

FAIRTIQ APP GENERAL TERMS AND CONDITIONS (GTC)

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.

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I. Provisions to be applied

The Application enables the purchase of electronic tickets of participating fare associations, transport companies, participating networks ("partner associations"), and cross-community journeys according to chapter [III. Electronic Tickets A. Range of electronic tickets](#).

The present GTC cover the terms regulating the relationship between users of the Application or the owners of electronic tickets ("Customers") and Fairtiq Ltd. ("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 ticket purchase contract 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 Customers. These GTC apply whenever the Application is used, irrespective of the area of validity.

In these GTC, the terms "electronic ticket" and "ticket" also cover any travel authorisation or control proof provided in the Application for the relevant usage mode, unless a provision expressly states otherwise.

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

II. FAIRTIQ Application

A. Functions and downloading the Application

The Application allows Customers to buy electronic tickets from participating partners. Depending on the area of use and availability, Customers may use the Application in different Travel Modes:

- I. **Check-in/Check-out:** Customers start and end the journey manually in the Application;
- II. **Check-in/Be-out ("Smart Stop"):** Customers start the journey manually in the Application; under certain conditions, the end of the journey may be detected automatically and the check-out may be triggered automatically; or
- III. **Be-in/Be-out ("FAIRTIQ Go"):** Customers activate and deactivate this Travel Mode in the Application. FAIRTIQ Go may initially be offered as a limited pilot or test operation and may not yet provide all features of a fully automated Be-in/Be-out solution. While FAIRTIQ Go is activated and the Customers are Travel Ready (see chapter [III. Electronic Tickets A. Range of electronic tickets](#)), the Application may automatically detect and record public transport journeys without Customers performing a check-in or check-out for each journey. In the event of a full rollout, activation and deactivation by Customers may no longer be required.

For the purposes of these GTC, usage modes involving automatic detection or automatic support, in particular Smart Stop and FAIRTIQ Go, are considered automatic travel modes ("Automatic Travel Modes"). Journeys recorded using an Automatic Travel Mode are collectively referred to as "Automatically Detected Journeys".

Depending on the selected Travel Mode, Customers' route is started and/or ended manually or detected automatically. The Application calculates the corresponding fare based on the

recorded journey data. The Application is distributed via Google Play and the Apple App Store ("app store"). The Customers' use of the FAIRTIQ service / Application is governed by these GTC. The app store terms govern the Customers' relationship with the store. In case of conflict, the app store terms apply only vis-à-vis the App Store.

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. 1st or 2nd 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 account creation and/or mailing the receipt (mandatory depending on the area of use / the chosen login method); 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.

The Application or individual features may be modified, limited or discontinued at FAIRTIQ's discretion and without stating reasons. This applies in particular to the availability of individual Travel Modes such as Smart Stop or FAIRTIQ Go. FAIRTIQ may activate, restrict or deactivate individual Travel Modes depending on the area of use, partner, fare regulations, technical availability, operating system, device type or test phase. Customers may only use the Travel Modes available in the Application for the respective area of use. Prior notice of modifications, limitations or discontinuations will be given where reasonably practicable. In urgent cases, notice will be given without undue delay after the change. Mandatory statutory rights, notably balance refunds and other customer protection rights, remain unaffected.

FAIRTIQ Go and other new Travel Modes may initially be made available only as part of test phases or pilot projects, to selected Customers, in selected areas of use or subject to additional requirements. Additional participation terms may apply to such test phases and pilot projects.

C. Licence

All intellectual property rights in and to the Application remain the exclusive property of FAIRTIQ.

When Customers register, FAIRTIQ grants them a non-exclusive, non-transferable licence to use the Application and its features for their intended purpose. Any licence on the software itself is expressly excluded. Making copies or granting sublicences or other license rights to third parties is prohibited. Neither the Application, its content, nor any underlying software, code, or other constituent elements may be modified, adapted, reverse engineered, disassembled, or otherwise altered.

D. Termination and blocking of usage

FAIRTIQ may terminate the licence agreement concluded with the Customers and/or withdraw the Application from the market at any time.

In particular, FAIRTIQ reserves the right to suspend or block a Customer's access to the Application where there are reasonable indications of misuse or abusive use. FAIRTIQ and its partners further reserve the right to suspend or block a Customer's access to any ticketing solution operated by FAIRTIQ if there are reasonable indications of misuse in connection with any FAIRTIQ-operated solution. Customers may be blocked without prior notice.

Customers determined by FAIRTIQ to have engaged in fraud or abuse may be added to a registry for the purpose of preventing further fraud or abuse and enforcing legal claims. Further information on the processing of personal data in connection with such a registry can be found in FAIRTIQ's Privacy Notice

E. Liability

FAIRTIQ and the partners are entitled to make changes to the information contained in the Application at any time.

Use of the Application is at the Customers' own risk, within the limits of objective technical and practical capabilities. In particular, Customers are responsible for ensuring their mobile phones are protected against unauthorised 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 liability 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.

Customers are responsible for holding a valid ticket at all times, in accordance with the applicable fare regulations. When using Check-in/Check-out or Smart Stop, Customers must properly check in before starting the journey. When using FAIRTIQ Go, Customers must ensure before starting the journey that FAIRTIQ Go is activated and operational in the Application for the respective area of use and that the technical prerequisites under these GTC are fulfilled.

If use of the Application, the check-in or the selected Travel Mode is not possible, Customers must purchase a valid ticket through any other sales channel. In the event of a malfunction or bug after check-in, activation of FAIRTIQ Go or confirmation of travel-ready status that prevents correct use of the Application, Customers must

immediately secure a valid ticket through an alternative channel and are encouraged to contact FAIRTIQ customer service without delay to clarify the situation.

III. Electronic tickets

A. Range of electronic tickets

1. Available tickets

Depending on the area of use (see <https://fairtiq.com/en/> → Travel with FAIRTIQ → Area of validity) electronic tickets can be purchased with the Application. Tickets for journeys outside of the Areas of Validity 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/>.

The Application does not offer the possibility to purchase tickets in advance for future journeys. Instead, the applicable travel authorisations are generated based on journeys actually made after the Customers start using the Application. The time at which a ticket is deemed to be purchased, as well as the start and the end of its validity depend on the Travel Mode used by the Customers in accordance with chapter [III.F. Validity, travel authorisation and purchase of electronic tickets](#). In the case of Check-in/Check-out and Smart Stop, validity begins upon successful check-in. In the case of FAIRTIQ Go upon successful activation of FAIRTIQ Go and confirmation in the Application that the technical and operational requirements for travel are fulfilled ("Travel Ready"). The applicable ticket and fare are calculated based on the journeys recorded during use of the Application.

2. Companion Mode

FAIRTIQ reserves the right to offer the option of purchasing electronic tickets for additional passengers ("fellow passengers"), bicycles, and dogs for the same journey using a single mobile device ("Companion Mode"). Customers have no entitlement to the availability of this feature. Where multiple tickets are purchased, FAIRTIQ does not guarantee that the cheapest possible combination of tickets will be applied.

Customers are responsible for ensuring that their fellow passengers comply with the applicable 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 in connection with the use of the Application and FAIRTIQ's [Privacy Notice](#), that they have been correctly registered in the Application, and that the purchase of the relevant tickets is permitted in accordance with the applicable fare regulations (e.g. entitlement to a reduced fare).

The same journey is used as the basis for calculating the fare for both the Customers and all fellow passengers. Check-in, check-out and Automatically Detected Journeys apply simultaneously to the Customers and all fellow passengers. If fellow passengers start or end their own journey at a different time or location than the Customers, this will not be taken into account when calculating and invoicing the journey and fare.

B. Non-transferability of electronic tickets

The electronic tickets are personal, non-transferable and may not be transferred to another mobile phone. Customers are not permitted to make their mobile phones available to third persons for transport with electronic tickets, except where necessary to enable fellow passengers travelling under tickets purchased by the Customer.

C. General prerequisites for using electronic tickets

To purchase electronic tickets, Customers must meet the following conditions:

- I. They must have a valid payment method available (see chapter [III. E. Payment method and settlement of the services](#)).
- II. They must have downloaded and installed the Application on a mobile phone and completed the registration.
- III. 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 via 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](#)).
- IV. Furthermore, the location services (high accuracy) have to be activated on the mobile phone for the entire use of the Application for a journey, in particular from check-in or from activation of FAIRTIQ Go and at least until completion of the journey (Check-in/Check-out and Smart Stop) or the deactivation of FAIRTIQ Go.. FAIRTIQ or the partners waive all liabilities for any costs of mobile connections resulting from the use of the Application.
- V. 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). When using automatic Travel Modes, in particular Smart Stop or FAIRTIQ Go, Customers must also ensure that the Application is permitted to run in the background and that the permissions and system settings required for the respective Travel Mode remain activated.
- VI. 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.
- VII. They must ensure that the chosen class and, where applicable, any permit or entitlement for reduced fares correspond with the configured settings and the applicable fare conditions.
- VIII. When using the Companion Mode, fellow passengers shall ensure that they travel together with the holder of the mobile phone on which the electronic tickets are available and that said holder satisfies all applicable requirements for the purchase and use of electronic tickets.
- IX. Compliance with these GTC is a condition for using the Application. Customers and fellow passengers who fail to comply with these GTC are not entitled to use the Application.

D. Customer responsibility for technical requirements

Customers are solely responsible for ensuring that their smartphone meets the technical requirement for using the Services and is properly configured and functioning, including maintaining network access and sufficient battery power.

Customers must ensure that they have an operational data connection and activated location services during the check-in and check-out processes and throughout the journey. They must also ensure that their device has sufficient battery power supply for the duration

of the journey. They must permit the Application to run in the background and ensure that no system settings, power-saving features, permission restrictions or other interventions prevent or impair location determination, motion detection, data transmission, notifications or automatic journey detection.

Activating the power saving mode is not permitted to the extent that it may negatively affect the precision of localisation, journey detection or the proper functioning of the Application.

Deactivation of the device, location services, the Application's access to location services, or activation of flight mode during a journey recorded via the Application is not permitted and may result in the invalidity of the travel authorisation or ticket. Manipulation of the data provided to the Application by the device is prohibited.

Use of the Application and its functionalities may be impossible or only possible to a limited extent without a data connection or if the technical prerequisites are insufficient. If use of the selected functionality is not possible due to missing connectivity or other technical issues, or if Customers are not travel ready when and where required, Customers must purchase tickets by other means (see chapter [II.E. Liability](#)).

Customers must allow sufficient time for check-in or activation of FAIRTIQ Go in case of poor network performance, for example EDGE, E or GPRS, or in areas where localisation is difficult (see chapter [II.E. Liability](#)).

E. Payment method and settlement of the services

Customers must ensure that the chosen payment methods have a sufficient limit to pay for their purchases and prevent the payment method from being blocked. 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 is entitled 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 owe FAIRTIQ the travel fees incurred for fellow passengers.

Charging of services 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.

FAIRTIQ is entitled to charge the payment method designated by the Customer for outstanding fares relating to past journeys. If FAIRTIQ is unable to collect payment for such journeys, FAIRTIQ may suspend the Customer's access to the Application. Access will be restored only after all outstanding amounts have been paid using a valid payment method. Any suspension does not affect the Customers' obligation to pay all outstanding amounts for past journeys.

If the Customers use "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 Ltd., 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, travel authorisation and purchase of electronic tickets

1. Fare and ticket information

Unless otherwise specified in these GTC, the fare conditions applicable to the routes used and the Terms and Conditions of the transport service providers are applicable to tickets purchased via the Application.

Electronic tickets, travel authorisations or control proofs made available in the Application contain the information required under the applicable fare conditions. Depending on the Travel Mode, relevant journey details may be triggered manually or automatically detected and calculated by the Application.

The calculation of the price for tickets bought within the Application is based, depending on the Travel Mode, on the check-in and check-out data, activation and deactivation data, travel-ready status, automatically detected journey data, the location data obtained and the respective fare conditions. The applicable fare is calculated and charged based on the journeys recorded during use of the Application.

To check the estimated fare before or during a journey, Customers may use ticket vending machines, the websites of transport operators or partner associations, or other available fare information resources. If the actual journey differs from the journey used to obtain the fare estimate, the final fare may differ from the estimated fare.

2. Travel Modes and priority of specific provisions

Depending on the area of use and availability, the Application may be used in the following Travel Modes:

- I. Check-in/Check-out: Customers start and end the journey manually in the Application.
- II. Check-in/Be-out ("Smart Stop"): Customers start the journey manually in the Application; under the conditions set out in chapter [III.F.6 Check-in/Be-out \(Smart Stop\)](#), the Application may automatically detect the end of the journey and trigger the check-out.
- III. Be-in/Be-out ("FAIRTIQ Go"): Customers activate and deactivate this Travel Mode in the Application. While FAIRTIQ Go is activated and the Customers are travel ready, the Application may automatically detect and record public transport journeys without Customers performing a check-in or check-out for each journey.

Unless otherwise provided in these GTC, the general obligations of Customers apply to all Travel Modes. Usage-mode-specific provisions prevail over general provisions.

3. Travel authorisation, purchase contract and fare calculation

Customers must complete the check-in process or activate FAIRTIQ Go and ensure that they are travel ready before boarding the means of transport at the stop/station or before entering the area where a ticket is required. A late check-in or a late activation

and travel readiness may result in Customers being treated as travellers without a valid ticket and may lead to fines in accordance with the applicable fare regulations.

When Customers check in or activate FAIRTIQ Go, they submit a binding offer to purchase an electronic ticket for public transport journeys detected and recorded during the respective Travel Mode.

Upon successful check-in or, in the case of FAIRTIQ Go, upon successful activation and confirmation in the Application that the Customers are travel ready, the Application provides a travel authorisation. This travel authorisation allows Customers to start or continue the journey in accordance with these GTC and the applicable fare conditions. The provision of a travel authorisation does not by itself complete the final purchase of an electronic ticket for a specific journey.

The purchase contract with the partner is concluded, and the applicable electronic ticket is purchased, only if and when the Application detects and records a public transport journey. After check-out, deactivation of FAIRTIQ Go or other completion of the respective Travel Mode, the Application calculates the travel route and the related fare based on the recorded journey data and charges the amount to the selected payment method.

A successfully completed check-in process and, in the case of FAIRTIQ Go, successful activation and travel-ready status are confirmed in the Application. If the check-in process or the activation of FAIRTIQ Go is not possible, or if travel-ready status cannot be confirmed due to technical issues, a corresponding message is displayed on the mobile phone. In this case, Customers must purchase a ticket by other means. Otherwise, Customers may be treated as travellers without a valid ticket.

Customers must remain checked in or keep FAIRTIQ Go activated and remain Travel-Ready until they have completed their journey and left the means of transport or the area where a valid ticket is required. If Customers check out or deactivate FAIRTIQ Go before completing their journey, lose travel-ready status, or no longer fulfil the applicable technical or operational requirements, their travel authorisation may cease to be valid, and they may be treated as travellers without a valid ticket.

Customers must follow any notices, warnings and correction requests displayed by the Application. If Customers notice that they are not checked in, that FAIRTIQ Go is not activated, they are not Travel-ready, the Application or relevant parts of it have failed or no valid travel authorisation is available for the journey, they must purchase a valid ticket through an alternative sales channel if they wish to start or continue the journey. If Customers notice after the journey that a journey was not detected, was detected incorrectly or was detected incompletely, they must report this to customer support without undue delay.

4. Data capture and data processing

To determine the applicable area of use and next public transport stop, capture of travel data begins when the Application is opened.

The capture of journey data ends no later than five minutes after completion of the check-out process, deactivation of FAIRTIQ Go or completion of the journey in the respective Travel Mode. Such processing is necessary for fraud prevention and helps to continuously improve automatic detection of the correct time of check-out, deactivation or journey end and thereby optimises the service.

Personal data is processed in accordance with the Privacy Notice of the Application.

Journey detection is based on technical signals and probability-based assessments and may not always be fully accurate. Customers may therefore be asked to confirm, correct or report journeys in the application or through customer support.

5. Check-in/Check-out

When using Check-in/Check-out, Customers start and end the journey manually in the Application.

The travel authorisation is valid from successful check-in until the check-out process is initiated, unless the technical prerequisites are no longer fulfilled or these GTC, the applicable fare conditions or notices in the Application provide otherwise.

Customers must complete the check-out process in time within their technical and practical capabilities. They must initiate the check-out process directly after exiting the means of transportation, after having left the sector for which a ticket is required at the station, or after having reached the border of the Area of Validity. Check-out is not necessary when waiting for the next connecting service within the same Area of Validity. The validity of the travel authorisation ends at the moment the check-out process is initiated.

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 initiated, the Application may display a warning on the mobile phone and remind 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, check-out is impossible after the journey has ended, Customers must contact 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. Customer service requests can be submitted directly via the contact form in the Application, via email to feedback@fairtiq.com or via the contact form available at <https://fairtiq.ch/en/contact>.

6. Check-in/Be-out (Smart Stop)

Smart Stop is the Check-in/Be-out Travel Mode. Customers must start the journey manually by checking in; under certain conditions, the end of the journey may be automatically supported or carried out by the Application. The Smart Stop functionality can be activated or deactivated manually by Customers in the Application.

The rules on check-in under chapter [III.F.5 Check-in/Check-out](#) apply accordingly. The travel authorisation is valid from successful check-in until the check-out process is initiated manually or automatically by Smart Stop, unless the technical prerequisites are no longer fulfilled or these GTC, the applicable fare conditions or notices in the Application provide otherwise.

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 travel authorisation expires.

The prerequisite for using Smart Stop is that Customers allow notifications on the smartphone and that a data connection exists. In addition, the technical prerequisites set out in chapters [III.C General prerequisites for using electronic tickets](#) and [III.D Customer responsibility for technical requirements](#) must be fulfilled.

The check-out process remains the Customers' responsibility. Customers are responsible for interrupting the timer in good time and thus ensuring that the travel authorisation remains valid if the public transport journey is not completed.

7. Be-in/Be-out (FAIRTIQ Go)

FAIRTIQ Go is the Be-in/Be-out Travel Mode. It may initially be made available only as part of a pilot project, to selected Customers, in selected areas of use or subject to additional requirements. FAIRTIQ Go may not yet provide all features of a fully automated Be-in/Be-out solution.

Use of FAIRTIQ Go is voluntary. Customers may only use FAIRTIQ Go if the feature is available to them in the Application for the relevant area of use and has been activated before the start of the journey. Customers may alternatively use any other available Travel Modes.

When using FAIRTIQ Go, Customers activate and deactivate the Travel Mode in the Application. Activation and deactivation of FAIRTIQ Go are not check-in or check-out processes within the meaning of these GTC, unless expressly stated otherwise. While FAIRTIQ Go is activated and the Customers are Travel Ready, the Application may automatically detect and record public transport journeys without Customers performing a check-in or check-out for each journey.

Customers are Travel Ready when FAIRTIQ Go has been successfully activated and the Application confirms that the technical and operational requirements for travelling with FAIRTIQ Go are fulfilled, including the required settings, permissions, connectivity, battery level and background operation.

The travel authorisation remains valid only while FAIRTIQ Go is activated and the Customers remain travel ready. Deviating fare regulations or special notices in the Application remain reserved.

G. Control of electronic tickets

1. Electronic registration and control proof

Travel authorisations, electronic tickets and control proofs made available in the Application are registered electronically and, where required, centrally by FAIRTIQ. Customers receive the travel authorisation, electronic ticket or control proof required for the respective Travel Mode on their smartphone.

In the case of Check-in/Check-out and Smart Stop, the travel authorisation is made available upon successful check-in. In the case of FAIRTIQ Go, the travel authorisation may be made available in the Application or registered centrally upon successful activation of FAIRTIQ Go and confirmation in the Application that the Customers are Travel Ready.

The purchase contract with the partner and the purchase of the applicable electronic ticket are governed by chapter [III.F.3. Travel authorisation, purchase contract and fare calculation](#). In particular, the purchase contract is concluded only if and when the Application detects and records a public transport journey.

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 copy, 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). This applies regardless of the Travel Mode used. The control staff is authorised to check the same tickets several times during the same 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 Customers 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 as well as brightness 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 any reason, they may be treated as travellers without a valid ticket. Customers and any fellow passengers travelling without a valid ticket may be charged a surcharge, penalty fare or fine according to the applicable fare conditions and legal provisions.

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 must 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. If this credit is not fully used within the current month, the remaining balance will be automatically refunded to the Customers at the end of that month.

FAIRTIQ and the corresponding partner associations or partner transportation companies are not obliged to refund the journey price or parts thereof if Customers using the Check-in/Check-out mode do not complete the check-out process in time, or if Customers using the Smart Stop mode fail to interrupt a countdown triggered by Smart Stop in time,

even though they wish to continue their journey by public transport. In the case of FAIRTIQ Go, the same applies if the incorrect fare or invalidity of the ticket is caused by late activation, late Travel Ready status, early deactivation, loss of Travel Ready status or any other failure by the Customers to comply with the technical prerequisites, cooperation obligations or notices under chapter [III.F.7. Be-in/Be-out \(FAIRTIQ Go\)](#).

If a fare is communicated or charged that does not correspond to the applicable fare, FAIRTIQ is entitled to correct the fare within 12 months of the journey date and, where applicable, charge Customers the resulting difference. Customers will be informed of the correction at least 48 hours before the difference is charged.

K. Price calculation and optimisation

Where permitted by applicable tariff/fare regulations and technically feasible, 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 customer profile. 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 and does not apply to the purchase of several tickets at the same time for fellow passengers.

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

Customers who hold a personal, valid zone pass or a weekly, monthly, or annual travelcard (the "subscription") may register in the Application the zones covered by that Subscription ("registered zones"). FAIRTIQ does not guarantee that all subscription types can be registered, and availability of the functionality may vary by region.

When calculating fares, any journey segment that lies within a registered zone is not charged. This applies both when a journey starts inside a registered zone and continues outside, and when a journey starts outside but passes through or ends within a registered zone. The registered zones are displayed on the digital ticket and are checked during inspections.

Customers must ensure before travelling that they hold a valid subscription for the registered zones and must be able to present the underlying subscription during inspections. Upon FAIRTIQ's request, Customers must provide a photo or copy of the subscription as proof.

If Customers register zones for which they do not hold a valid subscription, the journey is treated as travel without a valid ticket or with only a partially valid ticket.

IV. Promotions

Promotional offers are limited in time and scope, and subject to specific conditions. Customers are not automatically entitled to benefit from these promotions related to FAIRTIQ products and services solely by using the Application.

V. Personal data

Personal data is processed in accordance with the [Privacy Notice](#) of the Application. When using automatic Travel Modes, in particular Smart Stop or FAIRTIQ Go, additional location, motion, usage and technical data may be processed to the extent necessary for the automatic detection of the start, route and end of the journey, the issuance and control of electronic tickets, fare calculation, billing, fraud prevention and improvement of the feature. Details are set out in the applicable Privacy Notice.

If Customers wish to exercise their right to erasure within 12 months after travelling using the Application, they acknowledge that the deletion of their journey will prevent FAIRTIQ from investigating any future claims or complaints relating to those journeys. Accordingly, Customers must waive any such claims or complaints before the data is erased.

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

VI. Changes to fares and the GTC

FAIRTIQ may update the information contained in the Application and amend these GTC from time to time. Such updates and amendments will be communicated to the Customers in an appropriate form (e.g. in-app notice, update notice or email) and will only take effect once the Customers have expressly accepted them. If the Customers do not accept the updates or amendments, their right to use the Application will terminate. Continued use of the Application requires acceptance of the latest version of these GTC.

Changes to fare, carriage, transport or other Application- or service-specific terms (together, "External Terms") are determined exclusively by the competent bodies (e.g. transport undertakings, network/association organisations, operators, contracting authorities, platforms, public authorities or other rule-setting entities) in accordance with their respective rules. Such changes are independent of these GTC, are outside FAIRTIQ's control and become effective without any additional acceptance by the Customers. FAIRTIQ neither obtains such acceptance nor assumes any responsibility for the content, validity or effectiveness of External Terms.

VII. Applicable law and place of jurisdiction

Mandatory legal provisions related to the applicable law and the place of jurisdiction of the country in which Customers have their habitual residence as consumers shall take precedence where applicable.

In all other respects, the contractual relationship with FAIRTIQ is governed by Swiss law.

The Application of international treaties, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), is excluded.

Unless mandatory law provides otherwise, Bern (Switzerland) shall be the exclusive place of jurisdiction for disputes with FAIRTIQ. For disputes relating to the contract of carriage, the place of jurisdiction is determined by the contract of carriage.

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

VIII. Alternative dispute resolution (ADR) and guarantee of passenger rights

Consumers may, under applicable consumer protection laws, have the right to make use of alternative dispute resolution ("ADR") bodies to resolve disputes out of court. FAIRTIQ is generally not obliged to participate in ADR proceedings and does not voluntarily commit to doing so, except where participation is required by mandatory law or if explicitly stated.

Specific ADR obligations may apply in certain jurisdictions (e.g. in France). Customers can find country-specific information, including the competent ADR body and contact details, at <https://support.fairtiq.com/hc/en-us/articles/29560233906834>

This arrangement ensures that the consumers' rights under national law are respected, while providing a central and up-to-date source of ADR information for all regions in which the Application is available.

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.

The postal address is listed at the end of these GTC.

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. Possibility of detecting and correcting input errors

Input errors (e.g. reduced fare entitlement) in the Application can be corrected before check-in or activation of FAIRTIQ Go by using the menu items in the Application. After check-in or activation of FAIRTIQ Go, input errors may only be corrected in accordance with the correction and complaint processes provided in the Application, in particular chapter [III.J. Adjustment of incorrect fare](#)

XII. Accessibility and download of the GTC

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

FAIRTIQ Ltd.

Aarbergergasse 29

3011 Bern

Switzerland

CEO: Dr. Gian-Mattia Schucan, Anne Mellano

UID: CHE-370.720.489

feedback@fairtiq.com

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