

## General Terms and Conditions (GTC)

for using the FAIRTIQ app and buying electronic tickets.

### I. PROVISIONS TO BE APPLIED

The FAIRTIQ app enables the purchase of electronic tickets of participating fare associations, participating networks („partner associations“), and cross community journeys according to chapter III. ELECTRONIC TICKETS A. Range of electronic tickets. The FAIRTIQ app supports customers 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 [www.fairtiq.com](http://www.fairtiq.com)) and the customer. The present GTC cover the terms regulating the relationship between users of the FAIRTIQ app or the owners of electronic tickets (“customers”) respectively and Fairtiq AG (“FAIRTIQ”) or the partner. For the transportation of passengers with electronic tickets bought over the FAIRTIQ app 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 FAIRTIQ app («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. 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 the customer has to download the application, install it on their mobile phone and register by entering the following details before purchasing an electronic ticket 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; e-mail address for mailing the receipt (mandatory depending on area of use.); specification whether the customer has a personal zone subscription (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 and the payment service provider. 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 customer 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 customer 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 the customer 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 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 customer 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 trips outside this area of use can not be purchased with the application; before starting such a travel a valid ticket has to be bought by other means. Details about the available tickets are available on [www.fairtiq.com](http://www.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

It is currently not possible to buy electronic tickets with the application for more than one passenger per trip and mobile phone. It is also not possible to buy tickets for group travels, dogs or bicycles.

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

The electronic tickets are 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. Electronic tickets cannot be transferred or sent to other mobile phones.

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

In order to purchase an electronic ticket the customer 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.
- (3) The mobile phone used by the customer 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) or in the Google Play Store (for Android mobile phones). Furthermore the location services (high accuracy) have to be at least activated on the mobile phone from check-in until check-out. FAIRTIQ or the partners waive all liabilities for any costs of mobile connections resulting through 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 the customer wishes 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 trips not yet paid from the payment method stated by the customer. If FAIRTIQ cannot charge past trips 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) If these GTC are not fulfilled by the customer, he loses the right to use the FAIRTIQ app.

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

The 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).

The customer 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 trip and need to guarantee sufficient power supply for the whole duration of the trip. 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 the customer shall purchase a ticket by other means. If the check-out isn't working due to missing data connection the customer stays checked in for 15 minutes after the last connection and is then automatically checked out. If the customer is continuing the trip, they need to check-in again.

#### **E. Payment method**

The customer 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 the customer has 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> > *My payment could not be processed. What should I do?*

#### **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

The electronic tickets contain information about the fare association, the departure station, the validity of the ticket (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 ticket being checked in and ends when being checked out. It is not possible to extend the period of validity of the ticket. Anyhow, in case the customer is travelling several times on one day the best price is stated for all trips with one partner association (see **K. Best Price**).

The price for a ticket 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 trip 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 ticket is valid and a contract is concluded. After deactivating the switch in the application (check-out process) the application is calculating the travel route and the related fare and charges the amount from the payment method. For location services the application uses the built in sensors in mobile phones and the installed software. To ensure the proper functioning the customer is obliged to activate/accept the location services with 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 ticket loses its validity. If the operability can be re-established within the 15 minutes or the application is working again respectively (e.g. by restarting the system) the ticket stays valid until the customer is 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 anonymous form only. The location services activated during starting the app have to be continuously active during check-in and check-out.

The customer 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. The customer 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 a ticket that have been started after boarding the means of transportation are invalid. The electronic ticket is in this case also invalid and the customer is deemed to be a traveller without a valid ticket.

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

A successfully completed check-in process and thus the validity of the ticket 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 the customer needs to buy a ticket by other means, otherwise the customer is deemed to be a traveller without a valid ticket.

The customer has to initialise the check-out process directly after exiting the means of transportation at the station. With finishing the check-out the validity of the ticket ends. In case the customer needs 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 is calculating with the sensors built into the mobile phone that the customer is 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 customer that they maybe forgot to check-out. Prerequisite for displaying the warning is that the customer allows notifications on his mobile phone. The check-out process remains in 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 a wrong time or not at all.

If the check-out is impossible due to technical reasons after the travel ends, the customer needs to contact the FAIRTIQ customer support immediately stating the detailed travel route, the location and time of travel end and the travel number. The same applies for 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 is available to selected customers and must be activated manually by the customer in the application. The customer receives 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 the customer plans 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. The validity of the ticket expires with its completion. The prerequisite for using Smart Stop is that the customer allows notifications on the smartphone and that a data connection exists.

The check-out process remains at the customer's responsibility. The customer is responsible for interrupting the timer in good time and thus ensuring that the ticket retains 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. The customer shall receive an electronic copy of the ticket on their smartphone.



The customer is not permitted to delete the electronic copy of the ticket before the end of the journey. Nor do they have the right to transfer or send it to another smartphone.

## 2. Control

The customer 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 ticket 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. The customer must follow the control staff member's instructions.

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

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

## H. Fines for travellers without tickets

If the customer is unable or unwilling to present a valid and controllable electronic ticket for whatever reason they will be deemed as traveller without a valid ticket. The passenger travelling without a valid ticket is charged a fine according 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 the customer realises after the travel that an incorrect fare has been charged by the application, they need to contact the customer support within 12 months from 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 own 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 customer is 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 on condition that the customer executes 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.

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 the customer has a personal, valid zone subscription he has the possibility to save the zones, for which the subscription is applicable, in the app (hereinafter defined as „saved“). If he checks in at a station within this zone and then travels outside this zone the saved zones aren't charged. If he starts his travel outside the saved zone the saved zone is also not charged. In both cases the travel distance outside the saved zone is charged with a conjunction ticket. FAIRTIQ cannot guarantee that all available subscriptions can be saved.

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

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



In case of ticket controls the subscription has to be presented to the control staff without explicit request together with the smartphone for control purposes. On request of the control staff the smartphone has to be handed over to them together with the subscription for control purposes.

#### **IV. PROMOTIONS**

Promotions and actions are restricted with regard to their temporal and spatial validity. The customer has no right to benefit from any actions or promotions related to FAIRTIQ's products and services.

#### **V. 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 this 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 customer accepts them in the context of an update to the application or in another manner. The customer 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 lawfully regulations within the competence of the partner associations, respectively the Direct Traffic.

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

The relationship between FAIRTIQ and the customer shall be governed exclusively by Swiss substantive law.

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

In the event of discrepancies between the German and English version 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.

#### **VII. 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 which comes as close as possible to the economic content of the invalid provision.

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

Please direct any questions concerning the application to the contact points stated at [www.fairtiq.com](http://www.fairtiq.com) or to the customer support respectively or use the contact form in the application.

#### **IX. 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.

#### **X. 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>

