

# General Terms and Conditions for the Purchase of «Zug Public Transport Credit»

23.11.2021

## Scope

These General Terms and Conditions (hereinafter "GTC") apply to all legal transactions that the customer may conclude via <https://fairtiq.com/zuger-oev-guthaben> (hereinafter referred to as "Online Shop"). The Online Shop is operated by FAIRTIQ AG, Bern (hereinafter referred to as "FAIRTIQ" or "we").

## Offer

The presentation of the products and prices in the Online Shop is considered as a non-binding offer.

The illustration of all information, product details, photos, etc. in the Online Shop is without guarantee and is non-binding. For the purchase by the customer, the specifications visible in the Online Shop at the time of the order by the customer are authoritative.

FAIRTIQ has the right to limit the number of products sold without giving any reason.

## Order

Only customers who are of age, capable of judgement and not under guardianship may place orders via the Online Shop.

To place the order, the customer must follow the procedure specified on the website. Any other ordering procedure is excluded.

By placing the order, the Customers bind themselves and declare that they are making a binding and final offer to FAIRTIQ to purchase the selected goods under the terms and conditions indicated in the Online Shop. The validity of the offer may be subject to minimum or maximum quantities. The formal submission of its offer by the Customer will take place upon confirmation of its payment. The order shall only be deemed to have been accepted - on condition that a contract has been concluded - when FAIRTIQ sends the confirmation of the order to the Customer. FAIRTIQ reserves the right to reject an offer at its sole and absolute discretion and without any obligation to state reasons. In this case, the Customer shall be informed and any payments already made shall be refunded. Further claims are excluded.

The data stored by FAIRTIQ constitute irrefutable proof of the orders. The data stored by the payment system constitute irrefutable proof of the financial transactions.

## **Contract**

The purchase contract is concluded directly between Tarifverbund Zug c/o Zugerland Verkehrsbetriebe AG (ZVB), An der Aa 6, 6300 Zug, and the customer and only through the purchase confirmation sent to the customer by e-mail, at the latest, however, through the dispatch of the ordered items by e-mail. Claims by the customer in connection with the purchase contract must be made directly to the Zug Tariff Association: kontakt@tarifverbund-zug.ch , or +41 41 728 58 60 (MO-SA).

## **Prices**

FAIRTIQ reserves the right to change prices at any time. Only the price indicated in the order confirmation shall apply.

Prices are shown in Swiss francs (CHF) and include VAT where applicable. Handling and shipping costs are included. The prices shown are only valid within Switzerland and the Principality of Liechtenstein.

## **Delivery**

The delivery of the order takes place exclusively by e-mail. The e-mail address provided with the order cannot be changed subsequently.

The Customer is obliged to provide a valid e-mail address to which all communications relating to the Order will be sent. It is the Customer's responsibility to ensure the validity of this address and to take note of the emails received from FAIRTIQ. In addition, the Customer shall also be responsible for configuring - and regularly checking - its "spam mail" folder to ensure that it does not contain any FAIRTIQ messages. Any e-mail message sent to the Customer shall be deemed to have been received by the Customer with the date and time of actual receipt, but no later than 24 hours after being sent by FAIRTIQ.

All information on availability is without guarantee and can be changed at any time. In the event that a delivery deadline cannot be met, the customer has the right to withdraw from the contract from the 10th calendar day after the originally stated delivery date. We will then refund to the customer the amount already paid in advance. The customer shall not be entitled to any further claims against FAIRTIQ.

Once the contract has been concluded, FAIRTIQ shall be entitled to cancel an order that has not yet been delivered at any time and without giving reasons to the customer.

The risks associated with the electronic dispatch of the goods shall pass to the Customer from the moment FAIRTIQ hands over the goods to the e-mail dispatch service chosen by FAIRTIQ.

## **Taking back ordered products**

FAIRTIQ does not grant any right of withdrawal or return on the public transport credit.

### **Payment and retention of title**

Payment is only possible in Swiss francs.

Only the methods of payment indicated by FAIRTIQ on the website are accepted. FAIRTIQ has the right to exclude individual means of payment in general or for individual customers without justification.

An advance payment of the total order amount must be made with each order quotation.

If FAIRTIQ rejects the offer, the amount already paid (without interest) will be refunded to the customer.

In order to protect its legitimate interests, FAIRTIQ may, if necessary, obtain a credit check on the customer from third parties and pass on the customer's data on payment behaviour to third parties.

Payments are made through secure servers provided by FAIRTIQ's partner financial institutions; thus, no financial information of the customer is routed through FAIRTIQ.

The Customer shall bear the risk of a malfunction of the payment system; FAIRTIQ cannot be held liable for this.

The Public Transport Credit remains the property of FAIRTIQ until full payment of the purchase price (including all surcharges).

### **"Zug Public Transport Credit"**

The Zug Public Transport Credit offered must be activated before 1 March 2022. Activation takes place by entering the code in the FAIRTIQ app. It is valid for 1 year from the date of activation. The public transport credit must be used up within the validity period. It is not possible to extend the validity.

The Zug public transport credit for the use of FAIRTIQ entitles the customer to purchase tickets with the FAIRTIQ App for public transport in accordance with the General Terms and Conditions of the FAIRTIQ App after full payment of the price. The contract regarding the purchase of tickets is concluded directly between the customer and the relevant transport company upon check-in on the FAIRTIQ App and simultaneous redemption of the public transport credit. The implementation of the journey is the sole responsibility of the transport company designated for the journey. The respective fare conditions apply.

We only arrange tickets for our customers and are not a party to the contract concluded between the customer and the respective transport company or tariff association. Warranty claims regarding the provision of the service brokered by us exist exclusively against the respective transport company or tariff association. We do not assume any liability, not even for negligence, for property damage, personal injury or other financial losses.

FAIRTIQ is free, without giving reasons, to block an already activated Public Transport Credit and to declare its withdrawal from the contract. In this case, the customer will be informed and any payments already made will be refunded. Further claims are excluded.

Each code sent by FAIRTIQ to a customer by e-mail may only be redeemed once. Any deviating or additional provisions will be indicated separately. As a matter of principle, FAIRTIQ reserves the right to cancel or invoice an order if there is a well-founded suspicion of abuse in connection with the use of code redemptions.

For a Zug Public Transport Credit purchased directly from the Online Shop, a limitation period of 1 year from the activation date applies. There is no entitlement to a refund of the difference between the value of the ÖV credit and the purchase amount if the ÖV credit is not used up by the limitation period.

If the value of the purchased Public Transport Credit is less than the purchase price after the limitation period, the purchase price less the purchased value less a deductible of CHF 10 can be refunded. The refund will be made by means of a public transport voucher. A transfer to other customers is no longer possible.

The customer is not entitled to load the Public Transport Credit onto several FAIRTIQ user accounts running under his name. If the customer changes their mobile phone number and the FAIRTIQ user account linked to it, they must contact FAIRTIQ customer support via the FAIRTIQ app to transfer the Public Transport Credit to the new FAIRTIQ user account.

The customer is solely responsible for the use, possible transfer and safekeeping of the public transport credit they have purchased.

The Public Transport Credit will not be replaced or refunded in the event of theft, loss or damage. Any liability on the part of FAIRTIQ in the event of the use of a public transport credit by unauthorised persons is excluded.

The resale or use of the Public Transport Credit for commercial purposes, in any form whatsoever, is prohibited. The reproduction or editing of codes is prohibited.

THE ZUG PUBLIC TRANSPORT CREDIT IS IN SWISS FRANCS (CHF) AND CAN ONLY BE USED FOR JOURNEYS WITHIN THE AREA OF VALIDITY "TARIFVERBUND ZUG" AND IS ONLY CREDITED TO TICKETS OF THE TARIFVERBUND ZUG.

### **Market research**

The customer receives a survey from FAIRTIQ after activation of the Zug public transport credit - participation is mandatory.

### **Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, FAIRTIQ, ITS OFFICERS, AGENTS AND LEGAL REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ACCESS TO OR USE OF THE ONLINE SHOP.

IT IS A CONDITION OF USE OF THIS ONLINE SHOP THAT THE CUSTOMER AGREES TO INDEMNIFY FAIRTIQ AND FAIRTIQ'S OFFICERS, AGENTS AND LEGAL REPRESENTATIVES AGAINST ALL CLAIMS FOR DAMAGES (INCLUDING COURT COSTS AND LEGAL FEES) ARISING OUT OF ACCESS TO OR USE OF THE WEBSITE.

Also excluded from liability are damages caused by acts of God, fires, explosions, power outages, earthquakes, floods, severe storms, strikes, embargoes, acts of civil or military authorities, war, terrorism (including cyber-terrorism) and government orders. We shall also not be liable in the event of any default by the Customer.

All information about offers described on this site is subject to change and non-binding.

The use of the contents of the website is at the user's own risk.

### **Severability clause**

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the other contractual provisions. In this case, the invalid or unenforceable provision shall be replaced by a legally permissible provision that comes as close as possible to the economic purpose pursued by the invalid or unenforceable provision. The same shall apply in the event of a loophole.

### **Languages**

The GTC are written in French, English and German. In the event of contradictory information, the German-language version shall prevail as these GTC are machine translated.

### **Jurisdiction and applicable law**

These GTC and the entire legal relationship between FAIRTIQ and the Customer shall be governed by Swiss law, to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

To the extent permitted by law, the place of jurisdiction shall be the registered office of FAIRTIQ in Switzerland.

### **Amendment of the GTC**

We reserve the right to change these GTC at any time. The version of these GTC in force at the time of the order shall apply and may not be unilaterally changed for this order.