

## General Terms and Conditions (GTC)

for using the FAIRTIQ app and buying electronic tickets.

### I. PROVISIONS TO BE APPLIED

The FAIRTIQ app enables the purchase of electronic tickets of participating Swiss fare associations, participating networks („partner associations“), and cross community journeys according to chapter III. ELECTRONIC TICKETS A. Range of electronic tickets. The FAIRTIQ app supports customers in buying electronic tickets, but FAIRTIQ is not acting as a seller. The contract of carriage is concluded between the partner transportation company of FAIRTIQ (see [www.fairtiq.ch](http://www.fairtiq.ch)) and the customer. The present GTC cover the terms regulating the relationship between users of the FAIRTIQ app or the owners of electronic tickets (“customers”) respectively and Fairtiq AG (“FAIRTIQ”) or the partner associations and partner transportation companies. For the transportation of passengers with electronic tickets bought over the FAIRTIQ app the fare conditions of the concerning partner association, respectively of the “Direct Traffic” (Direkter Verkehr) for cross community journeys apply. For transport connections in an area of more than one association – in so-called overlapping zones – the respective fare conditions of that partner association the customer chose manually apply.

### II. FAIRTIQ APPLICATION

#### A. Functions and downloading the application

The FAIRTIQ app («application») allows customers to buy electronic tickets by using a check-in process before entering and a check-out process after leaving the transportation means. The customer’s route will be tracked and the app calculates the corresponding fare after checking out. The application can be downloaded free of charge from the download platforms Google Play and Apple App Store. The use of the application is governed by these terms and conditions. The terms of use of the related App Store remain reserved.

#### B. Using the application

For the proper use of the application the customer has to download the application, install it on their mobile phone and register by entering the following details before purchasing an electronic ticket for the first time: valid mobile phone number; valid payment method (see chapter III E. Payment method); specification whether tickets should be charged as full fare or reduced-fare; whether the tickets should be booked as 1<sup>st</sup> or 2<sup>nd</sup> class; personal data: first and last name, date of birth. The following information can also be provided voluntarily: e-mail address (mandatory if purchase receipt is needed, see chapter III E.); specification whether the customer has a personal zone subscription (see chapter III L.).

The customer information shall be stored by FAIRTIQ. The obtained information may be made available to third parties if this proves necessary for using or developing the application. These third parties are primarily contractual partners of FAIRTIQ, responsible for developing, operating and updating the application and the payment service provider. FAIRTIQ complies with the applicable data protection legislation (see section IV).

For security reasons the payment data shall only be registered with the payment service provider and not on the customer’s mobile phone. Also the registration of the payment method is processed directly from a FAIRTIQ partner without FAIRTIQ’s engagement. If the credit or debit card is blocked, it will no longer be possible to buy electronic tickets via the application with the registered credit or debit card. The customer must take personal responsibility for protecting their smartphone against any illegal access.

There is no claim for the use of the application.

#### C. Licence

In relation to the customer all rights in the application remain with FAIRTIQ.

When customers are registering FAIRTIQ grants them a licence to use the application and the features it offers as intended. Making copies or sending sub-licences or other application rights to third parties is

prohibited. Neither the content of the application nor its base material making up part or elements of the content shall be modified, altered, adapted, disassembled or adjusted.

#### **D. Termination**

FAIRTIQ is authorised to terminate the licence agreement concluded with the customer and withdraw its application from the market at any time. FAIRTIQ particularly reserves the right to block certain customers from using FAIRTIQ.

#### **E. Deleting the user account**

If the customer does not purchase a ticket with the application during the period of one year at a time, FAIRTIQ has the right to delete the customer's user account. The customer must then repeat the registration process before he can use FAIRTIQ to purchase electronic tickets again. With the deletion of the user account, the customer also loses access to his or her travel and payment history with FAIRTIQ.

#### **F. Liability**

FAIRTIQ and the partner associations are entitled to make changes to the information contained in the application at any time.

The use of the application shall be entirely at the customer's risk. In particular the customer must take personal responsibility for protecting their mobile phones against any illegal access.

Any liability of FAIRTIQ or partner associations or partner transportation companies regarding the content, functionality and use of the application, including liability for malware, is excluded within the limits provided for by law.

FAIRTIQ and the partner associations respectively the partner transportation companies waive all liabilities for any loss or damage occurred in case the application does not work properly or the purchase of electronic tickets is impossible due to technical issues. The lack of the application's operability is in any case not legitimating the customer to travel without a valid ticket.

### **III. ELECTRONIC TICKETS**

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

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

Partner association tickets and tickets for cross community journeys according to the designated are of use (see [www.fairtiq.ch](http://www.fairtiq.ch)) in form of electronic tickets can be purchased with the application. Tickets for trips outside this are of use can currently not be purchased with the application; before starting such a travel a valid ticket has to be bought by other means. It is also currently not possible to buy season tickets, night time supplements or ship surcharges with the app.

All electronic tickets shall be valid from their time of check-in. It is currently impossible to buy tickets valid for a later date.

##### **2. Electronic tickets for other passengers**

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

##### **3. Electronic tickets for dogs and bicycles**

It is currently not possible to buy electronic tickets for dogs and bicycles.

##### **3. Supersaver tickets**

It is currently not possible to buy supersaver tickets.

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

The electronic tickets are non-transferable and cannot be forwarded to another mobile phone. Customers are not permitted to make their mobile phones available to third persons for transport with electronic tickets. Electronic tickets cannot be transferred or sent to other mobile phones.

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

In order to purchase an electronic ticket the customer must meet the following conditions:



- (1) They must have a valid payment method available (see III E. Payment method).
- (2) They must have downloaded and installed the application on a mobile phone.
- (3) The mobile phone used by the customer must have the “non-rooted” operating system Android 5.0 (Google) or higher or iOS 9.0 (Apple) or higher without “Jailbreak” and an activated, operational SIM card ensuring that mobile data can be received when accessing a mobile cellular telephone network. Furthermore the location services have to be at least activated on the mobile phone from check-in until check-out. FAIRTIQ or the partner associations, respectively partner transportation companies waive all liabilities for any costs of mobile connections resulting through the use of the application.
- (4) They must have activated the application's access to the motion sensors built into the mobile phone and must have enabled the application to send messages through the application (push notifications).
- (5) If the customer wishes to receive a receipt for the travel after using the app, a valid e-mail address must be supplied.
- (6) FAIRTIQ shall have the possibility to charge past trips not yet paid from the payment method stated by the customer. If FAIRTIQ cannot charge past trips the use of FAIRTIQ will be blocked for this customer. The block shall only be lifted after paying the amounts due with the respective valid payment method.
- (7) FAIRTIQ reserves the right to block customers particularly based on the suspicion of abuse. Customers may be blocked without prior notice.

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

The customers shall be solely liable for the capacity of their smartphone, guaranteeing the technical settings and the proper function of the device (including network access and power supply).

The customer shall be responsible for having an operational data connection and activated location services during the check-in and check-out processes as well as for the duration of the trip and need to guarantee sufficient power supply for the whole duration of the trip. Check-in and check-out processes can only be conducted when having a data connection. In case the check-in process is not working due to missing connectivity or other technical issues the customer shall purchase a ticket by other means. If the check-out isn't working due to missing data connection the customer stays checked in for 15 minutes after the last connection and is then automatically checked out. If the customer is continuing the trip, they need to check-in again.

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

The customer shall ensure that the credit or debit card has a large enough limit to pay for their purchases and prevent the card from being blocked. When choosing Easy pay as payment method the customer needs to assure that this service is supported by their mobile carrier. If the customer uses a prepaid offer, Easy pay cannot be used.

#### **F. Validity of electronic tickets**

##### **1. Fare**

Except as otherwise provided in these GTC, the provisions of the partner associations, respectively of the Direct Traffic shall apply to tickets purchased with the application.

##### **2. Specific conditions for electronic tickets**

The electronic tickets contain information about the fare association, the departure station, the validity of the ticket (date and time), the time and date of the purchase, the period of validity, its price, the fare type (full price or reduced) and the chosen class.

It is not possible to buy electronic tickets valid for a later time or date. The period of validity shall begin upon the electronic ticket being checked in and ends when being checked out. It is not possible to extend the period of validity of the ticket. Anyhow, in case the customer is travelling several times on one day the best price is stated for all trips with one partner association (see **K. Best Price**)

The price for a ticket bought within the application is based on the check-in and check-out data, the location data obtained and the relevant fare conditions of the partner associations, respectively of the Direct Traffic.

For checking the fare before or during a trip the assistance media (e.g. ticket vending machines, websites of SBB 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 the ticket is valid. After deactivating the switch in the application (check-out process) the application is calculating the travel route and the related fare and charges the amount from the payment method. For location services the application uses the built in sensors in mobile phones and the installed software. To ensure the proper functioning the customer is obliged to activate/accept the location services with highest accuracy (location services (GPS) and Wi-Fi activated) when the application asks for this permission after it has been started. This function must stay activated until the check-out process is completed.

The period of validity shall begin upon the completed check-in process and ends with the completed check-out process. The end of the travel has to be confirmed by checking out. If there is an interruption of the mobile connection during the travel (after the check-in process) due to technical issues or the application is not working anymore (e.g. no battery power, system crash, areas with unreliable mobile connection, deactivation of location services) an automatic check-out process is conducted after 15 minutes and the ticket loses its validity. If the connection can be re-established within the 15 minutes or the application is working again respectively (e.g. by restarting the system) the ticket stays valid until the customer is initiating the check-out process.

The tracking of activity and location data ends 5 minutes after completing the check-out. The delayed deactivation of tracking aids the continual improvement of check-out warnings and thus it optimises the services FAIRTIQ offers its customers. The location data obtained by FAIRTIQ after the check-out will be analysed in anonymous form only. The location services activated during starting the app have to be continuously active during check-in and check-out.

The customer shall start the check-in process at the station within the application on their mobile phone before boarding the means of transportation. The check-in process has to be completed before boarding. The customer shall ensure that the chosen class and optionally the half-fare subscription correspond with the configured settings. Check-in processes for buying a ticket that have been started after boarding the means of transportation are invalid. The electronic ticket is in this case also invalid and the customer is deemed to be a traveller without a valid ticket.

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

A successfully completed check-in process and thus the validity of the ticket will be confirmed by the application on the display of the mobile phone.

If the check-in process is not possible due to technical issues a corresponding message is displayed on the mobile phone. In this case the customer needs to buy a ticket by other means, otherwise the customer is deemed to be a traveller without a valid ticket.

The customer has to initialise the check-out process directly after exiting the means of transportation at the station. With finishing the check-out the validity of the ticket ends. In case the customer needs to change the transportation to continue the travel no check-out is necessary, as long as both travels are offered by the same partner association, respectively are made within the area in which cross community journeys are possible. The check-out must only be conducted after the whole travel with one partner association is finished. It is the customer's obligation to start the check-out process in time. FAIRTIQ and the partner associations waive all liabilities for costs that may occur resulting from delayed check-out processes.

If the application is calculating with the sensors built into the mobile phone that the customer is most likely not travelling anymore but no check-out was initialised, the application is displaying a warning on the mobile phone and is reminding the customer that they maybe forgot to check-out. Prerequisite for displaying the warning is that the customer allows notifications on his mobile phone. The check-out process remains in the customer's responsibility. It has no influence on the customer's responsibility to check-out in time if the check-out warning is displayed at a wrong time or not at all. A maximum amount for a day ticket will be charged if the customer travels at a reduced tariff fare and if he is not checking out until the day ends. This limit does not apply if the customer does not travel at a reduced tariff fare,

If the check-out is impossible due to technical reasons after the travel ends, the customer needs to contact the FAIRTIQ customer support immediately stating the detailed travel route, the location and time of travel end and the travel number. The same applies for all other complaints as well.

### **G. Control of electronic tickets**



## 1. Registration of electronic tickets

All electronic tickets are registered electronically and centrally by FAIRTIQ. The customer shall receive an electronic copy of the ticket on their smartphone.

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

## 2. Control

The customer must show their smartphone to the control staff member and, at the latter's request, display all the control elements (per ticket button) and display elements (e.g. the detailed view).

Permits for reduced fares (e.g. half-fare card or zone subscription card) must be presented with the smartphone. At the control staff member's request, the smartphone must be handed over to the latter for reasons of control. The control staff member is authorised to use the smartphone to carry out a regular check. The customer must follow the control staff member's instructions.

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

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

## H. Fines for travellers without tickets

If the customer is unable or unwilling to present a valid and controllable electronic ticket for whatever reason they will be deemed as traveller without a valid ticket. The passenger travelling without a valid ticket is charged a fine according the applicable fare conditions of the respective partner association, respectively of the Direct Traffic.

## I. No change, exchange or refund

It is not possible to amend or exchange electronic tickets after they have been issued.

## J. Refund in cases of customer complaints

In case the customer realises after the travel that an incorrect fare has been charged by the application, they need to contact the customer support within 12 months from travel date by using the contact form in the application. If the FAIRTIQ customer support discovers that an incorrect price has been charged without the customer's own fault, the differential amount to the correct price will be offset when the customer uses the application the next time. FAIRTIQ and the corresponding partner associations or partner transportation companies are not obliged to refund the travel price or parts thereof, if the customer is not or not in time initialising the check-out process.

## K. Best Price

FAIRTIQ and the partner associations guarantee that the prices for the tickets purchased by using the application within one day until end of working hours and with one partner association will not exceed the price for a day ticket for all travelled zones. The amount will be charged after working hours. This only applies if the customer uses the application with the same registered mobile number for all transactions on the relevant day. This guarantee does not apply if the customer makes a cross community journey.

## L. Saved subscriptions

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

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

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



Only one subscription of an association can be saved.

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

#### **IV. PROMOTIONS**

##### **A. Free rides**

The promotion "free rides" allows existing customers to share an individual code. The code is valid only on the first trip of new customers, who have never taken a trip using FAIRTIQ. Once redeemed, both the new customer and the existing customer who shared the code will receive a discount on a trip with FAIRTIQ. The discount is automatically applied to the new customer's first trip and will automatically be credited to the next trip of the customer who shared the code, following redemption.

Once the new customer has taken their first trip and redeemed the code, the discount to the provider of the code will be valid for three (3) months. The discount will be automatically credited on next trip taken, following code redemption. An existing customer may receive the discount repeatedly as new customers use their individual code for their first ride.

FAIRTIQ is entitled to end the "free rides" promotion at any time without notice, for any reason and remove any unused, accumulated discount credits from a customer's account. FAIRTIQ is entitled to exclude individual customers from the "free rides" promotion at any time without notice, for any reason. If a customer deletes their FAIRTIQ account, they forfeit any unused discounts from the "free rides" promotion respectively the discount of the customer they have received the code from/sent the code to.

By participating in the "free rides" promotion, the customer accepts that their phone number and the phone number of customers who redeem their unique promotion code are stored, in order to prevent misuse of the promotion.

##### **B. FAIRTIQ bonus**

The promotion "FAIRTIQ bonus" applies if a customer has made at least one billable trip with FAIRTIQ on at least 5 days in a calendar month. If this prerequisite is met, the customer will receive a voucher worth 5% of the sales made with FAIRTIQ in the corresponding month at the end of the month.

The voucher is non-transferable. They will automatically be credited to the customer's travel expenses in the following month. If the customer does not use the entire credit balance of the voucher for journeys with FAIRTIQ within the following month, the remaining credit balance expires at the end of the following month. The time from the start of service to the end of service is counted as a day.

FAIRTIQ is entitled at any time to terminate the FAIRTIQ bonus promotion or to adapt the rules without having to inform the customer. FAIRTIQ is entitled to exclude individual customers from the promotion if any misuse is detected. If a customer deletes their FAIRTIQ account, they forfeit any unused voucher from the FAIRTIQ bonus promotion.

The FAIRTIQ bonus action only applies in the participating partner associations. A list of the participating partner associations is available at: <https://fairtiq.ch/en/bonus>.

#### **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 this terms and conditions at any time. Changes in the tariffs and transport conditions are subject to the rules of the partner associations and Direct Traffic Switzerland.

FAIRTIQ, the partner associations or partner transportation companies may make changes to the terms and conditions of transport and the fares at any time. Any change in these GTC shall take effect when the customer accepts them in the context of an update to the application or in another manner. The customer will lose the right to use the application in case of not accepting the change in these GTC.

Changes to the terms and conditions of transport and the fares shall also be valid without the customer's consent, insofar as they represent the lawfully regulations within the competence of the partner associations, respectively the Direct Traffic.



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

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

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

In the event of discrepancies between the German and English version of these General Terms and Conditions, the German version shall prevail.

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

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

## **IX. DOWNLOADING THE GTC**

The current version of the GTC can be viewed at [www.fairtiq.ch](http://www.fairtiq.ch)

Version valid with effect from 1st June 2018.

