection with any of the Platforms.

You are prohibited from:

- modifying, translating, decomposing, decompiling, reverse engineering, disassembling or otherwise attempting to gain access to the source code of all or any part of any Platform;
- creating derivative works from any part of any Platform; or
- copying any part of any Platform (including any related documentation) or making commercial use of, leasing, charging, selling, publishing, sub-licensing, distributing, assigning or otherwise transferring any part of any Platform.

2.8 UPLOADING CONTENT

Whenever you make use of a feature that allows you to upload content to the Platforms, or to make contact with other users of the Platforms, you must comply with the content standards set out above in the “Acceptable Use” section.

You warrant that any such contribution does comply with those standards, and you will be liable to DDBT for any breach of that warranty. This means you will be responsible for any loss or damage DDBT suffers as a result of your breach of warranty.

Any content you upload to the Platforms will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant DDBT a limited license to use, store and copy that content and to distribute and make it available to third parties. As such, you grant to DDBT a perpetual, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of and display your content in connection with the Services across different media, including the Platforms.

DDBT also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this website constitutes a violation of their intellectual property rights, or of their right to privacy.

DDBT will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Platforms.

DDBT has the right to remove any posting you make on the Platforms if, in its opinion, your post does not comply with the content standards set out above in the “Acceptable Use” section.

The views expressed by other users on the Platforms do not represent DDBT views or values.

You are solely responsible for securing and backing up your content.

2.9 SEVERABILITY

If any part of these terms and conditions is, at any time, found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these terms and conditions. These terms and conditions shall be deemed

amended by modifying or severing such part as necessary to render them valid, legal and enforceable while preserving their intent, or if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties' intent. Any such invalid or unenforceable part or parts shall be severable from these terms and conditions, or the validity of the part(s) in question in any other jurisdiction shall not be affected thereby.

2.10 PRIORITY OF LAWS

In the event that any part of these terms and conditions at any time conflicts with the laws of a jurisdiction in which you use the Services or the Platforms, the laws of that jurisdiction shall prevail but only to the extent of such conflict.

2.11 ASSIGNMENT

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

2.12 GOVERNING LAW

These terms and conditions are governed by the laws of Tennessee and you agree that the Tennessee courts shall have exclusive jurisdiction in any dispute.

3. TERMS RELATING TO THE APP

The following additional terms apply to your use of the App. The App is a free to download resource for customers of DDBT. It has been developed to help you get the most from your hop-on, hop-off sightseeing experience.

3.1 INFORMATION ACCURACY

DDBT strives to ensure that the information contained within the App is accurate at the time of download, but accuracy cannot be guaranteed. If using an interactive map that was downloaded on a previous day, please click on the 'Update' tab to ensure you have the latest version available. You are solely responsible for installing updates to the App when such updates are made available to you by DDBT. You acknowledge that your use of the App may be adversely affected if you fail to update the App when prompted and DDBT accepts no liability whatsoever in the event you fail to do so.

3.2 TIMINGS AND PRICES

Times and prices listed within the App are provided as a guide only. DDBT cannot be held responsible for changes to the opening times or prices of third party visitor attractions. DDBT reserves the right to vary tour times without notice, as circumstances require.

3.3 ROUTE CHANGES

DDBT reserves the right to deviate from the routes and stops indicated within the App when it is reasonably prudent to do so.

3.4 TICKETS

To access the DDBT buses or vehicle fleet, you must be in possession of a valid ticket. Possession of the App does not constitute a ticket or provide access to the tour.

3.5 SAFETY

For safety reasons, customers are required to remain seated on the upper deck while the bus is in motion. Whether on or off a bus or riverboat, please only consult the App only when it is safe to do so.

3.6 REFUNDS AND LIABILITIES

The App has been developed as a customer aid and is provided in good faith. The details included within the App cannot be guaranteed. DDBT will not be held liable for any problem that arises because of inaccurate information contained within the App. If in any doubt about the information contained within the App, please consult a member of DDBT staff for clarification.

3.7 DATA DOWNLOADS

Each interactive map requires a data download of approximately 10mb (but each download may be a greater or lesser amount of data). To minimize data costs, it is recommended to download the interactive maps when a wireless connection is accessible. Once the interactive map is downloaded, no further data exchange is required unless you choose to access the Google/Apple map function. You are responsible for the payment of any charges incurred as a result of your use of any App, including charges imposed by your mobile service provider (including any data charges).

3.8 FEEDBACK

If you have any feedback on the App, please email: info@doubledeckerbustours.com

4. UNITED STATES - SPECIFIC TERMS

If you purchased tickets on the Platforms to use the Services in the territory of the United States of America the following provisions shall apply:

4.1 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORMS ARE PROVIDED BY DDBT ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. DDBT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORMS, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DDBT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DDBT DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORMS, DDBT SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM BIG BUS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DDBT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

4.2 DISPUTES

Section 2.12 above shall not apply. Any dispute or claim relating in any way to your use of any Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms and Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

4.3 APPLICABLE LAW

Section 2.12 above shall not apply. By using any DDBT Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Tennessee, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and any dispute of any sort that might arise between you and DDBT.

Thank you for using our Services and Platforms.

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