

## General Terms and Conditions (GTC)

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

### Table of Contents

<b>I. Provisions to be Applied</b>	<b>2</b>
<b>II. FAIRTIQ Application</b>	<b>2</b>
A. Functions and downloading the application	2
B. Using the application	2
C. Licence	2
D. Termination and blocking the usage	3
E. Liability	3
<b>III. Electronic tickets</b>	<b>3</b>
A. Range of electronic tickets	3
1. Available tickets	3
2. Electronic tickets for other passengers, dogs and bicycles	3
B. Non-transferability of electronic tickets	3
C. Prerequisites for buying electronic tickets	4
D. Technical prerequisite guarantee	4
E. Payment method and settlement of the services	4
F. Validity of electronic tickets	5
1. Fare	5
2. Specific conditions for electronic tickets	5
3. Check-in and check-out	5
4. Smart Stop	6
G. Control of electronic tickets	6
1. Registration of electronic tickets	6
2. Control	7
H. Fines for travellers without tickets	7
I. No change, exchange or refund, no right of withdrawal	7
J. Adjustment of incorrect fare	7
K. Price calculation and optimisation	7
L. Registration of subscriptions	8
<b>IV. Promotions</b>	<b>8</b>
<b>V. Personal Data</b>	<b>8</b>
<b>VI. Changes of Fares and the GTC</b>	<b>8</b>
<b>VII. Applicable Law and Place of Jurisdiction</b>	<b>8</b>
<b>VIII. Consumer Arbitration and Guarantee of Passenger Rights</b>	<b>9</b>
<b>IX. Questions and Assistance, FAIRTIQ Customer Support</b>	<b>9</b>
<b>X. Severability Clause</b>	<b>9</b>
<b>XI. Note on the Obligation to Provide Information on the Possibility of Detecting and Correcting Input Errors</b>	<b>9</b>
<b>XII. Accessibility and Download of the GTC</b>	<b>9</b>

## 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”) 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 the seller. The contract of carriage is concluded between the partner transportation company or tariff community (“partner”, see <https://fairtiq.com/> → Travel with FAIRTIQ → Area of Validity) of FAIRTIQ and the customer. For the transportation of passengers, dogs or bicycles with electronic tickets bought via the application, the fare conditions, conditions of transportation and GTC of the respective connections / our partners apply. These fare conditions can be found 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 customers’ route will be tracked and the app calculates the corresponding fare after the check-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](#) and settlement of the services); possible specification about the selected tariff (e.g. 1<sup>st</sup> or 2<sup>nd</sup> class, possible other discounts); personal data: first and last name, date of birth (also applies to any fellow passengers, see chapter [III A 2. Electronic tickets for other passengers, dogs and bicycles](#)); 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 Registration of subscriptions](#)).

The customers’ information shall be stored by FAIRTIQ. The obtained information may be made available to subprocessors and third parties if this proves necessary for using or developing the application. These parties are primarily contractual partners of FAIRTIQ which are responsible for developing, operating and updating the application, payment service providers, the partners and academic institutions. FAIRTIQ complies with the applicable data protection legislation (see chapter [V Personal data](#)). Details are available in the [Privacy Notice](#).

For security reasons, the payment data shall only be registered with the payment service provider and not on the customers’ mobile phone. The registration of the payment method is also processed directly by a FAIRTIQ payment 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.

The user account in the application is personal and may not be shared with or transferred to other persons.

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 register, FAIRTIQ grants them a licence to use the application and the features it offers as intended (services provided). Any licence on the software itself is expressly excluded. 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 parts or elements of the content shall be modified, altered, adapted, disassembled or adjusted.

## **D. Termination and blocking the usage**

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 the application (e.g. in the event of indications of abusive use). FAIRTIQ and its partners reserve the right to block users from all check-in/out solutions operated by FAIRTIQ if there are indications of misuse in any of the solutions operated by FAIRTIQ.

Fraudulent / abusive customers may be entered in a registry.

## **E. Liability**

FAIRTIQ and the partners 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 customers' 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 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 non-functioning of the application does not legitimate the customers in any case to travel without a valid ticket.**

## **III. Electronic tickets**

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

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

Depending on the area of use, partner association tickets and / or tickets for cross-community journeys (see <https://fairtiq.com/en/> → Travel with FAIRTIQ → Area of validity) in the form of electronic tickets can be purchased with the application. Tickets for journeys outside of 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 the time of check-in. It is 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 use the application to purchase electronic tickets for dogs or bicycles or more than one passenger („fellow passengers”) per journey and mobile device. There is no entitlement to this feature or to FAIRTIQ charging for the cheapest ticket combination when purchasing multiple tickets.

The customers 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 customers shall ensure that the fellow passengers have been informed about the processing of their personal data and the corresponding [Privacy Notice](#) within the scope of using the application, that they have been correctly registered in the app 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 customers and fellow passengers. Check-in and check-out apply simultaneously to the customers and all fellow passengers. Any premature or posterior start or interruption of the journey by fellow passengers, but not the customer, cannot be taken into account when calculating the journey and the price.

### **B. Non-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 chapter [III. E. Payment method and settlement of the services](#)).
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](#) → [Registration & Account](#) → [Using FAIRTIQ: Requirements](#)). Furthermore, the location services (high accuracy) have to be activated on the mobile phone at least 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 journey after using the app, a valid e-mail address must be supplied. Depending on the area of use, the indication of an e-mail address is mandatory.
6. FAIRTIQ shall have the right to charge past journeys which were 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 the respective customers. The blocking shall only be lifted after the amounts due have been paid with a valid payment method. In the event of a blocking, the customers' 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. When using the multiple ticket purchase function, fellow passengers 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.
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.
10. Fare conditions, conditions of transportation and GTC of the respective connections / FAIRTIQ's partners must be complied with at all times by customers and fellow passengers.

## D. Technical prerequisite guarantee

Customers shall be solely liable for the capacity of their smartphone, guaranteeing the technical settings and the proper functionality 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 collected by the customers' device.**

Check-in and check-out processes can only be conducted when having a data connection and when a location with high accuracy can be determined. In case the check-in process is not working due to missing connectivity or other technical issues, customers shall purchase tickets by other means.

## E. Payment method and settlement of the services

Customers shall ensure that the used payment methods have a sufficient 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 area of use, different means of payment are valid.

As a rule, the payment method selected and active at the end of the last journey of the day is credited and is decisive for price optimisation (see chapter [III.K. Price calculation and optimisation](#)).

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> → payment → accepted means of payment

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

Charging of service as well as refunds in the event of incorrect journey and price calculations to the customers' 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.

If the customer uses "PayPal" as a means of payment for journeys within the European Economic Area, FAIRTIQ Deutschland GmbH, Kopernikusstrasse 35, 10243 Berlin, Germany will act as the intermediary for ticket sales and payment instead of FAIRTIQ AG, Aarberggasse 29, 3011 Bern, Switzerland. This exception does not apply to journeys near the Swiss border within the GA travelcard validity area outside Switzerland or to journeys in Liechtenstein.

## F. Validity of electronic tickets

### 1. Fare

Except as otherwise provided in these GTC, the provisions of the partners, applicable fare conditions and conditions of transportation 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 and the fare type.

It is not possible to buy electronic tickets valid for a later point in time or date. The period of validity shall begin upon the successful completion of the check-in process and ends when the check-out process is initiated. It is not possible to extend the period of validity of the tickets after having triggered the check-out process. 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 for fellow passengers (see chapter [K. Price calculation and optimisation](#)).

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 and a purchase contract with the partner is concluded. The contract is impliedly accepted on behalf of the partner 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 the location data provided by 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 be kept 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 journey has to be confirmed by checking out.

Personal data is processed in accordance with the [Privacy Notice](#) of the Application.

**Deactivation of the device, the location services, the Application's access to it, and/or activation of the flight mode while checked in are not permitted and may result in the invalidity of the ticket.**

**Manipulation of the data provided to the Application by the device is prohibited.**

The tracking of activity and location data ends at the latest five minutes after the completion of the check-out process. The delayed deactivation of tracking is required for fraud prevention and aids the continual improvement of check-out warnings and thus it optimises the services FAIRTIQ offers its customers. The location services activated during starting the app have to be continuously active during check-in and check-out.

**Customers shall complete the check-in process at the station within the application on their mobile phone before boarding the means of transportation or before entering the area of ticket requirement at the station.**

Customers shall ensure that the chosen class and optionally any applicable permit for reduced fares 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 after having entered the area of ticket requirement are invalid. The electronic tickets are also invalid in this case and customers are deemed to be travellers 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 areas where localisation is difficult.

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, respectively after having left the area for which a ticket is required at the station. After finishing the check-out the validity of the tickets ends. In case customers need to change the means of transportation to continue to travel, no check-out is necessary, as long as both parts of the journey 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 journey with one partner association is finished. It is the customers' 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 uses the sensors installed in the mobile phone to calculate that customers are most likely not travelling anymore but no check-out was initialised, the application displays a warning on the mobile phone and reminds 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 customers' responsibility. It has no influence on the customers' responsibility to check out in time if the check-out warning is displayed at the wrong time or not at all.

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

Customer service requests can be submitted directly via the contact form from the Application (menu item 'Contact → Issue with FAIRTIQ'), via email ([feedback@fairtiq.com](mailto:feedback@fairtiq.com)) or contact form (<https://fairtiq.ch/en/contact>).

#### 4. Smart Stop

The 'Smart Stop' feature allows the check-out process to be carried out automatically by the application under certain conditions. The functionality can be activated / deactivated 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. 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 customers' 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.

Possible 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.

In accordance with the applicable fare regulations, the customer must present an identification document at the request of the inspection staff.

To facilitate controls, we recommend to 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 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 travellers 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. Adjustment of incorrect fare

In case customers realise after the journey that an incorrect fare has been charged by the application, they need to contact customer support **within 12 months from the journey 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 team discovers that an incorrect price has been charged without the customer being at fault, the differential amount to the correct price will be offset when the customers use the application the next time in the same area of use. FAIRTIQ and the corresponding partner associations or partner transportation companies are not obliged to refund the journey price or parts thereof if the customers don't initialise the check-out process in time or at all.

**In the event of inaccurate communication and/or charging of a fare that does not correspond to the applicable fare, FAIRTIQ shall be entitled to correct the inaccurately communicated and/or charged fare within 12 months of the journey date and, if necessary, to charge the difference to the customer. The customer will be informed of the correction in good time.**

## K. Price calculation and optimisation

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 use 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 optimisation only applies within one and the same payment profile / means of payment. It is not applicable across different profiles (e.g. private and professional) or between different means of payment.

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> → Price of a journey → The best available price

## L. Registration of subscriptions

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

The subscription for the registered zones always has to be presented in case of control. Before travelling, customers are obliged to assure that they have the stated subscription at hand, that they hold a subscription for the registered zone which is valid for the respective customers. If a subscription is registered, the customer is obliged, at FAIRTIQ's request, to provide FAIRTIQ with a photo or copy of the document as proof.

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

## IV. Promotions

Promotions and campaigns are restricted concerning their temporal and geographical validity and may be subject to specific conditions. Customers have no entitlement to any campaigns or promotions related to FAIRTIQ's products and services.

## V. Personal Data

Personal data is processed in accordance with the [Privacy Notice](#) of the Application.

**If the customers have made a journey with the application within the last 12 months and wish to exercise their right to erasure, they must first waive their right to complain about the corresponding journeys.**

All the details on how to exercise data subject rights can be found in the above mentioned [Privacy Notice](#).

## 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 of the application or in another manner. The use of the application by the customers is subject to the acceptance of the latest version of these GTC.

Changes to the terms and conditions of transport and the fares shall also be valid without the customers' 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 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.

**Bern (Switzerland) shall be the sole place of jurisdiction for any disputes arising between FAIRTIQ and the customer, if applicable.**

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.

Mandatory legal jurisdictions remain reserved.

In the event of discrepancies between the German version and any translation of these GTC, the German version shall prevail.

## **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/en/> 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 individual provisions of these GTC be 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 the ticket by 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 latest version of the GTC can be viewed and printed at <https://fairtiq.com/en-ch/policy/gtc>

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