

## General Terms and Conditions (GTC)

for using the FAIRTIQ app and buying electronic tickets. The following GTC apply to all electronic tickets ordered via the FAIRTIQ App («application»).

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## I. PROVISIONS TO BE APPLIED

The application enables the purchase of electronic tickets of participating fare associations, transport companies, participating networks („partner associations“), and cross-community journeys according to chapter III. ELECTRONIC TICKETS A. Range of electronic tickets. The present GTC cover the terms regulating the relationship between users of the application or the owners of electronic tickets (“customers”) respectively and Fairtiq AG (“FAIRTIQ”) or the partner. The application supports customers and any fellow passengers in buying electronic tickets, but FAIRTIQ is not acting as a seller. The contract of carriage is concluded between the partner transportation company or tariff community (“partner”) of FAIRTIQ (see [https://fairtiq.com/docs/fairtiq-gtc\\_customer-contract-partners.pdf](https://fairtiq.com/docs/fairtiq-gtc_customer-contract-partners.pdf)) and the customer. For the transportation of passengers, dogs or bicycles with electronic tickets bought over the application the fare conditions, conditions of transportation and GTC of the respective connections / our partners apply. These fare conditions can be at the respective transport companies and in individual cases under the following link (only available in the respective national language of the transport company):

[https://fairtiq.com/docs/fairtiq-gtc\\_partner-conditions.pdf](https://fairtiq.com/docs/fairtiq-gtc_partner-conditions.pdf)

## II. FAIRTIQ APPLICATION

### A. Functions and downloading the application

The application allows customers to buy electronic tickets by using a check-in process before entering and a check-out process after leaving the transportation means respectively the area where a ticket is required. The customer’s route will be tracked and the app calculates the corresponding fare after checking out. The application can be downloaded free of charge from the download platforms Google Play and Apple App Store. The use of the application is governed by these terms and conditions. The terms of use of the related App Store remain reserved.

### B. Using the application

For the proper use of the application customers have to download the application, install it on their mobile phone and register by entering the following details before purchasing electronic tickets for the first time: valid mobile phone number; valid payment method (see chapter III E. Payment method); eventual specification about the selected tariff (e.g., 1<sup>st</sup> or 2<sup>nd</sup> class, eventual other discounts); personal data: first and last name, date of birth (also applies to any fellow passengers); e-mail address for mailing the receipt (mandatory depending on the area of use); specification whether the customers have a personal zone subscription or discount entitlements (see chapter III L.).

The customer information shall be stored by FAIRTIQ. The obtained information may be made available to third parties if this proves necessary for using or developing the application. These third parties are primarily contractual partners of FAIRTIQ, responsible for developing, operating and updating the application, the payment service providers and the partners. FAIRTIQ complies with the applicable data protection legislation (see section IV). Details are available in the data protection declaration.

For security reasons, the payment data shall only be registered with the payment service provider and not on the customer’s mobile phone. Also, the registration of the payment method is processed directly from a FAIRTIQ partner without FAIRTIQ’s engagement. If the means of payment is blocked, it will no longer be possible to buy electronic tickets via the application with the respective means of payment.

There is no claim for the use of the application or specific functionalities of the application.

### C. Licence

In relation to the customers, all rights in the application remain with FAIRTIQ.

When customers are registering, FAIRTIQ grants them a licence to use the application and the features it offers as intended. Making copies or sending sub-licences or other application rights to third parties is prohibited. Neither the content of the application nor its base material making up part or elements of the content shall be modified, altered, adapted, disassembled or adjusted.

### D. Termination

FAIRTIQ is authorised to terminate the licence agreement concluded with the customers and withdraw its application from the market at any time. FAIRTIQ particularly reserves the right to block certain customers from using FAIRTIQ.

### E. Liability

FAIRTIQ and the partner associations are entitled to make changes to the information contained in the application at any time.



The use of the application shall be entirely at the customer's risk. In particular, customers must take personal responsibility for protecting their mobile phones against any illegal access.

Any liability of FAIRTIQ or partners regarding the content, functionality and use of the application, including liability for malware, is excluded within the limits provided for by law.

FAIRTIQ and the partner associations respectively the partners waive all liabilities for any loss or damage that occurred in case the application does not work properly or the purchase of electronic tickets is impossible due to technical issues. The lack of the application's operability is in any case not legitimating the customers to travel without a valid ticket.

### **III. ELECTRONIC TICKETS**

#### **A. Range of electronic tickets**

##### **1. Available tickets**

Partner association tickets and - depending on the usage area - tickets for cross-community journeys according to the designated area of use (see [www.fairtiq.com](http://www.fairtiq.com)) in form of electronic tickets can be purchased with the application. Tickets for journeys outside this area of use cannot be purchased with the application; before starting such a journey valid tickets have to be bought by other means. Details about the available tickets are available on <https://fairtiq.com/>.

All electronic tickets shall be valid from their time of check-in. It is currently impossible to buy tickets valid for a later date.

##### **2. Electronic tickets for other passengers, dogs and bicycles**

FAIRTIQ reserves the right to allow passengers to purchase electronic tickets for dogs or bicycles or more than one passenger („fellow passengers”) per journey and mobile device using the Application. There is no entitlement to this feature or to FAIRTIQ charging for the cheapest ticket combination when purchasing multiple tickets.

The customer shall be responsible for ensuring that their fellow passengers comply with the fare regulations and these GTC. Before purchasing electronic tickets for fellow passengers, the customer shall ensure that the fellow passengers have been correctly registered in the app, that they have been informed about the processing of their personal data and the corresponding [Data Protection Notice](#) within the scope of using the application, and that the purchase of corresponding tickets is permitted in accordance with the fare regulations.

As a rule, the same journey is charged for the customer and fellow passengers. Check-in and check-out apply simultaneously to the customer and all fellow passengers. Any premature or posterior interruption of the journey by fellow passengers, but not the customer, cannot be taken into account when calculating the journey and the price.

#### **B. No transferability of electronic tickets**

The electronic tickets are personal, non-transferable and cannot be forwarded to another mobile phone. Customers are not permitted to make their mobile phones available to third persons for transport with electronic tickets except to fellow passengers.

#### **C. Prerequisites for buying electronic tickets**

To purchase electronic tickets customers must meet the following conditions:

- (1) They must have a valid payment method available (see III E. Payment method).
- (2) They must have downloaded and installed the application on a mobile phone and completed the registration.
- (3) The mobile phone used by customers must have the “non-rooted” operating system Android (Google) or iOS (Apple) without “Jailbreak” and an activated, operational SIM card ensuring that mobile data can be received when accessing a mobile cellular telephone network. The minimum version of the operating system required to run the application is displayed in the FAIRTIQ account in the [Apple App Store](#) (for iPhones), the [Google Play Store](#) (for Android mobile phones) or in the FAIRTIQ Help Centre ([support.fairtiq.com](http://support.fairtiq.com)). Furthermore, the location services (high accuracy) have to be at least activated on the mobile phone from check-in until the completion of the check-out process. FAIRTIQ or the partners waive all liabilities for any costs of mobile connections resulting from the use of the application.
- (4) They must have activated the application's access to the motion sensors built into the mobile phone and must have enabled the application to send messages through the application (push notifications).



(5) If customers wish to receive a receipt for the travel after using the app, a valid e-mail address must be supplied. Depending on the area of use, the indication of an email address is mandatory.

(6) FAIRTIQ shall have the possibility to charge past journeys not yet paid from the payment method stated by the customer. If FAIRTIQ cannot charge past journeys the use of FAIRTIQ will be blocked for this customer. The blocking shall only be lifted after paying the amounts due with the respective valid payment method. In the event of a blocking, the customer's obligation to pay the costs for past journeys that have not yet been paid remains.

(7) FAIRTIQ reserves the right to block customers particularly based on the suspicion of abuse. Customers may be blocked without prior notice.

(8) A fellow passenger, when using the multiple ticket purchase function, shall ensure that the holder of the mobile phone on which the electronic tickets are available meets all the requirements for the purchase of electronic tickets.

(8) If these GTC are not fulfilled by the customer, he loses the right to use the application.

(9) If customers do not comply with these GTC, they don't have the right to use the application. The same applies to any fellow passengers.

#### **D. Technical prerequisite guarantee**

Customers shall be solely liable for the capacity of their smartphone, guaranteeing the technical settings and the proper function of the device (including network access and power supply).

Customers shall be responsible for having an operational data connection and activated location services during the check-in and check-out processes as well as for the duration of the journey and need to guarantee sufficient power supply for the whole duration of the journey. Activation of the power saving mode is not allowed, as this can negatively influence the precision of the localisation. Check-in and check-out processes can only be conducted when having a data connection. In case the check-in process is not working due to missing connectivity or other technical issues customers shall purchase tickets by other means. If the check-out isn't working due to a missing data connection, customers stay checked in for 15 minutes after the last connection and are then automatically checked out. If customers are continuing the trip, they need to check-in again.

#### **E. Payment method and settlement of the services**

Customers shall ensure that the used payment methods have a large enough limit to pay for their purchases and prevent the payment method from being blocked. The activation of the power saving mode is not permitted. Depending on the usage area, different means of payment are valid. If customers have deposited several means of payment, FAIRTIQ shall have the right to settle the purchases with a secondary means of payment, provided that the purchases cannot be charged to the primary means of payment.

FAIRTIQ has the right to exclude customers from using individual means of payment. Details can be found at <https://support.fairtiq.com/hc> > *Means of payment is not accepted*

Customers shall owe FAIRTIQ the travel fees incurred for fellow passengers.

Charging of service as well as refunds in the event of incorrect travel and price calculations to the customer's means of payment occur at irregular times, whereby as a rule several services and refunds are charged or refunded in bundles. This can happen with a time delay of up to 30 days after consumption of the service or notification and recognition of incorrectly charged journeys.

#### **F. Validity of electronic tickets**

##### **1. Fare**

Except as otherwise provided in these GTC, the provisions of the partners, respectively of the Direct Traffic shall apply to tickets purchased with the application.

##### **2. Specific conditions for electronic tickets**

Electronic tickets contain information about the fare association, the departure station, the validity of the tickets (date and time), the time and date of the purchase, the period of validity, its price and the fare type.

It is not possible to buy electronic tickets valid for a later time or date. The period of validity shall begin upon the electronic tickets being checked in and ends when being checked out. It is not possible to extend the period of validity of the tickets. Anyhow, in case customers are travelling several times in one day the best price is stated for all journeys with one partner association. This does not apply to the purchase of several tickets at the same time (see **K. Best Price**).



The price for tickets bought within the application is based on the check-in and check-out data, the location data obtained and the respective fare conditions.

For checking the fare before or during a journey the assistance media (e.g., ticket vending machines, websites of transport operators or partner associations) are available. When the actual trip differs from the inquiry, price differences to the initial fare may occur.

### 3. Check-in and check-out

The application is working on the principle of checking in and checking out. The capture of travel data begins when the application is opened. By activating the corresponding switch in the application (check-in process) the location is flagged, the tickets are valid and a contract is concluded. The contract is impliedly accepted by FAIRTIQ by providing the ticket in the form of a barcode in the application. After deactivating the switch in the application (check-out process) the application calculates the travel route and the related fare and charges the amount from the payment method. For location services, the application uses built-in sensors in mobile phones and the installed software. To ensure the proper functioning, customers are obliged to activate/accept the location services with the highest accuracy (location services (GPS) and Wi-Fi activated) when the application asks for this permission after it has been started. This function must stay activated until the check-out process is completed.

The period of validity shall begin upon the completed check-in process and ends with the initiation of the check-out process. The end of the travel has to be confirmed by checking out. If there is an interruption of the mobile connection during the travel (after the check-in process) due to technical issues or the application is not working anymore (e.g., no battery power, system crash) an automatic check-out process is conducted after 15 minutes and the tickets lose their validity. If the operability can be re-established within 15 minutes or the application is working again respectively (e.g., by restarting the system) the tickets stay valid until customers are initiating the check-out process. Deactivation of the location services and activation of the flight mode are not permitted and will result in an immediate automatic check-out process.

The tracking of activity and location data ends 5 minutes after completing the check-out. The delayed deactivation of tracking aids the continual improvement of check-out warnings and thus it optimises the services FAIRTIQ offers its customers. The location data obtained by FAIRTIQ after the check-out will be analysed in an anonymous form only. The location services activated during starting the app have to be continuously active during check-in and check-out.

Customers shall start the check-in process at the station within the application on their mobile phone before boarding the means of transportation or before entering the ticket requiring area at the station. The check-in process has to be completed before boarding. Customers shall ensure that the chosen class and optionally the half-fare subscription correspond with the configured settings and any entitlement to a discounted journey. Check-in processes for buying tickets that have been started after boarding the means of transportation or having entered the ticket requiring area are invalid. The electronic tickets are in this case also invalid and customers are deemed to be a traveller without a valid ticket.

When purchasing electronic tickets, additional time must be allowed for the purchasing procedure in case of poor network performance (e.g., EDGE, E, GPRS) or difficult localisation.

A successfully completed check-in process and thus the validity of the tickets will be confirmed by the application on the display of the mobile phone.

If the check-in process is not possible due to technical issues a corresponding message is displayed on the mobile phone. In this case, customers need to buy a ticket by other means. Otherwise, customers are deemed to be a traveller without a valid ticket.

Customers have to initialise the check-out process directly after exiting the means of transportation at the station. After finishing the check-out the validity of the tickets ends. In case customers need to change the transportation to continue the travel, no check-out is necessary, as long as both travels are offered by the same partner association, respectively are made within the area in which cross-community journeys are possible. The check-out must only be conducted after the whole travel with one partner association is finished. It is the customer's obligation to start the check-out process in time. FAIRTIQ and the partner associations waive all liabilities for costs that may occur resulting from delayed check-out processes.

If the application calculates with the sensors built into the mobile phone that customers are most likely not travelling anymore but no check-out was initialised, the application is displaying a warning on the mobile phone and is reminding the customers that they may have forgotten to check-out. A prerequisite for displaying the warning is that customers allow notifications on their mobile phone. The check-out process remains the customer's responsibility. It has no influence on the customer's responsibility to check-out in time if the check-out warning is displayed at the wrong time or not at all.



If the check-out is impossible due to technical reasons after the travel ends, customers need to contact the FAIRTIQ customer support immediately stating the detailed travel route, the location and time of travel end and the travel number (if available). The same applies to all other complaints as well.

#### 4. Smart Stop

The "Smart Stop" feature allows the check-out process to be carried out automatically by the application under certain conditions. It must be activated manually by the customers in the application. Customers receive a notification on the smartphone as soon as the application detects that the public transport journey has ended in case the function is activated. The notification contains a link to a timer that shows the remaining time until the automatic check-out event. The timer can be interrupted manually by clicking on the corresponding button in the notification if customers plan to make further journeys by public transport. In this case, the journey recording is continued accordingly. If the timer is not interrupted manually, the check-out process is automatically initiated when the timer expires. Thereby, the validity of the tickets expires. The prerequisite for using Smart Stop is that the customers allow notifications on the smartphone and that a data connection exists.

THE CHECK-OUT PROCESS REMAINS THE CUSTOMER'S RESPONSIBILITY. CUSTOMERS ARE RESPONSIBLE FOR INTERRUPTING THE TIMER IN GOOD TIME AND THUS ENSURING THAT THE TICKETS REMAIN VALID IF THE PUBLIC TRANSPORT JOURNEY IS NOT COMPLETED.

### G. Control of electronic tickets

#### 1. Registration of electronic tickets

All electronic tickets are registered electronically and centrally by FAIRTIQ. Customers shall receive an electronic copy of the tickets on their smartphone.

Customers are not permitted to delete the electronic copy of the tickets before the end of the journey. Nor do they have the right to transfer or send it to another smartphone.

#### 2. Control

Customers must show their smartphone to the control staff member and, at the latter's request, display all the control elements (per ticket button) and display elements (e.g., the detailed view). The control staff is authorised to check the tickets several times per journey.

Eventual permits for reduced fares must be presented with the smartphone. At the control staff member's request, the smartphone must be handed over to the latter for reasons of control. The control staff member is authorised to use the smartphone to carry out a regular check. Customers must follow the control staff member's instructions.

To facilitate checks, we recommend that the customers use standard writing style, font type and size settings. For any different settings, customers shall assume responsibility for any full or partial illegibility of the electronic tickets.

If customers are unable to show the electronic tickets on all display levels and with all control elements, or if the electronic tickets cannot be checked due to the smartphone failing to update or function properly, or as a result of an illegible screen or font settings, customers shall be treated as passengers without a valid ticket. Electronic tickets are not personalised and cannot be presented at a later date.

### H. Fines for travellers without tickets

If customers are unable or unwilling to present a valid and controllable electronic ticket for whatever reason they will be deemed as a traveller without a valid ticket. Customers and fellow passengers travelling without a valid ticket are charged a fine according to the applicable fare conditions of the respective partner association, respectively of the Direct Traffic.

### I. No change, exchange or refund, no right of withdrawal

It is not possible to amend or exchange electronic tickets after they have been issued. Tickets purchased with the application are excluded from the right of withdrawal.

### J. Refund in cases of customer complaints

In case customers realise after the travel that an incorrect fare has been charged by the application, they need to contact the customer support within 12 months from the travel date, but no later than the date of deactivation of FAIRTIQ in the respective region by using the contact form in the application. If the FAIRTIQ customer support discovers that an incorrect price has been charged without the customer's fault, the differential amount to the correct price will be offset when the customer uses the application the next time. FAIRTIQ and the corresponding partner associations or partner transportation companies are not obliged to refund the travel price or parts thereof if the customers are not or not in time initialising the check-out process.



## **K. Price calculation and best Price**

FAIRTIQ combines the single tickets charged for journeys into more favourable ticket combinations, insofar as this is possible in accordance with the fare regulations applicable to the journey. This applies only under the condition that the customers execute the application for all of the periods in question with the same registered mobile phone number and the same personal details. FAIRTIQ cannot guarantee that the cheapest possible ticket combination will always be charged.

Price optimization across means of payment does not take place if several means of payment are deposited.

Due to price optimisation, neither the total price nor the individual tickets charged for a journey with fellow passengers can be broken down to the individual passengers after the journey.

The price optimisation function can be viewed at <https://support.fairtiq.com/hc/en-us> > *How does the best price work?*

## **L. Saved subscriptions**

If customers have a personal, valid zone subscription or weekly /monthly /annual travelcard, they have the possibility to save the zones, for which the subscription is applicable, in the app (hereinafter defined as „saved“). If they check in at a station within this zone and then travel outside this zone the saved zones aren't charged. If they start their travel outside the saved zone the saved zone is also not charged. FAIRTIQ cannot guarantee that all available zone subscriptions can be saved.

The zone subscription for the saved zones always has to be presented in case of control. Before travelling customers are obliged to assure that he has the stated zone subscription at hand, that he holds a zone subscription for the saved zone and that the zone subscription is valid.

The saved zones are printed on the ticket and checked in case of control. If zones are saved, for which customers hold no valid zone subscription, the travel is handled as travel without a valid ticket or as travel with a partially valid ticket.

## **IV. PROMOTIONS**

Promotions and actions are restricted concerning their temporal and spatial validity and may be subject to specific conditions. Customers have no right to benefit from any actions or promotions related to FAIRTIQ's products and services.

## **V. PERSONAL DATA**

### **A Use of personal data**

Personal data is processed in accordance with

- the Swiss Federal Law on Data Protection ("DPA"), including the ordinance as an addition to DPA, if customers obtain services from FAIRTIQ in Switzerland,
- the EU General Data Protection Regulation 2016/679 ("GDPR"), including the applicable data protection legislation of the EU member states, if customers obtain services in the European Union, and
- other applicable privacy legislation, if customers obtain services outside the European Union or Switzerland.

Within the framework of "Service Après Vente" and the clarification and control of abuse, FAIRTIQ and the partner companies / partnering tariff communities are independently responsible. In exceptional cases, a joint responsibility applies, which is indicated accordingly in the application.

FAIRTIQ collects and processes exclusively data in connection with the application and the purchase of electronic tickets. Personal data transferred by customers to FAIRTIQ via the application are processed by FAIRTIQ for the following purposes:

- To provide electronic ticketing applications, in particular the purchase and processing of electronic tickets, the identification and payment of decisive rides, including customer coupons (FAIRTIQ bonus), for customer service (help desk) and functions serving to support the check-out process. Furthermore, the data is also processed to combat abuses (prevention from and investigation of unlawfully obtained journeys).
- To capture the next public transport stop before check-in, location data is collected when the application is active in the foreground of the device display. This data is stored in temporary log files. A delayed shutdown of the collection of activity and location data serves the continuous



improvement of the functions used to support the check-out process and thus optimise the services provided by FAIRTIQ to the customer. The completion of the check-out process is signalled in the application.

- For the provision of free rides, i.e., the generation of an individual code for a free journey of a new customer.
- For the further development of the application. In particular, FAIRTIQ may use the location and activity data in a non-anonymised form for 12 months in order to further develop the application.
- For the means of communication with the customer.
- In relation to legal proceedings.

If customers submit a customer service request to a FAIRTIQ partner, customer master data, travel data, billing data and details of the fellow travellers as well as the smartphone will be transmitted to the respective FAIRTIQ partner in order to respond to the request in accordance with the data protection information.

### **B Data storage outside the EU or a country with adequacy decision**

THE CUSTOMER ACKNOWLEDGES THAT THE FOLLOWING PERSONAL DATA CAN BE STORED AND PROCESSED ON SERVERS OUTSIDE THE EUROPEAN UNION OR A COUNTRY FOR WHICH AN ADEQUACY DECISION HAS BEEN ISSUED BY THE EUROPEAN COMMISSION:

- REGISTERED PHONE NUMBER, FOR SENDING AUTOMATIC SMS MESSAGES BY TWILIO, WEWORK C/O TWILIO, STRESEMANNSTRASSE 123, 10963 BERLIN MITTE, DEUTSCHLAND (SENDING THE REGISTRATION CODE). THE DATA TRANSFER IS BASED ON THE FOLLOWING DATA PROTECTION GUARANTEES: EU STANDARD CONTRACTUAL CLAUSES, BINDING CORPORATE RULES, CASE-BY-CASE ASSESSMENT.
- INFORMATION SENT VIA THE CONTACT FORM IN THE APPLICATION OR ON WWW.FAIRTIQ.COM WHEN THE CUSTOMER CONTACTS FAIRTIQ. FAIRTIQ USES ZENDESK, NEUE SCHÖNHAUSER STR. 3-5, 10178 BERLIN, DEUTSCHLAND TO PROCESS CONTACT REQUESTS. THE DATA TRANSFER IS BASED ON THE FOLLOWING DATA PROTECTION GUARANTEES: EU STANDARD CONTRACTUAL CLAUSES, BINDING CORPORATE RULES, CASE-BY-CASE ASSESSMENT. PROCESSING SITE: USA. THE FOLLOWING DATA IS COLLECTED:
  - TELEPHONE NUMBER
  - EMAIL ADDRESS
  - CLIENT NUMBER
  - JOURNEY ID
  - TEXT OF THE MESSAGE
  - DATE AND TIME OF THE MESSAGE.
- FIREBASE REMOTE CONFIG (FRC) IS USED TO MAKE CHANGES TO THE CONFIGURATIONS OF APP SETTINGS WITHOUT HAVING TO COMPLETELY RE-DOWNLOAD AND REINSTALL EACH TIME A CHANGE IS MADE. THE FUNCTION IS USED TO FIX CONTENT ERRORS OR TO UPDATE THE CONTENT. FIREBASE DYNAMIC LINKS (FDL) USES DATA FROM IOS DEVICES TO OPEN NEWLY INSTALLED APPS ON A SPECIFIC PAGE OR IN A SPECIFIC CONTEXT. DYNAMIC LINKS STORE DEVICE DATA ONLY TEMPORARILY IN ORDER TO PROVIDE THE SERVICE. THE FOLLOWING DATA IS PROCESSED IN CONNECTION WITH THE USE OF FRC AND FDL:
  - APPLICATION VERSION
  - LANGUAGE CODE ACCORDING TO THE LANGUAGE SETTING OF THE DEVICE OS
  - OPERATING SYSTEM VERSION
  - TIME ZONE

THE LEGAL BASIS FOR FRC AND FDL IS ART. 6 PARA. 1 LIT. B DSGVO. THE AFOREMENTIONED DATA MAY ALSO BE PROCESSED ON OR VIA GOOGLE SERVERS (IN THE U.S.). FAIRTIQ HAS CONCLUDED AN ORDER PROCESSING AGREEMENT WITH GOOGLE REGARDING THE PERSONAL DATA THAT MAY BE PROCESSED IN THIS CONTEXT. FURTHER INFORMATION CAN BE FOUND AT [HTTPS://FIREBASE.GOOGLE.COM/DOCS/REMOTE-CONFIG/CONFIG-ANALYTICS/](https://firebase.google.com/docs/remote-config/config-analytics/) / [HTTPS://FIREBASE.GOOGLE.COM/DOCS/DYNAMIC-LINKS/](https://firebase.google.com/docs/dynamic-links/)

IF FAIRTIQ TRANSFERS DATA TO A COUNTRY WITHOUT ADEQUATE LEGAL DATA PROTECTION, FAIRTIQ WILL, AS PROVIDED FOR BY LAW, USE APPROPRIATE CONTRACTS (NAMELY ON THE BASIS OF THE SO-CALLED STANDARD CONTRACT CLAUSES OF THE





EUROPEAN COMMISSION) AND APPROPRIATE OR SUITABLE SAFEGUARDS (AVAILABLE VIA APP.PRIVACY@FAIRTIQ.COM) AND / OR RELY ON THE STATUTORY EXCEPTIONS OF CONSENT, CONTRACT EXECUTION, THE ESTABLISHMENT, EXERCISE OR ENFORCEMENT OF LEGAL CLAIMS, OVERRIDING PUBLIC INTERESTS, PUBLISHED PERSONAL DATA OR BECAUSE IT IS NECESSARY TO PROTECT THE INTEGRITY OF THE PERSONS CONCERNED.

## **VI. CHANGES OF FARES AND THE GTC**

FAIRTIQ is entitled to make changes to the information contained in the application at any time.

FAIRTIQ may make changes in these terms and conditions at any time. Changes in the tariffs and transport conditions are subject to the rules of the partner associations and Direct Traffic Switzerland.

FAIRTIQ, the partner associations or partner transportation companies may make changes to the terms and conditions of transport and the fares at any time. Any change in these GTC shall take effect when the customers accept them in the context of an update to the application or in another manner. Customers will lose the right to use the application in case of not accepting the change in these GTC.

Changes to the terms and conditions of transport and the fares shall also be valid without the customer's consent, insofar as they represent the lawful regulations within the competence of the partner associations, respectively the Direct Traffic.

## **VII. APPLICABLE LAW AND PLACE OF JURISDICTION**

The relationship between FAIRTIQ and the customers shall be governed exclusively by Swiss substantive law. The application of international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customers have their habitual residence as a consumer, shall remain unaffected.

Berne shall be the sole place of jurisdiction for any disputes arising between FAIRTIQ and the customer, if applicable.

In the event of discrepancies between the German and English versions of these General Terms and Conditions, the German version shall prevail.

The place of jurisdiction for disputes relating to the contract of carriage shall be the place of jurisdiction in accordance with the contract of carriage.

## **VIII. CONSUMER ARBITRATION AND GUARANTEE OF PASSENGER RIGHTS**

FAIRTIQ is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

The guarantee of passenger rights is the exclusive responsibility of the transport operator providing the transport service.

## **IX. QUESTIONS AND ASSISTANCE, FAIRTIQ CUSTOMER SUPPORT**

Please direct any questions concerning the application to the contact points stated at <https://fairtiq.com/> or to the customer support respectively, use the contact form in the application or send an email to [feedback@fairtiq.com](mailto:feedback@fairtiq.com).

## **X. SEVERABILITY CLAUSE**

Should one or more provisions in the present version be or become legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced as soon as possible by another provision that comes as close as possible to the economic content of the invalid provision.



**XI. NOTE ON THE OBLIGATION TO PROVIDE INFORMATION ON THE POSSIBILITY OF DETECTING AND CORRECTING INPUT ERRORS**

You can correct input errors in the application yourself before you purchase using the menu items in the app. By pressing the "Check-in" button you have made a binding purchase; input errors cannot be corrected afterwards.

**XII. ACCESSIBILITY AND DOWNLOAD OF THE GTC**

The current version of the GTC can be viewed and printed at <https://fairtiq.com/en-ch/policy/gtc>

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