

# General Terms and Conditions for "Pay As You Go" Ticketing

for using the FTQ Lab app («App») and purchasing electronic tickets. The following general terms and conditions apply to all electronic tickets ordered via the application.

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#### Parties, Scope and Relationship to Other Terms

These general terms and conditions ("Terms") govern your use of the 'Pay As You Go' ticketing service for rail travel between Sheffield and Doncaster ("DPAYG" or the "Services").

The Services are provided via the FAIRTIQ mobile application (the "App"), which is developed and operated by Fairtiq Ltd., Aarbergergasse 29, 3011 Bern, Switzerland ("FAIRTIQ"), under FAIRTIQ's own name.

Tickets are sold in the App by FAIRTIQ acting in the name and on behalf of Northern (Northern is a trading name of Northern Trains Limited, company number 03076444) ("Northern"). The contract of carriage is concluded between you and Northern.

These terms and conditions ("Terms") constitute a legally binding agreement made between you (customer) and us, concerning your access to and use of our App for the purposes of using the Services. By using the Services, you confirm that you have read, understood, and agree to be bound by all of these Terms and, if you buy tickets using the Services via the App, that you also accept and will comply with the <u>National Rail Conditions of Travel</u>.

If you do not agree to these Terms, you must not use the Services.

These Terms should be read together with Northern's website terms and conditions available at <u>Conditions of Travel</u> and <u>Booking Service Terms</u>.

#### 2. Data Protection and Controllership

For the core App services (account setup, journey detection, price calculation and optimisation, payment processing through appointed payment providers, fraud prevention and customer support in relation to the App), FAIRTIQ is an independent data controller and processes personal data in accordance with the App's Privacy Notice.

For the contract of carriage and passenger rights, Northern is the relevant controller insofar as required under applicable law.

During the trial we will be working with the Department for Transport ("DfT"), Northern and third-party trial evaluation partner to manage the trial. This partner is Ipsos (Market Research) Ltd ("Ipsos"). The evaluation of the trial constitutes an essential component of the project. For this purpose, your data will be shared with the Department for Transport (DfT) and, as the case may be, with its designated data processor, Ipsos. According to data protection legislation, DfT are the data controller for this evaluation, which means they are responsible for how your personal data is used.

The lawful basis for processing the data will be the DfT's public task. The categories of personal data processed by DfT and Ipsos include all of the data completed on your registration form along with your journey history, App usage data and any dispute data. Ipsos will keep your personal information confidential and securely delete it once the evaluation is complete. Further information about how Ipsos will process your data on behalf of DfT is available in their privacy notice <a href="here">here</a>.



# 3. Using the Services and Availability

Access to the Services is provided on a temporary basis and may be suspended, withdrawn or changed without notice.

No guarantee is given that the Services will always be available or uninterrupted.

All journeys are subject to these Terms and the National Rail Conditions of Travel. You are strongly advised to read these Terms and the National Rail Conditions of Travel, which contain limitations and exclusions relating to our liability in respect of loss caused by delays or cancellations, as well as loss or damage to, and delay in the delivery of luggage and its contents.

The App can only be used to make journeys within the stations of Sheffield to Doncaster on the Sheffield to Doncaster railway line 'Pay As You Go' network area (the "PAYG Network Area"). You must not use DPAYG for a journey that begins or ends outside of the PAYG Network Area. If you try to do so without being in possession of a valid ticket for the section of the journey outside the PAYG Network Area, you will be considered a passenger without a valid ticket.

#### 4. Licence

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

#### You must:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Services nor permit the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Services on devices as permitted in these Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities: (a) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; (b) is not used to create any software that is substantially similar in its expression to the App; (c) is kept secure; and (d) is used only for the Permitted Objective; and
- comply with all applicable technology control or export laws and regulations
  that apply to the technology used or supported by the App or the Services and
  all local laws and regulations of the jurisdiction from which you access the App.



The App should not be accessed in any jurisdiction where for any reason the publication or availability of the App is prohibited. We do not represent that the App complies with laws in all jurisdictions. If you are in doubt, you should seek legal advice and if necessary, terminate your use of the App immediately.

### 5. Technical Requirements and Proper Use

You are responsible for ensuring your mobile device is functional (including connectivity and power). An operational data connection and activated location services must be available from the start of your journey until the end of your journey.

Activation of power-saving modes or deactivation of location services is not permitted while travelling using DPAYG as it may impair journey determination.

If the App does not allow you to start a journey due to technical issues, you must purchase a ticket by other means; otherwise you may be treated as travelling without a valid ticket.

For proper functioning you must permit access to motion sensors and enable push notifications, including for check-out reminders and the optional 'Smart Stop' feature.

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.

## 6. Account Registration, Authentication and Payment

To use DPAYG, you must register via Northern and enter the FAIRTIQ participation code sent to you by email, then complete profile registration in the App and link a valid payment card.

DPAYG is available only to users aged 18 or over. You must not impersonate any other person and you are responsible for keeping your credentials secure; we may disable access if you breach these Terms.

Payment method details are captured directly by FAIRTIQ's appointed payment service provider; the data is not stored on your device. You authorise automatic charges for journeys made using DPAYG. Ensure sufficient credit is available. Where multiple payment methods are registered, FAIRTIQ may, where necessary, settle purchases using a secondary method.

Prices are in GBP. If you use a foreign card, your issuer's exchange rate and rules apply.

Chargebacks are handled in accordance with the applicable payment scheme and payment service provider rules; FAIRTIQ is not a party to your cardholder agreement. Where a chargeback is initiated, FAIRTIQ may suspend access pending resolution and may re-present transactions as permitted by scheme rules.

FAIRTIQ has the right to exclude customers from using individual means of payment. Details can be found at <a href="https://support.fairtiq.com/hc">https://support.fairtiq.com/hc</a>  $\rightarrow$  payment  $\rightarrow$  accepted means of payment.



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.

# 7. Tickets, Check-In/Check-Out and Smart Stop

DPAYG works on a check-in/check-out basis. To begin, slide the 'Slide to start' button at your origin station. A barcode ticket is then issued in the App and is valid for travel.

You must complete the check-in before boarding or before entering any ticket-required area. If check-in is not possible due to technical issues, buy a ticket by other means.

At the end of your journey, end the journey in the App. You should end as soon as reasonably possible after alighting. If a journey cannot be determined for any reason, which may take some time depending on various factors such as mobile network availability or location tracking accuracy, contact the customer service via the App.

Smart Stop may end your journey automatically after a timer. You remain responsible for ensuring your journey is ended at the correct time and for interrupting the Smart Stop timer in good time and thus ensuring that the tickets remain valid if the public transport journey is not completed. To use Smart Stop, notifications and a data connection are required.

Barcode tickets may be inspected and scanned at gates or by staff. You must validate at barriers where present and present a valid barcode on request.

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 application have to be continuously active during check-in and check-out.

# 8. Validity and Non-Transferability

Tickets are personal and non-transferable and cannot be forwarded to another device.

Tickets become valid when check-in is completed. It is not possible to purchase tickets valid for a later date.

## 9. Fare Calculation and Price Optimisation

Fares are calculated based on your recorded origin and destination, applicable fare regulations and any valid Railcard. Where permitted and technically feasible, the App may optimise prices across your journeys (e.g., combining singles) to provide the best available price, but the absolute cheapest outcome cannot be guaranteed. Price optimisation applies only within the same customer profile and payment method.

The best value fare offer is based on available tickets that can be bought on the day of travel. Fares are based on the following ticket categories:

DPAYG Anytime Single



- DPAYG Off Peak Single
- Daily DPAYG Cap Set at £9.80
- Weekly DPAYG Cap Set at £32.80

For the purpose of this trial no Group Fare discounts, or split tickets will be offered to DPAYG users. We reserve the right to update the set of tickets offered within the App at any time.

If repeated journeys are made throughout a day or roll up week, we may select one weekly ticket or cap to represent a set of journeys where this represents better value than charging daily single tickets.

Journeys are only optimised for best value within a Monday to Sunday travel week. If you make journeys that would be better optimised within a different seven day period or over a longer period, then you should use a different method to purchase your ticket.

The total fare for journeys made are charged to your account balance.

#### 10. Railcards and Discount Entitlements

The following Railcard Discounts may be registered to your account through the App for use when using DPAYG:

- 16-25 Railcard
- 26-30 Railcard
- Disabled Persons Railcard (Restricted)
- Senior Railcard
- Veterans Railcard
- HM Forces Railcard

No discounts other than those listed above are applicable to the DPAYG trial. If you are in any doubt about the eligibility of a discount or railcard for use with the DPAYG trial, please contact the Northern Customer Service Centre.

Railcard Discounts are only available for the card holder when using DPAYG. Railcards that give discounts for multiple passengers (including Family & Friends, Two Together, Groupsave and any other associated discount which includes a companion) cannot be applied to tickets purchased using DPAYG.

When using DPAYG the Disabled Persons Railcard or Veterans Railcard Discount will only be applied to the App account holder, it cannot be applied to a second account. Any travelling companion entitled to the companion discount under the Disabled Persons Railcard or Veterans Railcard will need to buy their ticket using a method other than DPAYG in order to obtain the Railcard Discount.

A Railcard can only be linked to a single DPAYG account. You may not register the same Railcard on multiple accounts.

When registering a Railcard, you will be asked to enter the Railcard expiry date. When the Railcard expires, all subsequent journeys will be charged the non-discounted fare.

If you register a Railcard to your account, you must carry either a paper or digital Railcard whenever you travel using the Railcard and show this when requested by a member of the Northern team or ticket inspector. If you fail to produce a valid railcard when requested, you will have to pay the appropriate fare.



Upon FAIRTIQ's request, you must provide us with a photo or copy of the Railcard as proof.

You may remove the Railcard from your account. Removal of a Railcard will prevent discounts applying to any journeys made on the day of removal.

# 11. £15 Bonus for New App Users

You will be given a £15 credit against your account ("Credit"). The Credit will apply only to new users who do not already have a DPAYG account. There is a maximum of one Credit applied to your account. The Credit will be a one-off set off against the value of tickets bought for Services on the DPAYG Network until the one Credit is exhausted.

## 12. Aborted Journeys; Delays and Disruption

Based on the data collected, the app identifies the public transport journey undertaken. If you have checked in but do not subsequently make a public transport journey, please check out again. If the app nevertheless records a journey, please contact our Customer Care team via the app.

Rail replacement bus legs may not be recognised automatically; you may open a customer care request in the App to get your journey updated.

### 13. Inspection and Enforcement; Amendments and Corrections

If you cannot present a valid barcode ticket upon inspection, or if your device fails to display a controllable ticket, you may be treated as travelling without a valid ticket and charged in accordance with applicable fare rules and law.

Electronic tickets cannot be amended or exchanged after issue and are excluded from statutory withdrawal rights where permitted by law.

If you believe an incorrect fare has been charged, contact support within 12 months of the journey date (and in any case no later than the end of the FTQ Lab trial plus one month). If an incorrect price was charged without your fault, the differential amount to the correct price will be offset when you use the App the next time. If this credit is not fully used within the current month, the remaining balance will be automatically refunded to you at the end of that month.

Where an undercharge occurred, FAIRTIQ may correct and charge the difference within 12 months; you will be informed at least 48 hours before any corrective charge is applied.

## 14. Liability and Your Responsibilities

Use of the App is at your own risk within the limits of objective technical and practical capabilities. You are responsible for protecting your device against unauthorised access.

FAIRTIQ and Northern are not liable for losses arising from connectivity issues, device malfunctions or the impossibility of purchasing tickets due to technical issues. If



check-in is not possible or a malfunction occurs after check-in, you must obtain a valid ticket through another sales channel.

To the maximum extent permitted by law, FAIRTIQ is not liable for indirect or consequential losses, loss of profit, loss of business, loss of data or pure economic loss, except in cases of wilful misconduct or gross negligence.

Liability Cap: To the maximum extent permitted by law, FAIRTIQ's aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, is limited to the greater of GBP 100 or the total amount of service fees paid by you in the 12 months preceding the event giving rise to the claim. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, or for fraud.

#### 15. Promotions

Promotional offers, including any new-user credit, are limited in time and scope and subject to specific conditions. There is no automatic entitlement to promotions.

#### Changes to Fares and Terms

Applicable transport conditions and fares may change in accordance with the competent regulations. These Terms may be changed from time to time. Material changes will be notified via in-App notice or email in due course. If you do not agree to a material change, you may stop using the Services and terminate your use before the effective date.

#### 17. Governing Law and Jurisdiction

Mandatory provisions on applicable law and jurisdiction of the country of your habitual residence as a consumer take precedence where applicable. In all other respects, the contractual relationship with FAIRTIQ is governed by Swiss law (excluding the UN CISG). Unless mandatory law provides otherwise, the courts of Bern (Switzerland) shall have exclusive jurisdiction for disputes with FAIRTIQ. For disputes relating to the contract of carriage, jurisdiction is determined by the contract of carriage and applicable passenger rights rules.

#### Alternative Dispute Resolution and Passenger Rights

Consumers may have the right to use alternative dispute resolution ("ADR") bodies under applicable consumer law. FAIRTIQ is generally not obliged to participate in ADR proceedings and does not voluntarily commit to doing so, except where required by mandatory law. Passenger rights are the responsibility of the transport operator providing the service (Northern, TransPennine Express or CrossCountry).

#### 19. Indemnities and Allocation of Responsibilities

You agree to indemnify FAIRTIQ and Northern for reasonable losses caused by your fraud, intentional misuse of the App or breach of these Terms, provided that consumers' mandatory rights remain unaffected.



## 20. Force Majeure

Neither FAIRTIQ nor Northern shall be liable for any failure or delay in performance to the extent caused by events beyond their reasonable control, including but not limited to natural disasters, strikes, lockouts, failures of telecommunications or power networks, app store outages, payment network or payment service provider failures, or governmental actions.

### 21. Suspension and Termination

FAIRTIQ may suspend or terminate access to the Services (in whole or in part) where there is a reasonable suspicion of fraud, abusive chargeback activity, material breach of these Terms, or where required by law or scheme rules. FAIRTIQ may record fraud-related events in a fraud register to the extent permitted by law with the aim of preventing further fraud or abuse and enforcing legal claims.

# 22. Questions and Support

For questions about the App (registration, journey determination, payments), please use the in-App support form or visit fairtiq.com. For carriage-related issues (delays, compensation and passenger rights), please contact Northern.

# 23. Severability

If any provision of these Terms is held to be invalid, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the economic intent.

#### 24. Questions and Assistance, FAIRTIQ Customer Support

Please direct any questions concerning the application to the contact points stated at <a href="https://fairtiq.com/en/">https://fairtiq.com/en/</a> or to the customer support, respectively use the contact form in the App or send an email to <a href="mailto:feedback@fairtiq.com">feedback@fairtiq.com</a>.

#### 25. Access to these Terms

The latest version of these Terms can be viewed and printed within the App and here.

These Terms come into effect on 27 October 2025 and remain valid until replaced or updated.